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B-4682 P-858
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William R. Whittington, Esq.
BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS,
P.L.L.C.
125 North Granite Street
Prescott, Arizona 86301

**REVISED AMENDMENT NUMBER THREE
TO WATER PURCHASE AGREEMENT
(Revised for Recording)**

This Revised Amendment Number Three to Water Purchase Agreement ("Revised Amendment Number Three") is made and entered into as of the date last signed below, by and between ICR Water Users Association, Inc., an Arizona non-profit corporation ("ICR") and Aqua Meadows, LLC, an Arizona limited liability company ("Aqua Meadows").

RECITALS

WHEREAS, ICR and Pierce Properties Limited Partnership, an Arizona limited partnership ("Pierce"), are parties to that certain Water Purchase Agreement ("Original Agreement"), dated August 1, 1995 which was recorded in the Yavapai County Property Records on January 24, 2002 at Book Number 3895 and Page Number 877, that certain Amendment Number One to Water Purchase Agreement ("Amendment Number One"), dated July 24, 2001 which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, and that certain Amendment Number Two to Water Purchase Agreement ("Amendment Number Two"), dated April 6, 2004 which is attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

WHEREAS, the Original Agreement, Amendment Number One and Amendment Number Two relate to water rights on real property generally described as APN 300-28-090E and APN 300-28-139F ("Real Property"), owned by Pierce, who then sold the Real Property to Aqua Meadows; and

WHEREAS, pursuant to Section 9 of Amendment Number Two, Pierce assigned all its right, title and interest in the Original Agreement, Amendment Number One and Amendment Number Two to Aqua Meadows; and

WHEREAS, Sections 4, 5 & 6 of Amendment Number Two make various provisions concerning, among other things, the potential for dividing and conveying of the property known in Amendment Number Two as the East Property and the use of water by the Owners on such property; and



WHEREAS, the provisions of Sections 4, 5 & 6 of Amendment Number Two are no longer needed and Aqua Meadows and ICR desire to eliminate those provisions and make other amendments to the parties' agreements; and

WHEREAS, in paragraph 1 of the Original Agreement, Pierce granted ICR a 100 x 100 foot Water Site Easement as more particularly described in Exhibit C-1 to the Original Agreement and which was recorded in the Yavapai County Property Records on February 6, 2004 at Book 4117, Page 417 ("Original Water Site Easement") for the purpose of providing water utility service in certain areas of Yavapai County, Arizona; and

WHEREAS, Aqua Meadows has granted ICR an additional 100 x 30 foot easement that is contiguous to the 100 x 100 foot easement previously granted for similar purposes, both of which are identified on the Record of Survey #06-0243 attached hereto as **Exhibit "C"** and incorporated herein by this reference, and the 100 x 30 foot easement being more particularly described in the grant of Additional Water Site Easement attached hereto as **Exhibit "D"** and incorporated herein by this reference.

WHEREAS, ICR recently added "Inc." to the end of its corporate name by a filing of its First Amendment and Restatement of Articles of Incorporation with the Arizona Corporation Commission and wishes to make that addition to the parties agreements; and

WHEREAS, the parties have previously executed an Amendment Number Three to Water Purchase Agreement, but wish to execute a revised version to reflect the prior Amendments as well;

NOW, THEREFORE, the parties agree as follows:

1. Aqua Meadows hereby agrees that the Original Agreement, Amendment Number One and Amendment Number Two are amended to reflect that ICR's official corporate name is ICR Water Users Association, Inc. Except as otherwise provided for herein, all other terms and provisions of the Original Agreement, Amendment Number One and Amendment Number Two applicable to ICR Water Users Association shall apply with full force and effect to ICR Water Users Association, Inc.

2. Aqua Meadows and ICR hereby agree that Sections 4, 5 & 6 of Amendment Number Two are deleted in their entirety.

3. That subject to the same restrictions as apply to the Original Water Site Easement in Paragraph 1 of the Original Agreement, as amended from time to time, Aqua Meadows has granted ICR an additional 100 x 30 foot easement that is contiguous to the 100 x 100 foot easement previously granted, both of which are identified on the Record of Survey #06-0243 attached hereto as **Exhibit "C"** and incorporated herein by this reference, and the 100 x 30 foot easement being more particularly described in the grant of Additional Water Site Easement attached hereto as **Exhibit "D"** and incorporated herein by this reference. Aqua Meadows has already executed that Additional Water Site



EXHIBIT "A"

**AMENDMENT NUMBER ONE
TO WATER PURCHASE AGREEMENT**

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**AMENDMENT NUMBER ONE
TO WATER PURCHASE AGREEMENT**

This Amendment Number One to Water Purchase Agreement ("Amendment Number One") is made this 24 day of July, 2001, between ICR Water Users Association, an Arizona corporation ("ICR") and Pierce Properties, Ltd., an Arizona limited partnership ("Owner").

RECITALS

A. ICR and Owner are parties to a Water Purchase Agreement (the "Original Agreement") dated August 1, 1995, providing for, among other things, the wholesale sale of water, not to exceed 100,000,000 gallons per year, by Owner to ICR.

B. ICR has obtained a certificate of convenience and necessity (CC&N) from the Arizona Corporation Commission and is authorized to provide water utility service within such CC&N area. A map of the CC&N area is attached hereto as **Exhibit A**.

C. Under the Original Agreement, use of the water purchased from Owner is limited to use within the CC&N, as depicted in **Exhibit A** hereto.

