

**NEW APPLICATION**

1 SHAPIRO LAW FIRM, P.C.  
 Jay L. Shapiro (No. 014650)  
 2 1819 E. Morten Avenue, Suite 280  
 Phoenix, Arizona 85020  
 3 Telephone: (602) 559-9575  
 jay@shapslawaz.com

4 Attorney for Tonto Basin Water Co., Inc.  
 5

**BEFORE THE ARIZONA CORPORATION COMMISSION**

7 IN THE MATTER OF THE APPLICATION OF  
 TONTO BASIN WATER CO., INC. FOR  
 8 ORDERS (1) CONFIRMING THAT CERTAIN  
 CUSTOMERS CONNECTED TO THE  
 9 CACTUS FOREST WATER SYSTEM AND  
 RECEIVING WATER UTILITY SERVICE  
 10 ARE INCLUDED IN THE CERTIFICATE OF  
 CONVENIENCE AND NECESSITY, AND  
 11 (2) EXTENDING THE CACTUS FOREST  
 CERTIFICATE OF CONVENIENCE AND  
 12 NECESSITY.

DOCKET NO: W-03515A-23-

**APPLICATION**

14 Tonto Basin Water Co., Inc. ("Tonto Basin" or "Company"), an Arizona public  
 15 service corporation, applies to the Arizona Corporation Commission ("Commission") for  
 16 orders (1) confirming that long-standing customers connected to the Company's Cactus  
 17 Forest water system and receiving water utility service are in fact in the Company's  
 18 Certificate of Convenience and Necessity ("CC&N"), and (2) extending the Cactus Forest  
 19 CC&N to include properties whose owners have requested or consented to have their lands  
 20 included in the CC&N, and/or adjacent properties logical for inclusion in the CC&N if such  
 21 other properties are included in the CC&N in order to promote coordinated regional  
 22 planning.

23 From the outset, the Company acknowledges that it does not have and cannot present  
 24 all of the information typically associated with an application to extend a CC&N. But this  
 25 is not a typical CC&N application. In the first part, the Company is simply asking to  
 26 confirm that all of its existing customers are in its CC&N. In the second part, Tonto Basin

1 is seeking to extend its CC&N to property (i) where landowners are requesting or  
2 consenting to be included in the requested extension area and (ii) where the property owners  
3 have not objected and whose lands logically should be included in the CC&N if the other  
4 new areas are included. This is not, however, all about landowners that need service  
5 immediately or have plans for use of their property. Rather, as explained in the  
6 accompanying testimony of Eric Jones, this area has seen its share of wildcat subdividing  
7 and the installation of wildcat water systems.<sup>1</sup> The Company's proposal promotes sound  
8 long-term regional planning in an area subject to severely limited water supplies and strict  
9 regulation.

10 In further support thereof, the Company states as follows:

11 **I. COMPANY INFORMATION**

12 1. The legal name, mailing address and telephone number are: Tonto Basin  
13 Water Co., Inc., 7581 E. Academy Blvd., Suite 229, Denver, Colorado, (720) 949-1384.

14 2. Tonto Basin is a public service corporation formed for the purpose of  
15 providing water utility service in Pinal and Gila Counties, Arizona. The Company holds a  
16 CC&N issued by the Commission authorizing the Company to provide public water utility  
17 service, although as illustrated by this Application it is unclear whether the Commission's  
18 records match the area actually being served.

19 3. Tonto Basin was created in June 1998 following a restructuring of Brooke  
20 Utilities, Inc. ("Brooke") and Brooke Water, L.L.C. into seven separate water companies  
21 including Tonto Basin. United Utilities, Inc., then an affiliate of Brooke, transferred its  
22 assets and CC&N to Tonto Basin.<sup>2</sup> In June 2013, JW Water Holdings, LLC ("JW Water"),  
23 a Colorado limited liability company, acquired Tonto Basin from Brooke.<sup>3</sup>

24  
25 <sup>1</sup> See Testimony of Eric Jones (attached as **Exhibit 1**) ("Jones Testimony") at 7:12 – 8:1.

26 <sup>2</sup> Details of the formation of Tonto Basin is provided by Mr. Jones (Jones Testimony at 3).

<sup>3</sup> See Jones Testimony at 3:19 – 4:5.

1           4.     Tonto Basin owns and operates five non-contiguous systems: four in Gila  
2 County – Lake Roosevelt Gardens East, Lake Roosevelt Gardens West, Roosevelt Lake  
3 Estates, and North Bay Estates, and one, Cactus Forest, in Pinal County.

4           5.     The name, address and corporate structure for Tonto Basin are set forth in the  
5 attached **Exhibit 2**, including the amount of stock authorized and subsequently issued. The  
6 names, titles and mailing addresses for Tonto Basin’s officers and directors are also set forth  
7 in **Exhibit 2**. The Company does not own an interest in any other utility companies. The  
8 parent company, JW Water, owns nine other public service corporations providing water  
9 and wastewater utility service in Arizona.

10          6.     Tonto Basin’s Certificate of Good Standing from the Commission is attached  
11 as **Exhibit 3**.

12          7.     A general Statement of Financial Condition for Tonto Basin is attached as  
13 **Exhibit 4**.

14          8.     Tonto Basin’s Water Use Data Sheet for October 2022 – September 2023 is  
15 attached as **Exhibit 5**.

16          9.     Tonto Basin’s management contact is Eric Jones, General Manager, 7581 E.  
17 Academy Boulevard, Suite 229, Denver, CO 80230. Mr. Jones’ telephone number is  
18 (720) 676-6359 and his email address is ejones@jwwater.net.

19          10.    The Company’s operator certified by the Arizona Department of  
20 Environmental Quality (“ADEQ”) is Diego Dominick, whose business address is 8212 W.  
21 Mescalero Road, Payson, AZ 85541. Mr. Dominick’s telephone number is (928) 478-6516.  
22 He is also the on-site manager for Tonto Basin.

## 23   **II.   CACTUS FOREST**

24          11.    The Cactus Forest system currently has approximately 280 customers.  
25 Roughly half of these customers are included in Tonto Basin’s Cactus Forest CC&N as  
26 described by the Commission in portions of Sections 27, 28, and 34, Township 5 South,

1 Range 10 East of the Gila and Salt River Base and Meridian in Pinal County. This area  
2 generally encompasses 320.35 acres (0.50 square miles) and is depicted on the map attached  
3 as **Exhibit 6**.<sup>4</sup>

4 12. Most of Tonto Basin's remaining customers are also located in portions of  
5 Sections 27, 28, and 34, Township 5 South, Range 10 East, and Section 33, Township 5  
6 South, Range 10 East ("Confirmation Area").<sup>5</sup> The Confirmation Area is outside the area  
7 the Commission currently has recorded as the Cactus Forest system CC&N.

8 **A. Confirmation Area**

9 13. The Confirmation Area is more than twice the size of the CC&N shown by  
10 the Commission CC&N.<sup>6</sup> **Exhibit 6** shows the location of customers in the Confirmation  
11 Area in relation to the CC&N as described by the Commission. Legal descriptions for the  
12 parcels in the Confirmation Area are attached as **Exhibit 7**.<sup>7</sup>

13 14. The Company cannot explain why more than half of its customers in the  
14 Cactus Forest system are not included in the current CC&N reported by the Commission.  
15 Customers in the Confirmation Area have been served by the Company or its predecessor  
16 subject to the Commission's rules and regulations and considered part of the Company's  
17 service territory for decades. These property owners and/or occupants act like and are  
18 treated like customers.<sup>8</sup>

19  
20 <sup>4</sup> Direct Testimony of Michael S. Thompson (filed February 23, 2015 in Docket No. W-03515A-14-0310),  
21 Engineering Report at 6. The Company has consulted the Commission's Engineering Section regarding the  
22 Cactus Forest CC&N map. To date, the Commission decision establishing the Cactus Forest CC&N has not  
23 been located from the records available. *See* Jones Testimony at 4:18-21.

24 <sup>5</sup> Mr. Jones describes the events that led to the discovery that the CC&N shown by the Commission does  
25 not include the Confirmation Area. Jones Testimony at 6:2-12.

26 <sup>6</sup> Mr. Jones' testimony (at 5) gives a breakdown by section of parcels being served in the Confirmation Area.

<sup>7</sup> At Staff's request, and upon execution of a protective agreement, Staff will be provided additional  
information for these customers such as customer name and service address.

<sup>8</sup> Since the acquisition by JW Water, Tonto Basin has undergone two rate cases in which customers of the  
Confirmation Area were part of the customer base and factored into the setting of rates. *See* Docket Nos.  
W-03515A-14-0310 and W-03515A-22-0266.



1           15. Customers in the Confirmation Area were sent notice of the Company’s plan  
2 to file this Application, in part requesting verification that the Confirmation Area is in the  
3 CC&N and given an opportunity to object to the Company’s proposal (*see Exhibit 8*).  
4 To date, nobody has objected.

5           16. The current rates and charges for service to the Confirmation Area were  
6 established in Decision No. 79064 (August 25, 2023).

7           17. Tonto Basin will submit a franchise application to the Pinal County Board of  
8 Supervisors after the approval of this Application to include the Confirmation Area.

9           **B. Extension Area**

10           18. The Extension Area is located in portions of Sections 27, 28, 33 and 34,  
11 Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian in  
12 Pinal County and generally comprised of the following properties: (1) the area known as  
13 “Pinebrooke,” (2) landowners who were invited to join the CC&N and have consented to  
14 inclusion, and (3) landowners who neither responded nor objected to the Company’s  
15 invitation to join the CC&N but are logical to include based on location. These properties  
16 are further discussed below and in Mr. Jones’ testimony.<sup>9</sup> The Extension Area is also shown  
17 in **Exhibit 6**.

18           19. Tonto Basin is the only regulated utility providing water service within one  
19 mile of the Extension Area and the logical authorized water provider to extend service to  
20 the properties subject to the request.

21           20. Tonto Basin will charge its existing rates and charges as approved by the  
22 Commission. A copy of Tonto Basin’s existing tariff is attached as **Exhibit 9**.

23           21. Most of the Extension Area is vacant land for which there is no current  
24 development plan.<sup>10</sup> Therefore, the Company is currently unable to estimate annual

25 \_\_\_\_\_  
<sup>9</sup> Mr. Jones details the creation of Extension Area. *See* Jones Testimony at 8-9.

26 <sup>10</sup> *See* Jones Testimony at 10:9-11.

1 operating revenue and operating expenses, or project income statements, balance sheets,  
2 and plant expenditures for the first five years of operation. Likewise, the Company cannot  
3 presently estimate the number of customers to be served during the first five years of water  
4 utility service.

5 22. There are no municipalities within five miles of the Extension Area.  
6 The Town of Florence is seven miles away and the closest municipality.<sup>11</sup>

7 23. Tonto Basin will submit a franchise application to the Pinal County Board of  
8 Supervisors after the approval of this Application to include the Extension Area.

9 i. The Pinebrooke Property

10 24. Pinebrooke is located at the southeast corner of E. Pinebrooke Lane and Diffin  
11 Road, near the current CC&N reported by the Commission, and within a quarter mile of the  
12 Company's existing facilities. Pinebrooke is a planned residential development made up of  
13 four parcels totaling 240 acres lying within Section 27, Township 5 South, Range 10 East  
14 of the Gila and Salt River Base and Meridian in Pinal County. To date, none of these parcels  
15 has been developed.

16 25. The location of Pinebrooke in relation to the CC&N as described by the  
17 Commission is shown in **Exhibit 6**.

18 26. The legal descriptions for Pinebrooke are attached as **Exhibit 10**.

19 27. The Pinebrooke owners intend to phase Pinebrooke in 40-acre parcels starting  
20 with the most westerly 40 acres and have requested that water utility service be provided  
21 by Tonto Basin. The request for service is attached as **Exhibit 11**. Vineyard Group, LLC  
22 has been retained to engineer the development of Pinebrooke.

23  
24  
25 <sup>11</sup> The Company has not prepared a notice to send to municipalities. See Arizona Administrative Code R14-  
26 2-602.B.4, "[a]n applicant shall provide written notice of the application to the municipal manager or  
administrator of each municipality within corporate limits that overlap with or are within five miles of the  
proposed service area or extension area."

1           28. “Pinebrooke Phase I,” which constitutes roughly the northwest quarter of  
2 Pinebrooke, is the piece of Pinebrooke with development plans in progress and subject to a  
3 line extension agreement (“Pinebrooke Phase I LXA”) (attached as **Exhibit 12**). Still,  
4 Pinebrooke Phase I is in the early planning stage. The Pinebrooke Phase I LXA cannot be  
5 submitted for Commission review until the issuing of the preliminary engineering report  
6 and after the required Approvals to Construct are available.

7           29. Pinebrooke will design, construct, and install the water facilities for  
8 Pinebrooke Phase I, which will generally include water distribution lines, service lines,  
9 meters, shut off valves, and air relief valves (and potentially booster pumps and additional  
10 storage).

11           30. Pursuant to the Pinebrooke Phase I LXA, construction is to commence within  
12 three years of the issuance of an order by the Commission extending Tonto Basin’s CC&N  
13 to include Pinebrooke Phase I unless otherwise agreed to by Tonto Basin. The actual timing  
14 of the building and occupancy is furthermore dependent upon market demands and is  
15 subject to change. Approvals of Construction will be obtained prior to the commencement  
16 of service.

17           31. The Company will design, permit, construct, and install 1900 feet of 6-inch  
18 C900 pipe or a substitute of comparable quality to extend Tonto Basin’s system so as to  
19 connect to Pinebrooke Phase I.

20           32. The estimated cost to construct Pinebrooke Phase I is \$228,500, which  
21 estimate will be trued up to the final actual costs once the facilities have been built.<sup>12</sup>  
22 Construction of the Pinebrooke Phase I facilities will be financed through an advance in aid  
23 of construction.<sup>13</sup>

24  
25 \_\_\_\_\_  
<sup>12</sup> Pinebrooke Phase I LXA at 2 ¶ I.A.3.

26 <sup>13</sup> *Id.*

1           33. Construction of the required facilities for the subsequent phases of  
2 Pinebrooke is also likely to be financed through advances in aid of construction pursuant to  
3 line extension agreements.

4           ii. Landowners Invited to Be Included in the Cactus Forest CC&N

5           34. Tonto Basin identified approximately 70 landowners in Sections 27, 28, 33,  
6 and 34 Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian in  
7 Pinal County who do not appear to be receiving water service from any other provider. The  
8 majority of this land is currently vacant. The Company invited these landowners to join the  
9 Cactus Forest CC&N in an effort to promote coherent regional planning.<sup>14</sup> An  
10 informational letter and consent form were sent to each landowner (attached as **Exhibit 13**).  
11 Thirteen landowners consented (shown as “Extension Area” on **Exhibit 6**), approximately  
12 35 parcels, two objected (shown as “Non-Customer Objected to CC&N” on **Exhibit 6**), and  
13 around 50 did not respond (shown as “Non-Customer Who Didn’t Respond” on **Exhibit 6**),  
14 approximately 100 parcels. The consents and objections are attached as **Exhibit 14**.<sup>15</sup>  
15 Legal descriptions for the parcels in the Extension Area are attached as **Exhibit 15**.

16           35. The Company proposes to include in the Extension Area approximately  
17 100 parcels belonging to non-responding, non-customer landowners based on their location  
18 in a given section to avoid creating additional holes in the CC&N.<sup>16</sup> The Company’s  
19 “Proposed Water Service Boundary,” shown on **Exhibit 6**, includes the following areas:  
20 (1) Current Commission Reported CC&N; (2) Confirmation Area; and (3) Extension Area  
21 comprised of (a) Pinebrooke, (b) consenting landowners, and (c) non-responding, non-  
22 objecting non-customer landowners whose properties are logical to include based on their  
23 location.<sup>17</sup>

24 <sup>14</sup> Jones Testimony at 8:22 – 9:8 (providing additional detail about these properties).

25 <sup>15</sup> See Jones Testimony at 9 n.17.

26 <sup>16</sup> See Jones Testimony at 9:12 – 10:4.

<sup>17</sup> See Jones Testimony at 2 n.2, 5-6, 8-10.



1 **III. CONTACT INFORMATION FOR APPLICATION**

2 36. Tonto Basin's attorney for this Application is:

3 Jay L. Shapiro, Outside General Counsel  
4 SHAPIRO LAW FIRM  
5 1819 E. Morten Avenue, Suite 280  
6 Phoenix, Arizona 85020  
7 Telephone: (602) 559-9575  
8 Email: Jay@shapslawaz.com

9 All case filings, correspondence, data requests and/or other requests for information  
10 should be directed to Mr. Jones (ejones@jwwater.net) and Mr. Shapiro, as well as to  
11 Whitney Birk at whitney@shapslawaz.com.

12 **IV. RELIEF REQUESTED**

13 For the reasons stated herein, Tonto Basin maintains that this Application is in the  
14 public interest and should be granted. A notarized signature on behalf of Tonto Basin is  
15 attached as **Exhibit 16**.

16 WHEREFORE, Tonto Basin respectfully requests the following:

17 A. That the Commission consider and act upon this Application as timely as  
18 possible and to schedule a hearing, if necessary, on this matter;

19 B. That the Commission enter an Order confirming that customers connected to  
20 the Cactus Forest water system and receiving water utility service in the Confirmation Area  
21 as shown on **Exhibit 6** are included in the CC&N;

22 C. That the Commission enter an Order extending Tonto Basin's Cactus Forest  
23 CC&N to include the Extension Area as shown on **Exhibit 6**; and

24 D. That the Commission grant such other and further relief as may be appropriate  
25 under the circumstances herein.  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

RESPECTFULLY SUBMITTED this 14th day of December, 2023.

SHAPIRO LAW FIRM, P.C.

By: /s/ Jay L. Shapiro

Jay L. Shapiro  
1819 E. Morten Avenue, Suite 280  
Phoenix, Arizona 85020  
jay@shapslawaz.com

Attorney for Tonto Basin Water Co., Inc.

**ORIGINAL** eFiled  
this 14th day of December, 2023, with:

Docket Control  
Arizona Corporation Commission  
1200 W. Washington Street  
Phoenix, AZ 85007

By: /s/ Whitney Birk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBITS**

- 1. Testimony of Eric Jones**
- 2. Corporate Information for Tonto Basin**
- 3. Certificate of Good Standing for Tonto Basin**
- 4. Tonto Basin General Statement of Financial Condition**
- 5. Water Use Data**
- 6. Map of CC&N Reported by Commission, Confirmation Area and Extension Area**
- 7. Legal Descriptions for Confirmation Area**
- 8. Notice to Current Customers**
- 9. Tonto Basin's Tariff of Rates and Charges**
- 10. Legal Descriptions for Pinebrooke Property**
- 11. Request for Service – Pinebrooke Property**
- 12. Pinebrooke Phase I Line Extension Agreement**
- 13. Notice to Non-Customer Landowners**
- 14. Non-Customer Landowner Written Consents and Objections**
- 15. Legal Descriptions for Extension Area**
- 16. Notarized Signature on Behalf of Tonto Basin**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 1**  
**TESTIMONY OF**  
**ERIC JONES**



1 SHAPIRO LAW FIRM, P.C.  
Jay L. Shapiro (No. 014650)  
2 1819 E. Morten Avenue, Suite 280  
Phoenix, Arizona 85020  
3 Telephone (602) 559-9575  
jay@shapslawaz.com

4 Attorney for Tonto Basin Water Co., Inc.  
5

6 **BEFORE THE ARIZONA CORPORATION COMMISSION**

7  
8 IN THE MATTER OF THE APPLICATION OF  
TONTA BASIN WATER CO., INC. FOR  
9 ORDERS (1) CONFIRMING THAT CERTAIN  
CUSTOMERS CONNECTED TO THE CACTUS  
10 FOREST WATER SYSTEM AND RECEIVING  
WATER UTILITY SERVICE ARE INCLUDED  
11 IN THE CERTIFICATE OF CONVENIENCE  
AND NECESSITY, AND (2) EXTENDING THE  
12 CACTUS FOREST CERTIFICATE OF  
CONVENIENCE AND NECESSITY.

DOCKET NO: W-03515A-23-

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**TESTIMONY OF  
ERIC JONES**

**December 14, 2023**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**TABLE OF CONTENTS**

I. INTRODUCTION, PURPOSE AND SUMMARY OF TESTIMONY ..... 1

II. BACKGROUND..... 3

    A. Tonto Basin Water Company ..... 3

    B. Tonto Basin’s Customers Requiring Confirmation ..... 6

    C. The Request to Expand the Cactus Forest CC&N ..... 7

III. TONTO BASIN’S REQUESTS FOR RELIEF WILL SERVE THE PUBLIC INTEREST ..... 11

    A. Request for Confirmation ..... 11

    B. Request for Extension to New Properties ..... 12

1 **I. INTRODUCTION, PURPOSE AND SUMMARY OF TESTIMONY.**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Eric Jones. My business address is 7581 E. Academy Boulevard,  
4 Suite 229, Denver, Colorado 80230.

5 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

6 A. I'm providing this testimony on behalf of the applicant, Tonto Basin Water Co., Inc.  
7 ("Tonto Basin" or "Company") to support its request for certain relief related to the  
8 Company's Certificate of Convenience and Necessity ("CC&N").

9 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

10 A. I am employed by JW Water Holdings, LLC, a Colorado limited liability company  
11 ("JW Water") as General Manager. JW Water is the sole shareholder of Tonto Basin.

12 **Q. DOES JW WATER OWN THE STOCK OF OTHER ARIZONA PUBLIC  
13 SERVICE CORPORATIONS?**

14 A. Yes. JW Water is the sole shareholder of nine other utilities in Arizona and regulated  
15 by the Commission, including Golden Shores Water Company, Navajo Water Co.,  
16 Payson Water Co., Sunrise Vistas Utilities Company, Pine Meadows Utilities,  
17 Bensch Ranch Utilities, Coronado Utilities, The Links at Coyote Wash Utilities and  
18 Verde Santa Fe Wastewater Company.

19 **Q. PLEASE SUMMARIZE YOUR RESPONSIBILITIES FOR JW WATER AND  
20 ITS UTILITY SUBSIDIARIES, INCLUDING TONTO BASIN.**

21 A. My role as General Manager includes overseeing multiple different areas of the  
22 regulated water and wastewater utility business. For example, I oversee financial  
23 systems and reporting, manage insurance coverages, manage information  
24 technology, manage cash flow, and prepare material for rate cases and other  
25 Commission proceedings. This is not unlike many small businesses where  
26 employees often fill a number of different roles.

1 **Q. HAVE YOU EVER TESTIFIED BEFORE THE COMMISSION?**

2 A. No, this is my first time. We also are aware that pre-filing written testimony in a  
3 CC&N related proceeding is unusual. But this is not a conventional application and  
4 we wanted to provide as detailed a description as possible of the relief being sought  
5 under the circumstances.

6 **Q. THANK YOU. WILL YOU PLEASE PROVIDE A BRIEF SUMMARY OF**  
7 **YOUR PRE-FILED TESTIMONY?**

8 A. Boiled down, Tonto Basin is seeking two different forms of relief from the  
9 Commission concerning its CC&N. First, the Company seeks confirmation that  
10 approximately 150 customers are in fact within the Company's CC&N. All these  
11 customers are and for a long time have been connected to the Company's Cactus  
12 Forest system and receive water service from Tonto Basin per Commission-  
13 approved tariffs. Second, Tonto Basin is requesting that its CC&N be extended to  
14 include a number of neighboring and nearby lands in various stages of planning and  
15 use.<sup>1</sup> In support of these requests, I will provide background on the Company and  
16 describe the circumstances that gave rise to this unique application. I will also  
17 discuss our outreach efforts to customers and landowners and explain why Tonto  
18 Basin believes the relief sought is in the public interest.

19  
20  
21  
22  
23  
24  
25  
26

---

<sup>1</sup> The Company's "Proposed Water Service Boundary" is shown in Application Exhibit 6 and is comprised of (1) the Tonto Basin Cactus Forest CC&N reported by the Commission (see page 5 *infra*), (2) the "Confirmation Area" (see pages 5-6 *infra*), and (3) as part of the "Extension Area" (a) "Pinebrooke" (see page 8, *infra*), (b) landowners who consented to inclusion in the CC&N (see pages 9-10, *infra*), and (c) landowners who didn't respond to the Company's invitation to join to CC&N but whose properties are logical to include based on their location in a given section (see *id*).



1 **II. BACKGROUND.**

2 **A. Tonto Basin Water Company.**

3 **Q. WHEN WAS TONTO BASIN FORMED?**

4 A. In June 1998, the Commission approved a restructuring of Brooke Utilities, Inc.  
5 (“Brooke”) and Brooke Water, L.L.C. into seven separate water companies, one of  
6 which was Tonto Basin (Decision No. 60972) (“Reorganization”). United Utilities,  
7 Inc. (“United Utilities”), then a holding company itself or some other affiliate of  
8 Brooke, transferred its assets and CC&N to Tonto Basin. Tonto Basin ended up  
9 owning/operating five non-contiguous systems: four in Gila County – Lake  
10 Roosevelt Gardens East, Lake Roosevelt Gardens West, Roosevelt Lake Estates, and  
11 North Bay Estates, and one, Cactus Forest, in Pinal County.<sup>2</sup>

12 **Q. THAT MEANS AS OF JUNE 1998 TONTO BASIN WAS THE SUCCESSOR**  
13 **WATER PROVIDER TO THE SAME AREAS IT SERVES TODAY?**

14 A. Yes, I believe that to be correct.<sup>3</sup> To the best of our knowledge, the Reorganization  
15 was about changing entity names and regrouping the entities based on some  
16 generally corresponding geographic boundaries. There do not appear to have been  
17 any material changes in service that customers would have experienced beyond  
18 perhaps a change in the utility name on the monthly bill.

19 **Q. HAS TONTO BASIN BEEN IN CONTINUOUS SERVICE IN EACH OF ITS**  
20 **FIVE SYSTEMS SINCE THAT PROCEEDING?**

21 A. Yes, while all of this predates JW Water by 15 years, we certainly believe that the  
22 Company has been in continuous service in all five of its systems since the  
23 Reorganization.

24  
25 

---

<sup>2</sup> See application (filed February 12, 1998 in the Reorganization) at 2.

26 <sup>3</sup> See *id.*

1 **Q. IS THIS APPLICATION THE FIRST “DISCREPANCY” RELATED TO**  
2 **THE CC&N THAT JW WATER HAS HAD TO CORRECT SINCE ITS**  
3 **ACQUISITION?**

4 A. No, shortly after the acquisition in 2013, an error in Decision No. 60972 was  
5 discovered.

6 **Q. PLEASE EXPLAIN.**

7 A. In Docket No. W-03515A-14-0310 (“2014 Rate Case”), Staff determined that  
8 Decision No. 60972 had not actually transferred the CC&N for Cactus Forest to  
9 Tonto Basin.<sup>4</sup> Apparently, Exhibit 3 to Decision No. 60972 setting forth legal  
10 descriptions and CC&N maps omitted a legal description and map for Cactus Forest.  
11 Therefore, at the conclusion of the 2014 Rate Case, the Company filed an application  
12 to amend Decision No. 60972 to correct the omission that resulted in Decision No.  
13 75048 (April 30, 2015).<sup>5</sup>

14 **Q. DOES DECISION NO. 75048 CLARIFY THAT THE CACTUS FOREST**  
15 **SYSTEM IS PART OF TONTO BASIN’S CC&N?**

16 A. It does. Unfortunately, however, Decision No. 75048 did not include a reference to  
17 a CC&N map and legal description.<sup>6</sup>

18 **Q. WHEN WAS THE CACTUS FOREST CC&N FIRST ESTABLISHED?**

19 A. We don’t know and haven’t been able to find a Commission decision that predates  
20 the Reorganization order. We presume that it was initially granted to United Utilities  
21 but cannot be certain under these circumstances.

22 <sup>4</sup> See Direct Testimony of Michael S. Thompson (filed February 10, 2015 in the 2014 Rate Case)  
23 (“2015 Engineering Report”), Exhibit MST-1 at 6.

24 <sup>5</sup> See Decision No. 75162 (July 15, 2015) at 7:22-25; Tonto Basin’s Application to Amend Decision No.  
25 60972 Pursuant to A.R.S. 40-252 which application was pursuant to a settlement agreement with Staff in  
26 the 2014 Rate Case.

<sup>6</sup> The Cactus Forest CC&N map and legal description don’t appear to be anywhere in the Reorganization.  
See, e.g., Staff’s Memorandum (filed March 3, 1998 in the Reorganization) plotting the areas for transfer by  
United Utilities to Tonto Basin which includes only the Gila County systems.

1 **Q. HOW DOES THE COMMISSION CURRENTLY DESCRIBE THE CACTUS**  
2 **FOREST CC&N IN ITS RECORDS?**

3 A. Tonto Basin's Cactus Forest CC&N as described by the Commission generally  
4 encompasses 320.35 acres (0.50 square miles) and is located in portions of  
5 Sections 27, 28, and 34, Township 5 South, Range 10 East of the Gila and Salt River  
6 Base and Meridian.<sup>7</sup> The Company's actual service area, however, includes areas  
7 that are not part of the CC&N shown in the Commission's records today. The actual  
8 areas being served are described below:

- 9 • Section 27: The western portion of the southwest quarter is in  
10 the CC&N. The Company also serves about five parcels  
located to the north and east.
- 11 • Section 28: The southern portion of the southeast quarter is in  
12 the CC&N. The Company also serves roughly 15 parcels  
located to the north and west.
- 13 • Section 34: The northwest quarter is in the CC&N.  
14 Additionally, the Company serves much of the southwest,  
southeast, and northeast quarters, a total of approximately  
15 115 parcels.
- 16 • Section 33: No part of Section 33 is in the CC&N. The  
17 Company, however, serves northern portions of the northeast  
and northwest quarters, approximately 20 parcels.<sup>8</sup>

18 In other words, the Commission appears to account for only about two-fifths or  
19 40 percent of the total area where the Company has been and is currently serving  
20 customers as being in the CC&N.

21  
22  
23  
24 

---

<sup>7</sup> 2015 Engineering Report, Exhibit MST-1 at 6.

25 <sup>8</sup> See Application, Exhibit 6. The additional areas being served are referred to as the "Confirmation Area."  
26 In the instance where a customer owns an adjacent parcel or parcels, typically vacant land, those parcels  
have been included in the Confirmation Area.

1           **B.     Tonto Basin's Customers Requiring Confirmation.**

2   **Q.     WHAT LED TO THE DISCOVERY THAT SOME OF TONTO BASIN'S**  
3       **CACTUS FOREST CUSTOMERS ARE NOT IN THE CC&N REPORTED**  
4       **BY THE COMMISSION?**

5   A.     The Company has undertaken major system improvements over the past few years.  
6       During a survey in connection with one of those projects, Pinal County brought to  
7       our attention that some of the Company's existing lines and other facilities are  
8       located outside of the County franchise area. We promptly confirmed that the  
9       Commission's map mirrors the map attached to the franchise. But it certainly was a  
10      surprise that approximately 150 customers connected to our system, receiving  
11      service and being billed are omitted from the CC&N as described by the  
12      Commission.

13   **Q.     DO THESE OMITTED CUSTOMERS MAKE UP THE CONFIRMATION**  
14      **AREA SHOWN IN APPLICATION EXHIBIT 6?**

15   A.     Yes. We've also provided all of the parcel descriptions in Application Exhibit 7. To  
16      protect customer privacy, however, detailed information such as service address and  
17      customer name is excluded.<sup>9</sup>

18   **Q.     WERE THESE CONFIRMATION AREA CUSTOMERS NOTIFIED OF**  
19      **TONTO BASIN'S INTENT TO FILE AN APPLICATION TO EXTEND ITS**  
20      **CC&N?**

21   A.     Yes, we sent a letter to these customers explaining the discovered omission and the  
22      Company's plan to seek redress.<sup>10</sup> These customers were given an opportunity to  
23      inform the Company of any objection to its proposal.

24  
25   \_\_\_\_\_  
<sup>9</sup> If requested, necessary customer information will be provided to Staff pursuant to a protective agreement.

26   <sup>10</sup> The letter sent to customers located outside the CC&N shown by the Commission is attached to the Application as Exhibit 8.

