

Recording Requested By:  
*ARIZONA WATER COMPANY*

When Recorded, Mail To:  
Arizona Water Company  
P.O. Box 29006  
Phoenix, Arizona 85038-9006

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**GRANT OF EASEMENT**

GILA COUNTY, an Arizona body politic, organized under the laws of the State of Arizona (hereinafter referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), a perpetual easement and the right to excavate for, install, operate, maintain, remove or replace one or more pipelines, including valves, hydrants, meters and other equipment and appurtenances, for the purpose of conveying water for domestic use, fire protection and irrigation, ingress and egress, or other purposes, and to use the same for such purposes, on that certain real property in the County of Gila, State of Arizona, described as follows:

An Easement over a parcel of land, said parcel being described in Fee 2007-015150, records of Gila County, Arizona and being situated within the Southwest quarter of Section 22, Township 1 North, Range 15 East, Gila and Salt River Base and Meridian, Gila County, Arizona, said easement being more particularly described as follows:

Commencing at a 4 inch brass cap marking the Southwest corner of said Section 22, from which point a ½ inch pipe marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22 bears North 88°12'23" East a distance of 1332.37 feet;

THENCE North 88°12'23" East a distance of 697.64 feet to a point on the easterly sideline of that easement described in Fee No. 2010-004416, records of said Gila County Recorder;

THENCE North along the easterly sideline of said easement a distance of 239.95 feet;

THENCE West a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

THENCE continuing West a distance of 3.00 feet;

THENCE North a distance of 19.14 feet to the southerly sideline of Russell Road (formerly known as Michigan Avenue);

THENCE North 89°50'07" West along said southerly sideline of Russell Road, a distance of 3.00 feet;

THENCE South a distance of 19.15 feet to the POINT OF BEGINNING.

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over this easement or over any facilities of Grantee; provided, however, that with Grantee's prior consent, Grantor may build over this easement after first paying to Grantee the cost of relocating the facilities and granting an alternative easement satisfactory to Grantee and without additional cost to Grantee.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress and egress to said real property, and free access to said pipelines, equipment and appurtenances for the purpose of maintaining, operating, removing or replacing same including the right to trim or remove any trees or shrubs that in Grantee's judgment interfere with the rights herein granted. Grantee agrees to use reasonable care to avoid damage to the property of Grantor in the exercise of this easement.

The individuals signing this Agreement warrant that they have read this Agreement, have the authority to execute this Agreement, and will furnish such evidence reasonably necessary to validate such authority upon request.

EXECUTED this 1 day of November, year of 2010.

(Corporate Seal)

By: Steve Stratton

By: \_\_\_\_\_

STATE OF Arizona )  
COUNTY OF Gila ) ss

This foregoing instrument was acknowledged before me this 1 day of November in the year 2010 by Steve Stratton and \_\_\_\_\_, of Gila County, a body politic.

My Commission Expires: 4-14-2011

Shannon Boyer  
Notary Public

JJW



**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS:

That Gila County, an Arizona Body Politic, in consideration of the sum of Ten Dollars (\$10.00), the right to refunds under the Agreement for Extension of Water Facilities Contract No. 3782 and W.A. No. 4-4728, and other good and valuable considerations, to it in hand paid by ARIZONA WATER COMPANY ("AWC"), an Arizona corporation, the receipt whereof is hereby acknowledged, does hereby grant, bargain, convey, transfer, assign and deliver unto AWC all of its right, title and interest in and to the following described property which was installed to provide water service to The Gila County Industrial Complex located in a portion of the NW ¼ SEC. 27 T. 1 N., R. 15 E., G&SRB&M, Gila County, Arizona:

- A. Approximately 1,023 l.f. of 8" ductile iron pipe and 1163 l.f. of 6" ductile iron pipe with polywrap and related fittings.
- B. One 3/4", Two 2", One 4" and Three 6" fire line services.
- C. Three fire hydrants.

Gila County and AWC agree that the following terms and conditions shall apply to this Bill of Sale and that they shall be true and correct as of the Date of Execution of this Bill of Sale:

- 1. Gila County is the lawful owner of said property, and has the right to sell it.
- 2. Said property is free and clear of all liens, encumbrances, and claims.
- 3. Said property is in good operating condition.

IN WITNESS WHEREOF, Gila County a, [type of company] has caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GILA COUNTY

By Steve Stratton  
Its Gila County Public Works Director

STATE OF ARIZONA     )  
County of Gila     ) ss.

On this the 1 day of November, 2010 before me, the undersigned Notary Public, personally appeared Steve Stratton who acknowledged himself to be the Public Works Director of Gila County an Arizona Body Politic, and that he, as such officer, being authorized so to do, executed the foregoing instrument, for the purpose therein contained, by signing the name of said corporation by himself as such officer.

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

Shannon Boyer  
Notary Public

My Commission Expires: 4-14-2011



**DEVELOPER'S AFFIDAVIT  
THAT ALL LIENS HAVE BEEN PAID**

State of Arizona            )  
  ) ss  
County of \_\_\_\_\_ )

Gila County, being duly sworn deposes and says:

1. I am Steve Stratton of Gila County, an Arizona Body Politic (hereinafter called "Developer").
2. Developer heretofore entered into an Agreement for Extension of Water Facilities with Arizona Water Company, an Arizona corporation (hereinafter called the "Company") to furnish materials, machinery and equipment and to perform labor necessary for the construction and installation of the facilities for the water distribution system for the Gila County Industrial Complex, as more specifically described in that certain Agreement for Extension of Water Facilities dated February 18, 2010, between Developer and the Company (hereinafter called the "Contract").
3. The Developer hereby certifies that all work, labor, materials, machinery and equipment furnished by Developer have been fully paid for by Developer and that there are no amounts unpaid in favor of any subcontractor or materialman or any other person furnishing labor and materials to Developer and utilized in the performance of the obligations of Developer under the Contract on the basis of which any mechanic's or materialman's lien has been or can be filed for work done in performance of the Contract.
4. Developer does hereby agree to indemnify and hold harmless the Company against any loss or damage which it may sustain by reason of placing or filing of liens against the facilities or the land upon which such facilities are installed pursuant to the Contract by subcontractors, laborers or materialmen, whether his own or those of subcontractors, whether such labors, services or materials were furnished by Developer or subcontractors or materialmen or employees of subcontractors.

Gila County

\_\_\_\_\_  
Steve Stratton

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public