



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

Recording Requested By:
ARIZONA WATER COMPANY

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

DATE/TIME: 07/18/06 0835
FEE: \$14.00
PAGES: 4
FEE NUMBER: 2006-100869

ABOVE SPACE RESERVED FOR COUNTY RECORDER

GRANT OF EASEMENT

FIDELITY NATIONAL TITLE AGENCY OF PINAL COUNTY, INC., an Arizona corporation organized under the laws of the State of Arizona, as trustee under Trust No. 8009, dated February 16, 2004 and recorded on February 17, 2004 in instrument No. 2004-010574, (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"), an exclusive and perpetual easement for a water storage tank, booster pump station 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 only, and no other use, on that certain real property in the County of Pinal, State of Arizona, described as follows:

Commencing at the South quarter corner of Section 29, Township 5 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona from which the Southwest corner of said Section 29 lies South 89 Degrees 41 Minutes 14 Seconds West, a distance of 2655.65 feet;

Thence South 89 Degrees 41 Minutes 14 Seconds West, coincident with the South line of said Section 29, a distance of 1038.04 feet to the Point Of Beginning;

Thence North 00 Degrees 18 Minutes 46 Seconds West, a distance of 330 feet;

Thence South 89 Degrees 41 Minutes 14 Seconds West, a distance of 300 feet;

Thence South 14 degrees 05 minutes 46 seconds West, a distance of 340.72 feet to a point on the South line of said Section 29;

Thence North 89 Degrees 41 Minutes 14 Seconds East, coincident with the South line of said Section 29, a distance of 384.78 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 agrees to hold Grantor harmless from all liability, claims, demands, damages, causes of action and costs of every kind or nature arising from or in connection with Grantee's exercise of its rights under this Grant of Easement.

GRANTEE agrees that it has no right to sublet or to grant access to any third party or parties at any time or for any purpose without the written authorization of GRANTOR.

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 tanks, 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.

GRANTEE agrees that GRANTOR and all future property owners and assigns within the various phases of the Las Montanas Subdivision shall as a minimum enjoy the benefits of and be entitled to the following four items in perpetuity and subject to the rules, requirements, and regulation of the Arizona Corporation Commission and Arizona Department of Environmental Quality:

1. Water storage tank(s), booster pump(s), related equipment and any off-site improvements as may be required shall be provided by GRANTEE so as to provide the required Maximum Day Demand plus Fire Flow at a minimum static pressure of 65 psi or better and a residual pressure of 45 psi under normal operating conditions.
2. The tank site and any booster pump site(s) shall be graded, paved, restored and landscaped so as to reduce the visibility of any equipment and/or buildings to the maximum extent possible today and in the future. The gated access will be designed in such a way as to be visually harmonized with the Signal Peak Mountain terrain. Any change to the existing design will be mutually agreeable to both parties. Said storage tank(s), booster pump(s) and related equipment are to be designed, approved and construction completed within approximately two years of the date of recordation of this document. GRANTEE agrees to provide domestic and fire flow adequate to allow development and construction to proceed during the interim period and during normal operating conditions Maximum Day plus Fire Flow will be provided at a minimum static pressure of 65 psi with a residual pressure of 45 psi.
3. GRANTEE agrees to maintain and secure the tank site, booster pump(s) and any access roads in perpetuity.
4. GRANTEE agrees to bear the full cost of providing and maintaining the above listed improvements for the enjoyment of the property owners within all phases of the Las Montanas subdivision.
5. The tank site design is and any future modifications will be in accordance with attached Exhibits A, B1, and B2.

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.

This document is null and void if not executed by all parties on or before July 31, 2006

EXECUTED this 10th day of July, year of 2006.

Fidelity National Title Agency of Pinal County, Inc.,
as Trustee under Trust No. 8009

By: Terry S. Hughes

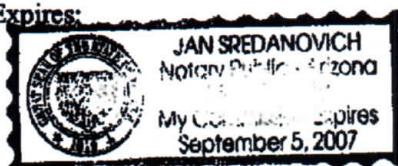
Its: Trust Officer

STATE OF Arizona

COUNTY OF Pinal ss

This foregoing instrument was acknowledged before me this 10th day of July in the year 2006 by Terry S. Hughes, as Trustee, on behalf of Trust No. 8009.

My Commission Expires:



Jan Sredanovich
Notary Public

ML/C&CS

ARIZONA WATER COMPANY

By: Michael Whitehead

Its: V.P. Engineering

STATE OF Arizona

COUNTY OF Pinal ss Maricopa

This foregoing instrument was acknowledged before me this 13 day of July in the year 2006 by Michael Whitehead, its Vice President - Engineering on behalf of Arizona Water Company.

