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Global Water Resources, LLC
21410 N. 19th Avenue
Suite 201
Phoenix, Arizona 85027

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MARESA

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

THIS INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT (this "Agreement") is entered into as of May 20, 2008 between Global Water Resources, LLC, a Delaware limited liability company ("GWR" and "Coordinator") and 339th & I-10, LLC, an Arizona limited liability company ("Landowner").

RECITALS

A. Coordinator is engaged in the business of, among other things, acquiring and consolidating water and wastewater utilities, coordinating the provision of water, wastewater and reclaimed water services and providing services or benefits to landowners, such as: (i) developing master utility plans for services including natural gas, electricity, cable television, Internet, intranet, and telecommunications; (ii) providing coordination of construction services for water and wastewater treatment facilities, and (iii) providing financing for the provision of infrastructure in advance of growth.

B. Coordinator is the owner of Global Water, Inc. which directly or indirectly owns Water Utility of Greater Tonopah, Inc. ("WUGT") and Hassayampa Utility Company ("HUC") and provides equity for its subsidiaries' capital construction and improvements.

C. WUGT is an Arizona public service corporation and HUC is an Arizona public service corporation. WUGT and HUC have filed applications to expand their certificates of convenience and necessity ("CC&Ns") from the Arizona Corporation Commission ("ACC") to provide water, wastewater and reclaimed water plant and services (collectively "Utility Services") in a designated geographic area within the State of Arizona west of the Hassayampa River, more specifically the land as described in Recital D below.

D. Landowner is in the process of entitling certain real property, as more fully described on Exhibit A hereto (the "Land") and, in connection therewith, desires (i) to engage

Coordinator to guaranty that various services are provided including but not limited to arranging and coordinating for the Landowner the provision of water and wastewater utility services by WUGT and HUC with respect to the Land pursuant to the terms and conditions hereinafter set forth, and (ii) work with WUGT and HUC to include the Land in new CC&N service areas as necessary. Landowner may entitle and sell the land in multiple phases to entities for future development. Through Coordinator, Landowner has requested water and wastewater services from WUGT and HUC which have agreed to provide such services to Landowner. Will serve letters from WUGT and HUC for Landowner can be provided as requested and as provided for herein.

E. The parties acknowledge that the expansion of the CC&Ns may not be finalized until such time as the appropriate Arizona Department of Water Resources ("ADWR"), Arizona Department of Environmental Quality ("ADEQ") and Maricopa Association of Governments ("MAG") permits and approvals are in place.

F. The parties recognize and acknowledge that this Agreement is a financing and coordinating agreement only. The fees contemplated in this Agreement represent an approximation of the carrying costs associated with interest and capitalized interest associated with the financing of infrastructure for the benefit of the Landowner until such time as the rates associated from the provision of services within the areas to be served as contemplated by this agreement generate sufficient revenue to carry the ongoing carrying costs for this infrastructure. Nothing in this Agreement should be construed as a payment of principal, a contribution or advance to the utilities and will bear no repayment of any kind or nature in the future, unless otherwise agreed by the parties.

G. The parties recognize, acknowledge and agree that on February 9, 2007, the Landowner conveyed to Hassayampa Utility Company, Inc. a twenty-nine point one three (29.13) acre wastewater treatment site for a Water Reclamation Facility ("WRF"), as outlined in the MAG 208 document filed by HUC on May 8, 2006. The parties also recognize, acknowledge and agree that a Water Distribution Center ("WDC") will be constructed within the setback of the WRF. In the event HUC, WUGT and/or Coordinator fail to satisfy and/or meet any and all material CC&N conditions or other regulatory requirements, both the land for the WRF and WDC shall (following not less than one hundred and eighty (180) days notice and an opportunity to cure) revert to Landowner and HUC, WUGT and/or Coordinator shall deed such

land to Landowner. The parties recognize, acknowledge and agree that portions of or all of the WRF and WDC are located in the flood plain and that the Landowner is responsible to locate the facilities footprints outside the flood plain.

