

LEASE AGREEMENT

This Lease is made and executed on the _____ day of _____, 2001, by and between SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT (City of San Luis, Arizona), which is a Community Facilities District having its offices at 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349, hereinafter referred to as "Lessor", and WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC. (WAAHEC), a nonprofit corporation organized and existing under the laws of the State of Arizona, having its principal office at 202 S. First Ave., Suite 102, Yuma, Arizona, hereinafter referred to as "Lessee".

SECTION ONE

DEMISE, DESCRIPTION, AND USE OF PREMISES

A. ^{City WAAHEC} Lessor leases to Lessee and Lessee leases from Lessor, for the purpose of conducting on the premises any lawful business, and specifically for the purpose of constructing a facility in which WAAHEC will manage the proposed Regional Center for Border Health, the certain premises located in the City of San Luis, Yuma County, Arizona, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. As used in this Lease Agreement, the term "premises" refers to the real property described herein and any improvements located on the property from time to time during the term of this Lease Agreement.

SECTION TWO

TERM

The term of this Lease shall be a period of thirty (30) years commencing on the date of loan closure and the first day financing is available for construction as referenced herein. Lessee agrees to give notice to Lessor of the date of loan closure within a period of ten (10) days of close. The date contained in said notice shall be

considered the date of commencement of this lease.

It is understood that Lessee will be obtaining financing to construct a Border Health Facility as provided in Sections Seven and Eleven herein. The term of said financing shall not exceed thirty (30) years. In the event the debt for said financing acquired by Lessee to construct the Border Health Facility is not retired on or before the end of the term of this lease, Lessee shall have a right to extend the term of this lease for such length of time as may be necessary to retire the debt incurred by said financing, but said extension shall not exceed a period of an additional ten (10) years. In the event of a need for extension, written notice shall be given to the Lessor by Lessee at least ninety (90) days prior to expiration of the initial term of this lease with the requested additional period of lease extension. Lessee agrees to provide such documentation as may be requested by Lessor to establish the status of retirement of said construction financing and the need for such additional term. Any extension of this lease shall not be for any period longer than needed for retirement of said debt. The period of extension shall be established in writing and approved by both Lessor and Lessee. Lessor agrees to not unreasonably withhold approval of said extension.

#15,000

SECTION THREE
RENT

1
Cth

Lessee, as rent, agrees to pay all legal costs and expenses of the CFD incurred up to the date of loan closure as referred to herein. Said costs and expenses shall not exceed \$7,500.00. Lessee additionally, during the term of this lease, agrees to pay an amount in rent equal to the administrative costs of the Lessor said sum to not exceed the amount of \$2,500.00 during any calendar year. Lessor agrees to bill Lessee for said administrative charges and Lessee shall pay those charges within thirty (30) days of receipt. Failure to timely pay rent shall be considered a material breach of this Lease Agreement.

#75,000

As additional rent, Lessee will be acquiring an additional lot for parking, said parcel being described on Exhibit "B" hereto. Said lot shall be deeded to the Lessor upon the termination of this lease or upon payment of the indebtedness described in Section 7 herein, whichever first occurs, free and clear of all liens.

SECTION FOUR
POSSESSION

Possession of the leased premises shall be granted to Lessee on or before the first day of commencement of the term of this lease referred to in Section Two herein.

SECTION FIVE
WASTE AND NUISANCE PROHIBITED

Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION SIX
LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor to enter upon the demised premises at all reasonable times for the purpose of inspecting the premises.

SECTION SEVEN
ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

It is understood and agreed that Lessee will encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the demised premises, together with all buildings and improvements placed by Lessee on the premises, as security for any indebtedness of Lessee. The beneficiary of such deed of trust or holder of such mortgage or lien shall hereinafter be referred to as the "First Lien Holder." The execution of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions of this lease agreement, or as an assumption by the holder of the indebtedness personally of the obligations of this lease agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability under this Lease Agreement.

SECTION EIGHT
FURTHER LEASING AND ASSIGNMENT

A. Lessee may lease the premises in whole or in part without Lessor's consent, but the making of any such lease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease Agreement.