My Commission Expires:



Katherine E. Dietrich
Notary Public

PROPOSED SIGNAL PEAK MOUNTAIN WATER STORAGE TANK

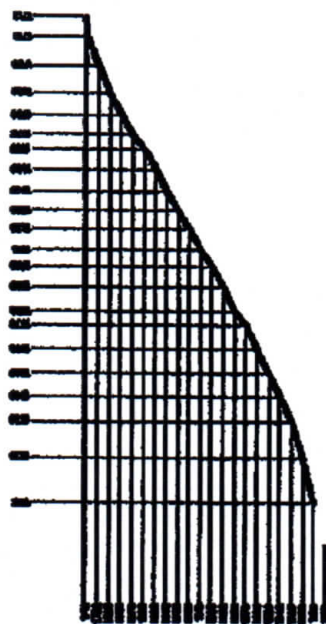
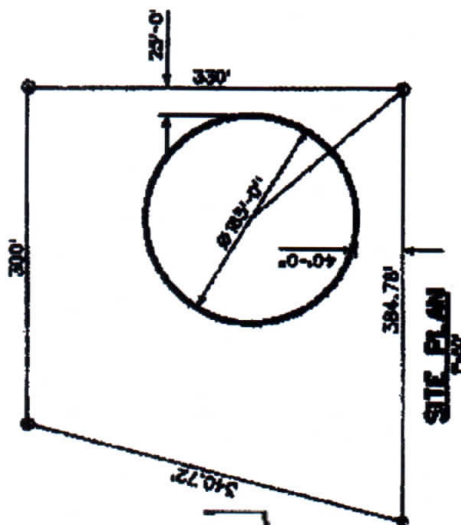
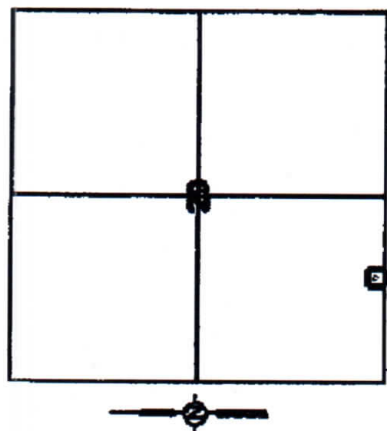
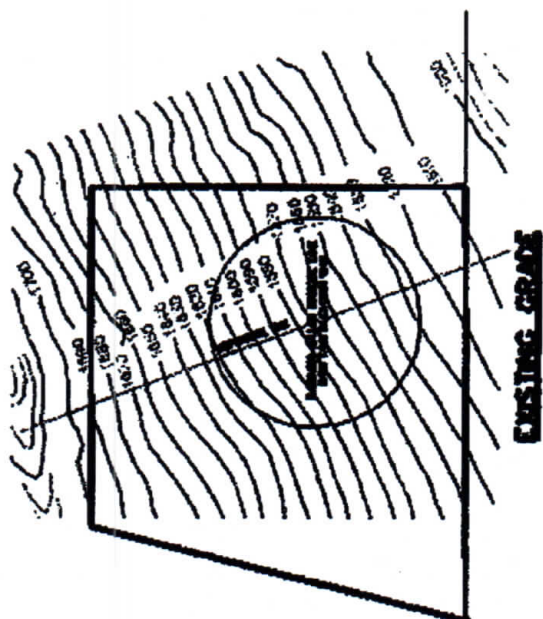
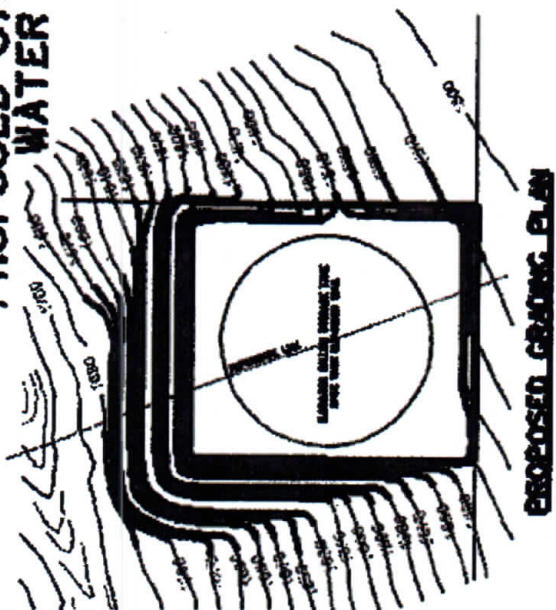


EXHIBIT 'A'