1 **Q. HAS ANYONE OBJECTED TO HAVING THEIR PROPERTY**  
2 **CONFIRMED AS INCLUDED IN THE CC&N?**

3 A. No.

4 **C. The Request to Expand the Cactus Forest CC&N.**

5 **Q. HAS THE COMPANY IDENTIFIED THE PROPERTIES THAT ARE PART**  
6 **OF THE “REQUEST TO EXTEND” THE CC&N?**

7 A. Yes, Application Exhibit 6 also illustrates the CC&N “Extension Area.”

8 **Q. IS THE EXTENSION REQUEST CONNECTED TO THE CONFIRMATION**  
9 **REQUEST YOU HAVE ALREADY DISCUSSED?**

10 A. Only in the sense that one gave opportunity for the other.

11 **Q. PLEASE EXPLAIN.**

12 A. While we were assessing the extent to which connected and paying customers were  
13 not shown in the recorded CC&N, and what remedy is needed, we became aware of  
14 the significant extent of wildcat subdividing going on around the Cactus Forest  
15 system. Unfortunately, we also became aware of a number of wildcat water systems  
16 being operated under so-called well sharing agreements. We have no interest in  
17 seeing a Rio Verde Foothills like fiasco near Florence.<sup>11</sup>

18 **Q. ARE YOU SUGGESTING THE SAME THING COULD HAPPEN IN OR**  
19 **AROUND CACTUS FOREST?**

20 A. Hypothetically, it can happen anywhere in Arizona where lack of planning or greed  
21 outstrips limited water supplies. Practically, it is a cautionary tale for all utility  
22 providers, regulators, and responsible citizens. I do not claim to know all the facts  
23 and circumstances that led to the difficult scenario that was Rio Verde Foothills, but  
24 we are definitely concerned about actions going on around us that threaten the shared  
25

---

26 <sup>11</sup> See Docket No. W-01303A-22-0264.

1 aquifer and undermine coherent regional planning. By offering neighboring  
2 landowners the opportunity to be included in the Cactus Forest CC&N, Tonto Basin  
3 seeks to promote sound regional planning of Pinal County's very limited water  
4 supplies.

5 **Q. THANK YOU, MR. JONES. WHAT OTHER FACTORS CONTRIBUTED**  
6 **TO THE COMPANY'S DECISION TO FILE THE CC&N EXTENSION**  
7 **REQUEST?**

8 A. We received a request to extend service from the developer of four parcels located  
9 close to the Company's CC&N. Expanding the CC&N to include "Pinebrooke" is  
10 another reason for this Application.<sup>12</sup> The location of Pinebrooke is also illustrated  
11 in Exhibit 6 to the Application.

12 **Q. IS DEVELOPMENT IN PINEBROOKE IMMINENT?**

13 A. The first of several phases of Pinebrooke ("Pinebrooke Phase I") is the subject of a  
14 signed line extension agreement ("LXA") but planning is still in an early stage.<sup>13</sup>  
15 However, the Pinebrooke owners have expressly requested the extension of water  
16 utility service and Tonto Basin is the logical entity to extend service to Pinebrooke  
17 Phase I and the other parts of the larger property. We chose to request the extension  
18 to include Pinebrooke and the other properties concurrently with the request for  
19 clarification that the Confirmation Area is in the CC&N. This way, the Commission  
20 can get a full picture of the circumstances and reasons for the unusual nature of this  
21 Application.

22 **Q. WHAT "OTHER PROPERTIES" ARE INCLUDED IN THE EXTENSION**  
23 **REQUEST?**

24 A. Roughly 130 parcels scattered throughout Sections 27, 28, 33, and 34 belonging to

---

25 <sup>12</sup> See Application at 6:9 – 8:3.

26 <sup>13</sup> A copy of the agreement is Exhibit 12 to the Application.



1 some 70 landowners the Company invited to join the CC&N.<sup>14</sup> Parcel descriptions  
2 are attached as Application Exhibit 15.<sup>15</sup>

3 **Q. HOW DID THE COMPANY IDENTIFY WHICH LANDOWNERS IT**  
4 **WOULD “INVITE”?**

5 A. Through Pinal County’s records we identified properties that did not appear to be  
6 located in the service territory of an authorized water provider. The Company then  
7 sent a letter explaining its willingness to extend the CC&N to include these  
8 additional properties and for the landowner to indicate their consent or objection.<sup>16</sup>  
9 Thirteen landowners consented (comprising approximately 35 parcels), two  
10 objected, and around 50 did not respond (almost 100 parcels).<sup>17</sup> The ones that  
11 objected have not been included in the extension request.

12 **Q. IS THE COMPANY PROPOSING TO INCLUDE IN THE CC&N PARCELS**  
13 **FOR WHICH IT DID NOT RECEIVE CONSENT?**

14 A. Yes, there are just under 100 parcels for which we received neither a consent nor an  
15 objection that the Company proposes to include in the CC&N because including  
16 these additional properties limits gaps or holes in the CC&N. These properties that  
17

18  
19 <sup>14</sup> The parcels are collectively labeled “Extension Area” and “Non-customer Who Didn’t Respond” on  
Application Exhibit 6. The Company is proposing to include various non-responding landowners as  
discussed herein.

20 <sup>15</sup> If requested, a version with necessary landowner information will be provided to Staff pursuant to a  
protective agreement.

21 <sup>16</sup> See Application, Exhibit 13.

22 <sup>17</sup> The completed forms are attached to the Application as Exhibit 14. Of the approximately 70 “Landowner  
Letters” that were mailed, 23 turned out to be directed to current customers and therefore were sent in error.  
23 Of the 23, 11 current customers returned the consent form, all indicating consent to having their properties  
included in the CC&N (they are part of the Confirmation Area (*see* Application Exhibit 6)), and 12 did not  
24 respond. Nobody objected. The 12 non-responses are also included in the Confirmation Area since they  
are customers receiving service and there were no outright objections to inclusion in the CC&N. The  
25 Company is still working to obtain written responses from landowners more recently identified due to  
apparent changes in ownership and/or the subdividing of parcels. The Application will be supplemented as  
26 necessary.

1 did not object are logical for inclusion given the new proposed CC&N boundaries.<sup>18</sup>  
2 In contrast, we left out about 15 parcels belonging to non-responding, non-customer  
3 landowners because they are located on the boundaries and could be left out without  
4 creating large holes in the CC&N.

5 **Q. GENERALLY, IS THIS LAND WE'RE TALKING ABOUT DEVELOPED**  
6 **OR UNDEVELOPED?**

7 A. The majority is vacant land. Most of the consenting landowners have one or more  
8 parcels, the largest properties totaling 100 acres or more. In those instances, we  
9 contacted the landowner to discuss their current plans for development. None of  
10 these other landowners has "immediate" development plans but each certainly has  
11 their reasons for consenting to have their property included in Tonto Basin's CC&N.  
12 They have also been informed that while there is no cost to be included in this request  
13 to extend the CC&N, line extension agreements, advances and/or contributions in  
14 aid of construction and other tariffed fees and costs may be required before water  
15 service can be extended, even inside the CC&N.

16 **Q. WERE LANDOWNERS INFORMED THAT THEY DO NOT HAVE TO**  
17 **TAKE SERVICE FROM TONTO BASIN IF THEY HAVE THEIR OWN**  
18 **WELL?**

19 A. Yes, this was clearly stated in our letter.<sup>19</sup> We hope landowners will choose  
20 regulated and regionally coordinated water utility service but even if a property is  
21 within the CC&N, we understand we cannot stop lawful self-service and informed  
22 these landowners of their right to not be served by Tonto Basin.

23  
24  
25  
26

---

<sup>18</sup> See Application, Exhibit 6 for the parcels labeled "Non-Customer Who Didn't Respond."

<sup>19</sup> See Application, Exhibit 13.

1 **Q. WHAT IF A LANDOWNER SEEKS TO INTERVENE TO HAVE THEIR**  
2 **PROPERTY INCLUDED OR EXCLUDED FROM THE CC&N?**

3 A. Tonto Basin is generally willing to serve any property in the area that is not served  
4 by another water utility, and which can be lawfully, safely and adequately provided  
5 water utility service. Growing the customer base is a good thing. Additionally, any  
6 inclusions that limit or avoid unnecessary holes in the CC&N would be welcome if  
7 the landowners are going to be subject to applicable rules and regulations and the  
8 Company's tariffs. We will evaluate any such requests to be included if they are  
9 made in the docket we are initiating with that mindset.

10 **Q. ARE THERE ANY OTHER REGULATED WATER UTILITIES OR**  
11 **MUNICIPAL WATER PROVIDERS NEARBY THAT COULD ALSO**  
12 **EXTEND SERVICE TO THE AREAS COVERED BY TONTO BASIN'S**  
13 **CC&N EXTENSION REQUEST?**

14 A. None to our knowledge. The closest municipal water provider is Florence, and its  
15 distance is prohibitive in comparison to our proximity to the Extension Area.

16 **III. TONTO BASIN'S REQUESTS FOR RELIEF WILL SERVE THE PUBLIC**  
17 **INTEREST.**

18 A. **Request for Confirmation.**

19 **Q. MR. JONES, TO MAKE SURE THERE IS NO AMBIGUITY, PLEASE**  
20 **SUMMARIZE THE COMPANY'S REQUEST.**

21 A. I'm glad to do so because it is really quite simple. We have roughly 150 customers  
22 connected to our system that have been served by the Company or its predecessor  
23 for decades but are not included in the Commission's records of Tonto Basin's  
24 CC&N. We do not know why and don't think it matters. The Company and each of  
25 these properties' owners and/or occupants believe they are and act like customers  
26 and the Commission's records should correctly reflect that. It is hard to imagine this

1 would be in dispute in this proceeding.<sup>20</sup>

2 **B. Request for Extension to New Properties.**

3 **Q. MR. JONES, PLEASE SIMILARLY SUMMARIZE THE COMPANY'S**  
4 **REQUEST TO EXTEND ITS CC&N.**

5 A. The request to extend can be seen in fairly simple terms as well. First, there is the  
6 extension to Pinebrooke, a conventional extension of service by a water utility to  
7 property just outside its CC&N. There is a line extension agreement for Pinebrooke  
8 Phase I and the request from and consent of the stakeholders. Second, there are  
9 nearby and neighboring property owners who have chosen to take advantage of  
10 Tonto Basin's Application to request that their properties also be included in the  
11 Company's CC&N. Third, there are nearby and neighboring properties that we  
12 believe should be included in the extension of the CC&N due to their location and  
13 to avoid creating holes in the CC&N.

14 **Q. WHY IS IT IN THE PUBLIC INTEREST TO ALLOW ALL THESE LANDS**  
15 **WITHOUT AN IMMEDIATE NEED FOR WATER OR CURRENT PLANS**  
16 **FOR DEVELOPMENT INTO THE CC&N?**

17 A. We are presenting the choice of safe and reliable water service subject to the full  
18 suite of state regulation, including rates determined by the Commission. We hope  
19 most if not all of the landowners coming into the CC&N will choose to work with  
20 us to extend service to their properties rather than continuing to build more wildcat  
21 water systems. The public interest is better served when landowners and utilities  
22 coordinate in a growing area facing many challenges related to water supplies.

23  
24  
25  
26 

---

<sup>20</sup> See Application at 4 n.8.

1 **Q. SHOULD THESE EXTENSIONS BE CONDITIONED ON ANY SPECIFIC**  
2 **FUTURE APPROVALS OR OTHER MATTERS?**

3 A. Not in our opinion. I understand it is common for CC&N extensions to be  
4 conditioned on the utility filing proof that certain development related approvals  
5 have been obtained or other milestones achieved by specified deadlines. Conditions  
6 involving deadlines would be problematic here because only one part of one of the  
7 properties subject to the extension request has any kind of a development plan.  
8 Setting deadlines based on when expected approvals will be obtained if development  
9 takes place would be an arbitrary exercise likely to result in multiple additional  
10 proceedings to extend deadlines or worse, the very hop-scotch type of development  
11 we are hoping to help the community guard against.

12 **Q. WOULD TONTO BASIN SUPPORT CONDITIONS THAT REQUIRE**  
13 **LANDOWNERS TO COMPLY WITH ALL APPLICABLE LAW AND**  
14 **REGULATIONS, INCLUDING ADWR, ADEQ, PINAL COUNTY AND THE**  
15 **COMMISSION BEFORE THE COMPANY PROVIDES SERVICE TO ANY**  
16 **OF THE PROPERTIES IN THE EXTENSION AREA?**

17 A. Yes, and we request that any Commission order to extend the CC&N expressly state  
18 as much.

19 **Q. DOES TONTO BASIN HAVE OR WILL IT HAVE SUFFICIENT WATER**  
20 **SUPPLY TO SERVE ALL OF THESE AREAS IT SEEKS TO INCLUDE IN**  
21 **THE CACTUS FOREST CC&N?**

22 A. Yes. Tonto Basin drilled a new well in 2021 which replaced an older well that was  
23 not producing sufficient supply. The production from this new well is an  
24 improvement of approximately 100 gallons per minute and gives us confidence that  
25 our supply will be able to meet demand in the area. Moreover, additional wells can  
26 be drilled as necessary in the future subject to applicable regulation.

1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 A. Yes.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 2**

**CORPORATE INFORMATION FOR TONTO BASIN**

**Applicant Proper Name:** Tonto Basin Water Co., Inc.

**Applicant Address:** 7581 E. Academy Boulevard, Suite 229  
Denver, CO 80230

**Corporate Structure:** For-profit Chapter "C" Corporation  
1,000 Shares authorized  
1,000 shares issued on December 2, 1997

**Officers:** Jason Williamson, President & Secretary  
7581 E. Academy Boulevard, Suite 229  
Denver, CO 80230

**Directors:** Jason Williamson  
7581 E. Academy Boulevard, Suite 229  
Denver, CO 80230

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 3**

**CERTIFICATE OF GOOD STANDING  
FOR  
TONTO BASIN**



# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

**TONTO BASIN WATER CO., INC.**

ACC file number: 08227167

was incorporated under the laws of the State of Arizona on 12/02/1997;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 12/12/2023



*Douglas R. Clark*

**Douglas R. Clark, Executive Director**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 4**

**TONTO BASIN**

**GENERAL STATEMENT OF FINANCIAL CONDITION**

## Profit &amp; Loss

October 2022 through September 2023

10/12/23

Accrual Basis

	Oct '22 - Sep 23
Ordinary Income/Expense	
Income	
Income	
1 · WATER INCOME	
460 · Unmetered Water Revenue	4,864.62
461 · Metered Water Revenue	
461.1 · Metered Sales Residential Custo	511,551.26
461.2 · Metered Sales Commercial Custom	26,396.67
Total 461 · Metered Water Revenue	537,947.93
474 · Other Water Revenues	6,023.78
Total 1 · WATER INCOME	548,836.33
Total Income	548,836.33
Total Income	548,836.33
Gross Profit	548,836.33
Expense	
Operating Expenses	
600 · WATER OPERATING EXPENSES	
601 · Salaries & Wages	
601.1 · Salaries & Wages - Operators	83,819.81
601.2 · Salaries & Wages - Admin	35,058.33
Total 601 · Salaries & Wages	118,878.14
604 · Employee Benefits & Health Insu	4,750.93
615 · Purchased Power	46,554.76
618 · Chemicals	3,974.75
620 · Materials & Supplies	
620.1 · Repairs & Maintenance	
620.1.2 · Distribution Line Repairs	2,400.00
620.1 · Repairs & Maintenance - Other	11,652.28
Total 620.1 · Repairs & Maintenance	14,052.28
620.3 · Postage & Delivery	3,553.50
620 · Materials & Supplies - Other	72,412.69
Total 620 · Materials & Supplies	90,018.47
630 · Contractual Services	742.88
632 · Contractual Services - Accounti	4,391.28
633 · Contractual Services - Legal	5,938.40
634 · Contractual Services - Mgmt Fee	189,998.40
635 · Contractual Services - Testing	11,457.33
636 · Contractual Services - Other	
636.1 · Operations Supervision	1,170.00
636.2 · Storage Tank Monitors	100.77
636.3 · Contractor Operations & Mainten	8,651.17
636 · Contractual Services - Other - Other	6,760.14
Total 636 · Contractual Services - Other	16,682.08
641 · Rental of Buildings / Real Prop	21,969.33
642 · Equipment Rental	14,441.04
650 · Transportation Expense	6,807.48
651 · Vehicle Expense	39,538.44
657 · Insurance - General Liability	2,514.74
659 · Insurance - Other	19,732.72
665 · Rate Case Expense	68,462.07
666 · Regulatory Commission Exp-Amort	1,394.00
667 · Regulatory Commission Expense	223.26
670 · Bad Debt Expense	3,462.46

## Profit &amp; Loss

October 2022 through September 2023

	Oct '22 - Sep 23
675 · Miscellaneous Expense	
675.1 · Dues & Subscriptions	2,405.68
675.2 · Travel Expense	1,775.48
675.3 · Bank Fees & Charges	2,557.69
675.4 · Other Utility Expense	541.24
675.5 · Communications Expense	4,031.32
675 · Miscellaneous Expense - Other	113.25
<b>Total 675 · Miscellaneous Expense</b>	<b>11,424.66</b>
<b>Total 600 · WATER OPERATING EXPENSES</b>	<b>683,357.62</b>
<b>Total Operating Expenses</b>	<b>683,357.62</b>
403.600 · Depreciation Expense	232,044.64
408 · Taxes Other than Income	
408.1 · Property Taxes	23,002.04
<b>Total 408 · Taxes Other than Income</b>	<b>23,002.04</b>
409 · Income Taxes	
409.1 · State Income Taxes	50.00
<b>Total 409 · Income Taxes</b>	<b>50.00</b>
66900 · Reconciliation Discrepancies	175.27
<b>Total Expense</b>	<b>938,629.57</b>
<b>Net Ordinary Income</b>	<b>-389,793.24</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
419 · Interest & Dividend Income	158.35
421 · Non Utility Income	6,001.15
<b>Total Other Income</b>	<b>6,159.50</b>
<b>Other Expense</b>	
427 · Interest Expense	48,088.47
<b>Total Other Expense</b>	<b>48,088.47</b>
<b>Net Other Income</b>	<b>-41,928.97</b>
<b>Net Income</b>	<b>-431,722.21</b>

## Balance Sheet

As of September 30, 2023

	Sep 30, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
131 · Cash	
131.1 · FirstBank Checking	14,366.81
Total 131 · Cash	14,366.81
Total Checking/Savings	14,366.81
Accounts Receivable	
141 · Customer Accounts Receivable	41,126.47
Total Accounts Receivable	41,126.47
Other Current Assets	
165 · Refundable Security Deposits	-275.00
175 · Main Extension Agmt Deposits	-6,066.00
Total Other Current Assets	-6,341.00
Total Current Assets	49,152.28
Fixed Assets	
101 · Utility Plant in Service	
101.1 · WATER	
303 · Land and Land Rights	5,241.00
304 · Structures & Improvements	962,796.72
307 · Wells and Springs	684,483.49
309 · Water Supply Mains	2,327.50
310 · Power Generation Equipment	21,427.48
311 · Pumping Equipment	452,936.85
320 · Water Treatment Equipment	
320.1 · Water Treatment Plants	181,837.00
320.2 · Solution Chemical Feeders	60,216.20
320.4 · Arsenic Treatment	28,804.62
Total 320 · Water Treatment Equipment	270,857.82
330 · Distribution Reservoirs and Sta	
330.1 · Storage Tanks	472,597.04
330.2 · Pressure Tanks	48,432.83
Total 330 · Distribution Reservoirs and Sta	521,029.87
331 · Transmission and Distribution M	4,128,561.73
333 · Services	727,435.09
334 · Meters and Meter Installations	556,210.32
335 · Hydrants	5,269.00
339 · Other Plant & Misc Equip	121,004.00
340 · Office Furniture & Equipment	229.94
343 · Tools, Shop, & Garage Equip	1,866.17
345 · Power Operated Equipment	15,921.00
346 · Communications Equipment	279,362.59
347 · Miscellaneous Equipment	3,981.00
348 · Other Tangible Plant	6,078.00
Total 101.1 · WATER	8,767,019.57
Total 101 · Utility Plant in Service	8,767,019.57
105 · Construction Work in Progress	-78.21
108 · Accumulated Depreciation	
108.1 · WATER	
304.10 · A/D Structures & Improvements	-269,465.30
307.10 · A/D Wells & Springs	-332,512.84
310.10 · A/D Power Generation Equipment	-541.78
311.10 · A/D Pumping Equipment	-335,212.25

## Balance Sheet

As of September 30, 2023

	Sep 30, 23
320.10 · A/D Water Treatment Equipment	
320.1.1 · A/D Water Treatment Plants	-83,624.99
320.2.1 · A/D Solution Chemical Feeders	-60,216.20
320.4.1 · A/D Arsenic Treatment	-2,880.46
<b>Total 320.10 · A/D Water Treatment Equipment</b>	<b>-146,721.65</b>
330.10 · A/D Distribution Reservoirs & S	
330.1.1 · A/D Storage Tanks	-106,984.30
330.2.1 · A/D Pressure Tanks	-35,679.08
<b>Total 330.10 · A/D Distribution Reservoirs &amp; S</b>	<b>-142,663.38</b>
331.10 · A/D Transmission & Distribution	-268,919.72
333.10 · A/D Services	-65,867.34
334.10 · A/D Meters & Meter Installation	-281,975.82
335.10 · A/D Hydrants	-2,537.76
339.10 · A/D Other Plant & Misc Equipmen	-121,004.00
340.10 · A/D Office Furniture & Equipmen	-92.37
343.10 · A/D Tools, Shop, & Garage Equip	-237.24
345.10 · A/D Power Operated Equipment	-4,158.41
346.10 · A/D Communications Equipment	-32,082.45
347.10 · A/D Miscellaneous Equipment	-3,981.00
348.10 · A/D Other Tangible Plant	-6,078.00
<b>Total 108.1 · WATER</b>	<b>-2,014,051.31</b>
<b>108.99 · A/D - Interim Periods Only</b>	<b>-81,680.00</b>
<b>Total 108 · Accumulated Depreciation</b>	<b>-2,095,731.31</b>
<b>Total Fixed Assets</b>	<b>6,671,210.05</b>
<b>TOTAL ASSETS</b>	<b>6,720,362.33</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
231 · Accounts Payable	425,726.20
<b>Total Accounts Payable</b>	<b>425,726.20</b>
<b>Other Current Liabilities</b>	
186.2 · Deferred Financing Fees	-14,599.78
235 · Customer Deposits	
235.1 · Customer Security Deposits	12,888.58
235.2 · Meter Deposits	40,208.00
<b>Total 235 · Customer Deposits</b>	<b>53,096.58</b>
236 · Accrued Taxes Payable	
236.1 · AZ Use-Sales Tax	6,377.72
236.5 · Property Tax	13,701.20
236.6 · Income Tax	50.00
<b>Total 236 · Accrued Taxes Payable</b>	<b>20,128.92</b>
237 · ACC Surcharge	2,171.44
281 · Accumulated Deferred Income Tax	-11,876.00
<b>Total Other Current Liabilities</b>	<b>48,921.16</b>
<b>Total Current Liabilities</b>	<b>474,647.36</b>

## Balance Sheet

As of September 30, 2023

	Sep 30, 23
Long Term Liabilities	
224 · Long Term Debt	
224.1 · WIFA - 2021 CF Loan	1,555,418.20
224.2 · WIFA - 2022 CF Loan	466,974.23
Total 224 · Long Term Debt	2,022,392.43
252 · Advances in Aid of Construction	90,004.58
253 · Deferred Regulatory Liability	-29,720.94
271 · Contributions in Aid of Constr	
271.1 · CIAC in progress	682,110.00
271 · Contributions in Aid of Constr - Other	801,607.49
Total 271 · Contributions in Aid of Constr	1,483,717.49
272 · Accumulated Amort of CIAC	-470,041.52
Total Long Term Liabilities	3,096,352.04
Total Liabilities	3,570,999.40
Equity	
201 · Common Stock Issued	276,219.00
211 · Additional Paid-In Capital	3,129,255.48
215 · Retained Earnings	24,289.44
Net Income	-280,400.99
Total Equity	3,149,362.93
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>6,720,362.33</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 5**  
**WATER USE DATA**



Tonto Basin

Oct 2022 - Sep 2023 Water Usage Data

Oct 2022 - Sep 2023	CACTUS FOREST	
	Water withdrawn (gallons)	Water sold (gallons)
January	1,476,048	1,207,060
February	1,338,789	1,090,520
March	1,288,944	1,091,980
April	1,726,232	1,485,065
May	2,321,458	2,178,860
June	2,607,784	2,388,730
July	3,004,573	2,772,650
August	2,725,258	2,441,410
September	2,129,627	1,915,590
October	2,098,556	1,841,920
November	1,718,567	1,527,560
December	1,612,645	1,403,850
<b>TOTAL</b>	<b>24,048,481</b>	<b>21,345,195</b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 6**

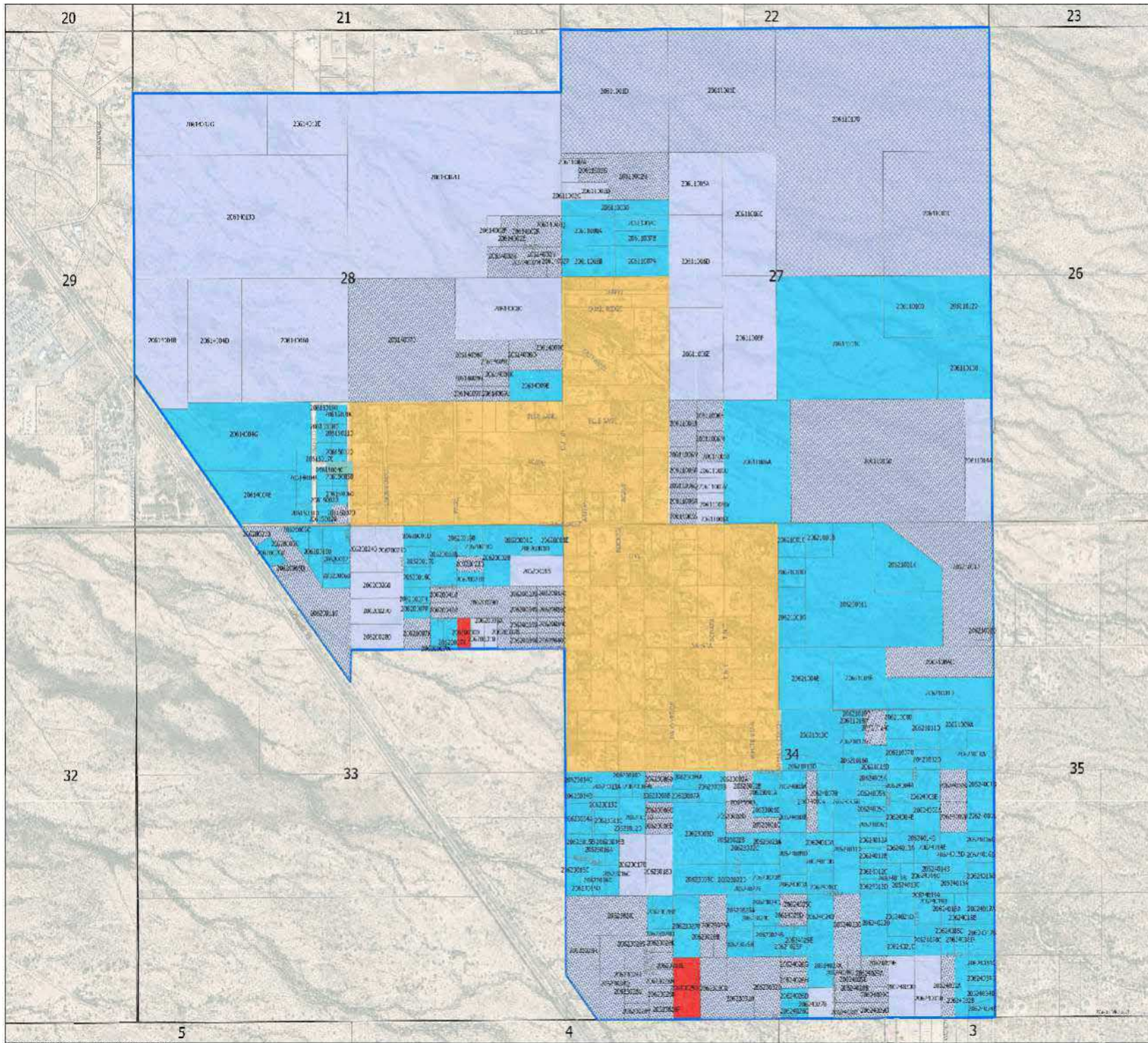
**MAP OF**

**CC&N REPORTED BY COMMISSION**

**CONFIRMATION AREA**

**AND**

**EXTENSION AREA**



- Legend
- Proposed Water Service Boundary
  - Current CC&N Reported by Commission
  - Confirmation Area
  - Extension Area
  - Pinebrooke
  - Non-customer Who Didn't Respond
  - Non-Customer Who Objected to CC&N
  - Parcels

**EXHIBIT 6**  
**CONFIRMATION**  
**AND CC&N**  
**EXTENSION AREA**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 7**  
**LEGAL DESCRIPTIONS**  
**FOR CONFIRMATION AREA**



Parcel No.	Section No.	Property Description
20620001C	33	BEG AT A PT 33' S & W OF THE NE CR OF SEC 33-5S-10E TH W-417.68' TO TPOB TH CONT W-208.84' TH S-296' TH E-208.84' TH N-296' TO TPOB SEC 33-5S-10E 1.42 AC
20620001E	33	BEGINNING AT THE NE CORNER OF SEC 33-5S-10E TH W-241.84' TH S-329' TH E-241.84' TH N-329' TO THE POINT OF BEGINNING, SEC 33-5S-10E 1.82 AC
206110030	27	S1/2 S1/2 N1/2 SW NW OF SEC 27-5S-10E 5.00 AC
20611008A	27	COM @ THE W/4 CORNER OF SEC 27-5S-10E TH N-330.22 TO POB TH N-330 .22 THE-662.89 TH S-300.15 TH W-663.06 TO POB; AKA PARCEL A IN B K 23 OF SURVEYS PG 133, 5.00 AC
206210110	34	N1/2 E1/2 W1/2 E1/2 S1/2 S1/2 NE EXC N-71/2 AC & TOGETHER WITH S-71/2 OF N-15' OF W1/2 W1/2 E1/2 S1/2 S1/2 NE OF SEC 34-6S-10E 2.44 AC
20624003B	34	N1/2 E1/2 NW NE SE OF SEC 34-5S-10E 2.50 AC
20624003A	34	S1/2 E1/2 NW NE SE OF SEC 34-5S-10E 2.50 AC
20621010A	34	S1/2 SE SE NE EXC N-43.00' OF W1/2 THEREOF; INCL S-43.00' OF E1/2 N1/2 SE SE NE SEC 34-5S-10E 5.00 AC + OR -
20624001B	34	N1/2 E1/2 NE NE SE OF SEC 34-5S-10E 2.50 AC
20624004A	34	N1/2 W1/2 NW NE SE OF SEC 34-5S-10E 2.51 AC
20624013A	34	N1/2 W1/2 SW NE SE OF SEC 34-5S-10E 2.51 AC
20624013C	34	E1/2 S1/2 W1/2 SW NE SE OF SEC 34-5S-10E 1.26 AC
206240060	34	W1/2 NE NW SE OF SEC 34-5S-10E 5.00 AC
20624007B	34	E-198 E1/2 NW NW SE OF SEC 34-5S-10E 3.003 AC
20624008B	34	S1/2 W1/2 NW NW SE OF SEC 34-5S-10E 2.50 AC
20624009A	34	S-220' OF W1/2 SW NW SE OF SEC 34-5S-10E 1.66 AC
20624026G	34	N2 N2 W2 SW SW SE OF SEC 34-5S-10E 1.25 AC
206240240	34	E1/2 NW SW SE OF SEC 34-5S-10E 5.00 AC
20624027A	34	N1/2 E1/2 SW SW SE OF SEC 34-5S-10E 2.50 AC
20624013B	34	W1/2 S1/2 W1/2 SW NE SE OF SEC 34-5S-10E 1.26 AC
20624010B	34	S-213.41' OF N-413.93' OF THE E1/2 SW NW SE OF SEC 34-5S-10E 1.61 AC
20624016B	34	S1/2 E1/2 SE NE SE OF SEC 34-5S-10E 2.50 AC
20624017B	34	S1/2 E1/2 NE SE SE OF SEC 34-5S-10E 2.50 AC
20624017A	34	N1/2 E1/2 NE SE SE OF SEC 34-5S-10E 2.50 AC
20624015D	34	W1/2 SE NE SE OF SEC 34-5S-10E EXC FOR THE S-220' THEREOF SEC 34-5S-10E 3.35 AC
206240220	34	E1/2 NE SW SE OF SEC 34-5S-10E 5.00 AC