B. Lessee shall not assign or transfer this Lease Agreement, or any interest in this Lease Agreement, without the prior, express, and written consent of Lessor, which consent may not be unreasonably withheld, and a consent to an

assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease Agreement.

C. Save and except for the provisions of Section Seven above, neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease Agreement.

SECTION NINE
NOTICES

A. All notices, demands, or other writings in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: District Manager, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

TO LESSEE: Executive Director, 202 S. First Ave., Suite 102, P.O. Box 5715, Yuma, Arizona 85366

TO CITY OF SAN LUIS: City Manager, 23222 First Street, P.O. Box 1170, San Luis, Arizona, 85349.

TO FIRST LIEN HOLDER: United States Department of Agriculture, ___

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TEN
TAXES AND ASSESSMENTS

A. *Taxes.* Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the demised premises, or any part of the demised premises, the leasehold of Lessee in and under this Lease Agreement, the premises described in this Lease Agreement, any building or buildings, or any other improvements now or hereafter on the demised premises, or on or against Lessee's estate created by this Lease Agreement that may be a subject of taxation, or on or against Lessor by reason of its ownership of the fee underlying this Lease Agreement, during the entire term of this Lease Agreement, excepting only those taxes specifically excepted below.

B. *Contesting taxes.* If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, upon given to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least fifteen (15) days prior to delinquency.

SECTION ELEVEN

CONSTRUCTION OF REGIONAL CENTER FOR BORDER HEALTH FACILITY

A. Lessee shall undertake its best efforts to construct a facility in which WAAHEC will manage a Regional Center for Border Health. In the event that Lessee is unable, for any reason, to commence construction of the facility on or before December 1, 2001, either party terminate this Lease Agreement by giving to the other thirty (30) days written notice thereof.

B. *Alterations, improvements, and changes permitted.* Lessee shall have the right to alter, improve, and make changes to any building that may from time to time be on the premises as Lessee may deem necessary.

C. *Disposition of new improvements.* Any new building constructed by Lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of Lessor, and Lessee shall have only a leasehold interest therein, subject to the terms of this Lease Agreement.

SECTION TWELVE

REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Attachment

A. *Maintenance of improvements.* Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in accordance with the terms of the first deed of trust encumbering this lease and the building and improvements to be placed upon the premises and, except as specifically provided in this Lease Agreement, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

B. *No obligation by Lessor to make improvements.* Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements on the demised premises.

C. *Lessee's compliance with laws.* Lessee shall, at all times, also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises, including, but not limited to, the zoning ordinances and building codes of the City of San Luis.

D. *Damage to and destruction of improvements.* The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release Lessee from any obligation under this Lease Agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacement.

(Undeclinable)

E. *Damage or destruction occurring toward end of term.* In spite of anything to the contrary in the immediately preceding paragraphs of this section, in case of destruction of the building on the premises or damage to the building from any cause so as to make it untenable occurring during the last five years of the term of this Lease Agreement, Lessee, if not then in default under this Lease Agreement, may elect to terminate this Lease Agreement by written notice served on Lessor within ninety (90) days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering the building or any part of the building. On such

termination, taxes, assessments, and any other sums payable by Lessee to Lessor, save and except the deeding of the lot as additional rent referred to in Section Three hereunder, under this Lease Agreement shall be prorated as of the termination date. In the event any rent, taxes, or assessments shall have been paid in advance, Lessee shall not be entitled to any rebate for any such payment for the unexpired period for which payment shall have been made.

F. *Election not to terminate.* If, in the event of destruction or damage during the last five years of the term of this Lease Agreement, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Lessee for repair or replacement, and Lessee shall be obligated to repair or rebuild the building as provided above.

SECTION THIRTEEN UTILITIES

Lessee shall fully and promptly pay for all water, gas, electric, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and Lessor shall have no responsibility of any kind for any such utilities.

SECTION FOURTEEN LIENS

Lessee's duty to keep premises free of liens. Except as provided by Section 7 of this lease agreement and except as may otherwise be approved by a duly adopted resolution of Lessor, which approval Lessor agrees will not be unreasonably withheld, Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics, material suppliers, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.