H. The Landowner acknowledges initial studies have been performed on the Land to identify if water exists in the aquifer below the Land. The study confirmed there was adequate water. The Landowner has not pursued or received an Analysis of Assured Water Supply from ADWR.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Obligations of Coordinator. Upon execution of this Agreement, Coordinator shall facilitate, arrange and/or coordinate with WUGT and HUC (collectively or independently referred to as "Utility" or "Utilities"), as necessary, to provide Utility Services to Landowner, including without limitation, obtaining all necessary permits and approvals from ACC, ADWR, ADEQ, MAG and Maricopa Count Environmental Services Department (MCESD) to expand the CC&Ns of WUGT and HUC to include the Land. Water and wastewater lines will be constructed by the Utility as generally shown on Exhibits "E" and "F". Pressurized reclaimed water lines will be constructed within the Land collectively (the "Delivery Point"). Landowner acknowledges and agrees that nothing in this Agreement is intended to prohibit Coordinator, its successors or assigns or their respective subsidiaries or affiliates from investing in or owning companies formed for purposes of providing any one or more of the utility services contemplated in this Agreement.

2. Coordination with WUGT and HUC. Coordinator shall cause Utilities to arrange and obtain the list of services on Exhibit D hereto for Landowner to be provided from WUGT and HUC, subject to obtaining the applicable regulatory approvals. Landowner or any successor to Landowner desiring the delivery of Utility Services to any portion of the Land must enter into separate Water Facilities Extension and Wastewater Facilities Extension Agreements (the "Extension Agreements") with WUGT and HUC respectively, at the time any portion of the Land has received final plat approval from Maricopa County ("Plat Approval"). Unless

otherwise agreed by the parties, the Extension Agreement shall be in the form attached hereto as Exhibits G and H, subject to the approval of the ACC.

3. Obligations of Landowner. Landowner agrees to cooperate with Coordinator as reasonably requested by Coordinator and agrees to provide all non-proprietary information and documentation about the Land reasonably necessary for Coordinator to comply with its obligations under this Agreement. The site plan for the property is attached hereto as Exhibit B and includes land not currently owned by Landowner.

3.1 In addition, Landowner agrees to grant to WUGT and HUC, those certain easements and rights of way for the construction and installation and subsequent operation, maintenance and repair of the Utility Services. Such easements and rights of way shall be of adequate size, location and configuration so as to allow WUGT and HUC ready and all weather access to all facilities for maintenance and repairs and other activities reasonably necessary to provide safe and reliable water and wastewater Utility Services.

3.2 Landowner acknowledges that the Land is not used for farming or raising of stock and no water rights run with or relate to the Land. To the extent the grandfathered irrigation rights do not exist or are not adequate to meet the irrigation needs of the development, including construction water and golf courses, water rights must be provided by the applicable Landowner to provide the quantity of water necessary to meet the needs of construction water and the following non-residential uses (unless supplied by A+ Reclaimed Water as defined by applicable regulatory agencies ("Recycled Water"): Turf-related facilities (as defined by ADWR in its applicable Management Plan), bodies of water (as defined by A.R.S. § 45-131), and golf course uses (the "Alternative Water Rights"). Such Alternative Water Rights may include Type 2 rights, long-term or annual storage credits and/or surface water rights and must be available until the Land is generating sufficient Recycled Water for those purposes. Upon request by Landowner, Coordinator shall cause WUGT to withdraw and serve water to Landowner pursuant to such Alternative Water Rights. Such service shall be at the standard WUGT tariff rates, except for construction water, the provision of which shall be negotiated by parties. Alternatively, Landowner, at their option, may withdraw and use water pursuant to such Alternative Water Rights to the full extent allowed by law, by use of their own water production and delivery infrastructure, and at their sole cost and expense.

3.3 Landowner acknowledges that there are no wells, tanks, pressurization structures, and other water appurtenances of any kind or nature on the Land. In addition, if WUGT identifies sites on the Land that WUGT, in its sole discretion, deems useful for WUGT to locate wells, Landowner shall cause such sites to be identified on the Plat Approval and dedicated to WUGT in fee, free of all liens, claims and encumbrances of any kind or nature whatsoever; provided that the well site location is not located within areas identified in the current or any approved preliminary plans as areas to be used for entrances, entry monumentation or public roadways.