20621004F	34	See Attachment
206240200	34	S1/2 E1/2 NW SE SE OF SEC 34-5S-10E 2.50 AC
20623024B	34	SE NE SE SW OF SEC 34-5S-10E 2.50 AC
20623028B	34	BEG AT NE CR OF NE SW SW OF SEC 34-5S-10E TH S-350' TH E-248' TO POB 2.00 AC
20623028D	34	S-70 OF N-420 OF E-318 OF NE SW SW & W-70 OF N-350 OF E-318 OF NE SW OF SW OF SEC 34-5S-10E 1.06 AC
20623023B	34	S1/2 E1/2 SE NE SW OF SEC 34-5S-10E 2.50 AC
20623023A	34	N1/2 E1/2 SE NE SW OF SEC 34-5S-10E 2.50 AC
20623004A	34	N1/2 W1/2 NW NE SW EXC S-147' OF SEC 34-5S-10E 1.39 AC
206230090	34	1.00 AC IN W1/2 NE NW SW OF SEC 34-5S-10E
206230120	34	W1/2 NE NW SW EXC N-264' & E-110' OF SEC 34-5S-10E 2.20 AC
206230110	34	E-110' EXC N-264' OF W1/2 NE NW SW OF SEC 34-5S-10E .80 AC
20623013A	34	N-264' OF E-330' E1/2 NW NW SW OF SEC 34-5S-10E 2.00 AC
20623013C	34	BEG SE CR E1/2 NW NW SW W-278.75 N-264.00 E-258.75 N-132.00 E-20 S-396.00 TO POB SEC 34-5S-10E 1.750 AC
20623034A	34	S1/2 W1/2 NW NW SW OF SEC 34-5S-10E 2.50 AC
20623014C	34	N1/2 NW NW NW SW OF SEC 34-5S-10E 1.25 AC
20620002B	33	BEG AT NE CR OF SEC 33-5S-10E TH W-660' TO POB TH S-660' TH W-330' TH N-330' TH E-19.8' TH N-139.43' TH W-14.5' TH N-190.36' TH E-344.5' TO POB SEC 33-5S-10E 5 AC
206200160	33	S-222' OF W1/2 NE NW NE SEC 33-5S-10E 1.68 AC
20624016C	34	N1/2 N1/2 E1/2 SE NE SE OF SEC 34-5S-10E 1.25 AC
20620007P	33	S1/2 NW SE NW NE SEC 33-5S-10E 1.25 AC
20624019A	34	See Attachment
20623016C	34	E1/2 S1/2 E1/2 SW NW SW OF SEC 34-5S-10E 1.25 AC
20621013C	34	BEG @ CTR OF SEC 34-5S-10E N89D E-33 N01D W-170.08 TO POB N89D E-261.90 S79D E-105.94 S-65 S84D E-404.21 N594.95 S89D W-132.00 N-20 S89D W-649.93 S01D E-490.05 TO POB SEC 34-5S-10E 9.65 AC
20623013D	34	BEG SW CR E1/4 NW NW SW N-396.00 E-310.00 S-132.00 W-258.75 S-264 .00 W-51.25 TO POB SEC 34-5S-10E 1.250 AC
20623016D	34	W1/2 S1/2 E1/2 SW NW SW OF SEC 34-5S-10E 1.25 AC
20623014D	34	S1/2 NW NW NW SW OF SEC 34-5S-10E 1.25 AC

20623001A	34	COMM @ THE W QTR COR OF SEC 34-5S-10E S-89DEG47'37 E-2640.84 S-0DEG0'12 E-327.93 POB S0DEG0'12 E-164.93 N-89DEG50'33 W-330.13 N0DEG0'01 W-164.94 S-89DEG50'27 E-330.12 POB SEC 34-5S-10E 2.5 AC E1/2 S1/2 W1/2 SE NE SW OF SEC 34-5S-10E 1.25 AC (3) W1/2 NW SE NE SW OF SEC 34-5S-10E 1.25 AC W1/2 N1/2 E1/2 SW NW SW OF SEC 34-5S-10E 1.25 AC NE NW NE SW OF SEC 34-5S-10E 2.50 AC S-220' OF W1/2 SE NE SE OF SEC 34-5S-10E 1.67 AC COMM @ SE COR OF SEC 34-5S-10E N-1320.14 W-995.31 TO POB TH S-451.04 W-331.65 N-451.03 E-331.77 TO POB 3.43 AC BEG @ SE COR OF SEC 34-5S-10E; TH W-1325.66' TH N-660.24' TO TPOB TH CONT N-209.21'; TH E-331.62'; TH S-209.16'; TH W-331.57' TO POB SEC 34-5S-10E 1.55 AC + OR -
20623022E	34	
20623022B	34	
20623016A	34	
20623003B	34	
20624015A	34	
20624021D	34	
20624021C	34	
20624034B	34	COMM @ SE COR OF SEC 34-5S-10E N-210.75 TO POB S74D53'39W A DIST 343.47 N-210.45 E-331.57 S-120.7 TO POB 1.27 AC N1/2 W1/2 NW NW SE OF SEC 34-5S-10E 2.50 AC S1/2 S1/2 W1/2 SW SW SE OF SEC 34-5S-10E 1.25 AC N1/2 S1/2 W1/2 SW SW SE OF SEC 34-5S-10E 1.25 AC N1/2 NE NE SE SW OF SEC 34-5S-10E 1.25 AC S-147' OF NW NW NE SW OF SEC 34-5S-10E 1.11 AC E1/2 NW SE NE SW OF SEC 34-5S-10E 1.25 AC E1/2 W1/2 SE SE SE OF SEC 34-5S-10E 2.50 AC
20624008A	34	
20624026C	34	
20624026D	34	
20623024D	34	
20623007A	34	
20623022C	34	
20624032B	34	
20620001D	33	COMMENCING AT THE NE CR OF SEC 33-5S-10E TH W-241.84' TO TPOB TH CONT W-208.84' TH S-329' TH E-208.84' TH N-329' TO TPOB SEC 33-5S-10E 1.58 AC N1/2 E1/2 E1/2 SW NE SE OF SEC 34-5S-10E 1.25 AC
20624014E	34	TBD
20621001L	34	TBD
20621001K	34	
20623025B	34	W1/2 NE SE SW EXC N-396' OF SEC 34-5S-10E 2.00 AC
20623003D	34	N1/2 SW NE SW & S1/2 NW NE SW OF SEC 34-5S-10E 10.00 AC (3)
20623003C	34	S1/2 SW NE SW OF SEC 34-5S-10E 5.00 AC (3)
206200170	33	N-219' OF S-441' OF W1/2 NE NW NE SEC 33-5S-10E 1.65 AC
20624014C	33	S1/2 W1/2 E1/2 SW NE SE OF SEC 34-5S-10E 1.25 AC
20624034E	34	BEG @ SE COR OF SEC 34-5S-10E N-210.75 S74D53'39W A DIST 343.74 S-121.05 E-331.57 TO POB 1.26 AC N-396' OF W1/2 NE SE SW OF SEC 34-5S-10E 3.00 AC
20623025A	34	

206200190	33	W1/2 NW NW NE NE OF SEC 33-5S-10E 1.25 AC
20624034C	34	N-164.3 OF E1/2 SE SE SE OF SEC 34-5S-10E 1.25 AC
206210120	34	S1/2 E1/2 W1/2 E1/2 S1/2 NE OF SEC 34-5S-10E 2.50 AC
20623016B	34	E1/2 N1/2 E1/2 SW NW SW OF SEC 34-5S-10E 1.25 AC
20624004B	34	S1/2 W1/2 NW NE SE OF SEC 34-5S-10E 2.51 AC
20620007N	33	N1/2 NW SE NW NE SEC 33-5S-10E 1.25 AC
20623015D	34	S-398 OF W1/2 SW NW SW OF SEC 34 EXC W-181.21 THEREOF SEC 34-5S-10E 1.36 AC
20623015B	34	N-262' OF W1/2 SW NW SW OF SEC 34-5S-10E 2.00 AC
20624034D	34	S-164.3 OF N-328.6 OF E1/2 SE SE SE OF SEC 34-5S-10E 1.25 AC
20624014B	34	S1/2 E1/2 E1/2 SW NE SE OF SEC 34-5S-10E 1.25 AC
20624016D	34	S1/2 N1/2 E1/2 SE NE SE OF SEC 34-5S-10E 1.25 AC
20624014D	34	N1/2 W1/2 E1/2 SW NE SE OF SEC 34-5S-10E 1.25 AC
20624025F	34	W2 SW NW SW SE OF SEC 34-5S-10E AKA PCL-A IN BK-14 PG-175 1.26 AC
20624005B	34	S-163.96 OF THE N-332.23 E1/2 NE NW SE SEC 34-5S-10E AKA PCL 2 IN BK 14 PG 052 1.25 AC
206200180	33	BEG AT NE CR OF SEC 33-5S-10E TH W-1004.5' TO POB TH S-190.36' TH E-19.8' TH S-139.43' TH W-184.8' TH N-330' TH E-150.5' TO POB SEC 33-5S-10E 1.25 AC
20624005A	34	N-168.27 E1/2 NE NW SE SEC 34-5S-10E AKA PCL 1 IN BK 14 PG 052 1.28 AC
20624025E	34	E2 SW NW SW SE OF SEC 34-5S-10E AKA PCL-B IN BK-14 PG-175 1.26 AC
20624012C	34	COMM @ S COR OF SEC 34-5S-10E TH N-1320.91 TH E-995.3 TH N-165.1 TO POB TH N-165.08 TH E-331.85 TH S-165.08 TH W-331.8 TO POB AKA LOT 3 OF SUR BK 13 PG 100 1.26 AC
20624012A	34	COMM @ S COR OF SEC 34-5S-10E TH N-1320.91 TH E-995.3 TH N-495.24 TO POB TH N-165.08 TH E-331.93 TH S-165.03 TH W-331.89 TO POB AKA LOT 1 OF SUR BK 13 PG 100 1.26 AC
20624010A	34	N-200.52' OF THE E1/2 SW NW SE OF SEC 34-5S-10E 1.52 AC
20621013D	34	BEG @ CTR OF SEC 34-5S-10E N89D E-33 TO POB N01D W-170.08 N89D E-261.90 S79D E-105.94 S-65 S84D E-404.21 S-45 S89D W-763.18 TO POB SEC 34-5S-10E 1.99 AC
20624005D	34	S-164.05 OF THE N-660.29 E1/2 NE NW SE SEC 34-5S-10E AKA PCL 4 IN BK 14 PG 052 1.25 AC
20623015C	34	W-181.21 OF S-398 W1/2 SW NW SW OF SEC 34-5S-10E 1.64 AC
20624005C	34	S-163.96 OF THE N-496.21 E1/2 NE NW SE SEC 34-5S-10E AKA PCL 3 IN BK 14 PG 052 1.25 AC



206230270	34	W1/2 NW SE SW OF SEC 34-5S-10E 5.00 AC
20611008B	27	BEG @ THE W/4 COR OF SEC 27-5S-10E TH N-330.22 TH E-663.06 TH S-3 30.15 TH W-663.22 TO POB; AKA PARCEL B IN BK 23 OF SURVEYS PG 133 , 5.00 AC
20611007A	27	See Attachment
20611007B	27	See Attachment
20611007C	27	See Attachment
206230100	34	NW 1.00 AC IN W1/2 NE NW SW OF SEC 34-5S-10E
20624018A	34	See Attachment
20624018B	34	See Attachment
20624018C	34	See Attachment
20624018D	34	See Attachment
20620003B	33	E 1/2 NE NW NE SEC 33-5S-10E 5AC
20624009D	34	W1/2 SW NW SE EXC S-215' THEREOF SEC 34-5S-10E 3.37 AC
20624019B	34	See Attachment
206210070	34	S1/2 W1/2 W1/2 E1/2 S1/2 NE OF SEC 34-5S-10E 2.50 AC
20620003D	33	COM @ N1/4 CR OF SEC 33-5S-10E; TH E-329.74' TH S-219.84'; TH W- 329.88'; TH N-219.84' TO POB SEC 33-5S-10E 1.67 AC
206210170	34	N-216.59 S-433.19 W-400 E1/2 W1/2 S1/2 NE EXC W-132 SEC 34-5 S-10E 1,312 AC
20623024C	34	S1/2 NE NE SE SW OF SEC 34-5S-10E 1.25 AC
20623001B	34	COMM @ THE W COR OF SEC 34-5S-10E S-89DEG47'37 E-2640.84 S-0DEG0'12 E-327.93 POB S0DEG0'12 E-164.93 N-89DEG50'33 W-330.13 N0DEG0'01 W-164.94 S-89DEG50'27 E-330.12 POB SEC 34-5S-10E 54450 SQ FT 1.25 AC
20624012D	34	COMM @ S COR OF SEC 34-5S-10E TH N-1320.91 TH E-995.3 TO POB TH N-165.1 TH E-331.8 TH S-165.1 TH W-331.76 TO POB AKALOT 4 SUR BK 13 PG 100 1.26 AC
20624001E	34	SE NE NE SE OF SEC 34-5S-10E 2.51 AC
20620007W	33	W1/2 SE SE NW NE OF SEC 33-5S-10E 1.25 AC
20620007X	33	E1/2 SE SE NW NE OF SEC 33-5S-10E 1.25 AC
206210160	34	S-216.60 W-400 E1/2 W1/2 S1/2 NE SEC 34-5S-10E EXC 2-132 1.313 AC
206210180	34	N-216.59 S-649.78 W-400 E1/2 W1/2 S1/2 NE EXC W-132 SEC 34-5 S-10E 1.284 AC
206210150	34	S-274.86 OF E-264 OF W1/2 S1/2 S1/2 NE SEC 34-5S-10E 1.666 AC
206200230	33	S1/2 SW NW NE NE SEC 33-5S-10E 1.25 AC
20621004E	34	See Attachment
20623022D	34	W1/2 S1/2 W1/2 SE NE SW OF SEC 34-5S-10E 1.25 AC (3)

20624012B	34	COMM @ S COR OF SEC 34-5S-10E TH N-1320.91 TH E-995.3 TH N-330.16 TO POB TH N-165.06 TH E-331.89 TH S-165.06 TH W-331.85 TO POB AKA LOT 2 OF SUR BK 13 PG 100 1.26 AC
20623008B	34	See Attachment
20624010C	34	S-246.45' OF E1/2 SW NW SE OF SEC 34-5S-10E 1.87 AC
206200200	34	PRT OF NW OF SEC 33-5S-10E BEG AT INTERSEC OF N LINE OF NW WITH NE R/W LINE OF HWY 80-89 TH S-38 DEG E-324.7' TO POB TH CONT S-38 DEG E ALNG R/W 289.26' TH N-73 DEG E-200' + OR - TH N-38 DEG W-355.68' TH S-51 DEG W-194.44' TO POB SEC 33-4S-10E 1.80 AC
20614004F	33	COMM @ S COR OF SEC 28-5S-10E TH N 1322.81' TH W 470' TH S 519.54' TO POB TH S 569.9' TH W 190' TH N 569.9' TH E 190' TO POB (AKA PAR F-2 OF SUR BK 13 - PG 084) 2.48 AC
20614004G	33	COMM @ S COR OF SEC 28-5S-10E TH N 1322.81' TH W 470' TO POB TH S 519.54' TH W 190' TH S 209.94' TH W 1160.07' TH N38D 854.5' TH E 364.47' TH N 63.52' TH E 1519.09' TO POB (AKA PAR F-1 OF SUR BK 13 - PG 084) 25.98 AC
206150310	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACT LOT 6 BLK 9
206150050	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 4 IN TRT 1
206150030	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 2 IN TRT 1
206150040	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 3 IN TRT 1
206150060	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 5 IN TRT 1
206150170	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 1 IN TRT 5
206150210	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 5 IN TRT 5
206150180	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 2 IN TRT 5
206150200	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 4 IN TRT 5
206150190	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 3 IN TRT 5
206110120	27	NE NE SE OF SEC 27-5S-10E 10.00 AC
206110130	27	SE NE SE OF SEC 27-5S-10E 10.00 AC
206110100	27	NW NE SE OF SEC 27-5S-10E 10.00 AC
206110110	27	NW SE & SW NE SE OF SEC 27-5S-10E 50.00 AC
206150020	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 1 IN TRT 1
20620006C	33	TRIANGULAR PCL 540'X419.6' X 338.97'BEG S-89 DEGREES E-1812.55' FROM NW CR SEC 33-5S-10E 1.64 AC EXCEPT THE NORTH PORTION DEEDED TO ADOT I DEED #2004-031376 CONTAINING .34 AC 1.3 AC
20620006B	33	PCL IN THE NE NE NW OF SEC 33 5S 10E 2AC
206200120	33	N-394.33' OF E-332.01' OF NE NE NW OF SEC 33-5S-10E 3.00 AC

206200130	33	BEG AT N1/4 CR OF SEC 33-5S-10E; TH W-APPROX 339' TO TPOB TH CONT W-172.44' TH S-419' TH SELY 295.89' TH N-659.54' TO TPOB 2.65 AC + OR -
206240110	34	W1/2 SE NW SE OF SEC 34-5S-10E 5.00 AC
206150220	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 6 IN TRT 5
20621001D	34	COM AT N-1/4 COR SEC 34-5S-10E TH S-0 DEG 1'18 E-354.64' TO POB TH S-89 DEG 58'20 E-338.57' TH S-0 DEG 1'18 E-321.64' TH N-89 DEG 58'20 W-338.57 TH N-O DEG 1'18 W-321.64' TO POB SEC 34-5S-10E 2.50 AC
20621001G	34	BEG AT NW COR OF NE OF SEC 34 S-676.28 TO POB S-643.28 E-338.57 N-643.28 W-338.57 TO POB SEC 34-5S-10E 5.00 AC
20621001B	34	COM AT N1/2 COR SEC 34-5S-10E TH S-0 DEG 01'18 E-33' TH S-89 DEG 58'20 E-338.58' TO POB TH S-89 DEG 58'20 E-338.57' TH S-0 DEG 1'18 E -321.64' TH N-89 DEG 58'20 W-338.57' TH N-0 DEG 1'18 W-321.64 TO POB SEC 34-5S-10E 2.50 AC
20614004E	28	BEG S1/4 COR N-89 48 W-660 N-0 7 W-33 POB N-0 7 W-559.96 N-89 48 W-1158.78 S-38 49 E-720.64 S-89 48 E-708.23 SEC 28-5S-10E 12.00 AC
20621001C	34	COM AT N-1/4 COR SEC 34-5S-10E TH S-0 DEG 1'18 E-33' TO POB TH S-0 DEG 1'18 E-321.64 TH N-89 DEG 58'20 W-338.58' S-0 1'18 E-321.64 TH N-89 DEG 58'20 W-338.57 TH N-0 DEG 1'18 W-321.64' TO POB SEC 34-5S-10E 2.50 AC
20611006A	27	E/2; SE; SW & W/2; W/2; SW; SE OF SEC 27-5S-10E 25.55 AC
20614009B	28	S1/2 SE, NE, SE, OF SEC 28-5S-10E AKA: PCL B BK-18 OF SURVEYS PG-14 5.00 AC
20621009A	34	N1/2 SE SE NE: EXC S-43.00' OF E1/2 THEREOF; INCL N-43.00' OF W1/2 S1/2 SE SE NE; INCL N-7.50' SW SE NE & 7.50' SE SW NE SEC 34-5S-10E 5.23 AC
20621004D	34	See Attachment
20620001B	33	S1/2 NE NE NE OF SEC 33-5S-10E 5.00 AC

Name of Document: Warranty Deed  
 Date of Document: November 19, 2020  
 Number of Pages: 3

**EXHIBIT ONE**  
**Parcel "A"**  
**Minor Land Split**

The South half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the West quarter corner of said Section 27, from which a 2-inch Aluminum Cap stamped R.L.S. #37512 marking the Center quarter corner of said Section 27 bears North 89 Degrees 45 Minutes 41 Seconds East, a distance of 2652.92 feet, and from which a General Land Office Brass Cap, marking the Northwest corner of said Section 27 bears North 00 Degrees 17 Minutes 23 Seconds West, a distance of 2641.82 feet.

**THENCE** North 89 Degrees 45 Minutes 41 Seconds East along the South boundary of the Northwest quarter of said Section 27, a distance of 663.23 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #17258, Marking the Southwest corner of said Parcel "A", and also being the **TRUE POINT OF BEGINNING**;

**THENCE** North 00 Degrees 19 Minutes 07 Seconds West leaving the South boundary of the Northwest quarter of said Section 27, a distance of 330.15 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "A";

**THENCE** North 89 Degrees 46 Minutes 05 Seconds East, a distance of 663.07 feet to a set 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, Northeast corner of said Parcel "A";

**THENCE** South 00 Degrees 20 Minutes 50 Seconds East, a distance of 330.07 feet to a FOUND 2-INCH Aluminum Cap stamped #17258, marking the Southeast corner of said Parcel "A";

**THENCE** South 89 Degrees 45 Minutes 41 Seconds West along the South boundary of the Northwest quarter of said Section 27, a distance of 663.23 feet to a FOUND 2o-inch Aluminum Cap stamped R.L.S. #17258, marking the Southwest corner of said Parcel "A", and the **TRUE POINT OF BEGINNING**.

Comprising an area of 5.026 Acres; 218,913 Square Feet, more or less.



Name of Document: Warranty Deed  
Date of Document: November 19, 2020

## EXHIBIT ONE

### Parcel "B" Minor Land Split Corrected legal

The South half of the North half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the West quarter corner of said Section 27, from which a 2-inch Aluminum Cap stamped R.L.S. #37512 marking the Center quarter corner of said Section 27 bears North 89 Degrees 45 Minutes 41 Seconds East, a distance of 2652.92 feet, and from which a General Land Office Brass Cap, marking the Northwest corner of said Section 27 bears North 00 Degrees 17 Minutes 23 Seconds West, a distance of 2641.82 feet.

**THENCE** North 89 Degrees 45 Minutes 41 Seconds East along the South boundary of the Northwest quarter of said Section 27, a distance of 663.23 feet to a 2-inch Aluminum Cap stamped R.L.S. #17258,

**THENCE** North 00 Degrees 19 Minutes 07 Seconds West leaving the South boundary of the Northwest quarter of said Section 27, a distance of 330.15 feet to a FOUND 2-inch Aluminum Cap, marking the Southwest corner of said Parcel "B", and also being the **TRUE POINT OF BEGINNING**;

**THENCE** continuing North 00 Degrees 19 Minutes 07 Seconds West, a distance of 165.08 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the Northwest corner of said Parcel "B";

**THENCE** North 89 Degrees 46 Minutes 17 Seconds East, a distance of 662.98 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the Northeast corner of said Parcel "B";

**THENCE** South 00 Degrees 20 Minutes 50 Seconds East, a distance of 165.04 feet to a SET 5/8-inch Aluminum Cap stamped R.L.S. #49864, marking the Southeast corner of said Parcel "B";

**THENCE** South 89 Degrees 46 Minutes 05 Seconds West, a distance of 663.07 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Southwest corner of said Parcel "B", and the **TRUE POINT OF BEGINNING**.

Comprising an area of 2.512 Acres; 109,436 Square Feet, more or less.

Name of Document: Warranty Deed  
Date of Document: November 19, 2020

## EXHIBIT ONE Corrected Legal

The North half of the North half of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

**COMMENCING** at a 1/2-inch Rebar marking the West quarter corner of said Section 27, from which a 2-inch Aluminum Cap stamped R.L.S. #37512 marking the Center quarter corner of said Section 27 bears North 89 Degrees 45 Minutes 41 Seconds East, a distance of 2652.92 feet, and from which a General Land Office Brass Cap, marking the Northwest corner of said Section 27 bears North 00 Degrees 17 Minutes 23 Seconds West, a distance of 2641.82 feet.

**THENCE** North 89 Degrees 45 Minutes 41 Seconds East along the South boundary of the Northwest quarter of said Section 27, a distance of 663.23 feet to a 2-inch Aluminum Cap stamped R.L.S. #17258,

**THENCE** North 00 Degrees 19 Minutes 07 Seconds West leaving the South boundary of the Northwest quarter of said Section 27, a distance of 495.23 feet to a SET to a 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the Southwest corner of said Parcel "C", and also being the **TRUE POINT OF BEGINNING**;

**THENCE** continuing North 00 Degrees 19 Minutes 07 Seconds West, a distance of 165.08 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "C";

**THENCE** North 89 Degrees 46 Minutes 29 Seconds East, a distance of 662.98 feet to a FOUND 2-inch Aluminum #37512, marking the Northeast corner of said Parcel "C";

**THENCE** South 00 Degrees 20 Minutes 50 Seconds East, a distance of 165.04 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the Southeast corner of said Parcel "C";

**THENCE** South 89 Degrees 46 Minutes 17 Seconds West, a distance of 662.98 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped #49864, marking the Southwest corner of said Parcel "C", and the **TRUE POINT OF BEGINNING**;

Comprising an area of 2.512 Acres; 109,422 Square Feet, more or less.



## Exhibit A

**The South half of the North half of the Southeast quarter of the Northeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:**

**Commencing at a General Land Office Brass Cap marking the East quarter corner of Section 34, from which a General Land Office Stem marking the Northeast corner of Section 34, bears North 00 degrees 07 minutes 21 seconds West, a distance of 2640.98 feet, and from which a 1/2" Rebar marking the Center quarter corner of Section 34, bears North 89 degrees 56 minutes 36 seconds West, a distance of 2656.91 feet;**

**thence North 00 degrees 07 minutes 21 seconds West along the East line of the Northeast quarter of Section 34, a distance of 660.24 feet to a 1/64<sup>th</sup> corner monumented 33.00 feet West by a Set 5/8" Rebar with Aluminum Cap RLS #37512, marking the Southeast corner of said Parcel and THE TRUE POINT OF BEGINNING;**

**thence North 89 degrees 57 minutes 08 seconds West along the South line of the South half of the North half of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 1327.95 feet to a found 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/64<sup>th</sup> corner and the Southwest corner of said Parcel;**

**thence North 00 degrees 04 minutes 45 seconds West along the East line of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 330.02 feet to a Set 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256<sup>th</sup> corner and the Northwest corner of said Parcel;**

**thence South 89 degrees 57 minutes 24 seconds East along the North line of the South half of the North half of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 1327.70 feet to a point monumented 33.00 feet West by a Set 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256<sup>th</sup> corner and the Northeast corner of said Parcel;**

**thence South 00 degrees 07 minutes 21 seconds East along the East line of the Northeast quarter of said Section 34, a distance of 330.12 feet to a point monumented 33.00 feet West by a Set 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/64<sup>th</sup> corner, the Southeast corner of said Parcel and THE POINT OF BEGINNING;**

**EXCEPT all coal and other minerals as reserved in the Patent to said land.**

Exhibit A

A portion of the West half of the North half of the South half of the Northeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

Commencing at the Center quarter corner of said Section 34;

Thence North  $00^{\circ}20'25''$  West, along the West boundary of the Northeast quarter of said Section 34, a distance of 659.86 feet to the POINT OF BEGINNING;

Thence continuing North  $00^{\circ}20'25''$  West, a distance of 659.86 feet;

Thence North  $89^{\circ}44'01''$  East, a distance of 663.70 feet;

Thence South  $00^{\circ}21'39''$  East, a distance of 659.96 feet;

Thence South  $89^{\circ}44'34''$  West, a distance of 663.94 feet to the POINT OF BEGINNING.

APN: 206-21-004E



**EXHIBIT "A"**  
**Legal Description**

A portion of the West half of the North half of the South half of the Northeast quarter of Section 34,  
Township 5  
South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more  
particularly  
described as follows:

Commencing at the Center quarter corner of said Section 34;

Thence North 00°20'25" West, along the West boundary of the Northeast quarter of said Section 34, a  
distance of  
659.86 feet;

Thence North 89°44'34" East, a distance of 663.94 feet to the POINT OF BEGINNING;

Thence North 00°21'39" West, a distance of 659.96 feet;

Thence North 89°44'01" East, a distance of 663.70 feet;

Thence South 00°22'54" East; a distance of 659.96 feet;

Thence South 89°44'34" West, a distance of 663.94 feet to the POINT OF BEGINNING.

## LEGAL DESCRIPTION

A Portion of the East half of the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a 3/4-inch Iron Pipe marking the West quarter corner of said Section 34, from which a 1/2-inch Rebar marking the Center corner of said Section 34 bears North 89 Degrees 45 Minutes 02 Seconds East, a distance of 2646.18 feet, and from which a 3-inch Aluminum Cap, marking the Southwest quarter corner of said Section 34, bears South 00 Degrees 11 Minutes 57 Seconds East, a distance of 2640.75 feet. Thence North 89 Degrees 45 Minutes 02 Seconds East along the North boundary of the Southwest quarter of said Section 34, a distance of 992.32 feet to a 1/2-inch Rebar affixed with tag "ACCEPTED BY" R.L.S. #49864. Thence South 00 Degrees, 15 Minutes 07 Seconds East, a distance of 165.07 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the **POINT OF BEGINNING;**

Thence North 89 Degrees 45 minutes 07 Seconds East, a distance of 330.82 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 00 Degrees 16 Minutes 11 Seconds East, a distance of 165.08 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 Degrees 45 Minutes 12 Seconds West, a distance of 330.87 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 Degrees 15 Minutes 07 Seconds West, a distance of 165.07 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R. L.S. #49864, marking the **POINT OF BEGINNING.**

Comprising an area of 1.254 Acres; 54,615 Square Feet, more or less.

Exhibit A

A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 10 EAST, THENCE SOUTH ALONG THE EAST SECTION LINE OF SAID SECTION 34 A DISTANCE OF 1,320.1 FEET TO A POINT; THENCE NORTH 89 DEGREES 57 MINUTES 24 SECONDS WEST A DISTANCE OF 497.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 38 SECONDS WEST A DISTANCE OF 330.07 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 38 SECONDS WEST A DISTANCE OF 165.84 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 12 SECONDS EAST A DISTANCE OF 330.08 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 24 SECONDS EAST A DISTANCE OF 165.88 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 33 FEET ROADWAY EASEMENT ALONG THE NORTH BOUNDARY OF SAID PROPERTY AND SUBJECT TO A 23 FEET EASEMENT FOR INGRESS AND EGRESS ALONG THE WEST BOUNDARY OF SAID PROPERTY.

EXCEPTING THEREFROM, ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS, AS RESERVED IN THE PATENT RECORD.

## Exhibit A

A portion of the West half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of Section 34, Township 5 South, Range 10 East;

Thence South along the East Section line of said Section 34, a distance of 1,320.1 feet to a point;

Thence North 89 degrees 57 minutes 24 seconds West a distance of 331.75 feet to the Point of Beginning;

Thence South 00 degrees 04 minutes 04 seconds West a distance of 330.05 feet;

Thence North 89 degrees 57 minutes 38 seconds West a distance of 165.84 feet;

Thence North 00 degrees 03 minutes 38 seconds East a distance of 330.07 feet;

Thence South 89 degrees 57 minutes 24 seconds East a distance of 165.88 feet to the Point of Beginning.

EXCEPT therefrom all coal, oil, gas and other mineral deposits, as reserved in the Patent recorded in Docket 159, Page 291.

Exhibit A

A portion of the West half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 34;

Thence South along the East Section Line of said Section 34 a distance of 1,320.1 feet to a point;

Thence North 89 degrees 57 minutes 24 seconds West a distance of 497.63 feet;

Thence South 00 degrees 03 minutes 38 seconds West a distance of 330.07 feet to the Point of Beginning;

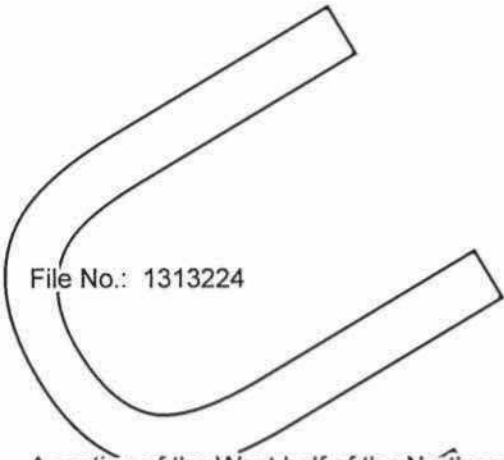
Thence South 00 degrees 03 minutes 38 seconds West a distance of 330.07 feet;

Thence North 89 degrees 57 minutes 53 seconds West a distance of 165.79 feet;

Thence North 00 degrees 03 minutes 12 seconds East a distance of 330.08 feet;

Thence South 89 degrees 57 minutes 38 seconds East a distance of 165.84 feet to the Point of Beginning.

EXCEPT all coal, oil, gas and other mineral deposits, as reserved in the Patent recorded in Docket 159, Page 291.



File No.: 1313224

**EXHIBIT "A"**  
**Legal Description**

A portion of the West half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East quarter corner of said Section 34;

Thence South along the East Section Line of said Section 34, a distance of 1,320.1 feet to a point;

Thence North 89 degrees 57 minutes 24 seconds West a distance of 331.75 feet;

Thence South 00 degrees 04 minutes 04 seconds West a distance of 330.5 feet to the Point of Beginning;

Thence South 00 degrees 04 minutes 04 seconds West a distance of 330.5 feet;

Thence North 89 degrees 57 minutes 53 seconds West a distance of 165.79 feet;

Thence North 00 degrees 03 minutes 38 seconds East a distance of 330.07 feet;

Thence South 89 degrees 57 minutes 38 seconds East a distance of 165.84 feet to the Point of Beginning.