SECTION FIFTEEN
REDELIVERY OF PREMISES

A. At the expiration or earlier termination of this Lease Agreement, Lessee shall peaceably and quietly quit and surrender to Lessor the premises in good order and condition subject to the other provisions of this Lease Agreement.

B. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken in this Lease Agreement, this Lease Agreement may be terminated as provided elsewhere in this instrument.

SECTION SIXTEEN
INSURANCE

A. *Indemnification.* To the fullest extent permitted by law, the Lessee shall defend, indemnify and hold harmless the Lessor, its agents, officers, officials, and employees from and against all tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. Lessee's duty to defend, hold harmless and indemnify Lessor, its agents, officers, officials, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

B. *Liability Insurance.*

(i) *Insurance Requirements.* Lessee shall purchase and maintain in effect throughout the term of lease stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the Lessor. Lessee's insurance shall be primary insurance as respects the Lessor, and any insurance or self-insurance

maintained by the Lessor shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lessor. The insurance policies, except Workman's Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Lessor, its agents, officers, officials and employees for any claims arising out of any acts, errors, omissions, work, or services of Lessee, its agents, officers, officials, and employees or its subtenants, their agents, officers, officials, and employees, or any matter arising from or relating to Lessee's or their subtenants' use and occupancy of the demised premises of any nature, kind, or description, whatsoever. The Lessor reserves the right to request and to receive, within ten (10) working days, certified copies of any and all of the herein required insurance policies and/or endorsements. The Lessor shall not be obligated, however, to review same or to advise Lessee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Lessee from, or deemed a waiver of, the Lessor's right to insist on strict fulfillment of Lessee's obligations under this Lease Agreement. The insurance policies required by this Lease Agreement shall name the Lessor, its agents, officers, officials, and employees as Additional Insureds.

(ii). *Liability Insurance.* Lessee shall maintain in effect throughout the term of this lease broad form personal injury and property damage liability insurance covering the premises in amounts of *at least* \$1,500,000.00 for injury to or death of any one person, and \$3,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of *at least* \$1,000,000.00.

SECTION SEVENTEEN NOTICE OF DEFAULT

A. Lessee shall not be deemed to be in default under this Lease Agreement unless Lessor shall first give to Lessee and to the First Lien Holder, thirty (30) days written notice of the default and Lessee and/or the First Lien Holder fails to cure the default within thirty (30) days, or, if the default is of such a nature that it cannot be cured within 30 days, Lessee and/or the First Lien Holder fails to commence to cure the default within the period of thirty (30) days or fails thereafter to proceed to the curing of the default with all possible diligence.

B. *Lessor's rights in the event of Lessee's default.* If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease Agreement on its part to be observed, kept, or performed, and the default shall continue for a period of ten (10) days after written notice from Lessor to both the Lessee and the First Lien Holder setting forth the nature of Lessee's default,

then and in any such event, Lessor shall have the right at its option, on written notice to Lessee and the First Lien Holder, to terminate this Lease Agreement and all rights of Lessee under this Lease Agreement shall then cease, without further notice or demand of any kind.

SECTION EIGHTEEN
EFFECT OF EMINENT DOMAIN

A. *Effect of total condemnation.* In the event the entire demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease Agreement shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease Agreement.

B. *Effect of partial condemnation.* In the event a portion of the demised premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease Agreement as of the date of the taking on giving to Lessor written notice of termination within forty-five (45) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

C. *No termination upon partial taking.* If there is a partial taking and Lessee does not so terminate this Lease agreement, then this Lease Agreement shall continue in full force and effect as to the part not taken, and the rental to be paid by Lessee during the remainder of the term, shall remain in full force and effect without adjustment of any kind, nature, or description.

D. *Condemnation award.* In the event of the termination of this Lease Agreement by reason of the total or partial taking of the premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

SECTION NINETEEN
SURRENDER OF LEASE

The voluntary or other surrender of this Lease Agreement by Lessee, or a mutual cancellation of this Lease Agreement, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing leases, subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such leases, subleases

or subtenancies.

SECTION TWENTY
EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement, with the consent of Lessor, shall be construed to be a tenancy from month-to-month, and shall otherwise be on the terms and conditions specified in this Lease Agreement, so far as applicable.