D. ICR wishes to amend the Original Agreement to allow ICR to extend service to an additional area, commonly known as "Whispering Canyons." The area to which ICR wishes to extend service is depicted on **Exhibit B** hereto. In addition, ICR wishes to increase the maximum amount of water which can be purchased from Owner, to accommodate extending service to Whispering Canyons.

NOW, THEREFORE, ICR and Owner agree to amend the Original Agreement as follows:

1. In addition to the maximum amount of 100,000,000 gallons per year of wholesale water supply provided for in the Original Agreement, Owner agrees to sell, and ICR agrees to purchase, a wholesale water supply not to exceed 64,518,498 gallons per year (the "Additional Amount"), or such lesser amount as the Well may produce, for existing and future customers in ICR's currently existing CC&N, as depicted in **Exhibit A** hereto, and within the area depicted as Whispering Canyons on **Exhibit B** hereto. Such Additional Amount shall be subject to all other terms and conditions set forth in the Original Agreement.

2. ICR shall be prohibited from delivering or using the 100,000,000 gallons per year provided for in the Original Agreement, or the Additional Amount, in any area other than the current CC&N area depicted in **Exhibit A** hereto and Whispering Canyons, as depicted on **Exhibit B** hereto. Except as provided in paragraph 20(d) of the Original Agreement, ICR shall be prohibited from supplying water to any person or entity for any purpose, outside of the current CC&N area and Whispering Canyons.



3. Owner makes no warranties or representations as to:

- (a) whether this arrangement will meet the requirements of the Arizona Department of Water Resources for purposes of providing an adequate water supply for lands within ICR's CC&N or for Whispering Canyons;
- (b) the quantity and quality of water which may be available from ICR for service to the CC&N area or Whispering Canyons; or
- (c) whether the Well which is the subject of the Original Agreement has, or, in the future, will have, capacity to pump the amount of water contemplated by the Original Agreement and this Amendment Number One.

4. This Amendment Number One is subject to the conditions that, within the five years after the date of this Amendment Number One,

- (a) the Arizona Corporation Commission approves the expansion of ICR's CC&N to include Whispering Canyons, as depicted in Exhibit B hereto; and
- (b) if necessary, this Amendment Number One has been approved by the Arizona Corporation Commission.

If such expansion of the CC&N and any necessary approval of this Amendment Number One has not occurred within five years of the date of this Amendment Number One, this Amendment Number One shall automatically terminate and neither party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number One.

ICR Water Users Association,
an Arizona corporation

Pierce Properties, Ltd., an Arizona limited
Partnership

By [Signature]
Name: SMC CRANE
Title: President

By [Signature]
Name: C. MICHAEL PIERCE
Title: PTUA

COUNTY Yavapai

RANGE 3 West

U-2824 (1)