**PROPOSED SIGNAL PEAK MOUNTAIN
WATER STORAGE TANK**



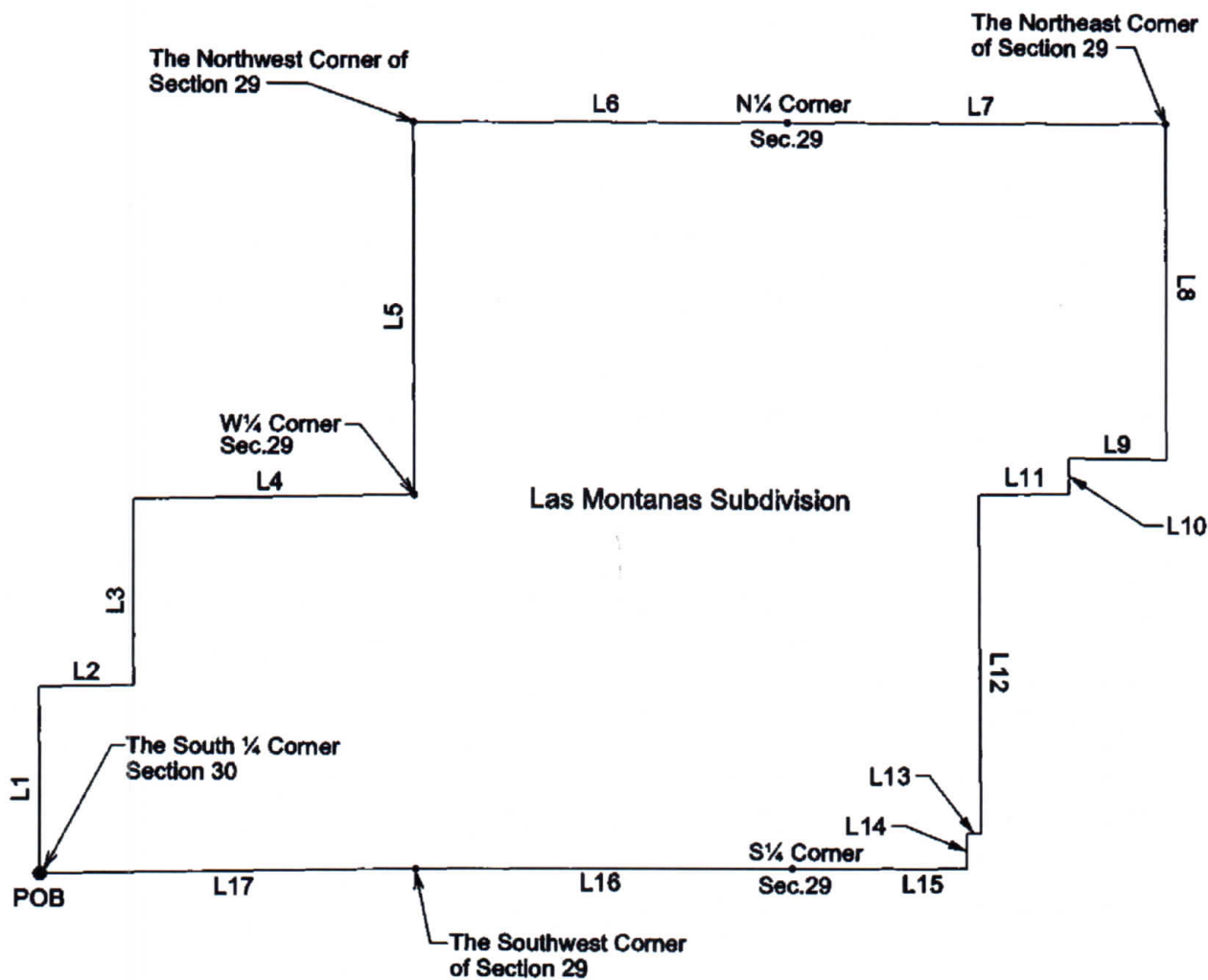
EXHIBIT 10-1

LOOKING NORTH
N73

PROPOSED SIGNAL PEAK MOUNTAIN WATER STORAGE TANK



LOOKING WEST
NTS



LINE TABLE

LINE	DISTANCE	BEARING
L1	1323.23'	N00°22'58"W
L2	681.55'	N88°58'30"E
L3	1324.10'	N00°24'21"W
L4	1983.05'	N88°53'50"E
L5	2651.78'	N00°28'53"W
L6	2645.73'	N89°49'00"E
L7	2679.03'	N89°49'10"E
L8	2390.87'	S00°19'29"E
L9	694.11'	N89°35'35"W
L10	252.04'	S00°04'57"E
L11	638.40'	S89°02'58"W
L12	2403.05'	S00°29'06"E
L13	100.00'	S89°44'18"W
L14	250.00'	S00°29'08"E
L15	1228.81'	S89°44'18"W
L16	2655.65'	S89°41'14"W
L17	2648.29'	S89°03'07"W

ARIZONA WATER COMPANY

DESCRIPTION:

MAP TO LAS MONTANAS SUBDIVISION

LOCATION: Portions of Sections 29 and 30, Township 5 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona

DATE: 02.09.2011

SCALE: 1"= 1200'

DRAWN BY: CB