SECTION TWENTY-ONE
GENERAL PROVISIONS

A. *Time is of Essence; Binding Effect*

Time is of the essence of this agreement. Such agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

B. *Waiver*

If either party fails to require the other party to perform any provision of this Lease Agreement, that failure does not prevent the party from later enforcing that provision. Neither party is released from any responsibilities or obligations imposed by law or this Lease Agreement if the other party fails to exercise a right or remedy.

C. *Governing Law and Venue*

(i) The laws of the State of Arizona govern this Agreement as to validity, interpretation, and performance. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona.

(ii) This agreement is subject to the cancellation provisions of Arizona Revised Statute §38-511, as amended.

D. *Severability*

If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid enforceable.

E. *Counterparts*

This agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

F. *Attorney Fees and Costs*

If either party brings an action or proceeding for failure to observe any of the terms or provisions of this agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorneys fees.

G. *Integration*

This Agreement contains the entire agreement between the parties, and no oral or written statements, promises, or inducements made by either party or its agents not contained or specifically referred to in this Agreement is valid or binding. All modifications to this agreement must be in writing, signed in endorsed by the parties.

H. *Interpretation*

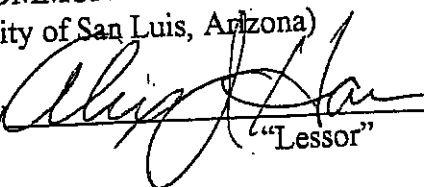
In interpreting the provisions of this lease, the agreement shall not be construed either for or against either party, but this agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

SECTION TWENTY-TWO
ADDITIONAL DOCUMENTS

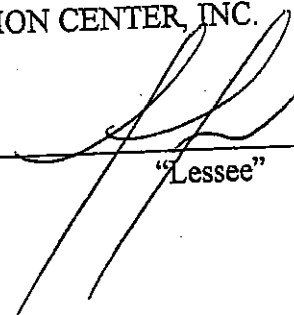
The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

SAN LUIS PUBLIC HEALTH
COMMUNITY FACILITIES DISTRICT
(City of San Luis, Arizona)

By 
"Lessor"

WESTERN ARIZONA AREA HEALTH
EDUCATION CENTER, INC.

By 
"Lessee"

Approved as to form:

[Signature]
Attorney for Lessor

STATE OF ARIZONA)
) S.S.
County of YUMA)

On this 5th day of December, 2001, before me, the undersigned Notary Public, personally appeared Alex Joe Harper who acknowledged himself/herself to be the Chairman of SAN LUIS PUBLIC HEALTH COMMUNITY FACILITIES DISTRICT (City of San Luis, Arizona), and acknowledged that he/she, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
Nov. 14, 2005

STATE OF ARIZONA)
) S.S.
County of YUMA)



STATE of ARIZONA COUNTY of YUMA
Signed before me this 5th day
of December, 2001
[Signature]
Cynthia Salcido - Notary Public
My Commission Expires November 14, 2005

On this 5th day of December, 2001, before me, the undersigned Notary Public, personally appeared Amanda Aguirre who acknowledged himself/herself to be the Executive Director of WESTERN ARIZONA AREA HEALTH EDUCATION CENTER, INC., an Arizona corporation, and acknowledged that he/she, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
Nov. 14, 2005



STATE of ARIZONA COUNTY of YUMA
Signed before me this 5th day
of December, 2001
[Signature]
Cynthia Salcido - Notary Public
My Commission Expires November 14, 2005

EXHIBIT A

Lots 139, 140, 175, and 176, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the Office of County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

Except all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to the Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.

EXHIBIT B

Lot 174, LAS VILLAS DE SAN LUIS PHASE 2, according to the plat of record in the Office of County Recorder of Yuma County, Arizona in Book 15 of Plats, page 98;

Except all oil, gas, and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description, together with all uranium, thorium or any other material which is or may be determined by the laws of the United States, or of this State, or Decisions of Court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the State of Arizona, pursuant to the Arizona Revised Statutes and Patent recorded in Fee No. 1997-28682, records of Yuma County, Arizona.