ICR Water Users Association



RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

TOWNSHIP 16 North

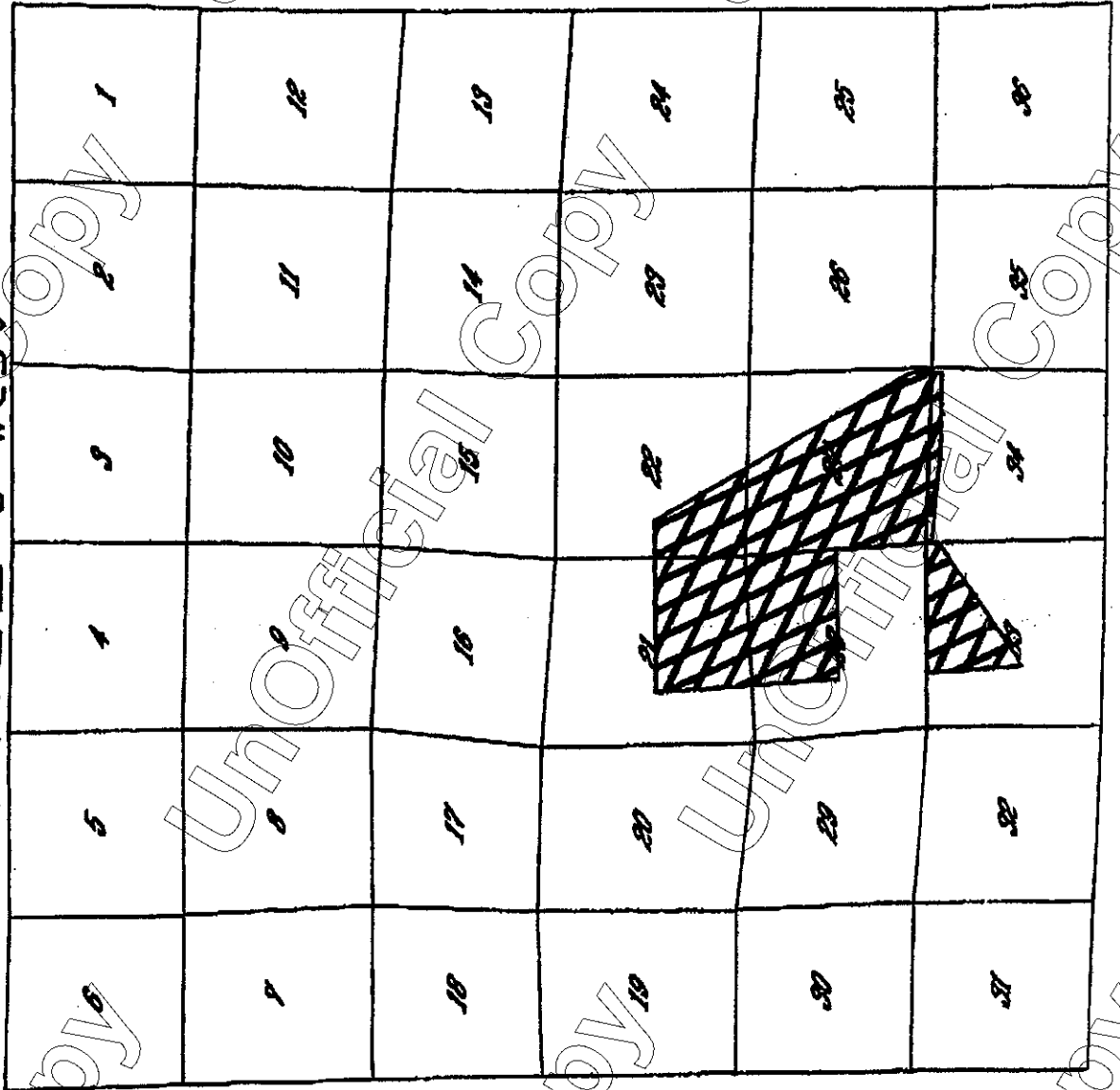


EXHIBIT A



EXHIBIT "B"

**AMENDMENT NUMBER TWO
TO WATER PURCHASE AGREEMENT**

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AMENDMENT NUMBER TWO
TO WATER PURCHASE AGREEMENT

This Amendment Number Two to Water Purchase Agreement ("Amendment Number Two") is made this 6th day of April, 2004, between ICR Water Users Association, an Arizona Corporation ("ICR"), and Pierce Properties Limited Partnership, an Arizona limited partnership ("Owner").

RECITALS

A. WHEREAS, ICR and Owner (the "Parties") are parties to that certain Water Purchase Agreement (the "Original Agreement"), dated August 1, 1995, and that certain Amendment Number One to Water Purchase Agreement ("Amendment Number One"), dated July 24, 2001. The Original Agreement, Amendment Number One, and this Amendment Number Two collectively are referred to as the "Agreement";

B. WHEREAS, Owner's legal name is incorrectly stated in the Original Agreement and Amendment Number One, and the Parties wish to correct the name;

C. WHEREAS, ICR has obtained a certificate of convenience and necessity ("CC&N") from the Arizona Corporation Commission and is authorized to provide water utility service within such CC&N area (a map of the CC&N area is attached hereto as Exhibit A);

D. WHEREAS, the area in which water withdrawn pursuant to the Agreement may be used is depicted in Exhibit B hereto;

E. WHEREAS, the Original Agreement provides for, among other things, the wholesale sale of water from a certain Well (the "First Well") identified in the Original Agreement by registration number B (15-2) 30 ADB, which registration number is incorrect. The Parties wish to correct the registration number of such First Well referenced in the Original Agreement;

B16-0-3-0-17308

F. WHEREAS, a second well, registration number 55-590550 (the "Second Well"), has been drilled on Owner's land with Owner's permission, and the Parties wish that such Second Well be added to the Agreement (the First Well and Second Well collectively are referred to herein as the "Wells");

G. WHEREAS, paragraph 5 of the Original Agreement provides, in part, as follows:

"This Agreement shall not: . . . (c) affect Owner's ability to use water which is withdrawn from Owner's land, either on or off Owner's land, for any purpose, in any quantity, by Owner or its successors; or (d) create any interest in Owner's property or impose any limitations on the rights of Owner or its successors to develop Owner's property."

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H. WHEREAS, paragraph 6 of the Original Agreement provides as follows:

"Owner reserves the rights: (a) to use the Well and well water for other purposes not inconsistent with this Agreement; and (b) to drill other wells in the vicinity of the Well, irrespective of any spacing requirements or other restrictions on the drilling of new or replacement wells."

I. WHEREAS, paragraph 20(d) of the Original Agreement provides as follows:

"If requested by Owner, ICR must have extended the CC&N of its water company to cover Owner's land in Sections 7, 8, 17 and 18, Township 16 north, Range 3 West, Salt River Base and Meridian, located east of the Atchison, Topeka and Santa Fe Railroad line ("Owner's East Property") and, if requested by Owner, must also have extended sewer service to Owner's East Property. Extension of the sewer (including expansions of the treatment plant) would be at Owner's expense, and sewer service would, at Owner's option, either (i) be provided under ICR's CC&N, or (ii) be provided by Owner, in which event ICR agrees to delete Owner's land from ICR's sewer CC&N at no cost or charge to Owner. If water service is to be provided by ICR to Owner's East Property, ICR will obtain the necessary regulatory approvals to expand the area within which it can serve water, and the parties will amend this Agreement to permit the purchase, sale and use of the additional water on Owner's East Property on the terms set forth herein and such other provisions as are consistent with and required by such expansion and increase. In that instance, ICR will provide at its sole cost all additional storage and transmission facilities necessary to extend water service onto the East Property and Owner will bear the cost of installing water facilities on the East Property."

The property defined as "Owner's East Property" in the Original Agreement shall herein be referred to as the "East Property."

J. WHEREAS, Owner anticipates that the East Property will be divided and conveyed from Owner to Steve Pierce and Mike Pierce, respectively. Owner also anticipates that before and/or after the conveyance of the East Property to Steve Pierce and Mike Pierce, all or part of the East Property may be conveyed from time to time to other persons or entities.