EXHIBIT A

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 34, BEING A 1/2 INCH REBAR, FROM WHICH THE EAST QUARTER CORNER OF SECTION 34, BEING A GENERAL LAND OFFICE BRASS CAP DATED 1922, BEARS NORTH 89 DEGREES, 45 MINUTES, 13 SECONDS EAST, A DISTANCE OF 2656.76 FEET AND FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 34, BEING A 3/4 INCH IRON PIPE, BEARS SOUTH 00 DEGREES, 20 MINUTES, 28 SECONDS EAST, A DISTANCE OF 2641.74 FEET. THENCE NORTH 89 DEGREES, 45 MINUTES, 13 SECONDS EAST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1328.38 FEET TO A CALCULATED POINT;

THENCE SOUTH 00 DEGREES, 16 MINUTES, 59 SECONDS EAST, LEAVING THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1320.51 FEET TO A 1/2 INCH REBAR WITH TAG R.L.S. #32778, MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 34;

THENCE NORTH 89 DEGREES, 44 MINUTES, 17 SECONDS EAST, A DISTANCE OF 331.76 FEET TO A FOUND 2 INCH ALUMINUM CAP STAMPED R.L.S. #17258, MARKING THE NORTHWEST CORNER OF SAID PARCEL "A", AND ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES, 44 MINUTES, 17 SECONDS EAST, A DISTANCE OF 165.88 FEET TO A FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP "ILLEGIBLE" AFFIXED WITH TAG STAMPED R.L.S. #49864, MARKING THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE SOUTH 00 DEGREES, 15 MINUTES, 41 SECONDS EAST, A DISTANCE OF 330.09 FEET TO A SET 2 INCH ALUMINUM CAP STAMPED R.L.S. #49864, MARKING THE SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE SOUTH 89 DEGREES, 44 MINUTES, 03 SECONDS WEST, A DISTANCE OF 165.84 FEET TO A SET 2 INCH ALUMINUM CAP STAMPED R.L.S. #49864, MARKING THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 00 DEGREES, 16 MINUTES, 07 SECONDS WEST, A DISTANCE OF 330.10 FEET TO A FOUND 2 INCH ALUMINUM CAP STAMPED R.L.S. #17258, MARKING THE NORTHWEST CORNER OF SAID PARCEL "A", AND THE TRUE POINT OF BEGINNING.

A.P.N. 206-24-019A



EXHIBIT 'A'

File No.: 266-6125943 (KT)

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 34, BEING A 1/2-INCH REBAR, FROM WHICH THE EAST QUARTER CORNER OF SECTION 34, BEING A GENERAL LAND OFFICE BRASS CAP DATED 1922, BEARS NORTH 89 DEGREES 45 MINUTES 13 SECONDS EAST, A DISTANCE OF 2656.76 FEET, AND FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 34, BEING A 3/4-INCH IRON PIPE, BEARS SOUTH 00 DEGREES 20 MINUTES 28 SECONDS EAST, A DISTANCE OF 2641.74 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 13 SECONDS EAST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1328.38 FEET TO A CALCULATED POINT;

THENCE SOUTH 00 DEGREES 16 MINUTES 59 SECONDS EAST LEAVING THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1320.51 FEET TO A 1/2-INCH REBAR WITH TAG R.L.S. #32778, MARKING THE SOUTHEAST SIXTEENTH CORNER OF SECTION 34;

THENCE NORTH 89 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 497.64 FEET TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP AFFIXED WITH TAG STAMPED R.L.S. #49864, MARKING THE NORTHWEST CORNER OF SAID PARCEL "B", AND ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 44 MINUTES 17 SECONDS EAST, A DISTANCE OF 165.88 FEET TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP STAMPED R.L.S. #17126, MARKING THE NORTHEAST CORNER OF SAID PARCEL "B";

THENCE SOUTH 00 DEGREES 15 MINUTES 14 SECONDS EAST, A DISTANCE OF 330.08 FEET TO A SET 2-INCH ALUMINUM CAP STAMPED R.L.S. #49864, MARKING THE SOUTHEAST CORNER OF SAID PARCEL "B";

THENCE SOUTH 89 DEGREES 44 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.84 FEET TO A SET 2-INCH ALUMINUM CAP STAMPED R.L.S. #49864, MARKING THE SOUTHWEST CORNER OF SAID PARCEL "B";

THENCE NORTH 00 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 330.09 FEET TO A FOUND 1/2-INCH REBAR WITH YELLOW PLASTIC CAP AFFIXED WITH TAG STAMPED R.L.S. #49864, MARKING THE NORTHWEST CORNER OF SAID PARCEL "B", AND THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM ALL COAL, OIL, GAS AND OTHER DEPOSITS AS RESERVED IN THE PATENT RECORDED IN DOCKET 162, PAGE 95.

A.P.N. 206-24-019B



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 8**

**NOTICE TO CURRENT CUSTOMERS**

**Tonto Basin Water Co., Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230**

September 15, 2023

**RE: Proposed Application to Extend Certificate of Convenience and Necessity**

Dear Customer:

Tonto Basin Water Co., Inc. ("Tonto Basin" or "Company") is an Arizona public service corporation providing water utility service to discrete areas within Gila and Pinal counties. Currently, you receive water utility service from Tonto Basin within its Cactus Forest water system. Recently, the Company discovered that some properties, including your property, are not located in the Company's Certificate of Convenience and Necessity ("CC&N") as described by the Arizona Corporation Commission ("ACC"). Tonto Basin believes this is likely due to administrative inaccuracy, previous errors or omissions. Even so, the Company has treated you and all Tonto Basin/ Cactus Forest customers in the same manner including counting each of these properties in its bill counts for rate setting purposes.

Now that this situation has been revealed, Tonto Basin is preparing to take corrective action. Specifically, the Company is currently preparing an application seeking a Commission order extending Tonto Basin's CC&N for the Cactus Forest system to include certain neighboring properties. As part of this application, the Company will also seek a Commission order clarifying that your property is included in Tonto Basin's CC&N. In the meantime, unless ordered otherwise by the Commission, you will continue receiving water utility service to your property without interruption.

**If you consent to the relief described above, Tonto Basin will seek to clarify that your property is in the Company's CC&N, and no response to this letter is necessary.** On the other hand, if you oppose this relief despite the obvious benefits of having your property in Tonto Basin's CC&N, please notify us of your objection on or before September 30, 2023 by emailing us at [ccn@jwwater.net](mailto:ccn@jwwater.net).

If you have any questions, please contact us at [ccn@jwwater.net](mailto:ccn@jwwater.net).

Sincerely,



Jason Williamson  
President, Tonto Basin Water Co., Inc.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 9**

**TONTO BASIN'S**

**TARIFF OF RATES AND CHARGES**

# SCHEDULE OF RATES AND CHARGES

## TABLE OF CONTENTS

	<u>Sheet No.</u>
<b>PART ONE - STATEMENT OF CHARGES</b>	
RATES.....	1
A. Monthly Minimum Charge .....	1
B. Commodity Rates .....	2
C. Service Line and Meter Installation Charges .....	3
D. Service Charges.....	4
<b>PART TWO - STATEMENT OF TERMS AND CONDITIONS</b>	
STATEMENT OF TERMS AND CONDITIONS .....	5
RULES AND REGULATIONS .....	7
<b>PART THREE - ALTERNATE RATES FOR WATER (ARW) .....</b>	<b>8</b>
<b>PART FOUR - EMERGENCY WATER AUGMENTATION SURCHARGE TARIFF AND PLAN OF ADMINISTRATION .....</b>	<b>14</b>

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION # 79064**  
**Effective: September 1, 2023**

Applies to all service areas  
**PART ONE**  
**STATEMENT OF CHARGES**

In Decision No. 79064, dated August 25, 2023, the Commission approved the following rates and charges **effective for all service provided on and after September 1, 2023:**

**RATES**

**A. Monthly Minimum Charge**

<u>Meter Size</u>	<u>Minimum Charge</u>
5/8" x 3/4" Meter	\$ 50.50
3/4" Meter	58.08
1" Meter	80.81
1 1/2" Meter	131.31
2" Meter	191.92
3" Meter	353.53
4" Meter	535.34
6" Meter	1,040.38

Issued: August 31, 2023

ISSUED BY:

Effective: September 1, 2023

Jason Williamson  
 Tonto Basin Water Co., Inc.  
 7581 E. Academy Boulevard, Suite 229  
 Denver, Colorado 80230  
 Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

Applies to all service areas  
**PART ONE**  
**STATEMENT OF CHARGES**

**B. Commodity Rates (per 1,000 gallons)**

Gallons included in minimum 0

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
5/8" x 3/4" & 3/4" Meter	First 3,000 Gallons	\$6.15
	From 3,001 to 7,000 Gallons	9.84
	Over 7,000 Gallons	11.81
1" Meter	First 24,000 Gallons	9.84
	Over 24,000 Gallons	11.81
1 1/2" Meter	First 60,000 Gallons	9.84
	Over 60,000 Gallons	11.81
2" Meter	First 100,000 Gallons	9.84
	Over 100,000 Gallons	11.81
3" Meter	First 215,000 Gallons	9.84
	Over 215,000 Gallons	11.81
4" Meter	First 340,000 Gallons	9.84
	Over 340,000 Gallons	11.81
6" Meter	First 680,000 Gallons	9.84
	Over 680,000 Gallons	11.81

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
 Tonto Basin Water Co., Inc.  
 7581 E. Academy Boulevard, Suite 229  
 Denver, Colorado 80230  
 Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023



Applies to all service areas  
**PART ONE**  
**STATEMENT OF CHARGES**

**C. Service Line and Meter Installation Charges**

(Subject to refund pursuant to A.A.C. R14-2-405)

<u>Service Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	\$ 565.00	\$ 158.00	\$ 723.00
3/4" Meter	565.00	260.00	825.00
1" Meter	629.00	321.00	950.00
1 1/2" Meter	699.00	536.00	1,235.00
2" Turbine Meter	1,054.00	1,066.00	2,120.00
2" Compound Meter	1,054.00	1,928.00	2,982.00
3" Turbine Meter	1,327.00	1,703.00	3,030.00
3" Compound Meter	1,480.00	2,596.00	4,076.00
4" Turbine Meter	1,892.00	2,723.00	4,615.00
4" Compound Meter	2,121.00	3,718.00	5,839.00
6" Turbine Meter	2,807.00	5,126.00	7,933.00
6" Compound Meter	2,959.00	7,058.00	10,017.00

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
 Tonto Basin Water Co., Inc.  
 7581 E. Academy Boulevard, Suite 229  
 Denver, Colorado 80230  
 Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

Applies to all service areas  
**PART ONE**  
**STATEMENT OF CHARGES**

**D. Service Charges**

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
After Hours Service Charge (At Customer's Request) (a)	35.00
Reconnection (Delinquent)	20.00
Meter Test (if correct)	25.00
Deposit	*
Deposit Interest	**
Re-Establishment (Within 12 Months)	***
NSF Check	\$17.50
Deferred Payment	****
Meter Re-Read (If Correct)	\$25.00
Late Fee (Per Month)	*****
Charge for Moving Meter at Customer's Request	Cost*****

(a) After-Hours Service: After regular working hours, on Saturdays, Sundays or holidays if at the customer's request.

\* Per Commission Rule A.A.C. R14-2-403(B)(7).

\*\* Per Commission Rule A.A.C. R14-2-403(B)(3).

\*\*\* Months off system times the monthly minimum per Commission Rule A.A.C. R14-2-403(D).

\*\*\*\* 1.50% of unpaid monthly balance, per Commission Rule A.A.C. R14-2-409(G)(6).

\*\*\*\*\* 1.50% of the balance due.

\*\*\*\*\* Per Commission Rule A.A.C. R14-2-405.

In addition to the collection of its regular rates, the Company shall collect from its customers a proportionate share of any privilege, sales, or use tax per Commission Rule A.A.C. 14-2-409D(5).

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
 Tonto Basin Water Co., Inc.  
 7581 E. Academy Boulevard, Suite 229  
 Denver, Colorado 80230  
 Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023



Applies to all service areas.

PART TWO

**STATEMENT OF TERMS AND CONDITIONS**

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.
- 4.0 **Liability.**
- 4.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

---

Applies to all service areas.

PART TWO

**STATEMENT OF TERMS AND CONDITIONS**

- 4.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 4.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 4.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 4.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.
- 4.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 4.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

---

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

Applies to all service areas

**PART TWO**

**STATEMENT OF TERMS AND CONDITIONS**

**RULES AND REGULATIONS**

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order(s) provide otherwise.

---

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023



---

Applies to all service areas

**PART THREE**

**ALTERNATE RATES FOR WATER (ARW)**  
**DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION**

**APPLICABILITY**

Applicable to residential water service for domestic use rendered to low-income households where the customer meets all of the program qualifications and special conditions of this rate schedule.

**TERRITORY**

Within all customer service areas served by Tonto Basin Water Co., Inc. (“Tonto Basin” or “Company”).

**RATES**

The discount rate is \$10.00 per month.

**PROGRAM QUALIFICATIONS**

1. The bill must be in your name and the address must be your primary residence or you must be a tenant receiving water utility service for which you are responsible.
2. You may not be claimed as a dependent on another person’s tax return.
3. You must reapply each time you move residences.
4. You must reapply every two (2) years, or sooner, if requested.
5. You must recertify each year by submitting a declaration attesting to your continuing eligibility.
6. You must notify the Company within thirty (30) days of having become ineligible for the ARW tariff.
7. Your total gross annual income of all persons living in your household cannot exceed 150 percent of the annual Federal Poverty Guidelines:<sup>1</sup>

---

<sup>1</sup>The 2023 U.S. Department of Health and Human Services poverty guidelines are in effect as of January 2023.

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

**Effective: September 1, 2023**

<u>No. of Persons in Household</u>	<u>Total Gross Annual Income</u>
1	\$21,870
2	29,580
3	37,290
4	45,000
5	52,710
6	60,420

For each additional person residing in the household, add \$7,710

For the purpose of the program the "gross household income" means all money and non-cash benefits, available for living expenses, from all sources, both taxable and non-taxable, before deductions for all people who live in your home. This includes, but is not limited to:

Wages or salaries	Social Security, SSI, SSP	Rental or royalty income
Interest or dividends from: Savings account, stocks or bonds used for living expenses	Scholarships, grants, or other aid	Profit from self-employment (IRS form Schedule C, Line 29)
TANF (AFDC)	Disability payments	Worker's Compensation
Pensions	Food Stamps	Child Support
Gifts	Insurance settlements	Spousal Support
	Unemployment benefits	

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

**SPECIAL CONDITIONS**

1. **Application and Eligibility Declaration:** An Application and eligibility declaration on a form authorized by the Commission is required for each request for service under this schedule. Renewal of a customer's eligibility declaration will be required at least every two (2) years.
2. **Recertification:** A customer enrolled in Tonto Basin's ARW program must, each year, recertify by submitting a declaration attesting to continuing eligibility.
3. **Commencement of Rate:** Eligible customers shall be billed on this schedule commencing with the next regularly scheduled billing period that follows receipt of application by Tonto Basin.
4. **Verification:** Information provided by the applicant is subject to verification by Tonto Basin. Refusal or failure of a customer to provide documentation of eligibility acceptable to Tonto Basin, upon request by Tonto Basin, shall result in removal from this rate schedule.
5. **Notice from Customer:** It is the customer's responsibility to notify Tonto Basin if there is a change of eligibility status.
6. **Rebilling:** Customers may be re-billed for periods of ineligibility under the applicable rate schedule.
7. **Participation Cap:** The ARW program is limited to 175 residential customers.

**ARW PROGRAM ADMINISTRATION**

1. The program cost will be recovered through a surcharge assessed to non-participating residential and commercial customers. All funds, less any program administration fees incurred, will be used directly by Tonto Basin for bill assistance provided to Tonto Basin qualifying customers.
2. The Company will file, by March 15 each year, an annual report detailing the number of participants from the previous calendar year, the total amount of discounts given, direct and indirect costs associated with the program, collections made from the surcharge from all ratepayers used to fund the program and provide updated gross annual income guidelines from the federal government as necessary.
3. If an applicant does not meet the ARW qualifications, they will be notified by Tonto Basin of ineligibility and the reason for denial.

---

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023



**TONTO BASIN WATER CO., INC.**

DOCKET NO. W-03515A-22-0266

Cancelling Sheet No. \_\_\_

---

Applies to all service areas

**ALTERNATE RATES FOR WATER (ARW)**  
**DOMESTIC SERVICE – SINGLE FAMILY ACCOMMODATION**

**SURCHARGE**

**APPLICABILITY**

Applicable to all customers of the Company not participating in the ARW program, through which residential water service for domestic use is rendered to low-income households where the customer meets all the ARW program qualifications and special conditions of the ARW rate schedule.

**TERRITORY**

Within all customer service areas served by the Company.

**RATES**

A surcharge of \$0.50 will be applied each month to the bills of non-participating customers for recovery of the costs (discounts, direct costs, and carrying charges) associated with the ARW program. The surcharge is the amount resulting from dividing the total program costs by the number of bills issued to non-participating customers in the past 12-month tracking period.

---

Issued: August 31, 2023

Effective: September 1, 2023

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING**  
**DECISION #:** 79064  
**Effective:** September 1, 2023

**TONTO BASIN WATER CO., INC.  
APPLICATION FOR ALTERNATE RATES FOR WATER PROGRAM**

**Your Name** \_\_\_\_\_

*As it appears on your water bill or as appearing on valid identification*

**Customer Account No.** \_\_\_\_\_

**Service Address** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

*If different from above address*

**Daytime Telephone Number** \_\_\_\_\_

*Please include Area Code*

**Number of people living in household:** Adults [ ][ ] + Children [ ][ ] = Total [ ][ ]

**Total Gross Annual Income of Household:** \_\_\_\_\_

Applicants must provide a copy of their current picture ID, most recent water bill, and most recent proof of 30-day income (i.e., pay stubs, SSA, SSI, unemployment insurance, etc.) along with the application for verification of program eligibility. Annual income cannot exceed 150% of the annual Federal Poverty Guidelines (\$21,870 for a single-person household and \$29,580 for a two-person household). For more information on the Federal Poverty Guidelines please visit [www.aspe.hhs.gov](http://www.aspe.hhs.gov).

**\*\*\*Please note, if approved for the ARW, approval is ongoing.\*\*\***

By signing below, I certify under penalty of perjury that (1) this information is true and correct under the laws of the State of Arizona, (2) I am not claimed as a dependent on another person's tax return, and (3) I will provide proof of income and notify Tonto Basin Water Co., Inc. of any changes that affect my eligibility. I understand that if I receive the discount without meeting the qualifications for it, I may be required to pay back the discount I received.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**INSTRUCTIONS: An Application for Tonto Basin Water Co., Inc.'s ARW Program must be submitted every two (2) years. A Declaration of Eligibility must be submitted annually.**

Submit completed application to:

Tonto Basin Water Co., Inc.  
PO Box 2389  
Prescott, AZ 86302  
[info@jwwater.net](mailto:info@jwwater.net)

FOR TONTO BASIN WATER CO., INC. USE ONLY

Date received \_\_\_\_\_ Date Verified \_\_\_\_\_ Verified By \_\_\_\_\_

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING  
DECISION #:** 79064  
**Effective:** September 1, 2023



**TONTO BASIN WATER CO., INC.  
ALTERNATE RATES FOR WATER PROGRAM  
DECLARATION OF ELIGIBILITY**

Your Name \_\_\_\_\_  
*As it appears on your water bill or as appearing on valid identification*

Customer Account No. \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address \_\_\_\_\_  
*If different from above address*

Daytime Telephone Number \_\_\_\_\_  
*Please include Area Code*

I, \_\_\_\_\_  
Your Name (please print)

last submitted an ARW program Application on \_\_\_\_\_  
(dd/mm/yyyy)

and hereby confirm my eligibility for the year ending \_\_\_\_\_  
(dd/mm/yyyy)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**INSTRUCTIONS: An Application for Tonto Basin's Alternate Rates for Water Program must be submitted every two (2) years. A Declaration of Eligibility must be submitted annually.**

Submit completed declaration to:

Tonto Basin Water Co., Inc.  
PO Box 2389  
Prescott, AZ 86302  
info@jwwater.net

TONTO BASIN WATER CO. INC. USE ONLY

Date received \_\_\_\_\_ Date Verified \_\_\_\_\_ Verified By \_\_\_\_\_

ISSUED BY:

Jason Williamson  
Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 79064

**APPROVED FOR FILING  
DECISION #: 79064  
Effective: September 1, 2023**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 10**

**LEGAL DESCRIPTIONS  
FOR PINEBROOKE PROPERTY**

**Legal Descriptions  
For Pinebrooke Property**

Assessor Parcel Number 20611001C

SE NE OF SEC 27-5S-10E 40.00 AC

Assessor Parcel Number 20611001D

NW NW OF SEC 27-5S-10E 40.00 AC

Assessor Parcel Number 20611001E

NE NW OF SEC 27-5S-10E 40.00 AC

Assessor Parcel Number 206110170

N1/2 NE & SW NE SEC 27-5S-10E 120.00 AC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 11**

**REQUEST FOR SERVICE -  
PINEBROOKE PROPERTY**

May 23, 2023

Tonto Basin Water Company  
7581 E Academy Blvd. Suite 229  
Denver, CO 80230

Attn: Jason Williamson, Managing Partner

Re: Request for service - Pinebrooke and Diffin 240 Acres  
Pinal County Parcels: 206-11-001D, 206-11-001E, 206-11-017 & 206-11-001C

Mr. Williamson,

The owners of approximately 240 acres at the southeast corner of Pinebrooke & Diffin roads in Pinal County Arizona (the "Property") formally request water service. The property is adjacent to your current certificated area for water service and within a quarter mile of your existing facilities.

In your interactions with Travis Hansen in my office, you explained that you will need additional information as well as a formal fee retainer to continue with the process of expanding your service area to include the above-mentioned 240 acres.

Identification of all landowners

The owners of the property are as follows.

Ben Fatto, LLC – Manager – Broc C. Hiatt  
Viel Gluck, LLC – Manager – Elijah T. Cardon  
GB Direct, LLC – Manager – Grif C. Hiatt  
Parfiducia, LLC – Manager – Paul D. Cardon

Map or maps showing the location of the land that will be developed and require water utility service

Please see Exhibit A for an overall map showing the above mentioned request.

Preliminary development plans

Please see Exhibit B for map showing the above mentioned request.

Timeline for planned development including identification of current status

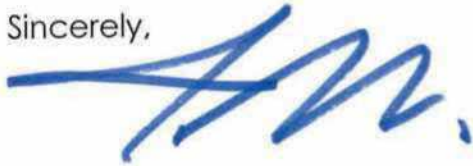
The owners intend on phasing the project in 40 acre parcels starting with the most westerly 40 acres. The water and power infrastructure will be designed, constructed, and paid for by the above-mentioned owners for each 40 acre parcel. The property is currently being processed at Pinal County for a Minor Land Division and is expected to be approved before the end of May 2023. There has been a detailed topographic survey as well as preliminary drainage analysis performed on the entire 240 acres. This will allow for proper roadway infrastructure to be designed and ultimately constructed at the same time as the waterline and power installation.

Any preliminary agreements / plans regarding other utilities

We have had initial discussions with San Carlos power to discuss capacity and required infrastructure. These discussions are on-going and will be completed prior to the completion of the CCN expansion.

We will contact you to set a time to meet so we can continue moving forward.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. MacDonald', with a long horizontal stroke extending to the left.

Cameron B. MacDonald, PE  
Vineyard Group, LLC  
1223 S. Clearview Ave, Suite 104

Mesa, Arizona  
85209  
[cmacdonald@cb-ch.com](mailto:cmacdonald@cb-ch.com)  
480-720-4030



# EXHIBIT A







1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 12**

**PINEBROOKE PHASE I  
LINE EXTENSION AGREEMENT**



THIS WATER LINE EXTENSION Agreement (“Agreement”), entered into this 19<sup>th</sup> day of October, 2023, by and between Tonto Basin Water Co., Inc., an Arizona public service corporation, (“Utility”), and Vineyard Group, LLC, an Arizona limited liability company (“Applicant”) (Utility and Applicant may be collectively referred to as “Parties” in this Agreement or individually as a “Party”), concerns the financing and construction of utility infrastructure necessary to extend and provide water utility service to the real property covered by this Agreement.

## RECITALS

**WHEREAS**, Utility is a public service corporation, and holds a Certificate of Convenience and Necessity (“CC&N”) granted by the Arizona Corporation Commission (“Commission”), authorizing it to serve the public with water utility service in certain parts of Gila and Pinal counties, Arizona; and

**WHEREAS**, Applicant is associated with roughly 240 acres of real property located at the southeast corner of E. Pinebrooke Lane and Diffin Road in Florence, Pinal County, Arizona the “Property.” The portion of the Property currently planned for development and subject to this Agreement is roughly 40 acres and constitutes roughly the northwest quarter of the Property as shown in the legal description and map attached as **Exhibit “A”** and incorporated herein by reference (the “Development”); and

**WHEREAS**, Applicant has requested that water utility service be extended to the Development; and

**WHEREAS**, the Property is not located within Utility’s CC&N, but Utility is willing to seek an extension of its CC&N and, if granted, extend water utility service to the Development subject to the terms of this Agreement and in accordance with applicable laws, including the rules and regulations of the Commission, on the condition that Applicant fully and timely performs the obligations and satisfies the conditions and requirements of this Agreement as set forth below; and

**WHEREAS**, Utility does not presently have sufficient facilities to allow it to provide safe, reliable and compliant water utility service to the Development; and

**WHEREAS**, Utility and Applicant are prepared to construct the additional water utility facilities needed for Utility to extend and provide water utility service to the Development in accordance with this Agreement;

NOW, THEREFORE, the Parties hereby covenant and agree as follows:

### **I. APPLICANT’S OBLIGATIONS**

#### **A. Utility Facilities; Oversizing Costs.**

**1. On-Site Water Utility Facilities.** Applicant will design, construct and install certain water utility facilities (the “On-Site Facilities”), which On-Site Facilities will

generally include water distribution lines, service lines, meters, shut off valves, and air relief valves (and potentially booster pumps and additional storage) as more fully described in **Exhibit “B”** attached hereto. The On-Site Facilities installed under this Agreement shall become the sole property of the Utility upon transfer pursuant to Paragraph I.F.2 of this Agreement and thereafter the Applicant shall have no right, title or interest in or responsibility for the On-Site Facilities.

**2. Oversizing.** If requested by Utility prior to Applicant obtaining Approved Plans as defined in Paragraph I.C.2, Applicant shall “oversize” certain components of the On-Site Facilities. Utility shall reimburse Applicant for the amount by which the total costs of the oversized On-Site Facilities exceed the actual total costs of the On-Site Facilities prior to “oversizing.” Reimbursement for oversizing will be made by Utility to Applicant within thirty (30) days of written notice to Utility after Utility’s Final Acceptance of said On-Site Facilities as defined in Paragraph I.F.1 herein.

**3. Cost.** The estimated cost to construct the On-Site Facilities, as shown in **Exhibit “C”** attached hereto, and incorporated herein by reference for all purposes, shall be \$228,500. The Parties agree that the Cost Estimate contained in **Exhibit “C”** is an estimate that may be revised and will be trued up to the final actual costs when the On-Site Facilities have been built. Applicant’s financing of the On-Site Facilities shall be treated as an advance in aid of construction.

**B. Permits and Licenses; Easements/Rights-of-Way.**

**1. Permits and Licenses.** Applicant agrees to obtain, at its own expense, all licenses, permits, certificates and approvals from public authorities that may be required for construction of the On-Site Facilities and to comply with all laws as may be applicable to the Development.

**2. Easements/Rights-of-Way.** In the event the On-Site Facilities are not located within a dedicated right of way or easement, Applicant shall obtain or grant such easements as are reasonably necessary to permit Utility to maintain, inspect, repair and/or replace the On-Site Facilities, which Utility shall record in the Pinal County Recorder’s Office. In no event shall such easement be less than sixteen (16) feet in width. Any recording shall be completed prior to the Utility’s Final Acceptance pursuant to Paragraph I.F.1 of this Agreement.

**C. Commencement and Time of Completion; Plans and Specifications; Standards; Interconnection; Existing Underground Facilities.**

**1. Commencement of Performance and Time of Completion.** This Agreement shall automatically terminate if Applicant fails to commence construction of the On-Site facilities within three (3) years of the issuance of an order by the Commission extending Utility’s CC&N to include the Development (see Paragraph II.A.1), unless otherwise agreed to in writing by Utility. In the event this Agreement is terminated pursuant to this paragraph, any monies advanced by Applicant for Administrative Costs incurred by Utility pursuant to Paragraph III.A shall become non-refundable.



**2. Plans and Specifications.** Construction of the On-Site Facilities shall be in accordance with plans and specifications (and any material changes thereto) which have been (i) prepared in accordance with good water utility practice as generally accepted in Pinal County, and with all applicable rules, regulations and requirements of all regulatory agencies having jurisdiction over the construction of the On-Site Facilities, (ii) approved, in writing, by Utility, which approval shall not be unreasonably conditioned, delayed or denied, and (iii) approved, in writing, by any governmental entity having authority over the construction of the On-Site Facilities' water service in the Development ("Approved Plans"). Utility shall provide written approval or disapproval with comments, of any plans and specifications for the construction of the On-Site Facilities within thirty (30) calendar days after submittal of such plans and specifications to Utility. If such plans and specifications are rejected by Utility, Utility's approval of such plans and specifications shall be provided within thirty (30) calendar days after resubmittal of such plans and specifications incorporating the Utility's comments to the originally submitted plans and specifications. The Approved Plans shall be incorporated herein by reference and made part of this Agreement. If Applicant commences construction prior to receipt of Approved Plans or before this Agreement is approved by the Commission, the construction of the On-Site Facilities will be deemed "at-risk" and subject to excavation and/or installation based on the Approved Plans. Additionally, Utility plan approval is only effective for a period of one year from plan approval date, after which Utility, at its sole discretion, may require Applicant to resubmit construction plans for review and approval if construction of the On-Site Facilities has not commenced and/or if this Agreement has expired per Paragraph I.C.1.

**3. Materials, Workmanship, Equipment, and Machinery.** All materials used to construct the On-Site Facilities shall be new and both workmanship and materials shall be of good quality that meets the specifications and standards of Utility and all applicable regulatory agencies. Applicant shall assign to Utility the warranties of its contractor(s) for the On-Site Facilities. Applicant agrees to remove or replace at its own cost or reimburse Utility for all reasonable costs incurred by Utility for removing and replacing any defective part or parts of the On-Site Facilities for two (2) years after Utility's written Final Acceptance, as that term is defined in Paragraph I.F.1.

**4. Connecting New On-Site Facilities.** The On-Site Facilities shall not be connected to Utility's existing facilities without Approved Plans and all required regulatory approvals. Additionally, no connection shall be made to Utility's system without Utility's inspector present, and a licensed and bonded contractor and/or sub-contractor hired by and representing the Applicant. Any such unapproved connection may result in either rejection of the On-Site Facilities by Utility, or extraordinary charges to Applicant to purge the On-Site Facilities prior to Utility's written Final Acceptance as contemplated in Paragraph I.F.1. Utility service shall not commence for any lot or customer within the Development until Utility has granted Final Acceptance of the On-Site Facilities, unless otherwise agreed to by Utility in writing.

**5. Existing Underground On-Site Facilities Responsibility.** In connection with construction of the On-Site Facilities, Applicant shall be responsible for complying with A.R.S. §§ 40-360.21 et seq., and all related local laws and regulations, and Applicant will assume all costs and liabilities associated with (i) coordination with the owners or agents of all underground facilities within and adjacent to the Development regarding the location of such facilities, and (ii) construction near, or damage to, such underground facilities. Applicant will

Initials *gw* *CPZ*



conduct, or cause to be conducted, all excavation in a careful and prudent manner in its construction of the On-Site Facilities.

**D. Inspection, Testing and Correction of Defects; Completion.**

**1. Inspection.** Applicant shall comply with the inspection and testing requirements of the Utility for the On-Site Facilities, which requirements shall be reasonable and shall not cause Applicant unwarranted delays in the ordinary course of construction. Applicant shall promptly notify Utility when the On-Site Facilities (or portions thereof) are ready for inspection and testing, and Utility shall inspect promptly after being so notified. Utility agrees to conduct any "open trench" inspection within forty-eight (48) hours after being notified by Applicant that the trench is ready for inspection, provided Applicant gives Utility at least three (3) business days' advance written notice of the first inspection date consistent with the notice provisions of Paragraphs V.A and V.B. If not inspected and approved by Utility, Applicant shall provide, within ten (10) business days, written certification from Applicant's engineer that the On-Site Facilities (or the applicable portion thereof) were installed in accordance with the Approved Plans.

**2. Testing and Correction.** For the purpose of inspection and testing of the On-Site Facilities, Applicant shall give Utility and any inspectors appointed by it free access to the On-Site Facilities for properly inspecting such materials and work and shall furnish Utility and any inspectors appointed by it with full information whenever requested as to the progress of the work on the various components of the On-Site Facilities. Applicant agrees that no inspection by or on behalf of Utility shall relieve Applicant from any obligation under this Agreement. If, at any time before Final Acceptance as defined in this Agreement, any part of the work is found to be defective or deficient in any way or in any way fails to conform to this Agreement, Utility is hereby expressly authorized to reject or revoke acceptance of such defective or deficient work and require Applicant to correct such defective work. No costs incurred by Applicant to correct defective work shall be included in the Advance pursuant to Paragraph III.B. Utility specifically reserves the right to withhold approval and to forbid connection of the On-Site Facilities to Utility's system. Applicant agrees that it will promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by the Utility made after inspection by Utility.