K. WHEREAS, The Parties wish to clarify how paragraphs 5, 6 and 20(d) of the Original Agreement will operate in the context of such conveyances.

RECORDED BY: LEGALITY
QUESTIONABLE FOR GOOD REPRODUCTION



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QUESTIONABLE FOR GOOD REPRODUCTION

L. WHEREAS, Owner intends to assign all of its right, title and interest in the Agreement and the Wells to Aqua Meadows, LLC, an Arizona limited liability company, and ICR is aware of and does not object to such assignment.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Owner's legal name is Pierce Properties Limited Partnership, and all terms and provisions of the Agreement applicable to Pierce Properties, Ltd., shall apply to Pierce Properties Limited Partnership with full force and effect.
2. The correct registration number of the First Well, which is identified in the Original Agreement and is the subject of the Agreement, is 55-542062.
3. Owner has consented to the construction of the Second Well on Owner's property, such Second Well is registered with the Arizona Department of Water Resources as number 55-590550. The Second Well shall be subject to the same terms and conditions under the Agreement as the First Well including, but not limited to, ICR bearing all expenses of any kind whatsoever in connection with the Second Well, well site, pumping equipment, and waterline including drilling, operating, and maintaining the Second Well, and installing, operating, and maintaining the pump and storage and transmission lines. Power lines to the pump and the Second Well, and all equipment used at the Second Well, including the pump, shall be placed underground.
4. If the East Property is divided and conveyed to Steve Pierce and Mike Pierce, respectively, the Parties acknowledge and agree as follows:
 - a. This Agreement shall not: (i) affect Steve Pierce's ability to use water which is withdrawn from the portion of the East Property conveyed to Steve Pierce, either on or off Steve Pierce's land, for any purpose, in any quantity, by Steve Pierce; or (ii) create any interest in Steve Pierce's property or impose any limitations on the rights of Steve Pierce or Steve Pierce's successors to develop Steve Pierce's property.
 - b. Steve Pierce has the rights: (i) to use the Wells and well water for other purposes not inconsistent with this Agreement; and (ii) to drill other wells in the vicinity of the Well, irrespective of any spacing requirements or other restrictions on the drilling of new or replacement wells.
 - c. This Agreement shall not: (i) affect Mike Pierce's ability to use water which is withdrawn from the portion of the East Property conveyed to Mike Pierce, either on or off Mike Pierce's land, for any purpose, in any quantity, by Mike Pierce; or (ii) create any interest in Mike Pierce's property or impose any limitations on the rights of Mike Pierce or Mike Pierce's successors to develop Mike Pierce's property.



- d. Mike Pierce has the rights: (i) to use the Wells and well water for other purposes not inconsistent with this Agreement; and (ii) to drill other wells in the vicinity of the Well, irrespective of any spacing requirements or other restrictions on the drilling of new or replacement wells.
- e. With respect to the exercise of Owner's rights under paragraphs 5 and 6 of the Original Agreement, and the exercise of the rights of Steve Pierce and Mike Pierce under this paragraph 4, ICR waives any claims relating to the drawdown of the aquifer or the impact on availability of water to ICR that ICR has or that may arise in the future as a result of the withdrawal of water from and the use of such water on or off of the East Property.
5. If the East Property is divided and conveyed to Steve Pierce and Mike Pierce, respectively, at the request of Steve Pierce, as to the portion of the East Property owned by Steve Pierce, and at the request of Mike Pierce, as to the portion of the East Property owned by Mike Pierce, Owner may exercise its rights under paragraph 20(d) of the Original Agreement for the benefit of the relevant portion of the East Property.
6. If all or portions of the East Property are conveyed to third parties by any of Owner, Steve Pierce or Mike Pierce, Owner may exercise its rights under paragraph 20(d) of the Original Agreement for the benefit of the relevant portion of the East Property.
7. With respect to the East Property, whether owned by Owner, Steve Pierce, Mike Pierce or other persons or entities, Owner's exercise from time to time of its rights under paragraph 20(d) of the Original Agreement shall be evidenced by one or more amendments to the Agreement, which amendment(s) shall contain language substantially similar to the following language:
- a. ICR shall extend the CC&N of its water company to provide domestic water service to the _____ Parcel depicted on Exhibit B hereto. Owner's partial exercise hereunder of its right to request an extension of ICR's CC&N of its water company pursuant to Section 20(d) of the Original Agreement shall in no way affect or reduce Owner's rights under said Section 20(d) as those rights pertain to the remainder of the East Property.
- b. Water pumped from the Wells and delivered to ICR under the Agreement shall be limited to use within ICR's certificated area as depicted on the map attached hereto as Exhibit A, as has been previously agreed to by Owner, and the _____ Parcel as depicted on Exhibit B hereto, and not in any expansions to the certificated area or the _____ Parcel or in areas contiguous to the certificated area or the _____ Parcel. Except as provided in paragraph 20(d) of the Original Agreement, ICR shall be prohibited from supplying water to any person or for any purpose outside of the certificated area depicted on Exhibit A hereto and outside of the area depicted as the _____ Parcel on Exhibit B hereto.