**3. Completion.** The "Completion" of the On-Site Facilities (or any portion(s) or component(s) thereof) shall be deemed to have occurred when Utility delivers to Applicant Utility's approved final inspection of the On-Site Facilities (or any portion(s) or component(s) thereof) as having been constructed in substantial conformance with the Approved Plans, which written acknowledgement shall not be unreasonably delayed or denied.

**E. Invoices; Lien Releases; "As-Built" Plans.**

**1. Invoices.** Applicant agrees to furnish Utility, within thirty (30) days after Completion, copies of Applicant's subcontractors', vendors' and all others' invoices for all engineering, surveying, and other services, materials installed, construction performed, equipment provided, and all else done evidencing any and all actual costs of construction of the On-Site Facilities pursuant to this Agreement.

Initials g w CM



**2. Lien Releases.** Applicant acknowledges its duty to obtain lien waivers from any and all persons or entities (collectively, "Lien Claimants") having lien rights on the On-Site Facilities as perfected under Arizona law including, without limitation, an unconditional waiver and release on final payment from any and all Lien Claimants in accordance with A.R.S. § 33-1008. Applicant hereby irrevocably waives any rights it may now have or which it may acquire pursuant to this Agreement to record liens against Utility or its property. Applicant shall also pay, satisfy and discharge, or bond over, all mechanics', material wo/men's and other liens, and all claims, obligations and liabilities which may be asserted against Utility or its property by reason of Applicant's construction of the On-Site Facilities.

**3. "As-Built" Plans.** Applicant agrees to furnish Utility, within thirty (30) days after Completion, "as-built" drawings showing the locations of all Utility owned water facilities and service connections to all structures served from the On-Site Facilities. The drawings shall be certified by Applicant's engineer of record and Applicant shall provide one (1) bond copy and digital file with AutoCAD and PDF files.

**F. Acceptance; Title and Transfer.**

**1. Acceptance.** "Final Acceptance" of the On-Site Facilities by the Utility shall occur at the time all of the following has occurred: (i) all fees, costs, and funds required to be paid by Applicant under this Agreement have been paid; (ii) Applicant has delivered to Utility the necessary permits and approvals including, without limitation, approval(s) of construction or the equivalent, for the On-Site Facilities; (iii) recorded copies of all required deeds, easements and rights-of-way have been provided; (iv) Applicant has delivered to Utility an unconditional waiver and release on final payment from any and all Lien Claimants in accordance with A.R.S. § 33-1008, as set forth in Paragraph I.E.2; (v) Applicant has delivered to Utility an itemized final cost breakdown of the cost of construction of the On-Site Facilities; (vi) Applicant has delivered to Utility all invoices for the On-Site Facilities as set forth in Paragraph I.A.1; (vii) all required evidences of title have been provided; (viii) the "as-built" plans as set forth in Paragraph I.E.3 have been provided; (ix) AutoCAD digital file and PDF of the as-builts and/or approved construction drawings (if as-builts are not available in AutoCAD) have been provided; and (x) a list of addresses and parcel numbers for the Development have been provided. Utility shall not be required to provide service to any lot or other customer within the Development before Final Acceptance. Utility shall furnish Applicant written confirmation of Final Acceptance.

**2. Title and Transfer.** All materials installed and equipment provided by Applicant in connection with construction of the On-Site Facilities as installed for which an Approval of Construction has been issued by Pinal County, and for which Utility has provided Final Acceptance pursuant to Paragraph I.F.1, shall become the sole property of Utility, and full legal and equitable title thereto shall then be vested in Utility, free and clear of any liens. All risk or loss of the On-Site Facilities shall be with Applicant until Utility has provided written Final Acceptance. Applicant agrees to execute or cause to be executed promptly such documents as Utility may reasonably request to evidence good and merchantable title to the On-Site Facilities (free and clear of all liens) vested in Utility. In addition, upon completion of construction of the On-Site Facilities, and as a condition of Utility's Final Acceptance of the On-Site Facilities, Utility may require Applicant to convey the On-Site Facilities to the Utility by a bill of sale in the form to be provided by Utility, free and clear of liens, encumbrances, claims, assessments, and any other

Initials gw OR



item not acceptable to Utility together with any and all rights owned or claimed by the Applicant that are necessary or required in connection with Utility's use of the On-Site Facilities. Utility may also require Applicant to convey or cause to be conveyed to Utility in fee by a deed or deeds in form and content acceptable to the Utility, the necessary parcels of real property of adequate size as determined by the Utility in its reasonable discretion (by way of example, not limitation, well sites, storage sites) free and clear of all conditions, covenants, restrictions, claims, liens, charges, encumbrances, easements or other matters affecting the title thereof that are not expressly approved in writing by Utility in its reasonable discretion. Applicant further agrees to provide good and sufficient A.L.T.A. (American Land Title Association) Standard Owner's Policies of Title Insurance, in the amount of the value of such real property (not including the value of any improvements thereon).

**3. Utility Plant Site.** Utility reserves the right to request an easement or conveyance of a small parcel of land (roughly 50' x 50' located near the intersection of Diffin Road and E. Pinebrooke Lane, the termination of the main extension proposed herein) for Utility's future use as a plant site. The conveyance of real property will not be subject to the same refund provisions described in Paragraph III.C herein and will instead be treated as a contribution-in-aid-of construction.

## **II. UTILITY OBLIGATIONS**

### **A. CC&N Extension; Extension of Main; Water Utility Service; Fire Flow.**

**1. Extension of CC&N.** Before water utility service is established to any lot or customer within the Development, Utility must be granted approval to include the Development in Utility's certificated service area. Towards that end, Utility will file an application seeking Commission approval to extend its CC&N to include the Property. Utility will not include the costs of extending the CC&N in the Administrative Costs as defined in Paragraph III.A.

**2. Extension of Water Transmission Main.** Utility will be responsible to design, permit, construct and install a water transmission main to extend Utility's water utility system so that the On-Site Facilities can be interconnected to Utility's system in accordance with Paragraph I.C.4 of this Agreement.

**3. Water Utility Service.** Water utility service will be extended and provided to the Development consistent with Utility's tariff of rates and charges and applicable Commission rules and regulations and orders and all associated establishment, use or other applicable charges must be paid by Applicant as authorized by Utility's tariff approved by and on file with the Commission. Utility service will not be extended to any lot or customer within the Property but not in the Development without the execution and approval of one or more additional main extension agreements related to the remaining portions of the Property.

**4. Fire Flow.** UTILITY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE WATER AT A SPECIFIC PRESSURE OR GALLONS PER MINUTE FLOW RATE AT ANY FIRE STANDPIPE, OR FIRE HYDRANT, OR AT ANY SPECIFIC TIME AND PLACE FOR FIRE PROTECTION SERVICE.

Initials g w UM



IN THE EVENT FIRE PROTECTION SERVICE IS INTERRUPTED, IRREGULAR, DEFECTIVE, OR IS SIMPLY INADEQUATE FROM CAUSES BEYOND UTILITY'S CONTROL OR THROUGH ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS, UTILITY WILL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES, DIRECT OR CONSEQUENTIAL, ARISING THEREFROM.

**III. DEPOSIT AND REIMBURSEMENT FOR ADMINISTRATIVE COSTS; CALCULATION AND REFUND OF THE ADVANCE IN AID OF CONSTRUCTION; INCOME TAXES; ASSIGNMENT; BANKRUPTCY**

**A. Deposit and Reimbursement for Administrative Costs.** Applicant has paid Utility an initial deposit of \$10,000 toward payment of Utility's reasonably incurred fees, costs and expenses in connection with its preparation of this Agreement, review and approval of engineering plans and specifications for the On-Site Facilities, periodic inspection and testing of the On-Site Facilities during and after construction, and any other similar fees, costs and expenses reasonably and necessarily incurred by Utility in connection with the extension of water service to the Development (collectively, "Administrative Costs"). When Utility's actual Administrative Costs exceed the amount of the deposit, Utility shall request additional deposits in an amount not to exceed \$10,000 and Applicant shall provide such deposit within fifteen (15) days of receipt of Utility's request. Utility shall provide Applicant with copies of invoices for all Administrative Costs if requested by Applicant, provided, however, invoices may be redacted to prevent the disclosure of confidential information.

**B. Calculation of Advance.** Notwithstanding the estimated costs for On-Site Facilities contained in Paragraph I.A.3, the total refundable advance in aid of construction to be refunded to Applicant by Utility pursuant to this Agreement ("Advance") is the actual amount of the cost of the construction of the On-Site Facilities, including meters and service lines for each lot or portion of the Development subject to this Agreement as evidenced by the invoices provided pursuant to Paragraph I.E.1 and properly includible in Utility's plant accounts plus all Administrative Costs pursuant to Paragraph III.A.

**C. Computation of Refund.** Following Final Acceptance, Utility shall make refunds by making annual payments to Applicant on or before August 31 of each year after the Effective Date as defined in Paragraph VII. Refunds shall be equal to ten percent (10%) of the gross annual operating revenues received by Utility, exclusive of any taxes or pass-through costs by Utility, from the sale of water utility service to bona fide customers of Utility within the Development whose service line is directly connected to the On-Site Facilities during the prior 12-month period between July 1 through June 30. Utility shall continue to make refund payments for a total of ten (10) years following the first refund payment. Utility retains the right to refund all or any portion of the outstanding unpaid balance to Applicant at any time prior to the termination of refunds made pursuant to this Agreement and/or to extend the refund period prior to the expiration of the initial 10-year term, upon proper notice to the Applicant. Any amount of the Advance that has not been refunded to Applicant at the end of the initial ten (10) year refund period or extended refund period shall become a non-refundable contribution in aid of construction.

**D. Maximum Refund; Interest on Advance.** The sum total of the refunds shall in no event exceed the Advance as determined pursuant to Paragraph III.B of this Agreement. No

Initials *JW* *DP*



interest shall accrue or be payable by Utility on any amounts to be refunded to Applicant pursuant to this Agreement.

**E. Income Taxes.** If any contributions or advances provided by Applicant under this Agreement are determined to be taxable income to Utility, Applicant shall pay Utility an amount equal to Utility's state and federal tax liability on all funds contributed and/or advanced pursuant to this Agreement. Those funds shall be paid by Applicant to Utility within ten (10) days after Utility provides Applicant with a written statement of such taxes owed by Applicant, and prior to Final Acceptance of the On-Site Facilities unless such tax liability arises following or due to Final Acceptance. Water meters will not be released or installed, and service will not be provided to any lots or customers within the Development until all taxes due have been paid to Utility by Applicant, unless otherwise agreed to by Utility in writing.

**F. Assignment; Utility's Right of First Refusal.** Applicant may assign the right to refunds under this Agreement to another party provided that such assignment is made in connection with the sale of the Development and further provided that Applicant first receives written consent of such assignment from Utility prior to the effective date of the assignment, which consent shall not be unreasonably withheld. Applicant acknowledges that if Applicant has not completed the On-Site Facilities at the time of assignment Utility may, in its sole discretion, require that the assignee agree in writing to fully perform Applicant's obligations hereunder and be bound by this Agreement and that the assignee demonstrate financial ability to assume Applicant's obligations hereunder. Before selling, assigning or otherwise transferring to any third-party Applicant's right to the receipt of the Advance refund payments or any other payment from Utility pursuant to this Agreement, but only if such proposed transfer is not part of a sale of all or a portion of the Development, Applicant shall first give Utility, or its assigns, reasonable opportunity to purchase such right at the same price and upon the same terms as contained in any bona fide offer which Applicant has received from any such other party which Applicant desires to accept. Upon such assignment, Utility shall make all refunds under the Agreement to the Applicant's assignee.

**G. Bankruptcy.** In the event Applicant or owner of the Development files for bankruptcy, this Agreement is void at the sole discretion of Utility.

#### **IV. RISK; INDEMNIFICATION; INSURANCE**

**A. Risk.** Applicant shall perform the work required under this Agreement and construct the On-Site Facilities at its own risk and have exclusive and sole responsibility for the methods and means of performing such work. Applicant shall be solely and exclusively responsible for compliance with all safety laws, rules, regulations and/or requirements governing the work, and shall have control over the work site for safety compliance. In the event of accident or destruction to the work, equipment or material constructed by Applicant before Completion and Final Acceptance, Applicant shall be solely responsible for replacement and/or repair of such work or materials so damaged or destroyed, in accordance with the Approved Plans, to the reasonable satisfaction of Utility and at Applicant's cost and expense.

**B. Indemnification.** To the fullest extent permitted by law and subject to the limitations in this paragraph, Applicant, and its successors, assigns and guarantors, shall defend, indemnify and hold harmless Utility and its partners, members, directors, principals, officers,

Initials *g w* *MP*



agents, employees, representatives, parents, subsidiaries, affiliates, consultants, insurers and/or sureties, from and against any and all liabilities, claims, damages, losses, costs, expenses (including but not limited to, attorney's fees), injuries, causes of action, or judgments the extent contributed to and/or in any way caused, in whole or in part, by the negligence or willful misconduct of Applicant and/or Applicant's contractors, agents or employees, or any subcontractor, consultant or sub-subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to construction, design and/or installation of the On-Site Facilities; provided that, Applicant's indemnity obligations hereunder will not apply to the extent the liability at issue arises from the negligence or willful misconduct of Utility (or anyone directly or indirectly employed by Utility). This indemnification shall apply to any claim arising out of or related to construction of the On-Site Facilities that is sustained or asserted before or after completion of the work or termination of this Agreement. This indemnity extends to and includes all claims, just or unjust, based on a tort, strict liability, contract, lien, statute, stop notice, rule, safety regulation, ordinance or other affiliated relief or liability, and whether the injury complained of arises from any death, personal injury, sickness, disease, property damage (including loss of use), economic loss, patent infringement, copyright infringement, or otherwise, except to the extent such claim was caused by the negligence or willful misconduct of Utility (or anyone directly or indirectly employed by Utility). Applicant's obligations under this paragraph shall not apply to any claims or liabilities arising out of or which are caused by Utility's ownership of the On-Site Facilities and operation of the On-Site Facilities following Final Acceptance.

**C. Insurance.** Applicant agrees to obtain and maintain appropriate insurance amounts while working on the On-Site Facilities. Applicant will also ensure its contractor(s) and any subcontractors carry appropriate insurance amounts and be licensed and bonded while working on the On-Site Facilities. The minimum insurance requirements to be obtained and maintained by Applicant and its contractors and subcontractors prior to commencing work on the On-Site Facilities and throughout the term of this Agreement are described below:

1. Worker's compensation in the benefit amounts, and occupational disease disability insurance, as required by the laws and regulations of the state.
2. Commercial general liability insurance, with minimum combined single limits of \$2,000,000.00, including operations and protective liability coverage. When the work to be performed requires blasting, Applicant's insurance shall specifically cover that risk. Utility shall be named as an additional insured on this commercial general liability policy.
3. Comprehensive automobile liability insurance with minimum combined single limits of \$1,000,000.00 and covering all owned and non-owned automobiles or trucks used by or on behalf of Applicant, in connection with the construction of the On-Site Facilities.

Utility makes no representation or warranty to Applicant that the insurance to be carried under this Agreement is adequate to fully protect Applicant's interest. If Applicant believes that the amount of any insurance is insufficient, Applicant is encouraged to obtain, at its sole cost and expense, such additional insurance as Applicant may deem desirable or adequate. Applicant acknowledges that Utility shall not, by fact of approving, disapproving, waiving, accepting, or obtaining any

Initials *ga* *BM*

insurance incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such coverage, and the Applicant hereby expressly agrees to defend, hold harmless and indemnify Utility against all claims, including personal injury, business, and other claims as well as all claims resulting from disruption of service.

**V. NOTICE**

**A.** Any notice required or permitted under this Agreement must be in writing and given by either: (i) personal delivery; (ii) United States certified mail, return receipt requested, with all postage prepaid and properly addressed; (iii) any reputable, private overnight delivery service with delivery charges prepaid and proof of receipt; or (iv) facsimile. Notice sent by any of the foregoing methods must be addressed or sent to the party to whom notice is to be given, as set forth below:

UTILITY:

Tonto Basin Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, CO 80230  
Attn: Jason Williamson  
Email: [jw@jwwater.net](mailto:jw@jwwater.net)

With a copy to:

Shapiro Law Firm P.C.  
1819 East Morten Ave., Suite 280  
Phoenix, Arizona 85020  
Attn: Jay L. Shapiro  
Email: [jay@shaplawaz.com](mailto:jay@shaplawaz.com)

APPLICANT:

Vineyard Group, LLC  
1223 S. Clearview Avenue, Suite 104  
Mesa, Arizona 85209  
Attn.: Cameron B. MacDonald, P.E.  
Email: [cmacdonald@cb-ch.com](mailto:cmacdonald@cb-ch.com)

With a copy to:

Brier, Irish & Hubbard, PLC  
6245 North 24<sup>th</sup> Parkway  
Phoenix, Arizona 85016  
Attn.: Tony Meier  
Email: [tmeier@bihlaw.com](mailto:tmeier@bihlaw.com)

Initials *gw* *cm*



**B.** Any Party may change its notice information for purposes of delivery and receipt of notices by advising the other parties in writing of the change. Notice provided by the methods described above will be deemed to be received: (i) on the Business Day of delivery, if personally delivered; (ii) on the date which is three (3) days after deposit in the United States mail, if given by certified mail; (iii) on the next regular Business Day after deposit with an express delivery service for overnight, "same day," or "next day" delivery service; or (iv) on the date of transmittal, if given on a regular Business Day and during regular business hours by facsimile machine. No notice will be effective unless provided by one of the methods described above.

## **VI. DISPUTE RESOLUTION**

If a dispute arises between the Parties under this Agreement or a Party's performance hereunder, the Parties agree to attempt to resolve the response through good faith negotiation before resorting to any legal action. To initiate the dispute resolution process contemplated herein, the aggrieved Party will notify the other Party in writing setting forth in sufficient detail the basis for the dispute, the aggrieved Party's position, and its proposal for resolution of the dispute. Within ten (10) business days following receipt, the other Party will respond in writing setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute. Within ten (10) business days after the aggrieved Party's receipt of the Responsive Statement, the Parties will meet and attempt in good faith to expeditiously negotiate a resolution to the dispute. If unsuccessful and legal action ensues, the prevailing party in any litigation or other proceeding concerning or related to this Agreement, or the enforcement of thereof, shall be entitled to recover its costs and reasonable attorneys' fees.

## **VII. COMMISSION APPROVAL**

It is the understanding and agreement of the Parties that this Agreement is not effective unless and until it receives specific approval of the Commission. APPLICANT AGREES TO PROVIDE ALL APPROVALS TO CONSTRUCT (OR EQUIVALENT APPROVAL) FOR THE ON-SITE FACILITIES PRIOR TO UTILITY'S SUBMITTAL OF THE AGREEMENT TO THE COMMISSION FOR APPROVAL PURSUANT TO A.A.C. R14-2-406. APPLICANT ALSO HEREBY ACKNOWLEDGES AGAIN THAT IT SHALL BEAR ANY AND ALL RISKS ASSOCIATED WITH COMMENCING CONSTRUCTION OF THE ON-SITE FACILITIES PRIOR TO THE APPROVAL OF THIS AGREEMENT. The date of Commission approval of this Agreement shall be the "Effective Date."

## **VIII. MISCELLANEOUS**

**A. Entire Agreement.** This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of water utility service or any other land owned by Applicant.

**B. Modification, Waiver and Severability.** This Agreement may not be modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach hereof shall be deemed a waiver of any other default or breach thereof. If any part of this

Initials *gaw* *mr*



Agreement is declared by a court of competent jurisdiction to be void and/or unenforceable, such part shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

**C. Assignment.** Except as set forth in Paragraph III.B regarding the assignment of Advance refund payments, Applicant may only assign or transfer its rights, title or interest, or delegate its duties or performance under this Agreement with the written consent of Utility which shall not be unreasonably withheld, conditioned or delayed.

**D. Headings.** Paragraph headings appearing in this Agreement are inserted for convenience only, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**E. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law provisions thereof.

**F. Time is of the Essence.** The Parties agree that time is of the essence and that each will diligently perform its obligations hereunder in a timely fashion in accordance with the provisions of this Agreement.

**G. No Joint Venture.** Nothing in this Agreement shall at any time be construed to create a relationship of employer and employee, partnership, principal and agent, or joint venture as between the Parties or to authorize or enable either Party to incur any costs or expenses on behalf of the other Party.

**H. Further Instruments.** Utility and Applicant agree that they shall execute any further instruments and perform any further acts which are or may become reasonably necessary to carry out terms of this Agreement.

**I. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement. Photocopy, PDF or facsimile copies shall have the same effect for all purposes as an ink-signed original. The Parties hereto each intend to be bound by their respective transmitted signatures and are aware that the other Party will rely thereon, and each Party waives any defenses to the enforcement of the Agreement as a result of being executed by photocopy, PDF or facsimile signature.

**J. Compliance with Law.** Each Party shall always comply with all applicable laws and regulations in performing under this Agreement.

**K. No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their successors and permitted assigns.

**L. Opportunity to Review; Advice of Counsel.** Each Party represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of the terms of the Agreement.

Initials *gw* *mw*


**M. Incorporation of Recitals and Exhibits.** The Recitals set forth above, and the Exhibits attached hereto, are incorporated by this reference as a part of this Agreement and its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**


Initials *gw* *om*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized individuals on the day, month, and year first above written.

TONTO BASIN WATER CO., INC.  
an Arizona corporation

By:   
Jason Williamson  
President

VINEYARD GROUP, LLC  
an Arizona limited liability company

By:   
CRAIG D. CARDON  
MANAGER

Agreement # \_\_\_\_\_

**EXHIBIT A**  
**Legal Description and Map**

Initials \_\_\_\_\_ *ll*



Legal Description

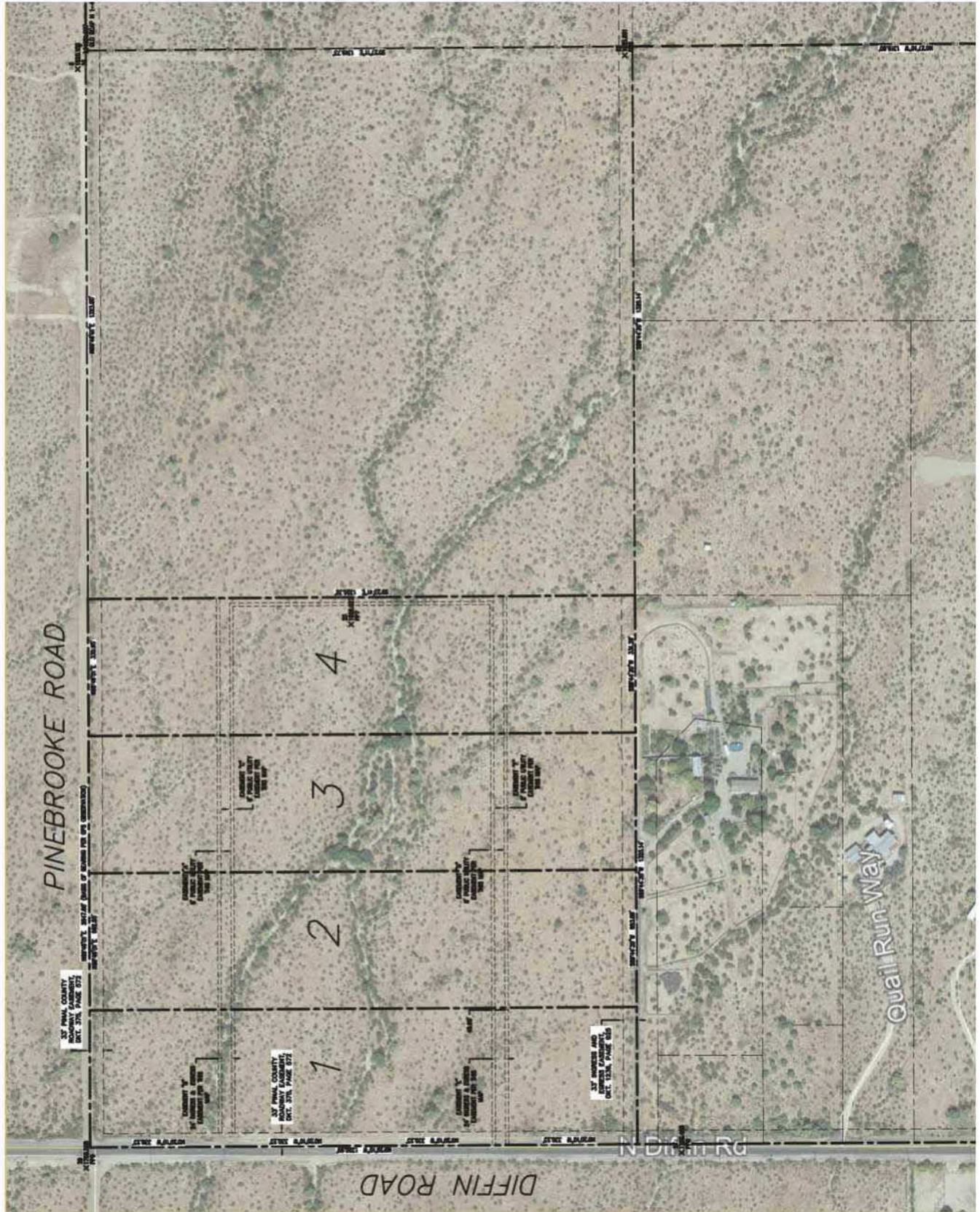
NW NW OF SEC 27-5S-10E 40.00 AC

# EXHIBIT A





# EXHIBIT B



**EXHIBIT B**  
**Description of On-Site Facilities to be Constructed**

This exhibit will be updated upon receipt of the preliminary engineering report, with specifications and additional detail of the facilities to be constructed.



**EXHIBIT C**  
**Cost Estimate for On-Site Facilities to be Constructed**

Utility estimates the Applicant will incur the following costs to extend water service to the Development:

- Extension of 1900 feet of 6" C900 pipe at \$95/ foot = \$180,500 (includes labor, materials, traffic control, and sampling). Pinal County may require (for permitting) shading material/compaction estimated to cost \$48,000.00.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 13**

**NOTICE TO NON-CUSTOMER LANDOWNERS**

**Tonto Basin Water Company, Inc.**  
**c/o JW Water Holdings, LLC**  
**7581 E Academy Blvd Suite 229**  
**Denver CO 80230**

**RE: Proposed Application to Extend Certificate of Convenience and Necessity**

Dear Cactus Forest Landowner:

Tonto Basin Water Co., Inc. ("Tonto Basin" or "Company") is a public service corporation providing water utility service under regulation by the Arizona Corporation Commission ("Commission"). The Company's service areas are located in Gila and Pinal counties, including its Cactus Forest system located south of the City of Florence, Arizona. We are writing to you because public records show that you own real property in the vicinity of the Cactus Forest system. The Company is currently preparing an application seeking Commission approval to extend its Certificate of Convenience and Necessity ("CC&N") for the Cactus Forest system and we're offering neighboring landowners the opportunity to have their properties included.

I want to be clear about one thing from the start - *landowners with their own wells or proper well sharing agreements would not be forced to receive service from Tonto Basin.* Tonto Basin would be the exclusive provider of water utility service to the area included in its CC&N. But a CC&N does not preclude landowners from supplying themselves water.

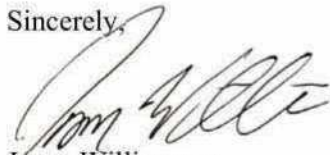
We believe including your land in the Company's CC&N benefits you as a property owner. Tonto Basin operates public water systems regulated by ADEQ and Pinal County in addition to the Commission's extensive regulation, which includes the setting of all rates and charges for water utility service from the Company. Tonto Basin also has the right and ability to pump as much groundwater as it needs to serve its customers. These regulators collectively ensure that the Company provides safe and reliable utility service to every person in the CC&N that requests service. In other words, we will have an obligation to provide you water utility service subject to the Arizona's rules and regulations only if you ask Tonto Basin to extend service. The availability of water utility service could add value to your property even if you choose not to use our services.

There are benefits to the Company and its customers too. Tonto Basin is committed to sound, planned, and coordinated growth of the area and the long-term conservation of our important water resources. In addition, the cost of water utility infrastructure continues to grow while capital costs are also rising. For a public utility, growing the customer base means spreading the costs of service over a larger number of ratepayers. This is a frequent means used by utilities to help lower the cost of service per customer.

If you would like your property to be included in the Company's application to extend its CC&N, please complete the attached consent form, sign and date it, and return it in the enclosed self-addressed, stamped envelope by August 10, 2023. As part of its application, the Company will report which landowners have consented to having their property included in the proposed extension area. If you do not return the consent form or otherwise request inclusion in the CC&N, your property will not be included in the Company's application.

In the meantime, if you have any questions or concerns, please contact the Company at [ccn@jwwater.net](mailto:ccn@jwwater.net).

Sincerely,



Jason Williamson  
President, Tonto Basin Water Co.

**Tonto Basin Water Company, Inc.**  
**c/o JW Water Holdings, LLC**  
**7581 E Academy Blvd Suite 229**  
**Denver CO 80230**

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, \_\_\_\_\_, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

---

---

---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 14**

**NON-CUSTOMER LANDOWNER  
WRITTEN CONSENTS AND OBJECTIONS**

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Mark D. Brinton, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-14-004D2                      206-14-00806  
206-14-004B6                      206-14-01265  
206-14-00608                      206-14-01309                      206-14-012E9

Mark D. Brinton - Trustee  
(Signature)

7-10-2023  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Steven Clauer, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

2061101305, 2061101008, 2061101107,  
2061101 206

  
(Signature)

7/11/23  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, ROBERT W DOUGHTY, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

~~206200130~~ 206200130,  
206240110

Robert W Doughty  
(Signature)

7/11/23  
(Date)

NOTE I HAVE YOUR WATER TO THESE LOTS & MORE BUT  
THESE LOTS COULD BE SUBDIVIDED.



Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Sanya Ann Clauer, consent to the inclusion of my property  
(Print Name)


in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206 11 014 A2

  
(Signature)

7/11/2023  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, GERALD & DEBORAH RIGGLE, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-21-001C2

---

---

---

Gerald Riggle  
(Signature)

July 15, 2023  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Bill N. Johnson, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

---

---

---

Bill N. Johnson  
(Signature)

7-15-23  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

Zora R Bechtel, Trustee

I, James G Bechtel, Trustee, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-20-0240      206-20-0270  
206-20-0250      206-20-0280  
206-20-0260

James G Bechtel  
(Signature)  
Zora R. Bechtel

07-17-2023  
(Date)



Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Dottie O'Brien, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

---

---

---

Dottie O'Brien  
(Signature)

7/18/23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Robert M Shaw, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

23618 E. Bartlett Rd  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

7/19/23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Sharleen Daniels, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-20-006 B  
\_\_\_\_\_  
\_\_\_\_\_

Sharleen Daniels  
(Signature)

7/19/2023  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, AGAPI Ecclesiastical Foundation, Inc consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206230170, 206230180, 206240120  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

7-20-23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

WE, Rudolfo E. Rowe & Julie A. Rowe, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-14-004G5

206-14-004F7

Rudolfo E. Rowe / Julie Anne Rowe  
(Signature)

7/22/2023  
(Date)



Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Fern Wood, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206150030

206150040

206150060

Fern Wood

(Signature)

7/25/23

(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, ERIC S. NORUM, consent to the inclusion of my property  
(Print Name)

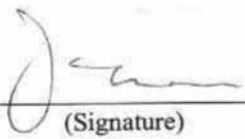
in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-24-027B8  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

7/25/2023  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Sarah & John Holbrook consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

23921 E. Cactus Forest Rd.  
Florence AZ 85132  
parcel # 206-21-001B

I we want to be able to continue  
to have access to water.