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- c. In addition to the maximum amount of 100,000,000 gallons per year of wholesale water supply provided for in the Original Agreement, and the 64,518,498 gallons per year of wholesale water supply provided for in Amendment Number One, [and _____ gallons per year of wholesale water supply provided for in Amendment Number _____] Owner agrees to sell, and ICR agrees to purchase, a wholesale water supply not to exceed [_____] [amount to be provided by Owner] (the "Additional Amount"), or such lesser amount as the Wells may produce, for existing and future customers in ICR's currently existing CC&N, as depicted on Exhibit A hereto, and within the area depicted as First Sale Parcel on Exhibit B hereto.
- d. Owner makes no warranties or representations as to:
- i. whether the rights granted under the Agreement will meet the requirements of the Arizona Department of Water Resources for purposes of providing an adequate water supply for lands within ICR's CC&N;
 - ii. the quantity and quality of water that may be available from ICR for service to the CC&N area; or
 - iii. whether the Wells have, or, in the future, will have, capacity to pump the amount of water contemplated by the Agreement.
- e. This Amendment Number _____ is subject to the condition that, within five (5) years after the date of this Amendment Number _____, the Arizona Corporation Commission approves the expansion of ICR's CC&N to include the _____ Parcel, as depicted on Exhibit B hereto. If such expansion of the CC&N has not occurred within five (5) years of the date of this Amendment Number _____, this Amendment Number _____ automatically shall terminate and neither of the Parties shall have any further rights or obligations hereunder.
8. The Parties acknowledge that sewer service is currently provided in the vicinity of the ICR CC&N by ICR Sanitary District, not ICR. To the extent a request for the extension of sewer service is made by Owner, Steve Pierce or Mike Pierce pursuant to paragraph 20(d) of the Original Agreement, ICR agrees to use its good faith efforts to cooperate and assist the requesting party, as such requests may be made from time to time, in obtaining an extension of sewer service from ICR Sanitary District to the portion of the East Property at issue.
9. ICR hereby consents to the conveyance and assignment by Owner of all of Owner's right, title and interest in this Agreement and the Wells to Aqua Meadows, LLC, and agrees that upon such conveyance and assignment, Aqua Meadows, LLC, shall step into the shoes of Owner for all purposes under this Agreement.
10. Except as provided for herein, the terms and conditions of the Original Agreement and Amendment Number One shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment
Number Two.