Sarah Holbrook (Signature) 7/28/2023 (Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, \_\_\_\_\_, consent to the inclusion of my property  
(Print Name)

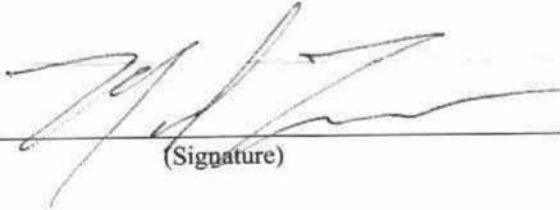
in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

8621 N. Deadmans Gulch Rd  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

29 July 23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Stanislav Suhoštavski, consent to the inclusion of my property  
(Print Name)

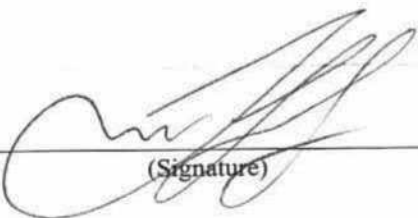
in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-23-002A  
u  
u

  
(Signature)

07/31/2023  
(Date)



Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Papadopoulos Family Living Trust, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206 2403106

Margaret O'Connell  
(Signature)

8/1/23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, CP Ranch LLC, consent to the inclusion of my property  
(Print Name)  
in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-24-03007  
\_\_\_\_\_  
\_\_\_\_\_

Magdalen Cofz  
(Signature)

8/1/23  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, DAVID KENNY, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

21964 E. CACTUS FOREST ROAD  
CACTUS FOREST - system  
FLORENCE AZ 85132-9648

DKenny  
(Signature)

Aug. 1, '23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Stone Master Imports, Inc., consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

20611006E

TOTAL +/- 70 Acres

20611006D

20611006F

20611006C

Douglas L. Keber, President  
(Signature)

8/4/2023  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, KELLY JUDY, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

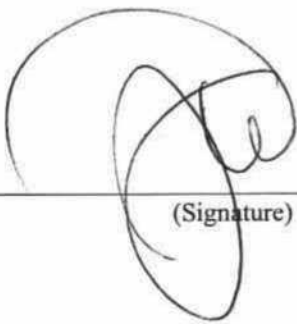
Yes

No

List parcel no(s):

206-20-031

206-20-032 A

  
(Signature)

8/2/2023  
(Date)



**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Patricia Lamb, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206 - 14 - 002 F9

Patricia Lamb

(Signature)

8-5-2023

(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Mehran Aram, consent to the inclusion of my property  
(Print Name)


in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

20635001D, 20611005A, 20611002D, 20611002C,  
20611002A (Aram Properties LP)  
20614002H (Archangel Michael LLC)

  
(Signature)

08/08/23  
(Date)

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, Val Carroll, consent to the inclusion of my property  
(Print Name)

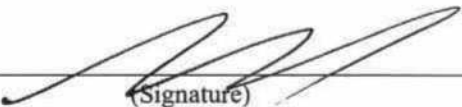
in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206-11-006 U                      206-11-006 X  
206-11-006 V  
206-11-006 W

  
(Signature)

9 Aug 2023  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, MARCIA ANDERSON, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

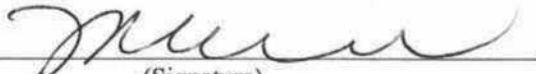
Yes

No

List parcel no(s):

206-20-03005

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
(Signature)

7-18-23  
(Date)

Tonto Basin Water Company, Inc.  
c/o JW Water Holdings, LLC  
7581 E Academy Blvd Suite 229  
Denver CO 80230

**PROPOSED CC&N EXTENSION  
CONSENT FORM**

I, PERRY L PAGE, consent to the inclusion of my property  
(Print Name)

in the proposed extension area. Please check one:

Yes

No

List parcel no(s):

206230290 - 23440 E BARTLETT RD  
FLORENCE AZ 85132

Perry Page  
(Signature)

7-11-2023  
(Date)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 15**  
**LEGAL DESCRIPTIONS**  
**FOR EXTENSION AREA**

Parcel No.	Section No.	Property Description
20614004D	28	BEG W1/4 CR S-89 53 E-662.07 TPOB S-89 53 E-662.07 S-0 2 E-1321.8 3 N-89 51 W-663.07 N-0 E-1321.35 TPOB SEC 28-5S-10 20.10 AC
20614004B	28	N-1385' W1/2 W1/2 SW NORTH HWY 79 SEC 28-5S-10E 19.628 AC
206140060	28	NE SW OF SEC 28-5S-10E 40.00 AC
206140080	28	N1/2 NE SE OF SEC 28-5S-10E 20.00 AC
20614012G	28	S1/2 N1/2 NW OF SEC 28-5S-10E EXC THE E-989.50' THEREOF AKA S1/2 PCL E BK-10 OF SURVEYS PG-142 25.11 AC
206140130	28	S1/2 NW OF SEC 28-5S-10E 80.00 AC
20614012E	28	E-989.50' S1/2 N1/2 NW OF SEC 28-5S-10E 15.00 AC
20611014A	27	E-300' OF S1/2 SE OF SEC 27-5S-10E 8.85 AC
206200240	33	BEG @ N COR OF SEC 33-5S-10E THE POB E-329.74 S-527.31 W-330.14 N-527.26 TO THE POB SEC 33-5S-10E 3.994 AC
206200250	33	BEG @ N COR OF SEC 33-5S-10E THE 329.74 TO POB E-329.73 S-527.36 W-330.14 N-527.31 TO POB SEC 33-5S-10E 3.994 AC
206200260	33	BEG @ N COR OF SEC 33-5S-10E S-527.26 TO POB E-660.28 S-263.28 S-263.68 W-660.69 N-263.63 TO POB SEC 33-5S-10E 3.998 AC
206200270	33	BEG @ N COR OF SEC 33-5S-10E S-790.89 TO POB E-660.69 S-263.68 W-661.10 N-263.63 TO POB SEC 33-5S-10E 4 AC
206200280	33	BEG @ N COR OF SEC 33-5S-10E S-1054.52 TO POB E-661.10 S-263.68 W-661.50 N-263.63 TO POB SEC 33-5S-10E 4.003 AC
206230170	34	W1/2 SE NW SW OF SEC 34-5S-10E 5.00 AC
206230180	34	E1/2 SE NW SW OF SEC 34-5S-10E 5.00 AC
20624027B	34	THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 05 SOUTH, RANGE 10 EAST, 109,443.11 SQUARE FEET, 2.51 ACRES.
20623002A	34	See Attachment
206240310	34	E1/2 SW SE SE OF SEC 34-5S-10E 5.00 AC
206240300	34	W1/2 SW SE SE OF SEC 34-5S-10E 5.00 AC
20611006E	27	See Attachment
20611006F	27	See Attachment
20611006C	27	See Attachment
20611006D	27	See Attachment
206200310	33	E/2, SW, SW, NE, NE OF SEC 33-5S-10E, AKA: PCL C, BK-16 OF SURVEYS PG-133, 1.25 AC

20620032A	33	See Attachment
20614002F	28	COM @ E/14 COR OF SEC 28-5S-10E TH N-660 TH W-739.5 TO POB TH CONT W-176.5 TH S-330 TH E-176.5 TH N-330 TO POB 1.29 AC
20611005A	27	NW SE NW OF SEC 27-5S-10E 10.00 AC
20611002D	27	THE EAST 284.75 FEET OF THE WEST 569.50 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 05 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY
20611002C	27	See Attachment
20611002A	27	See Attachment
20614002H	28	NE1/4 OF SEC 28-5S-10E AXC THE N-660' AND EXC THE E-916 OF THE S-660 THEREOF 106.44 AC
20611006U	27	See Attachment
20611006V	27	See Attachment
20611006W	27	See Attachment
20611006X	27	See Attachment
206230290	34	W1/2 SW SE SW OF SEC 34-5S-10E 5.00 AC
206200300	33	W/2, SW, SW, NE, NE OF SEC 33-5S-10E, AKA: PCL B, BK-16 OF SURVEYS PG-133, 1.25 AC
20624007A	34	W-133.57 OF E1/2 NW NW SE OF SEC 34-5S-10E 2.102 AC
20624002A	34	NW NE NE SE OF SEC 34-5S-10E 2.50 AC
20624002B	34	SW NE NE SE OF SEC 34-5S-10E 2.50 AC
206210140	34	N-371 OF E-264 SE SW NE SEC 34-5S-10E 2.248 AC
20624028D	34	See Attachment
20624028E	34	See Attachment
20624028B	34	COM @ S 1/4 COR OF SEC 34-05S-10E TH E-662.85 TH N-165.08 TO POB TH N-165.08 TH E-331.51 TH S-165.07 TH W-331.47 TO POB AKA PCL B IN BK 20 OF SURVEYS PG 152 1.26 AC
20624028C	34	COM @ S1/4 COR OF SEC 34-05S-10E TH E-662.85 TO POB TH N-165.08 TH E-331.47 TH S-165.07 TH W-331.43 TO POB AKA PCL C IN BK 20 OF SURVEYS PG 152 1.26 AC
20624029A	34	See Attachment
20624029B	34	See Attachment
20624029C	34	See Attachment
20624029D	34	See Attachment

20624025C	34	BEG NW COR N1/2 W1/2 NW SW SE SEC 34 N-89 D E-331.67 S-0D E-330.2 1 N-45 D W-468.32 TO POB SEC 34-5S-10E 1.26 AC
20624025D	34	BEG NW COR N1/2 W1/2 NW SW SE SEC 34 S-45 E-468.32 S-89 W-331.67 N-0 W-330.21 POB SEC 34-5S-10E 1.26 AC
206240230	34	W1/2 NE SW SE OF SEC 34-5S-10E 5.00 AC
20623008A	34	See Attachment APN 20623008
20623008C	34	See Attachment APN 20623008
20623008D	34	See Attachment APN 20623008
20623002B	34	See Attachment
20623002C	34	See Attachment
20623001C	34	COMM @ W QTR COR OF SEC 34-5S-10E S-89DEG47'37 E-2640.84 S-0DEG0'12 E-492.86 POB S0DEG0'12 E-164.93 N-89DEG50'39 W-330.14 N0DEG0'01 W-164.94 S-89DEG50'33 E-330.13 POB 54450 SQ FT 1.25 AC
20623028R	34	SW SW SEC 34-5S-10E EXCEPT N-420 OF E-966.22 & EXCEPT E-906.61 THEREOF AKA LOT 5 BK 7 OF SURVEYS PG 85 12.12 AC
20623028Q	34	W-302.33 OF E-906.91 SW SW SEC 34-5S-10E EXCEPT N-420 THEREOF AKA LOT 4 BK 7 PG 85 6.25 AC
20623028J	34	THE W 648.22' OF THE E 966.22' OF THE N 420' OF THE SW SW OF SEC 34-5S-10E (AKA LOT 1 OF SUR BK 7 - PG 085) 6.25 AC
20623028S	34	THE N-360.18 OF THE S-900.56 OF THE W-302.30 OF THE E-604.58 OF THE SW SW OF SEC 34-05S-10E AKA LOTS 3-A & 3-B IN BK 8 OF SURVEYS PG 195 2.50 AC
20623028U	34	THE N-180.12 OF THE S-360.24 OF THE W-302.30 OF THE E-604.58 OF THE SW SW OF SEC 34-05S-10E AKA LOT 3-D IN BK 8 OF SURVEYS PG 195 1.25 AC
20623028V	34	THE S-180.125 OF THE W-302.30 OF THE E-604.58 OF THE SW SW OF SEC 34-05S-10E AKA LOT 3-E IN BK 8 OF SURVEYS PG 195 1.25 AC
20623028T	34	THE N-180.125 OF THE S-540.375 OF THE W-302.30 OF THE E-604.58 OF SW SW OF SEC-34-05S-10E AKA LOT 3-C IN BK 8 OF SURVEYS PG 195 1.25 AC
20623028K	34	E-302.28 OF THE SW SW OF SEC 34 5S-10E EXCEPT THE N-420.00 & EXCEPT THE S-720.50 AKA LOT 2-A IN BK-08 PG-194 1.25 AC
20623028L	34	N-180.13 OF THE S-720.00 OF THE E-302.28 OF THE SW SW OF SEC 34 5S-10E AKA LOT 2-B IN BK-08 PG-194 1.25 AC
20623028M	34	N-180.13 OF THE S-540.38 OF THE E-302.28 OF THE SW SW OF SEC 34 5S-10E AKA LOT 2-C IN BK-08 PG-194 1.25 AC
20623028N	34	N-180.13 OF THE S-360.25 OF THE E-302.28 OF THE SW SW OF SEC 34 5S-10E AKA LOT 2-D IN BK-08 PG-194 1.25 AC

20623028P	34	S-180.13 OF THE E-302.28 OF THE SW SW OF SEC 34 5S-10E AKA LOT 2-E IN BK-08 PG-194 1.25 AC
20623026B	34	W1/2 E1/2 NW SE SW OF SEC 34-5S-10E 2.50 AC
20623026A	34	E1/2 E1/2 NW SE SW OF SEC 34-5S-10E 2.50 AC
206230310	34	W1/2 SE SE SW OF SEC 34-5S-10E 5.00 AC
206230320	34	E1/2 SE SE SW OF SEC 34-5S-10E 5.00 AC
20620007K	33	SW SE NW SE SEC 33-5S-10E 2.5 AC
206200410	33	See Attachment
206200420	33	See Attachment
206200290	33	N/2, SW, NE, NE OF SEC 33-5S-10E, AKA: PCL A, BK-16 OF SURVEYS PG-133, 5 AC
20620032B	33	See Attachment
206200330	33	See Attachment
206200370	33	Section 33 Township 05S Range 10E Subsec NE; see attached map
206200380	33	Section 33 Township 05S Range 10E Subsec NE; see attached map
206200390	33	Section 33 Township 05S Range 10E Subsec NE; see attached map
206200400	33	Section 33 Township 05S Range 10E Subsec NE; see attached map
206200340	33	See Attachment
206200350	33	See Attachment
206200360	33	See Attachment
20611002B	27	See Attachment
20611006J	27	See Attachment
20611006M	27	See Attachment
20611006T	27	See Attachment
206110160	27	S2 OF SE OF SEC 27-05S-10E EXC W2 W2 SW SE & EXC E-300 OF SE SE OF SAID SEC 27 66.30 AC
20614001L	28	THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTH 660.00 FT OF SECTION 28-TOWNSHIP 05 SOUTH - RANGE 10E, AKA LOT E2 OF MINOR LAND DIVISION SURVEY FEE# 2001-046919 (BK 5-PG 246), 218,260.35 SQ FT, 5.01 ACRES
20614002E	28	BEG SE COR NE SEC 28 TH N-330' W-539.5 TO POB TH N-330' TH W-200' TH S-330' TH E-200 TO POB SEC 28-5S-10E 1.51 AC (1)
20614002K	28	COMM @ E COR OF SEC 28-5S-10E TH W-516 TO POB TH W-400 TH N-328.43 TH E-400 TH S- 329.12 TO POB AKA PAR D-1 OF SUR BK 11 PG 165 3.02 AC



20614002M	28	COM @ E1/4 COR OF SEC 28-05S-10E TH W-350.50 TO POB TH CONT W-165.50 TH N-329.12 TH E-165.50 TH S-329.40 TO POB AKA PCL D-2A BK-19 OF SURVEYS PG-117 1.25 AC
20614002N	28	COM @ E1/4 COR OF SEC 28-05S-10E TH W-185.00 TO POB TH CONT W-165.50 TH N-329.40 TH E-165.50 TH S-329.68 TO POB AKA PCL D-2B BK-19 OF SURVEYS PG-117 1.25 AC
20614002P	28	BEG @ E1/4 COR OF SEC 28-05S-10E TH W-185.00 TH N-329.68 TH E-185.00 TH S-330.00 TO POB AKA PCL D-2C BK-19 OF SURVEYS PG-117 1.40 AC
20614002Q	28	COM AT THE E1/4 COR SEC 28-5S-10E TH N-330 TO POB TH W-339.50 TH N-330 TH E-339.50 TH S-330 TO POB AKA: PARCEL B-2 IN BK 7 OF SURVEYS PG 128 2.58 AC
20614002R	28	COM AT THE E1/4 COR SEC 28-5S-10E TH N-330 TH W-339.50 TO POB TH CONT W-200 TH N-330 TH E-200 TH S-330 TO POB AKA: PARCEL A-2 IN BK 7 OF SURVEYS PG 128 1.51 AC
20614009C	28	See Attachment
20614009D	28	See Attachment
20614009E	28	See Attachment
20614009F	28	See Attachment
20614009H	28	See Attachment
20614009J	28	See Attachment
20614009K	28	See Attachment
20614009L	28	See Attachment
206140050	28	COM AT INTERSECTION OF WESTERLY ROW LINE OF HWY 79 AND NORTHERLY ROW LINE OF CACTUS FOREST RD TH NWLY APPROX 16 TO POB TH NWLY ALONG SAID WLY ROW LINE 160 TH SWLY 128 TH S-22 TH E-144.93 TH N38D34'10 E-23 TO POB .27 AC
206140070	28	NW SE OF SEC 28-5S-10E 40.00 AC
206150070	28	UNREC TRS IN SEC 28-5S-10E CACTUS FOREST TRACTS LOT 6 IN TRT 1
20620005C	33	See Attachment
20620005D	33	See Attachment
206200110	33	BEG AT N1/4 CR OF SEC 33-5S-10E; TH W-APPROX 511.44' TH S-419' TO TPOB TH SELY 295.89' TH E-APPROX 339' TH S-APPROX 1000' TH NWLY APPROX 1420' TH NELY 480' TO TPOB SEC 33-5S-10E 10.26 AC + OR -
20621001J	34	See Attachment
206210020	34	200' SQUARE PCL IN SE COR OF NE NE OF SEC 34-5S-10E
20611006R	27	See Attachment
20611006S	27	See Attachment

20611006Q	27	See Attachment
20611006P	27	See Attachment
20611006N	27	See Attachment
20611002G	27	See Attachment
20611002H	27	TBD
206200210	33	See Attachment
206200220	33	N1/2 OF SW NW NE NE SEC 33-5S-10E 1.25 AC
20615030A		COM @ S1/4 COR SEC 28 5S 10E TH E 880' TH N 660' TH CONT N 277.60 TO POB TH CONT N 352.40 TH E 410 TH S 376.40 TH N86D W 410.75 TO POB, AKA PARCEL A IN BK 6 OF SURVEYS PG 168, 3.43 AC
20623002D	34	See Attachment
20611006H	34	See Attachment
20621004C	34	See Attachment
206230300	34	E1/2 SW SE SW OF SEC 34-5S-10E 5.00 AC
20624026H	34	S2 N2 W2 SW SW SE OF SEC 34-5S-10E 1.25 AC
20624032A	34	W1/2 S1/2 SE SE OF SEC 34-5S-10E 2.50 AC

**EXHIBIT "A"**  
**Legal Description**

Parcel No. 1:

The South 254.00 feet of the North 304.00 feet of the West 214.50 feet of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly escribed as follows:

COMMENCING at a 1/2 inch rebar marking the West quarter corner of Section 27 from which a General Land Office brass cap marking the Northwest corner of Section 27 bears North 00 degrees 00 minutes 57 seconds East a distance of 2641.78 feet and from which a 5/8 inch rebar with aluminum cap RLS #37512 marking the Center quarter corner of Section 27 bears South 89 degrees 55 minutes 59 seconds East a distance of 2652.89 feet

THENCE North 00 degrees 00 minutes 57 seconds East along the West boundary of the Northwest quarter of Section 27 a distance of 1016.89 feet to a SET nail (monumented 33.00 feet East by a SET 5/8 inch rebar with aluminum cap RLS #37512) marking the Southwest corner of Parcel seconds A seconds and the POINT OF BEGINNING;

THENCE North 00 degrees 00 minutes 57 seconds East along the West boundary of the Northwest quarter of Section 27 a distance of 254.00 feet to a SET nail (monumented 33.00 feet East by a SET 5/8 inch rebar with aluminum cap RLS #37512) marking the Northwest corner of Parcel seconds A seconds ;

THENCE South 89 degrees 54 minutes 26 seconds East parallel to and 50.00 feet South of the North boundary of the Southwest quarter of the Northwest quarter of Section 27 a distance of 214.50 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Northeast corner of Parcel seconds A seconds

THENCE South 00 degrees 00 minutes 57 seconds West parallel to and 214.50 feet East of the West boundary of the Northwest quarter of Section 27 a distance of 254.00 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Southeast corner of Parcel seconds A seconds ;

THENCE North 89 degrees 54 minutes 26 seconds West parallel to and 304.00 feet South of the North boundary of the Southwest quarter of the Northwest quarter of Section 27 a distance of 214.50 feet to a SET nail (monumented 33.00 feet East by a SET 5/8 inch rebar with aluminum cap RLS #37512) marking the Southwest corner of Parcel seconds A seconds and the POINT OF BEGINNING;

TOGETHER WITH an Ingress, Egress and Utility Easement more particularly described as follows:

The South 30 feet of the North 319 feet of the West 284.75 feet of the Southwest quarter of the Northwest quarter of Section 27.

## Exhibit A

A portion of Parcel "B" of Book 18 of Surveys, Page 151, located within the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office Brass Cap marking the Northwest corner of said Section 27, from which a 1/2-inch Rebar marking the West quarter corner of said Section 27 bears South 00 Degrees 17 Minutes 23 Seconds East, a distance of 2641.82 feet, and from which a General Land Office Brass Cap marking the North quarter corner of said Section 27 bears North 89 Degrees 48 Minutes 52 Seconds East, a distance of 2647.61 feet;

Thence South 00 Degrees 17 Minutes 23 Seconds East along the West boundary of the Northwest quarter of said Section 27, a distance of 1370.91 feet to a Cotton Picker Spindle with tag stamped R.L.S. #49864, marking a corner of Parcel "E" of Book 18 of Surveys, Page 151;

Thence North 89 Degrees 47 Minutes 17 Seconds East leaving the West boundary of the Northwest quarter of said Section 27, a distance of 214.42 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "B" and the POINT OF BEGINNING;

Thence continuing North 89 Degrees 47 Minutes 17 Seconds East along the North boundary of said Parcel "B", a distance of 354.99 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 00 Degrees 17 Minutes 24 Seconds East leaving the North boundary of said Parcel "B", a distance of 254.00 feet to a point witnessed by a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, 0.25 feet North;

Thence South 89 Degrees 47 Minutes 17 Seconds West along the South boundary of said Parcel "B", a distance of 355.03 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Southwest corner of said Parcel "B";

Thence North 00 Degrees 16 Minutes 48 Seconds West along the West boundary of said Parcel "B", a distance of 254.00 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "B" and the POINT OF BEGINNING.

Parcel No. 3:

The East 284.75 feet of the West 569.50 feet of the North half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East AND the East 284.75 feet of the West 569.50 feet of the North half of the North half of the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the North 304.00 feet thereof, more particularly described as follows:

COMMENCING at 1/2 inch rebar marking the West quarter corner of Section 27 from which a General Land Office brass cap marking the Northwest corner of Section 27 bears North 00 degrees 00 minutes 57 seconds East a distance of 2641.78 feet and from which a 5/8 seconds rebar with aluminum cap RLS #37512 marking the Center quarter corner of Section 27 bears South 89 degrees 55 minutes 59 seconds East a distance of 2652.89 feet.

THENCE North 00 degrees 00 minutes 57 seconds East along the West boundary of the Northwest quarter of Section 27 a distance of 825.56 feet to a SET nail(monumented 33.00 feet East by a SET 5/8 seconds rebar with aluminum cap RLS #37512).

THENCE South 89 degrees 55 minutes 01 seconds East along the South boundary of the North half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 27 a distance of 284.75 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Southwest corner of Parcel "D" and the POINT OF BEGINNING;

THENCE North 00 degrees 00 minutes 57 seconds East parallel to and 284.75 feet East of the West boundary of the Northwest quarter of Section 27 a distance of 191.29 feet to a SET 5/8 seconds rebar with aluminum cap RLS #37512 marking the Northwest corner of Parcel "D";

THENCE South 89 degrees 54 minutes 26 seconds East parallel to and 304.00 feet South of the North boundary of the Southwest quarter of the Northwest quarter of Section 27 a distance of 284.75 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Northeast corner of Parcel "D";

THENCE South 00 degrees 00 minutes 57 seconds West parallel to and 569.50 feet East of the West boundary of the Northwest quarter of Section 27 a distance of 191.24 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Southeast corner of Parcel "D";

THENCE North 89 degrees 55 minutes 01 seconds West along the South boundary of the North half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 27 a distance of 284.75 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512 marking the Southwest corner of Parcel "D" and the POINT OF BEGINNING;

TOGETHER WITH an Ingress, Egress and Utility Easement more particularly described as follows:

The South 30 feet of the North 319 feet of the West 284.75 feet of the Southwest quarter of the Northwest quarter of Section 27.



**LEGAL DESCRIPTION****ADJUSTED APN 206-11-002B**

A portion of Parcel "B" of Book 18 of Surveys, Page 151, located within the Southwest quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office Brass Cap marking the Northwest corner of said Section 27, from which a 1/2-inch Rebar marking the West quarter corner of said Section 27 bears South 00 Degrees 17 Minutes 23 Seconds East, a distance of 2641.82 feet, and from which a General Land Office Brass Cap marking the North quarter corner of said Section 27 bears North 89 Degrees 48 Minutes 52 Seconds East, a distance of 2647.61 feet. Thence South 00 Degrees 17 Minutes 23 Seconds East along the West boundary of the Northwest quarter of said Section 27, a distance of 1370.91 feet to a Cotton Picker Spindle with tag stamped R.L.S. #49864, marking a corner of Parcel "E" of Book 18 of Surveys, Page 151. Thence North 89 Degrees 47 Minutes 17 Seconds East leaving the West boundary of the Northwest quarter of said Section 27, a distance of 214.42 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "B" and the **POINT OF BEGINNING**;

Thence continuing North 89 Degrees 47 Minutes 17 Seconds East along the North boundary of said Parcel "B", a distance of 354.99 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 00 Degrees 17 Minutes 24 Seconds East leaving the North boundary of said Parcel "B", a distance of 254.00 feet to a point witnessed by a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, 0.25 feet North;

Thence South 89 Degrees 47 Minutes 17 Seconds West along the South boundary of said Parcel "B", a distance of 355.03 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Southwest corner of said Parcel "B";

Thence North 00 Degrees 16 Minutes 48 Seconds West along the West boundary of said Parcel "B", a distance of 254.00 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #37512, marking the Northwest corner of said Parcel "B" and the **POINT OF BEGINNING**.

Comprising an area of 2.070 Acres; 90,172 Square Feet, more or less.

**Exhibit "A"**

**Parcel "A-1"**

The East half of the Southeast quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona; More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass Cap marking the Southwest corner of said Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27, the Southeast corner of Subject Parcel APN 20611006C, POINT OF BEGINNING, bears North 00°06'01" West, a distance of 2639.62 feet;  
THENCE North 89°55'59" West along the South line of the Northwest quarter of said Section 27, a distance of 663.22 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/64th corner and the Southwest corner of Subject Parcel;  
THENCE North 00°04'16" West along the West line of the East half of the Southeast quarter of the Northwest quarter of said Section 27, a distance of 1320.00 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/64th corner and the Northwest corner of Subject Parcel;  
THENCE South 89°54'26" East along the North line of the East half of the Southeast quarter of the Northwest quarter of said Section 27, a distance of 662.56 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/16th corner and the Northeast corner of Subject Parcel;  
THENCE South 00°06'01" East along the East line of the Northwest quarter of said Section 27, a distance of 1319.70 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

**Parcel "A-2"**

The Southwest quarter of the Southeast quarter of the Northwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
AND  
The North half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass Cap marking the Southwest corner of said Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; and from which a 5/8" Rebar

with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27, bears North 00°06'01" West, a distance of 2639.62 feet;  
THENCE North 89°56'35" West along the South line of the Southwest quarter of said Section 27, a distance of 663.53 feet to a point;  
THENCE North 00°05'36" West along the East line of the West half of the East half of the Southwest quarter of said Section 27, a distance of 2309.77 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;  
THENCE North 89°56'03" West along the South line of the North half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 27, a distance of 663.26 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner and the Southwest corner of Subject Parcel;  
THENCE North 00°05'12" West along the West line of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 329.98 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner and an angle point of Subject Parcel;  
THENCE North 00°02'31" West along the West line of the Southeast quarter of the Northwest quarter of said Section 27, a distance of 660.15 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/64th corner and the Northwest corner of Subject Parcel;  
THENCE South 89°55'13" East along the North line of the Southwest quarter of the Southeast quarter of the Northwest quarter of said Section 27, a distance of 662.89 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/64th corner and the Northeast corner of Subject Parcel;  
THENCE South 00°04'16" East along the East line of the Southwest quarter of the of the Southeast quarter of the Northwest quarter of said Section 27, a distance of 660.00 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/64th corner and an angle point of Subject Parcel;  
THENCE South 00°05'36" East along the East line of the West half of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 329.97 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

**Parcel "A-3"**

The Southwest quarter of the Northeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
AND  
The South half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;  
More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said

Section 27, from which a General Land Office Brass Cap marking the Southwest corner of said Section 27 bears North  $89^{\circ}56'35''$  West, a distance of 2654.13 feet; and from which a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27, bears North  $00^{\circ}06'01''$  West, a distance of 2639.62 feet;  
THENCE North  $89^{\circ}56'35''$  West along the South line of the Southwest quarter of said Section 27, a distance of 663.53 feet to a point;  
THENCE North  $00^{\circ}05'36''$  West along the East line of the West half of the East half of the Southwest quarter of said Section 27, a distance of 1319.87 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/64$ th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;  
THENCE North  $89^{\circ}56'17''$  West along the South line of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 663.38 feet to a  $1/2''$  Rebar with Yellow Paint marking a  $1/16$ th corner and the Southwest corner of Subject Parcel;  
THENCE North  $00^{\circ}05'12''$  West along the West line of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 989.94 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/256$ th corner and the Northwest corner of Subject Parcel;  
THENCE South  $89^{\circ}56'03''$  East along the North line of the South half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 27, a distance of 663.26 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/256$ th corner and the Northeast corner of Subject Parcel;  
THENCE South  $00^{\circ}05'36''$  East along the East line of the West half of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 989.90 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/64$ th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

#### Parcel "A-4"

The East half of the Northeast quarter of the Southwest quarter of Section 27, Township 5-South, Range 10 East of the Gila and Salt River Base and Meridian, (Pinal County, Arizona); More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass Cap marking the Southwest corner of said Section 27 bears North  $89^{\circ}56'35''$  West, a distance of 2654.13 feet; and from which a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27, bears North  $00^{\circ}06'01''$  West, a distance of 2639.62 feet;  
THENCE North  $00^{\circ}06'01''$  West, along East line of Southwest quarter of said Section 27, a distance of 1319.81 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/16$ th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;  
THENCE North  $89^{\circ}56'17''$  West along the South line of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 663.38 feet to a  $5/8''$  Rebar with Aluminum Cap RLS #37512 marking a  $1/64$ th corner and the Southwest corner of Subject Parcel;  
THENCE North  $00^{\circ}05'36''$  West along the West line of the East half of the Northeast quarter of

the Southwest quarter of said Section 27, a distance of 1319.87 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/16th corner and the Northwest corner of Subject Parcel;

THENCE South  $89^{\circ}55'59''$  East along the North line of the Northeast quarter of said Section 27, a distance of 663.22 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter corner of said Section 27 and the Northeast corner of Subject Parcel;

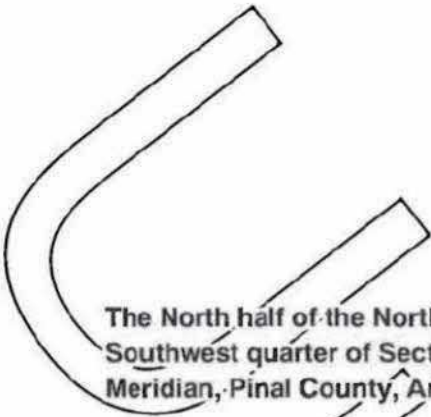
THENCE South  $00^{\circ}06'01''$  East along the East line of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 1319.81 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/16th corner, the Southeast corner of Subject Parcel and THE POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved in Patent from United States of America.

Official



**Exhibit "A"**  
Legal Description



The North half of the North half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27; from which a General Land Office Brass Cap marking the Southwest corner of Section 27 bears North 89 degrees, 56 minutes, 35 seconds West, a distance of 2654.13 feet; and from which a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees, 06 minutes, 01 Seconds West, a distance of 2639.62 feet;

THENCE from said South quarter corner, North 89 degrees, 56 minutes, 35 seconds West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with a Aluminum Cap RLS #37512);

THENCE North 00 degrees, 05 minutes, 36 seconds West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 989.90 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;

THENCE North 89 degrees, 56 minutes, 21 seconds West, a distance of 331.71 feet to a point (monumented 16 feet East with a 5/8" Rebar with a Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

THENCE North 00 degrees, 05 minutes, 24 seconds West, a distance of 329.97 feet to a point (monuments 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

THENCE South 89 degrees, 56 minutes, 17 seconds East, a distance of 331.69 feet to a 5/8" Rebar with Aluminum cap RLS #37512 marking the Northeast corner of subject parcel.

THENCE South 00 degrees, 05 minutes, 36 seconds East, a distance of 329.97 feet to THE POINT OF BEGINNING.