ICR Water Users Association,
an Arizona corporation

Pierce Properties Limited Partnership,
an Arizona limited partnership

By: S. McCrain

By: Stephen M. Pierce

Name: S. McCrain

Name: Stephen M. Pierce

Its: Manager - Board of Directors

Its: gen. partner

By: C. Michael Fickie

Name: C. Michael Fickie

Its: gen. partner

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Map No. 35



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Exhibit A

W-2504 (1)
Meadow Water Company

W-2324 (1)
Fox Water Users Association



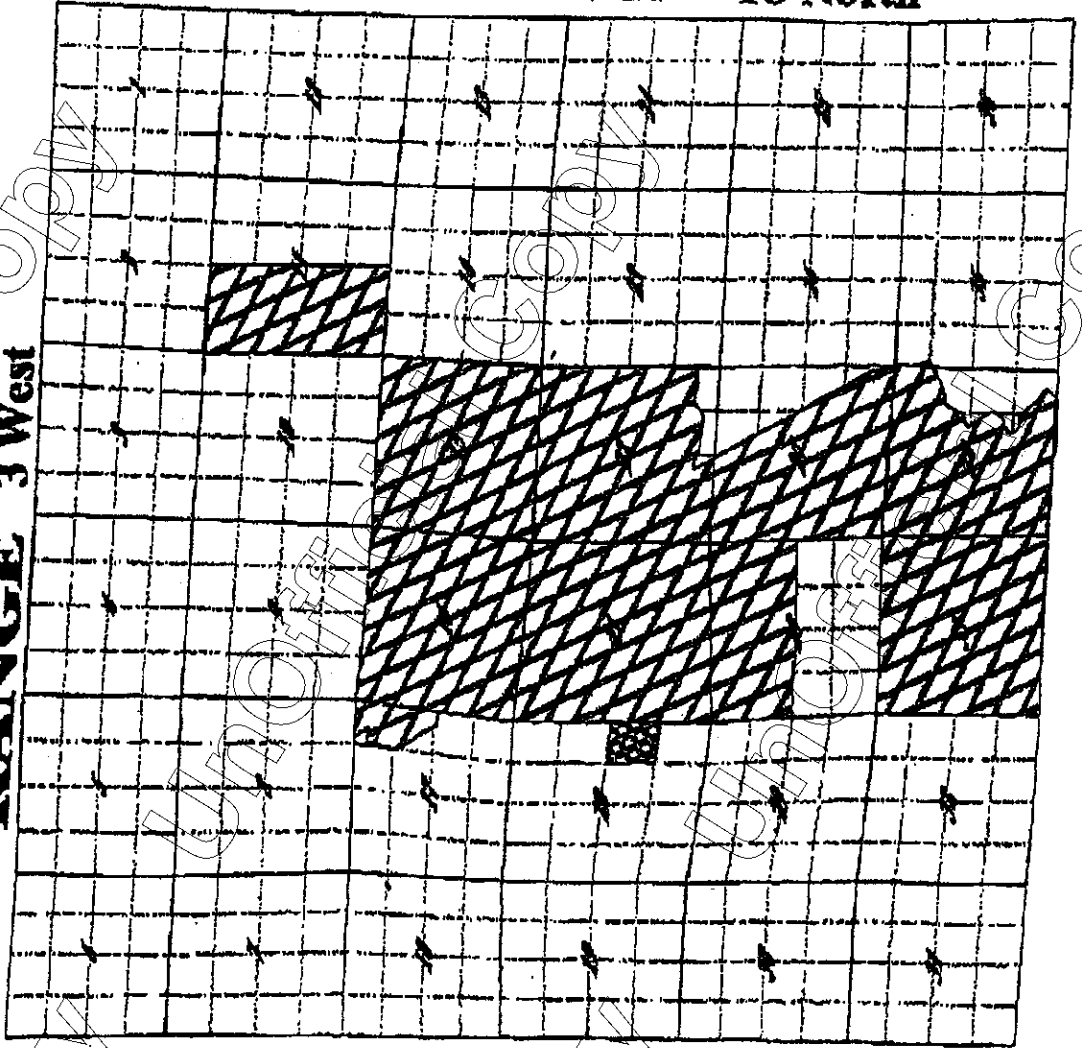
RECORDERS MEMO: LEGIBILITY
QUESTIONS FOR GOOD REPRODUCTION

TRACED BY 25 MAR 2003

TOWNSHIP 16 North

RANGE 3 West

COUNTY = Yavapai



COUNTY: Yavapai

Map No. 35



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AMND 4329665



U-2824 (D)
ICR Water Users Association

RECORDS MEMO: LEGIBILITY
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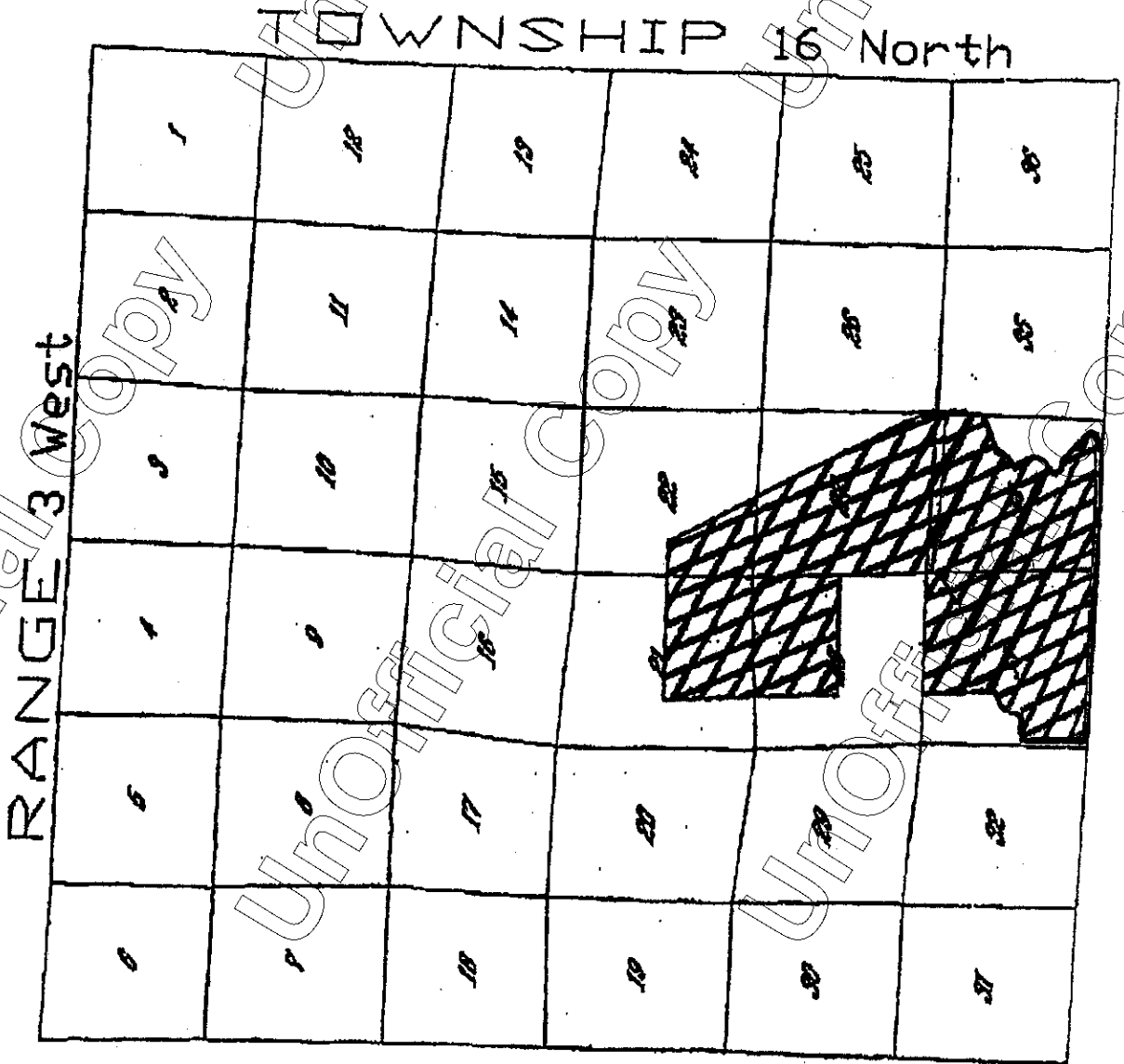


EXHIBIT B



EXHIBIT "C"

RECORD OF SURVEY # 06-0243

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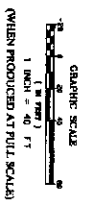
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BASED ON BEINGNESS
 THE BASIS OF BEINGNESS FOR THIS SURVEY IS HEREBY
 CERTIFIED AS BEING ACCURATE AND CORRECT
 BEYOND REASONABLE DOUBT AND THAT THE
 SURVEYOR HAS EXERCISED DUE CARE AND
 SKILL IN THE PERFORMANCE OF HIS
 DUTY AND THAT HE IS NOT AWARE OF ANY
 FACTS WHICH WOULD MAKE HIS SURVEY
 UNRELIABLE OR MISLEADING.