---

Assessor's Parcel Number: 206-11-006H

Commonly Known as: [REDACTED]

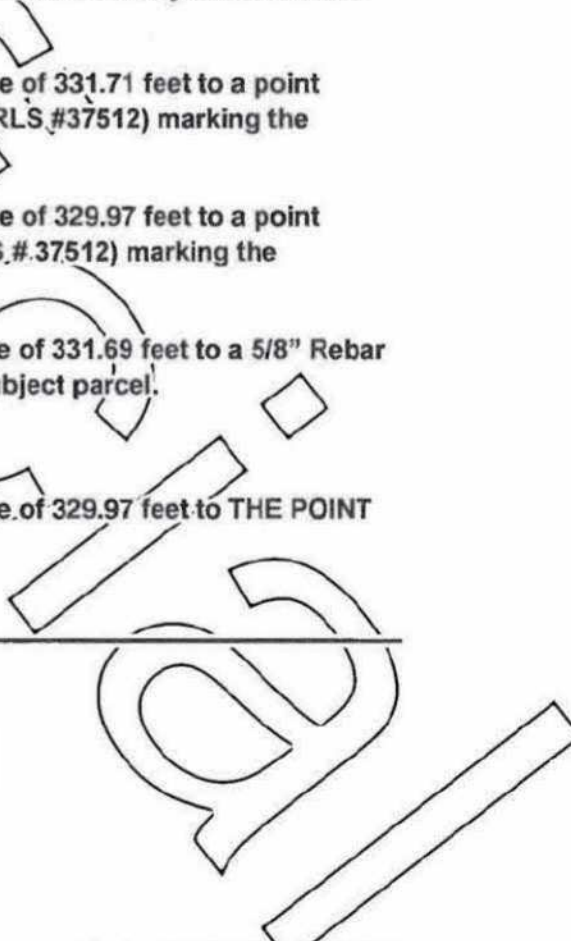


Exhibit A

The North half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT the South half of the South half thereof.

More particularly described as follows:

Commencing at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass Cap marking the Southwest corner of Section 27 bears North  $89^{\circ}56'35''$  West, a distance of 2654.13 feet, and from which a  $5/8''$  rebar with an aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North  $00^{\circ}06'01''$  West, a distance of 2639.62 feet;

Thence from said South quarter corner, North  $89^{\circ}56'35''$  West, along the South boundary of the Southwest quarter of Section 27, a distance of 1327.06 feet to a 1.5" Aluminum cap RLS #25399 marking the West  $1/16^{\text{th}}$  corner of Section 27 and 34;

Thence North  $00^{\circ}05'12''$  West, along the West boundary of the Southeast quarter of the Southwest quarter of Section 27, a distance of 824.95 feet to a  $5/8''$  rebar with Aluminum cap RLS #37512 marking the Southwest corner of Subject Parcel and the POINT OF BEGINNING;

Thence continuing along said West boundary, North  $00^{\circ}05'12''$  West, a distance of 494.97 feet to a  $1/2''$  Iron Pipe with Yellow Paint marking a Southwest  $1/16^{\text{th}}$  corner of Section 27, and the Northwest corner of Subject Parcel;

Thence South  $89^{\circ}56'17''$  East, a distance of 331.69 feet to a point (monumented 16 feet West with a  $5/8''$  rebar with Aluminum Cap RLS #37412) marking the Northeast corner of Subject Parcel;

Thence South  $00^{\circ}05'24''$  East, a distance of 494.96 feet to a point (monumented 16 feet West with a  $5/8''$  rebar with Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel;

Thence North  $89^{\circ}56'24''$  West, a distance of 331.72 feet to the POINT OF BEGINNING.

## Exhibit A

The North half of the South half of the North half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North  $89^{\circ}56'35''$  West, a distance of 2654.13 feet; and from which a  $5/8''$  Rebar with an Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North  $00^{\circ}06'01''$  West, a distance of 2639.62 feet;

THENCE from said South quarter corner, North  $89^{\circ}56'35''$  West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a  $5/8''$  Rebar with Aluminum cap RLS #37512);

THENCE North  $00^{\circ}05'36''$  West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 824.92 to a  $5/8''$  Rebar with an Aluminum Cap RLS #37512 marking the Southeast corner of Subject Parcel and the POINT OF BEGINNING.

THENCE North  $89^{\circ}56'24''$  West, a distance of 331.72 feet to a point (monumented 16 feet East with a  $5/8''$  Rebar with Aluminum cap RLS #37512) marking the Southwest corner of Subject Parcel;

THENCE North  $00^{\circ}05'24''$  West, a distance of 164.99 feet to a point (monumented 16 feet East with a  $5/8''$  Rebar with Aluminum cap RLS #37512) marking the Northwest corner of Subject Parcel;

THENCE South  $89^{\circ}56'21''$  East, a distance of 331.71 feet to a  $5/8''$  Rebar with Aluminum cap RLS #37512 marking the Northeast corner of Subject Parcel;

THENCE South  $00^{\circ}05'36''$  East, a distance of 164.99 feet to the POINT OF BEGINNING.

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 206-11-006S, 206-11-006R, 206-11-006Q, 206-11-006P and 206-11-006N**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PINAL, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

**PARCEL NO. 1:**

The South half of the South half of the North half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89 degrees 56 minutes 35 seconds West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees 06 minutes 01 West, a distance of 2639.62 feet;

Thence from said South quarter corner North 89 degrees 56 minutes 35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 995.30 feet to a point (monumented 33 feet North and 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512);

Thence North 00 degrees 05 minutes 24 seconds West, along the East boundary of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 659.95 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel, and the POINT OF BEGINNING.

Thence North 89 degrees 56 minutes 26 seconds West, along the South boundary of Subject Parcel, a distance of 331.73 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southwest corner of Subject Parcel;

Thence North 00 degrees 05 minutes 12 seconds West, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

Thence South 89 degrees 56 minutes 24 seconds East, a distance of 331.72 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum cap RLS #37512) marking the Northeast corner of Subject Parcel;

Thence South 00 degrees 05 minutes 24 seconds East, a distance of 164.99 feet to the POINT OF BEGINNING.

(Also known as Parcel D-1, of the Minor Land Division in Recording No. 2022-085878, records of Pinal County, Arizona).

**PARCEL NO. 2:**

The North half of the North half of the South half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89 degrees 56 minutes 35 seconds West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees 06 minutes 01 West, a distance of 2639.62 feet;



**EXHIBIT "A"**  
Legal Description

Thence from said South quarter corner North 89 degrees 56 minutes 35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 995.30 feet to a point (monumented 33 feet North and 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512);

Thence North 00 degrees 05 minutes 24 seconds West, along the East boundary of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 494.96 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel, and the POINT OF BEGINNING.

Thence North 89 degrees 56 minutes 28 seconds West, a distance of 331.74 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southwest corner of Subject Parcel;

Thence North 00 degrees 05 minutes 12 seconds West, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

Thence South 89 degrees 56 minutes 26 seconds East, a distance of 331.73 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northeast corner of Subject Parcel;

Thence South 00 degrees 05 minutes 24 seconds East, a distance of 164.99 feet to the POINT OF BEGINNING.

(Also known as Parcel D-2, of the Minor Land Division in Recording No. 2022-085878, records of Pinal County, Arizona).

**PARCEL NO. 3:**

The South half of the North half of the South half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89 degrees 56 minutes 35 seconds West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees 06 minutes 01 West, a distance of 2639.62 feet;

Thence from said South quarter corner North 89 degrees 56 minutes 35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 995.30 feet to a point (monumented 33 feet North and 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512);

Thence North 00 degrees 05 minutes 24 seconds West, along the East boundary of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 329.98 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel, and the POINT OF BEGINNING.

Thence North 89 degrees 56 minutes 30 seconds West, a distance of 331.75 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southwest corner of Subject Parcel;

Thence North 00 degrees 05 minutes 12 seconds West, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

Thence South 89 degrees 56 minutes 28 seconds East, a distance of 331.74 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northeast corner of Subject Parcel;



**EXHIBIT "A"**  
Legal Description

Thence South 00 degrees 05 minutes 24 seconds East, a distance of 164.99 feet to the POINT OF BEGINNING.  
(Also known as Parcel D-3, of the Minor Land Division in Recording No. 2022-085878, records of Pinal County, Arizona).

**PARCEL NO. 4:**

The North half of the South half of the South half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89 degrees 56 minutes 35 seconds West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees 06 minutes 01 West, a distance of 2639.62 feet;

Thence from said South quarter corner North 89 degrees 56 minutes 35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 995.30 feet to a point (monumented 33 feet North and 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512);

Thence North 00 degrees 05 minutes 24 seconds West, along the East boundary of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southeast corner of Subject Parcel, and the POINT OF BEGINNING.

Thence North 89 degrees 56 minutes 33 seconds West, a distance of 331.76 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Southwest corner of Subject Parcel;

Thence North 00 degrees 05 minutes 12 seconds West, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

Thence South 89 degrees 56 minutes 30 seconds East, a distance of 331.75 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northeast corner of Subject Parcel;

Thence South 00 degrees 05 minutes 24 seconds East, a distance of 164.99 feet to the POINT OF BEGINNING.

(Also known as Parcel D-4, of the Minor Land Division in Recording No. 2022-085878, records of Pinal County, Arizona).

**PARCEL NO. 5:**

The South half of the South half of the South half of the West half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89 degrees 56 minutes 35 seconds West, a distance of 2654.13 feet; And from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00 degrees 06 minutes 01 West, a distance of

**EXHIBIT "A"**  
Legal Description

2639.82 feet;

Thence from said South quarter corner North 89 degrees 56 minutes 35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 995.30 feet to a point (monumented 33 feet North and 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel, and the POINT OF BEGINNING;

Thence continuing along said South boundary, North 89 degrees 56 minutes 35 seconds West, a distance of 331.77 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the South 1/16th corner of Section 27 and the Southwest corner of Subject Parcel;

Thence North 00 degrees 05 minutes 12 seconds West, a distance of 164.99 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

Thence South 89 degrees 56 minutes 33 seconds East, a distance of 331.76 feet to a point (monumented 16 feet West with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northeast corner of Subject Parcel;

Thence South 00 degrees 05 minutes 24 seconds East, a distance of 164.99 feet to the POINT OF BEGINNING.

(Also known as Parcel D-5, of the Minor Land Division in Recording No. 2022-085878, records of Pinal County, Arizona).



7/12/2022 4:42 PM  
 Minor Land Division  
 Project #180054c  
 Page 1 of 1  
 MRL



**LEGAL DESCRIPTION**  
**PARCEL "C-1"**

The South half of the South half of the North half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00°06'01" West, a distance of 2639.62 feet; THENCE from said South quarter corner, North 89°56'35" West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with Aluminum cap RLS #37512); THENCE North 00°05'36" West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 659.94 feet to a 5/8" Rebar with Aluminum cap RLS #37512 marking the Southeast corner of Subject Parcel, and THE POINT OF BEGINNING.

Thence North 89°56'26" West, a distance of 331.73 feet to a point (monumented 16 feet East 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

Thence North 00°05'24" West, a distance of 164.99 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

Thence South 89°56'24" East, a distance of 331.72 feet to 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

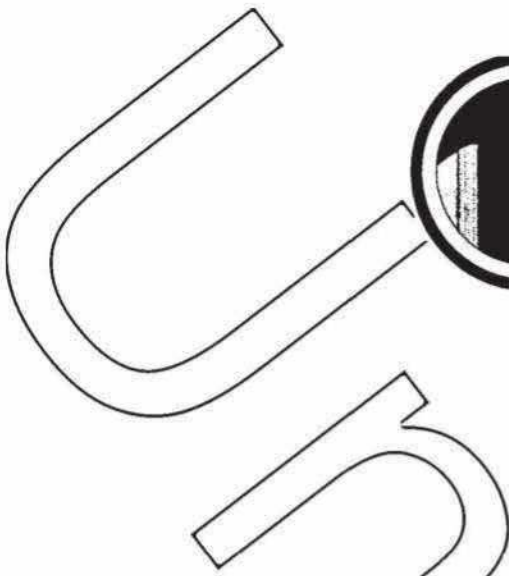
Thence South 00°05'36" East, a distance of 164.98 feet to THE POINT OF BEGINNING.

Comprising an area of 1.256 acres.



*Taylor S. Hansen*





**LEGAL DESCRIPTION**  
**PARCEL "C-2"**

The North half of the North half of the South half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89°56'35 West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00°06'01 West, a distance of 2639.62 feet; THENCE from said South quarter corner North 89°56'35 West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with Aluminum cap RLS #37512); THENCE North 00°05'36" West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 494.95 feet to a 5/8" Rebar with Aluminum cap RLS #37512 marking the Southeast corner of Subject Parcel, and THE POINT OF BEGINNING.

Thence North 89°56'28" Wes, a distance of 331.74 feet to point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

Thence North 00°05'24" West, a distance of 164.99 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

Thence South 89°56'26" East, a distance of 331.73 feet to 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

Thence South 00°05'36" East, a distance of 164.98 feet to THE POINT OF BEGINNING.

Comprising an area of 1.256 acres.





**LEGAL DESCRIPTION**  
**PARCEL "C-3"**

The South half of the North half of the South half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00°06'01" West, a distance of 2639.62 feet; THENCE from said South quarter corner North 89°56'35" West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with Aluminum cap RLS #37512); THENCE North 00°05'36" West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 329.97 feet to a 5/8" Rebar with Aluminum cap RLS #37512 marking the Southeast corner of Subject Parcel, and THE POINT OF BEGINNING.

Thence North 89°56'30" West, a distance of 331.75 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

Thence North 00°05'24" West, a distance of 164.99 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

Thence South 89°56'28" East, a distance of 331.74 feet to 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

Thence South 00°05'36" East, a distance of 164.98 feet to THE POINT OF BEGINNING.

Comprising an area of 1.256 acres.



*Taylor S. Hansen*





APN 20611006W  
7/12/2022 4:42 PM  
Minor Land Division  
Project #180054c  
Page 1 of 1  
MRL



**LEGAL DESCRIPTION**  
**PARCEL "C-4"**

The North half of the South half of the South half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; and from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00°06'01" West, a distance of 2639.62 feet; THENCE from said South quarter corner North 89°56'35" West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with Aluminum cap RLS #37512); THENCE North 00°05'36" West, along the East boundary of the West half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 164.98 feet to a 5/8" Rebar with Aluminum cap RLS #37512 marking the Southeast corner of Subject Parcel, and THE POINT OF BEGINNING.

Thence North 89°56'33" West, a distance of 331.76 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

Thence North 00°05'24" West, a distance of 164.99 feet to a point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

Thence South 89°56'30" East, a distance of 331.75 feet to 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

Thence South 00°05'36" East, a distance of 164.98 feet to THE POINT OF BEGINNING.

Comprising an area of 1.257 acres.



*Taylor S. Hansen*

New Corrected Legal

Exhibit "A"

APN 20611006X

11/2/2022 10:42 AM

Minor Land Division

Project #180054c

Page 1 of 1

MRL



**LEGAL DESCRIPTION**  
**PARCEL "C-5"**

The South half of the South half of the South half of the East half of the West half of the Southeast quarter of the Southwest quarter of Section 27, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the South quarter corner of said Section 27, from which a General Land Office Brass cap marking the Southwest corner of Section 27 bears North 89°56'35" West, a distance of 2654.13 feet; And from which a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Center quarter of Section 27 bears North 00°06'01" West, a distance of 2639.62 feet; THENCE from said South quarter corner North 89°56'35" West, along the South boundary of the Southwest quarter of Section 27, a distance of 663.53 feet to a PK Nail (monumented 33 feet North with a 5/8" Rebar with Aluminum cap RLS #37512) marking the Southeast corner of Subject Parcel, and THE POINT OF BEGINNING.

Thence continuing along said South boundary, North 89°56'35" West, a distance of 331.77 feet to a point (monumented 33 feet North and 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

Thence North 00°05'24" West, a distance of 164.99 feet to point (monumented 16 feet East with a 5/8" Rebar with Aluminum Cap RLS #37512) marking the Northwest corner of Subject Parcel;

Thence South 89°56'33" East, a distance of 331.76 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

Thence South 00°05'36" East, a distance of 164.98 feet to THE POINT OF BEGINNING.

Comprising an area of 1.257 acres.



*Taylor S. Hansen*



## Exhibit A

## Parcel 1:

The Northeast quarter of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a 1/2 inch rebar, marking the East quarter corner of said Section 28, from which a General Land Office brass cap, marking the Southeast corner of Section 28, bears South 00 degrees 04 minutes 24 seconds East, a distance of 2640.08 feet, and from which a 5/8 inch rebar with tag RLS #17258, marking the Center quarter corner of Section 28, bears North 89 degrees 53 minutes 10 seconds West, a distance of 260.40.20 feet;

Thence South 00 degrees 04 minutes 24 seconds East along the East line of the Southeast quarter of Section 28, a distance of 990.03 feet to a FOUND PK with washer RLS #37512, marking a 1/256<sup>th</sup> corner and the Southeast corner of said Parcel and the Point of Beginning;

Thence North 89 degrees 55 minutes 52 seconds West a distance of 329.92 feet to a SET 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256<sup>th</sup> corner and the Southwest corner of said Parcel;

Thence North 00 degrees 04 minutes 46 seconds West a distance of 330.10 feet to a 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256<sup>th</sup> corner and the Northwest corner of said Parcel;

Thence South 89 degrees 54 minutes 58 seconds East a distance of 329.95 feet to a FOUND PK with washer RLS #37512, marking a 1/64<sup>th</sup> corner and the Northeast corner of said Parcel;

Thence South 00 degrees 04 minutes 24 seconds East along the East line of the Southeast quarter of Section 28, a distance of 330.01 feet to a PK with washer RLS #37512, marking a 1/256<sup>th</sup> corner of the Southeast corner of said Parcel and the Point of BEGINNING

RESERVING unto the grantor, their heirs, successors and/or assigns, an easement for public ingress and egress over the North 24.00 feet, and an easement for public utilities over the South 8.00 feet of the North 32.00 feet thereof.

## Parcel 2:

An easement for public ingress and egress over the North 24.00 feet; an easement for public ingress and egress over the West 24.00 feet; an easement for public utilities over the South 8.00 feet of the North 32.00 feet; and an easement for public utilities over the East 8.00 feet of the West 21.00 feet, all of the South half of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING any portion lying within Parcel 1.

## Exhibit A

## Parcel 1:

The Northwest quarter of the Southeast quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona; More particularly described as follows:

COMMENCING at a 1/2" Rebar, marking the East quarter corner of Section 28, from which a General Land Office Brass Cap, marking the Southeast corner of Section 28, bears South 00°04'24" East, a distance of 2640.08 feet; and from which a 5/8" Rebar with tag RLS #17258, marking the Center quarter corner of Section 28, bears North 89°53'10" West, a distance of 2640.20 feet;

Thence South 00°04'24" East along the East line of the Southeast quarter of Section 28, a distance of 990.03 feet;

Thence North 89°55'52" West a distance of 329.92 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and THE POINT OF BEGINNING;

Thence North 89°55'52" West a distance of 329.92 feet to a FOUND 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southwest corner of said Parcel;

Thence North 00°05'09" West a distance of 330.18 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/64th corner and the Northwest corner of said Parcel;

Thence South 89°54'58" East a distance of 329.95 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Northeast corner of said Parcel;

Thence South 00°04'46" East a distance of 330.10 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and THE POINT OF BEGINNING,

RESERVING unto the grantor, their heirs, successors and/or assigns, an easement for public ingress and egress over the North 24.00 feet and over the West 24.00 feet; and an easement for public utilities over the South 8.00 feet of the North 32.00 feet and over the East 8.00 feet of the West 32.00 feet thereof.

## Parcel 2:

An easement for public ingress and egress over the North 24.00 feet; an easement for public ingress and egress over the West 24.00 feet; an easement for public utilities over the South 8.00 feet of the North 32.00 feet, and an easement for public utilities over the East 8.00 feet of the West 32.00 feet, all of the South half of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING any portion lying within Parcel 1.

## Exhibit A

## PARCEL NO. 1:

The Northeast quarter of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona; More particularly described as follows:

Commencing at a 1/2 inch rebar, marking the East quarter corner of Section 28, from which a General Lan Office Brass Cap, marking the Southeast corner of Section 28, bears South 00 degrees 04 minutes 24 seconds East, a distance of 2640.08 feet, and from which a 5/8 inch rebar with tag RLS #17258, marking the Center quarter corner of Section 28, bears North 89 degrees 53 minutes 10 seconds West, a distance of 2640.20 feet;

thence South 00 degrees 04 minutes 24 seconds East along the East line of the Southeast quarter of Section 28, a distance of 990.03 feet;

thence North 89 degrees 55 minutes 52 seconds West a distance of 659.83 feet to a found 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and the POINT OF BEGINNING;

thence North 89 degrees 55 minutes 52 seconds West a distance of 329.92 feet to a set 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256th corner and the Southwest corner of said Parcel;

thence North 00 degrees 05 minutes 31 seconds West a distance of 330.27 feet to a set 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256th corner and the Northwest corner of said Parcel;

thence South 89 degrees 54 minutes 58 seconds East a distance of 329.95 feet to a set 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/64th corner and the Northeast corner of said Parcel;

thence South 00 degrees 05 minutes 09 seconds East a distance of 330.18 feet to a found 5/8 inch rebar with aluminum cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and the POINT OF BEGINNING

RESERVING unto the grantor, their heirs, successors and/or assigns, an easement for public ingress and egress over the North 24.00 feet; and an easement for public utilities over the South 8.00 feet of the North 32.00 feet.

## PARCEL NO. 2:

An easement for public ingress and egress over the North 24.00 feet; an easement for public ingress and egress over the West 24.00 feet; an easement for public utilities over the South 8.00 feet of the North 32.00 feet; and an easement for public utilities over the East 8.00 feet of the West 21.00 feet, all of the South half of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING any portion lying within Parcel No. 1.



## Exhibit A

## Parcel 1:

The Northwest quarter of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona;

More particularly described as follows:

COMMENCING at a 1/2" Rebar, marking the East quarter corner of Section 28, from which a General Land Office Brass Cap, marking the Southeast corner of Section 28, bears South 00°04'24" East, a distance of 2640.08 feet; and from which a 5/8" Rebar with tag RLS #17258, marking the Center quarter corner of Section 28, bears North 89°53'10" West, a distance of 2640.20 feet;

Thence South 00°04'24" East along the East line of the Southeast quarter of Section 28, a distance of 990.03 feet;

Thence North 89°55'52" West a distance of 989.75 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and THE POINT OF BEGINNING;

Thence North 89°55'52" West a distance of 329.92 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southwest corner of said Parcel;

Thence North 00°05'53" West a distance of 330.36 feet to a FOUND 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/64th corner and the Northwest corner of said Parcel;

Thence South 89°54'58" East a distance of 329.95 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Northeast corner of said Parcel;

Thence South 00°05'31" East a distance of 330.27 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southeast corner of said Parcel and THE POINT OF BEGINNING,

RESERVING unto the grantor, their heirs, successors and/or assigns, an easement for public ingress and egress over the North 24.00 feet and over the West 24.00 feet; and an easement for public utilities over the South 8.00 feet of the North 32.00 feet and over the East 8.00 feet of the West 32.00 feet thereof.

## Parcel 2:

An easement for public ingress and egress over the North 24.00 feet; an easement for public ingress and egress over the West 24.00 feet; an easement for public utilities over the South 8.00 feet of the North 32.00 feet; and an easement for public utilities over the East 8.00 feet of the West 21.00 feet, all of the South half of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East, Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPTING any portion lying within Parcel 1.

## Exhibit A

The West half of the North half of the South half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona; more particularly described as follows:

COMMENCING at a 1/2" Rebar marking the East quarter corner of Section 28, from which a General Land Office Brass Cap marking the Southeast corner of Section 28, bears South 00°04'24" East, a distance of 2640.08 feet; and from which a 5/8" Rebar with tag RLS #17258 marking the Center quarter corner of Section 28, bears North 89°53'10" West, a distance of 2640.20 feet;

Thence South 00°04'24" East along the East line of the Southeast quarter of Section 28, a distance of 1320.04 feet to the South 1/16th corner of Section 28 & 27;

Thence North 89°56'46" West, a distance of 1319.53 feet to a 1/2" Rebar with Plastic Cap RLS #34554 marking the Southeast 1/16th corner of Section 28;

Thence North 00°05'53" West, a distance of 165.18 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/1024th corner of Section 28, and the Southwest corner of said Parcel, and THE POINT OF BEGINNING;

Thence continuing North 00°05'53" West, a distance of 165.18 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner of Section 28, and the Northwest corner of said Parcel;

Thence South 89°55'52" East, a distance of 329.92 feet to a 5/8" Rebar with an Aluminum Cap RLS #37152, marking a 1/256th corner of Section 28, and the Northeast corner of said Parcel;

Thence South 00°05'31" East, a distance of 165.13 feet to a 1/1024th corner of Section 28 (monumented 16.00 feet North with a 5/8" Rebar with an Aluminum Cap RLS #37512), marking a 1/1024th corner of Section 28 and the Southeast corner of said Parcel;

Thence North 89°56'19" West, a distance of 329.90 feet to THE POINT OF BEGINNING;

The West half of the South half of the South half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona;

More particularly described as follows:

COMMENCING at a 1/2" Rebar marking the East quarter corner of Section 28, from which a General Land Office Brass Cap marking the Southeast corner of Section 28, bears South 00°04'24" East, a distance of 2640.08 feet; and from which a 5/8" Rebar with tag RLS #17258 marking the Center quarter corner of Section 28, bears North 89°53'10" West, a distance of 2640.20 feet; Thence South 00°04'24" East along the East line of the Southeast quarter of Section 28, a distance of 1320.04 feet to the South 1/16th corner of Section 28 & 27; Thence North 89°56'46" West, a distance of 989.65 feet to a 5/8" Rebar with Aluminum Cap RLS #37512 marking a 1/256th corner of Section 28, and the Southeast corner of said Parcel, and THE POINT OF BEGINNING;

Thence continuing North 89°56'46" West, a distance of 329.88 feet to a 1/2" Rebar with a Plastic Cap RLS #34554 marking the Southeast 1/16th corner of Section 28, and the Southwest corner of said Parcel;

Thence North 00°05'53" West, a distance of 165.18 feet to a 5/8" Rebar with an Aluminum Cap RLS #37152 marking a 1/1024th corner of Section 28, and the Northwest corner of said Parcel;

Thence South 89°56'19" East, a distance of 329.90 feet to a 1/1024th corner of Section 28 (monumented 16.00 feet South with a 5/8" Rebar with an Aluminum Cap RLS #37512), and the Northeast corner of said Parcel;

Thence South 00°05'31" East, a distance of 165.13 feet to THE POINT OF BEGINNING.

## Exhibit A

The East half of the North half of the South half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East, Gila and Salt River Base and Meridian, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at a 1/2" rebar marking the East quarter corner of Section 28, from which a General Land Office Brass Cap marking the Southeast corner of Section 28, bears South 00° 04' 24" East, a distance of 2640.08 feet; and from which a 5/8" rebar with tag RLS #17258 marking the Center quarter corner of Section 28, bears North 89° 53' 10" West, a distance of 2640.20 feet;

Thence South 00° 04' 24" East along the East line of the Southeast quarter of Section 28, a distance of 1320.04 feet to the South 1/16<sup>th</sup> corner of Section 28 & 27;

Thence North 89° 56' 46" West a distance of 659.76 feet to a 1/2" rebar with tag RLS #32778 marking a 1/64<sup>th</sup> corner of Section 28;

Thence North 00° 05' 09" West, a distance of 165.09 feet to a 5/8" rebar with an Aluminum Cap RLS #37512 marking a 1/1024<sup>th</sup> corner of Section 28, and the Southeast corner of said Parcel, and the TRUE POINT OF BEGINNING;

Thence North 89° 56' 19" West, a distance of 329.90 feet to a 1/1024<sup>th</sup> corner of Section 28 (monumented 16.00 feet North with a 5/8" rebar with an Aluminum Cap RLS #37512), and the Southwest corner of said Parcel;

Thence North 00° 05' 31" West, a distance of 165.13 feet to a 5/8" rebar with an Aluminum Cap RLS #37152 marking a 1/256<sup>th</sup> corner of Section 28, and the Northwest corner of said Parcel;

Thence South 89° 55' 52" East, a distance of 329.92 feet to a 5/8" rebar with an Aluminum Cap RLS #37512 marking a 1/256<sup>th</sup> corner of Section 28, and the Northeast corner of said Parcel;

Thence South 00° 05' 09" East, a distance of 165.09 feet to the TRUE POINT OF BEGINNING.

## Exhibit A

The East half of the South half of the South half of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona;

More particularly described as follows:

COMMENCING at a 1/2" Rebar marking the East quarter corner of Section 28, from which a General Land Office Brass Cap marking the Southeast corner of Section 28, bears South 00°04'24" East, a distance of 2640.08 feet; and from which a 5/8" Rebar with tag RLS #17258 marking the Center quarter corner of Section 28, bears North 89°53'10" West, a distance of 2640.20 feet; Thence South 00°04'24" East along the East line of the Southeast quarter of Section 28, a distance of 1320.04 feet to the South 1/16th corner of Section 28 & 27; Thence North 89°56'46" West, a distance of 659.76 feet to a 1/2" Rebar with tag RLS #32778 marking a 1/64th corner of Section 28, the Southwest corner of said Parcel, and THE POINT OF BEGINNING;

Thence continuing North 89°56'46" West, a distance of 329.88 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking a 1/256th corner of Section 28, and the Southwest corner of said Parcel;

Thence North 00°05'31" West, a distance of 165.13 feet to a 1/1024th corner of Section 28 (monumented 16.00 feet South with a 5/8" Rebar with an Aluminum Cap RLS #37512), and the Northwest corner of said Parcel;

Thence South 89°56'19" East, a distance of 329.90 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking a 1/1024th corner of Section 28, and the Northeast corner of said Parcel;

Thence South 00°05'09" East, a distance of 165.09 feet to THE POINT OF BEGINNING.



APN 20620005C

206 20 005 C  
PRT OF TRACT A IN NE NW OF SEC 33-5S-10E BEG 1505' E FR NW CR OF SEC TH CONT  
E-250' TH SELY & PARALLEL TO HWY 405' TH S-70 DEG W 200' TH NWLY & PARALLEL TO  
HWY A DIST OF 480.72' TO POB SEC 33-5S-10E EXCEPT THE NORTH .30 AC DEEDED TO  
ADOT IN FEE #2004-044454 1.25 AC

APN 20620005D

206 20 005 D  
SLY 480' LONG BY 135' WIDE PCL IN TRACT A IN NE NW OF SEC 33-5S 10E FURTHER DESC  
AS BEG AT THE NW CR OF SEC 33 TH E-1505' TH SELY 480.72' TH SWLY TO THE NELY R/W  
LINE OF US 80-89 ALSO BEING TPOB TH SELY 135' TH NELY 480' TH NWLY APPROX 135' TH  
SWLY 480' TO POB SEC 33-5S-10E 1.49 AC

## Exhibit A

## PARCEL NO. 1:

The West half of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office brass cap marking the Northeast corner of said Section 33, from which a 1/2-inch rebar in concrete marking the North quarter corner of said Section 33 bears South 89 degrees 41 minutes 23 seconds West a distance of 2637.67 feet, and from which a General Land Office stem marking the East quarter corner of said Section 33 bears South 00 degrees 30 minutes 53 seconds East a distance of 2639.46 feet;

Thence South 00 degrees 30 minutes 53 seconds East along the East boundary of said Section 33, a distance of 1319.74 feet to a 2-inch aluminum cap stamped R.L.S. #49864, marking the North sixteenth corner on the East boundary of said Section 33;

Thence South 89 degrees 42 minutes 58 seconds West along the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 826.42 feet to a set 5/8 inch rebar with 2-inch aluminum cap g stamped R.L.S. #49864, marking the Southeast corner of Parcel "A" as shown on Record of Survey recorded in Fee No. 2020-119221 and also being the True Point of Beginning;

Thence continuing South 89 degrees 42 minutes 58 seconds West along the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 165.28 feet to a found 2-inch aluminum cap stamped R.L.S. #17258, marking the Southwest corner of said Parcel "A";

Thence North 00 degrees 24 minutes 10 seconds West leaving the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 329.82 feet to a found 2-inch aluminum cap stamped R.L.S. #17258, marking the Northwest corner of said Parcel "A";

Thence North 89 degrees 42 minutes 35 seconds East, a distance of 165.18 feet to a set 5/8 inch rebar with 2-inch aluminum cap stamped R.L.S. #49864, marking the Northeast corner of said Parcel "A";

Thence South 00 degrees 25 minutes 17 seconds East, a distance of 329.84 feet to a set 5/9 inch rebar with 2-inch aluminum cap stamped R.L.S. #49864, marking the Southeast corner of said Parcel "A", and also the True Point of Beginning.

EXCEPT therefrom all coal and other minerals as reserved to the United States of America in Patent recorded in Book 51 of Deeds, Page 678.

## PARCEL NO. 2:

An easement for ingress and egress over the South 15 feet of the following described Parcel:

The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

## Exhibit A

The East half of the Southeast quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office brass cap marking the Northeast corner of said Section 33, from which a 1/2 inch rebar in concrete marking the North quarter corner of said Section 33 bears South 89 degrees 41 minutes 23 seconds West a distance of 2637.67 feet, and from which a General Land Office stem marking the East quarter corner of said Section 33 bears South 00 degrees 30 minutes 53 seconds East a distance of 2639:46 feet;

Thence South 00 degrees 30 minutes 53 seconds East along the East boundary of said Section 33, a distance of 1319.74 feet to a 2-inch aluminum cap stamped R.L.S. #49864, marking the North sixteenth corner on the East boundary of said Section 33;

Thence South 89 degrees 42 minutes 58 seconds West along the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 661.14 feet to a found 5/8 inch rebar affixed with tag stamped R.L.S. #49864, marking the Southeast corner of Parcel "B" as shown on Record of Survey recorded in Fee No. 2020-119221 and also being the True Point of Beginning;

Thence continuing South 89 degrees 42 minutes 58 seconds West along the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 165.28 feet to a SET 5/8 inch rebar with 2 inch aluminum cap stamped R.L.S. #49864, marking the Southwest corner of said Parcel "B";

Thence North 00 degrees 25 minutes 17 seconds West leaving the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 329.84 feet to a SET 5/8 inch rebar with 2 inch aluminum cap stamped R.L.S. #49864, marking the Northwest corner of said Parcel "B";

Thence North 89 degrees 42 minutes 35 seconds East, a distance of 165.18 feet to a FOUND 1/2-inch rebar affixed with tag stamped R.L.S. #49864, marking the Northeast corner of said Parcel "B";

Thence South 00 degrees 26 minutes 24 seconds East, a distance of 329.86 feet to a FOUND 5/8 inch rebar affixed with tag stamped R.L.S. #49864, marking the Southeast corner of said Parcel "B", and also the True Point of Beginning.

EXCEPT therefrom all coal and other minerals as reserved to the United States of America in Patent recorded in Book 51 of Deeds, Page 678.

**LEGAL DESCRIPTION**

A portion of the North half of the Northeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a Brass Cap marking the Northeast corner of said Section 34, from which a General Land Office Brass Cap marking the East quarter corner of said Section 34 bears South 00 Degrees 25 Minutes 21 Seconds East, a distance of 2641.11 feet, and from which a Brass Cap marking the North quarter corner of said Section 34 bears South 89 Degrees 42 Minutes 57 Seconds West, a distance of 2652.90 feet. Said Brass Cap, marking the Northeast corner of said Section 34, is also marking the **POINT OF BEGINNING**;

Thence South 00 Degrees 25 Minutes 21 Seconds East along the East boundary of the Northeast quarter of said Section 34, a distance of 1320.56 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 Degrees 44 Minutes 01 Seconds West leaving the East boundary of the Northeast quarter of said Section 34, a distance of 624.63 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 Degrees 25 Minutes 21 Seconds West parallel to the East boundary of the Northeast quarter of said Section 34, a distance of 835.03 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 56 Degrees 11 Minutes 45 Seconds West, a distance of 865.92 feet to a SET Cotton Picker Spindle with tag stamped R.L.S. #49864;

Thence North 89 Degrees 42 Minutes 57 Seconds East along the North boundary of the Northeast quarter of said Section 34, a distance of 1340.59 feet to a FOUND Brass Cap, marking the **POINT OF BEGINNING**.

**EXCLUDING** the North 200 feet of the West 200 feet of the South 270 feet of the East 233 feet of said North half of the Northeast quarter of said Section 34.

Comprising an area of 21.086 Acres; 918,524 Square Feet, more or less.



## Exhibit A

The North half of the North half of the Southeast quarter of the Northeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona;

More particularly described as follows:

COMMENCING at a General Land Office Brass Cap marking the East quarter corner of Section 34, from which a General Land Office Stem marking the Northeast corner of Section 34, bears North 00°07'21" West, a distance of 2640.98 feet; and from which a 1/2" Rebar marking the Center quarter corner of Section 34, bears North 89°56'36" West, a distance of 2656.91 feet;

THENCE North 00°07'21" West along the East line of the Northeast quarter of Section 34, a distance of 990.36 feet to a 1/256th corner monumented 33.00 feet West by a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking the Southeast corner of said Parcel and THE POINT OF BEGINNING;

THENCE North 89°57'24" West along the South line of the North half of the North half of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 1327.70 feet to a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner and the Southwest corner of said Parcel;

THENCE North 00°04'45" West along the East line of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 330.02 feet to a FOUND 5/8" Rebar with Aluminum Cap RLS #37512, marking the NE/16th corner of Section 34, and the Northwest corner of said Parcel;

THENCE South 89°57'40" East along the North line of the Southeast quarter of the Northeast quarter of said Section 34, a distance of 1327.46 feet to a point monumented 33.00 feet West by a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking the N/16th corner of Section 34 & 35, and the Northeast corner of said Parcel;

THENCE South 00°07'21" East along the East line of the Northeast quarter of Section 34, a distance of 330.12 feet to a point monumented 33.00 feet West by a SET 5/8" Rebar with Aluminum Cap RLS #37512, marking a 1/256th corner, the Southeast corner of said Parcel and THE POINT OF BEGINNING



Project #20-269  
August 31, 2020

LEGAL DESCRIPTION  
PARCEL "A"

A portion of the West half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the Center quarter corner of said Section 34, from which a 3/4-inch Iron Pipe marking the West quarter corner of said Section 34 bears South 89 Degrees 45 Minutes 02 Seconds West, a distance of 2646.18 feet, and from which a 3/4-inch Iron Pipe marking the South quarter corner of said Section 34 bears South 00 Degrees 20 Minutes 25 Seconds East, a distance of 2641.78 feet. Thence South 89 Degrees 45 Minutes 02 Seconds West along the North boundary of the Southwest quarter of said Section 34, a distance of 496.16 Feet to a SET 60D Nail, marking the POINT OF BEGINNING;

Thence South 00 Degrees 18 Minutes 50 Seconds East leaving the North boundary of the Southwest quarter of said Section 34, a distance of 330.20 Feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 Degrees 45 Minutes 12 Seconds West, a distance of 165.44 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 Degrees 18 Minutes 18 Seconds West, a distance of 330.19 feet to a SET 60D Nail;

Thence North 89 Degrees 45 Minutes 02 Seconds East along the North boundary of the Southwest quarter of said Section 34, a distance of 165.39 feet to a SET 60D Nail, marking the POINT OF BEGINNING.

Comprising an area of 1.254 Acres; 54,617 Square Feet, more or less.



Project #20-269

August 31, 2020

LEGAL DESCRIPTION  
PARCEL "B"

A portion of the West half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the Center quarter corner of said Section 34, from which a 3/4-inch Iron Pipe marking the West quarter corner of said Section 34 bears South 89 Degrees 45 Minutes 02 Seconds West, a distance of 2646.18 feet, and from which a 3/4-inch Iron Pipe marking the South quarter corner of said Section 34 bears South 00 Degrees 20 Minutes 25 Seconds East, a distance of 2641.78 feet. Thence South 89 Degrees 45 Minutes 02 Seconds West along the North boundary of the Southwest quarter of said Section 34, a distance of 330.77 feet to a SET 60D Nail, marking the POINT OF BEGINNING;

Thence South 00 Degrees 19 Minutes 22 Seconds East leaving the North boundary of the Southwest quarter of said Section 34, a distance of 330.21 feet to a FOUND 1/2-inch Rebar with Yellow Plastic Cap stamped R.L.S. #25399;

Thence South 89 Degrees 45 Minutes 12 Seconds West, a distance of 165.44 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 Degrees 18 Minutes 50 Seconds West, a distance of 330.20 feet to a SET 60D Nail;

Thence North 89 Degrees 45 Minutes 02 Seconds East along the North boundary of the Southwest quarter of said Section 34, a distance of 165.39 feet to a SET 60D Nail, marking the POINT OF BEGINNING.

Comprising an area of 1.254 Acres; 54,619 Square Feet, more or less.



## LEGAL DESCRIPTION

A portion of the West half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the Center quarter corner of said Section 34, from which a 3/4-inch Iron Pipe marking the North quarter corner of said Section 34 bears South 89 Degrees 45 Minutes 02 Seconds West, a distance of 2646.18 feet, and from which a 3/4-inch Iron Pipe marking the South quarter corner of said Section 34 bears South 00 Degrees 20 Minutes 25 Seconds East, a distance of 2641.78 feet. Thence South 89 Degrees 45 Minutes 02 Seconds West along the North boundary of the Southwest quarter of said Section 34, a distance of 330.77 feet to a 60D Nail. Thence South 00 Degrees 19 Minutes 22 Seconds East leaving the North boundary of the Southwest quarter of said Section 34, a distance of 330.21 feet to a FOUND 1/2-inch Rebar with Yellow Plastic Cap stamped R.L.S. #25399, marking the POINT OF BEGINNING;

Thence continuing South 00 Degrees 19 Minutes 22 Seconds East, a distance of 330.21 feet to a FOUND 1/2-inch Rebar with Yellow Plastic Cap stamped R.L.S. #25399;

Thence South 89 Degrees 45 Minutes 22 Seconds West, a distance of 165.49 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R. L.S. #49864;

Thence North 00 Degrees 18 Minutes 50 Seconds West, a distance of 330.20 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 89 Degrees 45 Minutes and 12 Seconds East, a distance of 165.44 feet to a FOUND 1/2-inch Rebar with Yellow Plastic Cap stamped R.L.S. #25399, marking the POINT OF BEGINNING.

Comprising an area of 1.254 Acres; 54,636 Square Feet, more or less.



Project #20-269  
August 31, 2020

LEGAL DESCRIPTION  
PARCEL "D"

A portion of the West half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, and more particularly described as follows:

Commencing at a 1/2-inch Rebar marking the Center quarter corner of said Section 34, from which a 3/4-inch Iron Pipe marking the North quarter corner of said Section 34 bears South 89 Degrees 45 Minutes 02 Seconds West, a distance of 2646.18 feet, and from which a 3/4-inch Iron Pipe marking the South quarter corner of said Section 34 bears South 00 Degrees 20 Minutes 25 Seconds East, a distance of 2641.78 feet. Thence South 89 Degrees 45 Minutes 02 Seconds West along the North boundary of the Southwest quarter of said Section 34, a distance of 496.16 feet to a 60D Nail Thence South 00 Degrees 18 Minutes 50 Seconds East leaving the North boundary of the Southwest quarter of said Section 34, a distance of 330.20 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the POINT OF BEGINNING;

Thence continuing South 00 Degrees 18 Minutes 50 Seconds East, a distance of 330.20 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 Degrees 45 Minutes 22 Seconds West, a distance of 165.49 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864,

Thence North 00 Degrees 18 Minutes 18 Seconds West, a distance of 330.19 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864,

Thence North 89 Degrees 45 Minutes 12 Seconds East, a distance of 165.44 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the POINT OF BEGINNING.

Comprising an area of 1.254 Acres, 54,634 Square Feet, more or less.



LEGAL DESCRIPTION

A Portion of the East half of the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a 3/4-inch Iron Pipe marking the West quarter corner of said Section 34, from which a 1/2-inch Rebar marking the Center corner of said Section 34 bears North 89 Degrees 45 Minutes 02 Seconds East, a distance of 2646.18 feet, and from which a 3-inch Aluminum Cap, marking the Southwest quarter corner of said Section 34, bears South 00 Degrees 11 Minutes 57 Seconds East, a distance of 2640.75 feet. Thence North 89 Degrees 45 Minutes 02 Seconds East along the North boundary of the Southwest quarter of said Section 34, a distance of 992.32 feet to a 1/2-inch Rebar affixed with tag "ACCEPTED BY" R.L.S. #49864, marking the **POINT OF BEGINNING**;

Thence continuing North 89 Degrees 45 minutes 02 Seconds East along the North boundary of said Section 34, a distance of 330.77 feet to a FOUND 1/2-inch Rebar with tag stamped "ACCEPTED BY" R. L.S. #49864;

Thence South 00 Degrees 16 Minutes 11 Seconds East, a distance of 165.08 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 Degrees 45 Minutes 07 Seconds West, a distance of 330.82 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 Degrees 15 Minutes 07 Seconds West, a distance of 165.07 feet to a 1/2-inch Rebar affixed with tag "ACCEPTED BY" R.L.S. #49864, marking the **POINT OF BEGINNING**.

Comprising an area of 1.254 Acres; 54,606 Square Feet, more or less.



Exhibit A

Part of Parcel "A" of Book 20 of Surveys, Page 152 (Minor Land Division #06-0427) located within the Southeast quarter of Section 34, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the South quarter corner of said Section 34, being a 3/4 inch Iron Pipe, from which the center quarter corner of said Section 34, being a 1/2 inch rebar, bears North 00 degrees 20 minutes 28 seconds West, a distance of 2641.74 feet, and from which a witness corner to the Southeast corner of said Section 34, bears North 89 degrees 43 minutes 21 seconds East, a distance of 2630.06 feet;

thence along the South boundary of the Southeast quarter of said Section 34, North 89 degrees 43 minutes 21 seconds East, a distance of 662.85 feet to a calculated point;

thence leaving the South boundary of the Southeast quarter of said Section 34, North 00 degrees 18 minutes 43 seconds West, a distance of 330.18 feet to a 2 inch aluminum cap stamped R.L.S. #37512, marking the Southwest corner of said Parcel "A", and being the TRUE POINT OF BEGINNING;

thence continuing North 00 degrees 18 minutes 43 seconds West along the West boundary of said Parcel "A", a distance of 330.17 feet to the Northwest corner of said Parcel "A", being a 1/2 rebar with tag stamped R.L.S. #17278, marking the Northwest corner;

thence along the North boundary of said Parcel "A", North 89 degrees 43 minutes 49 seconds East, a distance of 165.80 feet to a 5/8 inch rebar with tag stamped R.L.S. #64347, marking the Northeast corner;

thence leaving the said North boundary of Parcel "A", South 00 degrees 18 minutes 17 seconds East, a distance of 330.16 feet to a point on the South boundary of said Parcel "A", being a 5/8 inch rebar with tag stamped R.L.S. #64347, marking the Southeast;

thence along the said South boundary of said Parcel "A", South 89 degrees 43 minutes 35 seconds West, a distance of 165.75 feet to a 2 inch aluminum cap stamped R.L.S. #37512, marking the Southwest corner and being the TRUE POINT OF BEGINNING.

## Exhibit A

Part of Parcel "A" of Book 20 of Surveys, Page 152 (Minor Land Division #06-0427) located within the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona and more particularly described as follows:

Commencing at the South quarter corner of said Section 34, being a 3/4 inch iron pipe, from which the Center quarter corner of said Section 34, being a 1/2 inch rebar, bears North 00 degrees 20 minutes 28 seconds West, a distance of 2641.74 feet, and from which a witness corner to the Southeast corner of said Section 34, bears North 89 degrees 43 minutes 21 seconds East, a distance of 2630.06 feet;

Thence along the South boundary of the Southeast quarter of said Section 34, North 89 degrees 43 minutes 21 seconds East, a distance of 662.85 feet to a calculated point;

Thence leaving the South boundary of the Southeast quarter of said Section 34, North 00 degrees 18 minutes 43 seconds West, a distance of 330.18 feet to a 2 inch Aluminum Cap stamped R.L.S. #37512, marking the Southwest corner of said Parcel "A";

Thence along the South boundary of said Parcel "A", North 89 degrees 43 minutes 35 seconds East, a distance of 165.75 feet to a 5/8 inch stamped R.L.S. #64347, being the True Point of Beginning of Parcel "2";

Thence Leaving the said South boundary of Parcel "A", North 00 degrees 18 minutes 17 seconds West, a distance of 330.16 feet to a point on the North boundary of said Parcel "A", being a 5/8 inch rebar stamped R.L.S. #64347, marking the Northwest corner of Parcel "2";

Thence along the said North boundary of Parcel "A", North 89 degrees 43 minutes 49 seconds East, a distance of 165.80 feet to the Northeast corner of said Parcel "A", being a 2 inch Aluminum Cap stamped R.L.S. #37512, marking the Northeast corner of Parcel "2";

Thence leaving the said North boundary of Parcel "A", South 00 degrees 17 minutes 51 Seconds East along the East boundary of said Parcel "A", a distance of 330.15 feet to the Southeast corner of said Parcel "A", being a 2 inch Aluminum Cap stamped R.L.S. #37512, marking the Southeast corner of Parcel "2";

Thence leaving the said East boundary of said Parcel "A", South 89 degrees 43 minutes 35 seconds West along the said South boundary of Parcel "A", a distance of 165.75 feet to a 5/8 inch rebar with tag stamped R.L.S. #64347, marking the Southwest corner of said Parcel "2", and the True Point of Beginning.



Legal Description  
 Combo/Minor Land Division  
 Project #210016a  
 Page 1 of 1

NS



**LEGAL DESCRIPTION  
 PARCEL "A"**

The East half of the South half of the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows;

COMMENCING at a 4" Pinal County Brass cap marking the Southeast corner of Section 34, from which a General Land Office Brass Cap marking the East quarter corner of Section 34 bears North 00°05'00" East, a distance of 2640.29 feet; THENCE from said Southeast corner, North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 1491.41 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;

THENCE Continuing North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 165.71 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

THENCE North 00°00'30" East, a distance of 330.14 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

THENCE South 89°58'08" East, a distance of 165.76 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

THENCE South 00°00'58" West, a distance of 330.13 to THE POINT OF BEGINNING.

Comprising an area of 1.256 Acres.

Subject to any existing easements.





Legal Description  
Combo/Minor Land Division  
Project #210016a  
Page 1 of 1

NS



**LEGAL DESCRIPTION  
PARCEL "B"**

The West half of the South half of the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows;

COMMENCING at a 4" Pinal County Brass cap marking the Southeast corner of Section 34, from which a General Land Office Brass Cap marking the East quarter corner of Section 34 bears North 00°05'00" East, a distance of 2640.29 feet; THENCE from said Southeast corner, North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 1325.70 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking an East 1/16<sup>th</sup> corner of Section 34 and the Southeast corner of Subject Parcel and THE POINT OF BEGINNING;

THENCE Continuing North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 165.71 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

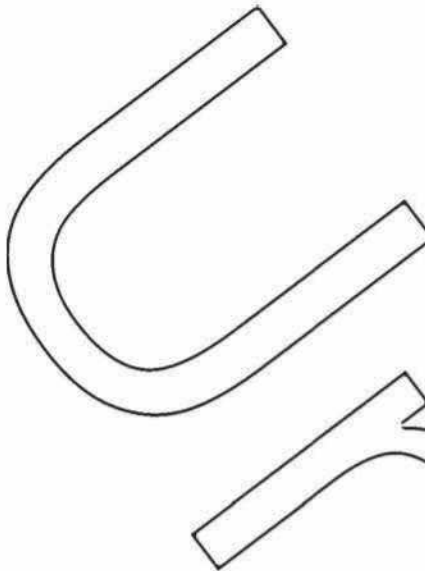
THENCE North 00°00'58" East, a distance of 330.13 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

THENCE South 89°58'08" East, a distance of 165.76 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

THENCE South 00°01'25" West, a distance of 330.12 to THE POINT OF BEGINNING.

Comprising an area of 1.256 Acres.

Subject to any existing easements.



Legal Description  
Combo/Minor Land Division  
Project #210016a  
Page 1 of 1  
NS



**LEGAL DESCRIPTION  
PARCEL "C"**

The West half of the South half of the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a 4" Pinal County Brass cap marking the Southeast corner of Section 34, from which a General Land Office Brass Cap marking the East quarter corner of Section 34 bears North 00°05'00" East, a distance of 2640.29 feet; THENCE from said Southeast corner, North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 1491.41 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southeast corner of Subject Parcel and THE POINT OF BEGINNING.

THENCE Continuing North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 165.71 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

THENCE North 00°00'30" East, a distance of 330.14 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

THENCE South 89°58'08" East, a distance of 165.76 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

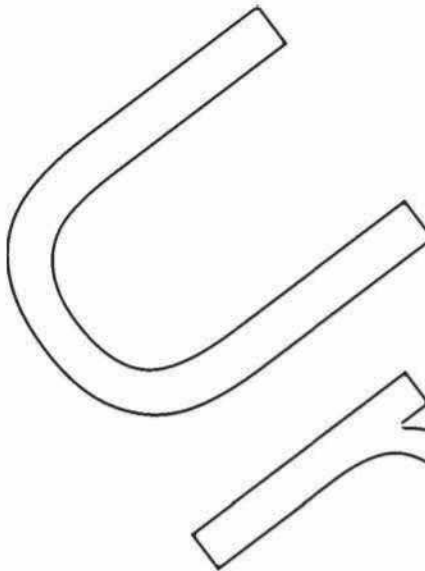
THENCE South 00°00'58" West, a distance of 330.13 to THE POINT OF BEGINNING.

Comprising an area of 1.256 Acres.

Subject to any existing easements.







Legal Description  
Combo/Minor Land Division  
Project #210016a  
Page 1 of 1  
NS



**LEGAL DESCRIPTION  
PARCEL "D"**

The East half of the South half of the East half of the Southeast quarter of the Southwest quarter of the Southeast quarter of Section 34, Township 5 South, Range 10 East, of the Gila and Salt River Meridian, Pinal County, Arizona.

More particularly described as follows:

COMMENCING at a 4" Pinal County Brass cap marking the Southeast corner of Section 34, from which a General Land Office Brass Cap marking the East quarter corner of Section 34 bears North 00°05'00" East, a distance of 2640.29 feet; THENCE from said Southeast corner, North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 1325.70 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking an East 1/16<sup>th</sup> corner of Section 34 and the Southeast corner of Subject Parcel and THE POINT OF BEGINNING.

THENCE Continuing North 89°58'21" West along the South line of the Southeast quarter of Section 34, a distance of 165.71 feet to a point (monumented 33 feet North by a 5/8" Rebar with an Aluminum Cap RLS #37512) marking the Southwest corner of Subject Parcel;

THENCE North 00°00'58" East, a distance of 330.13 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northwest corner of Subject Parcel;

THENCE South 89°58'08" East, a distance of 165.76 feet to a 5/8" Rebar with an Aluminum Cap RLS #37512 marking the Northeast corner of Subject Parcel;

THENCE South 00°01'25" West, a distance of 330.12 to THE POINT OF BEGINNING.

Comprising an area of 1.256 Acres.

Subject to any existing easements.



APN 206200210

206 20 0210

( ( ) )  
PRT OF NW OF SEC 33-5S-10E BEG AT INTERSEC OF N-LINE OF NW WITH THE NE R/W  
LINE OF HWY 80-89 TH E-250' TH S-38 DEG E-42.43' TO PT ON S BNDRY OF CACTUS  
FOREST RD AKA POB TH CONT S-38 DEG E-125.04' TH S-51 DEG W-194.44' TO PT ON HWY  
TH N-38 DEG W ALNG HWY 282.27' TH E-250' TO POB EXC A PORT TO ADOT IN  
#2004-0423206 20 011012 CONTAINING .33 AC.:5

---

## Exhibit A

A portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office Brass cap marking the Northeast corner of said Section 33, from which a 1/2-inch rebar in concrete marking the North quarter corner of said Section 33 bears South 89 degrees 41 minutes 23 seconds West, a distance of 2637.67 feet, and from which a General Land Office Stem marking the East quarter corner of said Section 33 bears South 00 degrees 30 minutes 53 seconds East, a distance of 2639.46 feet;

THENCE South 89 degrees 41 minutes 23 seconds West along the North boundary of said Section 33, a distance of 659.42 feet;

THENCE South 00 degrees 26 minutes 24 seconds East, a distance of 659.71 feet to a found 2-inch aluminum cap stamped R.L.S. #17258, marking the sixty-fourth corner of said Section 33 and the POINT OF BEGINNING;

Thence North 89 degrees 42 minutes 11 seconds East, a distance of 330.14 feet to a found 2-inch aluminum cap stamped R.L.S. #17258;

THENCE South 00 degrees 28 minutes 39 seconds East, a distance of 164.95 feet to a set 5/8-inch rebar with 2-inch aluminum cap stamped R.L.S. #49864;

THENCE South 89 degrees 42 minutes 23 seconds West, a distance of 330.25 feet to a set 5/8-inch rebar with 2-inch aluminum cap stamped R.L.S. #49864;

THENCE North 00 degrees 26 minutes 24 seconds West, a distance of 164.93 feet to a found 2-inch Aluminum cap stamped R.L.S. #17258, marking the sixty-fourth corner and the POINT OF BEGINNING.

EXCEPT therefrom all coal and other mineral deposits as reserved in the Patent recorded in Book 51 of Deeds, Page 678.

Exhibit A

A portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at a General Land Office brass cap marking the Northeast corner of said Section 33, from which a 1/2 inch rebar in concrete, marking the North quarter corner of said Section 33 bears South 89 degrees 41 minutes 23 seconds West, a distance of 2,637.67 feet, and from which a General Land Office stem marking the East quarter corner of said Section 33 bears South 00 degrees 30 minutes 53 seconds East, a distance of 2,639.46 feet;

Thence South 89 degrees 41 minutes 23 seconds West, along the North boundary of said Section 3, a distance of 659.42 feet;

Thence South 00 degrees 26 minutes 24 seconds East, a distance of 824.64 feet to a set 5/8-inch rebar with 2-inch aluminum cap stamped R.L.S. #49864, marking the POINT OF BEGINNING;

Thence North 89 degrees 42 minutes 2 seconds East, a distance of 330.25 feet to a set 5/8-inch rebar with 2-inch aluminum cap stamped R.L.S. #49864;

Thence South 00 degrees 28 minutes 39 seconds East, a distance of 164.95 feet to a found 2-inch aluminum cap stamped R.L.S. #17258;

Thence South 89 degrees 42 minutes 35 seconds West, a distance of 330.35 feet to a found 1/2 inch rebar with tag stamped R.L.S. #49864;

Thence North 00 degrees 26 minutes 24 seconds West, a distance of 164.93 feet to a set 5/8-inch rebar with 2-inch aluminum tag stamped R.L.S. #498641, marking the POINT OF BEGINNING.

## Exhibit A

A portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office Brass Cap marking the Northeast corner of said Section 33, from which a 1/2 inch Rebar in concrete marking the North quarter corner of said Section 33 bears South 89 degrees 41 minutes 23 seconds West, a distance of 2637.67 feet, and from which a General Land Office Stem marking the East quarter corner of said Section 33 bears South 00 degrees 30 minutes 53 seconds East, a distance of 2639.46 feet;

Thence South 89 degrees 41 minutes 23 seconds West along the North boundary of said Section 33, a distance of 659.42 feet;

Thence South 00 degrees 26 minutes 24 seconds East, a distance of 989.57 feet to a FOUND 1/2 inch Rebar with tag stamped R.L.S. #49864, marking the Point of Beginning;

Thence North 89 degrees 42 minutes 35 seconds East, a distance of 330.35 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #17258;

Thence South 00 degrees 28 minutes 39 seconds East, a distance of 164.95 feet to a SET 5/8 inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 89 degrees 42 minutes 46 seconds West, a distance of 330.46 feet to a SET 5/8 inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence North 00 degrees 26 minutes 24 Seconds West, a distance of 164.93 feet to a FOUND 1/2 inch Rebar with tag stamped R.L.S. #49864, marking the Point of Beginning;

EXCEPT therefrom all coal, oil, gas and other mineral deposits as reserved in the Patent recorded in Book 51 of Deeds, Page 678, Official Records, Pinal County, Arizona.



**LEGAL DESCRIPTION**

A portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 33, Township 5-South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a General Land Office Brass Cap marking the Northeast corner of said Section 33, from which a 1/2-inch Rebar in concrete marking the North quarter corner of said Section 33 bears South 89 Degrees 41 Minutes 23 Seconds West, a distance of 2637.67 feet, and from which a General Land Office Stem marking the East quarter corner of said Section 33 bears South 00 Degrees 30 Minutes 53 Seconds East, a distance of 2639.46 feet. Thence South 89 Degrees 41 Minute .23 Seconds West along the North boundary of said Section 33, a distance of 659.42 feet. Thence South 00 Degrees 26 Minutes 24 Seconds East, a distance of 1154.50 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864, marking the POINT OF BEGINNING;

Thence North 8.9 Degrees 42 Minutes 46 Seconds East, a distance of 330.46 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864;

Thence South 00 Degrees 28 Minutes 39 Seconds East, a distance of 164.95 feet to a FOUND 2-inch Aluminum Cap stamped R.L.S. #17258;

Thence South 89 Degrees 42 Minutes 58 Seconds West along the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 330.57 feet to a FOUND 5/8-inch Rebar with tag stamped R.L.S. #49864;

Thence North 00 Degrees 26 Minutes 24 Seconds West leaving the South boundary of the Northeast quarter of the Northeast quarter of said Section 33, a distance of 164.93 feet to a SET 5/8-inch Rebar with 2-inch Aluminum Cap stamped R.L.S. #49864 marking the POINT OF BEGINNING.

Comprising an area of 1.25 Acres; 54,514 Square Feet, more or less.

# VICINITY MAP

FD 1/2" REBAR @ N/4 COR SEC 33/  
PER PINAL COUNTY TIES

**Cactus Forest Rd**

S 89°48'37" E  
2656.30

FD ADOT BRASS CAP  
IN HAND HOLE  
@ NW COR SEC 33

N 00°05'27" E  
2643.69

FD GLO BRASS CAP  
@ NE COR SEC 33

(Basis of Bearing)  
N 89°59'38" E  
1318.95

2637.91

2639.35

659.84

1319.08

N 00°03'43"

N 89°58'50" W  
1322.36

1319.68

S 00°12'36" E  
2639.47(R2)

2640.87

S 00°06'18" W

2651.43(R2)

2651.53

N 89°57'19" W

FD 1" GLO STEM  
@ E/4 COR SEC 31

2640.87

S 00°05'09" W

2641.17

S 00°05'09" W

2650.65

N 89°57'41" W

FD CAR AXLE @  
SE COR SEC 33

2650.65

N 89°57'41" W

FD 1/2" REBAR  
@ SW COR SEC 33

2659.39

N 89°58'51" W

FD 1/2" REBAR  
W/ PLASTIC CAP  
@ C/4 COR SEC 33

N 00°05'09" E  
2636.98

2636.87(R2)

ISR 79

2642.37

N 00°08'53" E

FD GLO BRASS CAP  
@ W/4 COR SEC 33

S 89°57'19" E  
2656.52

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

2642.37

N 00°08'53" E

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79

SEC 33

SEC 79



SCALE 1" = 1000'

**Bartlett Rd (Alignment)**

\*SECTION AND 1/4 CORNER MONUMENTS SHOWN  
HEREON WERE LOCATED BETWEEN JULY 1999  
AND JULY 2000

# LEGEND

1/256 COR

659.76

329.88

1/2

gate

**Survey No. 2021161**  
**Land Description – Parcel 1**

Parcel 1 as shown on the map of Minor Land Division #21-0186 in the records of Pinal County, Arizona, being a portion of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Meridian in Pinal County, Arizona, also being a portion of that tract described in Fee Number 2021-079656 in the records of said Pinal County, ("Parent Tract"), more particularly described as follows:

Commencing for a tie at a 1-1/2-inch diameter open pipe marking the southwest corner of said Parent Tract;  
thence, along the west line of said Parent Tract, North 00°01'08" West a distance of 164.86 feet to the True Point of Beginning of the herein-described tract;  
thence, continuing along said west line, North 00°01'08" West a distance of 165.11 feet to a yellow plastic cap on a 1/2-inch diameter iron rod marked "RLS 21773" marking the northwest corner of said Parent Tract;  
thence, along the north line of said Parent Tract, South 89°57'49" East a distance of 330.03 feet to a 1/2-inch diameter iron rod marking the northeast corner of said Parent Tract;  
thence, along the east line of said Parent Tract South 00°05'42" East a distance of 164.83 feet;  
thence, leaving said east line, South 89°59'15" West a distance of 330.24 feet to the True Point of Beginning, containing therein 1.250 acres, more or less.

REGISTERED LAND SURVEYOR  
CERTIFICATE NO.  
50405  
BENJAMIN A.  
YANEZ  
DATE SIGNED 11/17/2021  
ARIZONA, U.S.A.  
*Benjamin Yanez*

Benjamin Yanez

Exhibit A

The Northeast quarter of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 33, Township 5 South, Range 10 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

EXCEPT all the coal and other minerals as reserved by the United States of America in the Patent to said land.

WARRANTY DEED

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**EXHIBIT 16**

**NOTARIZED SIGNATURE  
ON BEHALF OF TONTO BASIN**

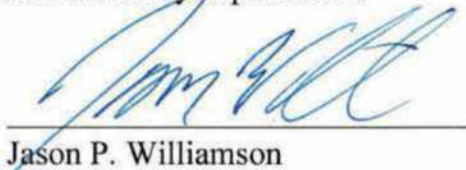


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**AFFIDAVIT OF JASON P. WILLIAMSON**

Jason P. Williamson, being duly sworn, deposes and says:

1. I am a resident of Denver County, Colorado, over 18 years of age, and make this affidavit based on my own personal knowledge.
2. I am President of Tonto Basin Water Co., Inc. ("Company").
3. The Application for orders (1) confirming that certain customers connected to the Company's Cactus Forest water system and receiving service are in the Certificate of Convenience and Necessity ("CC&N"), and (2) extending the Cactus Forest CC&N, to which this affidavit is attached, was prepared under my supervision.

  
\_\_\_\_\_  
Jason P. Williamson

SUBSCRIBED and sworn to before me this 13<sup>th</sup> day of December, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
March 22, 2025

Eric Andrew Jones  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20174010338  
MY COMMISSION EXPIRES 03/22/2025