SURVEYOR'S NOTES

- 1) THIS SURVEY WAS PERFORMED BY MY ASSOCIATES IN AUGUST OF THE YEAR 2008. THE CREW WAS COMPOSED OF BRODY ROWLEY AND CHRIS THE INFORMATION OBTAINED IN THIS SURVEY.
- 2) THE PARCEL WAS NOT OCCUPIED AT THE TIME OF SURVEY.
- 3) ALL EASEMENTS MAY NOT BE SHOWN ON THIS DRAWING.
- 4) THE WORD CERTIFY AS SHOWN OR USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE SURVEYOR.
- 5) RECALCULATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSMISSIBLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 6) THE INTENT OF THIS SURVEY IS TO VERIFY THE BOUNDARIES OF THE REFERENCED PARCEL.
- 7) THE PROPERTY AS DESCRIBED HEREON REPORT THE CONVEYANCE IN WHICH IT EXIST IN THE FIELD. VARIATIONS HAS WERE FOUND.
- 8) THE FOLLOWING DOCUMENTS WERE USED IN THE PERFORMANCE OF THIS SURVEY A REFERENCE CAN BE MADE TO THESE DOCUMENTS FOR RECORD INFORMATION:
 BOOK 118 OF LAND SURVEYS PAGE 81
 BOOK 1351 OF DEEDS PAGE 357
 BOOK 2885 OF DEEDS PAGE 87
 BOOK 4268 OF DEEDS PAGE 145

SURVEYOR'S CERTIFICATE

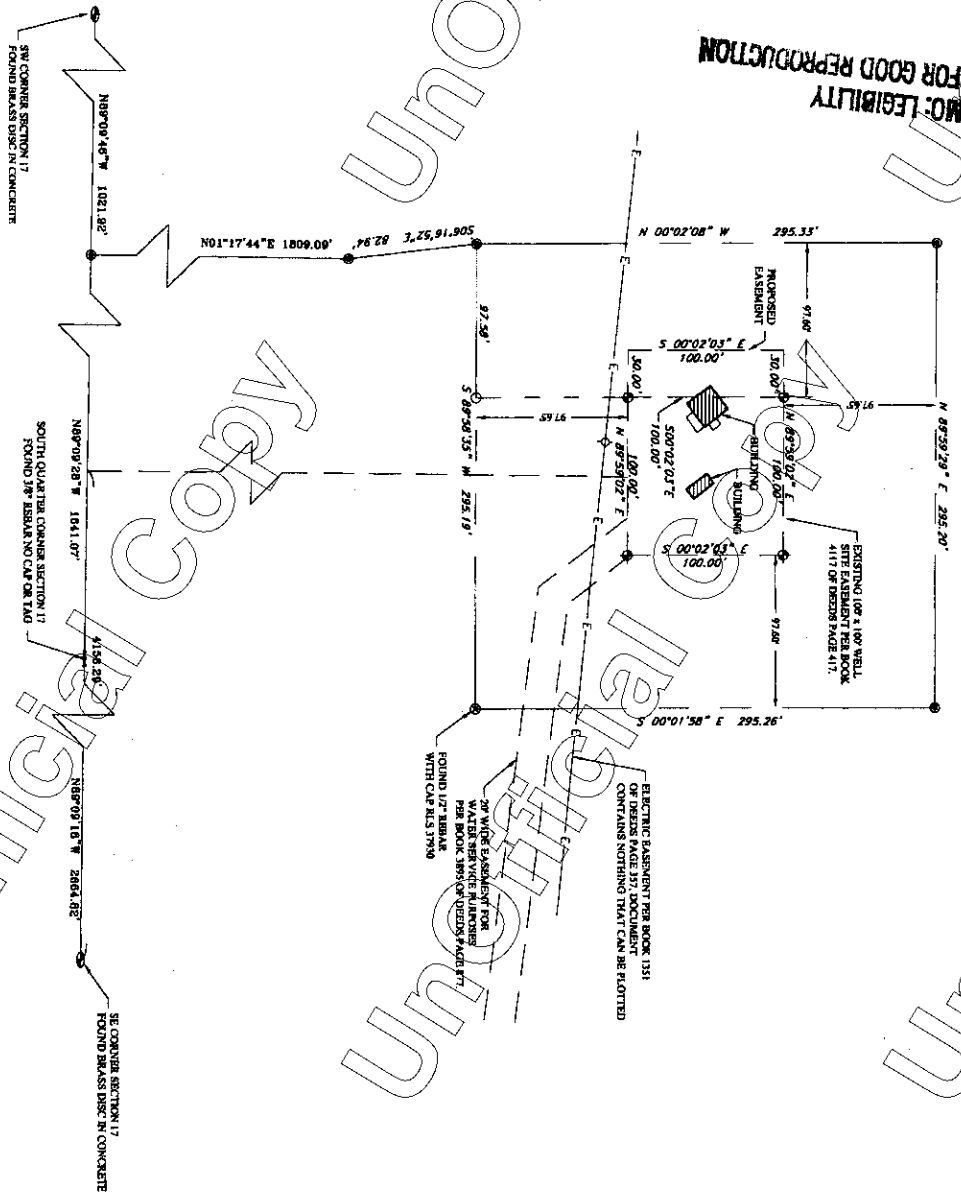
I, THOMAS A. LUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 3881 AS REFERENCED IN THE STATE OF ARIZONA. I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2004.



RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION

RECORD OF SURVEY

APN 300-28-139F
 AS RECORDED IN BOOK 118 OF LAND SURVEYS PAGE 81 Y.C.A.C. SITUATE IN SECTION 17, TOWNSHIP 16 NORTH, RANGE 3 WEST, OF THE GILA & SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



- LEGEND**
- FOUND 1/2" REBAR WITH CAP R.S. 3740
 - FOUND POINT AS NOTED
 - CALCULATED POINT, NOTHING FOUND OR SET
 - SET 1/2" REBAR WITH CAP R.S. 33861, OR AS NOTED
 - FOUND SECTION QUARTER CORNER
 - 3/8" REBAR WITH NO CAP OR TAG
 - FOUND SECTION CORNER, BRASS DISC, N CONCRETE
 - MEASURED DATA
 - RECONY DATA
 - (GAS-SEPARATION) RECONY DATA
 - EASEMENT LINE
 - GRABCEL LINE
 - CENTER LINE OF RIGHT-OF-WAY
 - FENCE LINE

4075669
 THIS HAS BEEN REVIEWED AND APPROVED BY
 THE LAND SURVEYOR, ARIZONA
 T. A. LUZZO
 3780 N. ROBERT ROAD STE 2
 PRESCOTT VALLEY, AZ 86314
 TEL (928) 775-9890 FAX (928) 775-9891

JOB # 08-0243 DATE 08-31-08 SCALE 1"=40' SHEET 1 OF ONE	 Land Surveying Inc. 3780 N. ROBERT ROAD STE 2 PRESCOTT VALLEY, AZ 86314 TEL (928) 775-9890 FAX (928) 775-9891	APN 300-28-139F SECTION 17, T16N, R3W, OF THE G&SRM, YAVAPAI COUNTY, ARIZONA	OWNER INFORMATION: AQUA MEADOWS HC 30 BOX 1025 PRESCOTT, AZ 86305	REVISIONS
		RECORD OF SURVEY APN 300-28-139F		REVISIONS



EXHIBIT "D"
ADDITIONAL WATER SITE EASEMENT

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William R. Whittington, Esq.
BOYLE, PECHARICH, CLINE
& WHITTINGTON, P.L.L.C.
125 North Granite Street
Prescott, Arizona 86301



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\$

ADDITIONAL WATER SITE EASEMENT

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)



ADDITIONAL WATER SITE EASEMENT

BE IT KNOWN TO ALL that Aqua Meadows, LLC, an Arizona limited liability company ("Grantor"), for One Dollar (\$1.00) and other valuable consideration, the sufficiency of which is hereby acknowledged, does hereby give and grant to ICR Water Users Association, Inc., an Arizona non-profit corporation, as Grantee, its successors and assigns, an easement for water service purposes upon the land hereinafter described, including among other things, the excavation, construction and installation of underground water lines, conduits and buildings for the transportation of water, and to so use, construct, maintain, service, repair and operate said water lines, conduits and buildings as the operation of Grantee's water system may require and for ingress and egress regarding the same. Said easement being 100 feet by 30 feet in size and the land upon which the same is located being described as follows:

THAT PORTION OF WELL SITE EXCEPTION, SITUATE IN SECTION 17, TOWNSHIP 16 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WELL SITE EXCEPTION, SAID POINT BEING A 1/2" REBAR WITH CAP RLS 37401; THENCE N.89°58'35"E. ALONG THE SOUTHERLY LINE OF WELL SITE EXCEPTION, A DISTANCE OF 97.58 FEET; THENCE N.00°01'25"W., A DISTANCE OF 97.65 FEET TO A 1/2"REBAR WITH CAP RLS 33861, SAID POINT THE TRUE POINT OF BEGINNING;

THENCE S.89°59'02"W., A DISTANCE OF 30.00 FEET;

THENCE N.00°02'03"W., A DISTANCE OF 100.00 FEET;

THENCE N.89°59'02"E., A DISTANCE OF 30.00 FEET TO A 1/2"REBAR WITH CAP RLS 33861;

THENCE S.00°02'03"E., A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 3,000 SQUARE FEET, OR 0.07 ACRES MORE OR LESS.

Grantee shall have and hold the above described rights and easement, together with all rights necessary to construct, operate and maintain the water lines, conduits and buildings over the right-of-way hereby granted to Grantee, its successors and assigns, in perpetuity, and the Grantee may assign the rights and easement herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easement shall be covenants running with the land and be binding upon Grantors, their heirs, legal representatives and successors in title.



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STATE OF ARIZONA)
) ss.
County of Yavapai)



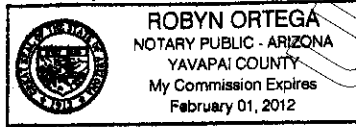
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The foregoing instrument was acknowledged before me this 1st day of April, 2009, by Hugh Pryor the President of ICR Water Users Association, Inc., an Arizona non-profit corporation.

Robyn Ortega
Notary Public

My Commission Expires:

2/1/2012



SEAL