3.4 Both parties acknowledge that until reclaimed water is available for the Land, groundwater from wells on the Land may be utilized.

3.5 Additionally, as referenced in section G above, the parties recognize, acknowledge and agree that on February 9, 2007, Landowner conveyed to Hassayampa Utility Company, Inc. a twenty nine point one three (29.13) acre wastewater treatment site for a WRF as outlined in the MAG 208 document filed by HUC on May 8, 2006. The parties also recognize, acknowledge and agree that a WDC will be constructed within the setback of the WRF. This site was deeded to Hassayampa Utility Company, Inc. on February 9, 2007 as identified on Exhibit I attached hereto. The parties recognize, acknowledge and agree that the WRF and WDC are located in the flood plain and that the Landowner is responsible to locate the plant footprints outside the flood plain.

3.6 In the event HUC, WUGT and/or Coordinator fail to satisfy and/or meet any and all material CC&N conditions or other regulatory requirements, both the land for the WRF and WDC shall (following not less than one hundred and eighty (180) days prior written notice and an opportunity to cure) revert to Landowner and HUC, WUGT and/or Coordinator shall deed such land to Landowner.

4. Recycled Water. Coordinator shall guarantee that HUC will construct, design, engineer, finance and operate the necessary recycled water treatment plant to achieve and produce Recycled Water. Both parties acknowledge and agree that until A+ Reclaimed Water is available for the Land, groundwater from wells constructed by WUGT on the Land may be

utilized for water service. Both parties further acknowledge that certain Arizona laws or the regulatory requirements of ADWR prohibit the use of groundwater for certain purposes.

(a) Coordinator shall guarantee that its subsidiaries will ensure Recycled Water to be available for purchase and use from HUC within the Land approximately equal to 90% of the amount of wastewater generated within the Land. The parties specifically understand and agree that the applicable HomeOwners Association ("HOA") shall be obligated to use Recycled Water in an amount commensurate with its demand. Any excess Recycled Water not purchased by Landowner or HOA within any month belongs to HUC for reuse, recharge and/or discharge as provided in section 4(b) below. The rates charged for Recycled Water will be pursuant to the ACC approved tariffs issued to HUC. At the date of this Agreement, the current tariff for Recycled Water is labeled as Effluent Sales and amounts to $400 per acre foot or $1.23 per 1,000 gallons.

(b) Coordinator believes in maximizing the use of Recycled Water (or "Reuse") to conserve groundwater and surface water. Coordinator believes it is more prudent to maximize Reuse prior to recharge, and to discharge Recycled Water only in the event of emergencies or when the season is wet and Reuse and recharge are not options. Consequently, Coordinator shall cause HUC and/or WUGT to recharge any excess Recycled Water related to wastewater service to the Land as appropriate and as determined by HUC and/or WUGT. Such recharge will occur through recharge wells or through retention basins that will replenish and offset groundwater withdrawals related to the provision of water utility service to the Land.

(c) Coordinator believes its subsidiaries should incrementally progress and implement Reuse of Recycled Water in the following priorities:

i. Irrigation of commercial and industrial landscaping and similar

exterior water uses, utilizing a pressurized delivery system delivering water directly to the end user's Recycled Water meter ("Recycled Water Stage 1").

ii. Irrigation of residential landscaping and similar exterior water uses, utilizing a pressurized delivery system delivering water directly to the end user's Recycled Water meter ("Recycled Water Stage 2").

iii. Dual plumbing commercial and industrial buildings to utilize Recycled Water under a pressurized delivery system for flushing toilets and urinals ("Recycled Water Stage 3"). This Agreement does not require the Landowner to use Recycled Water Stage3.

iv. Installation of hose bibs for commercial, industrial and residential exterior use, utilizing a pressurized delivery system delivering water directly to the end user's Recycled Water meter ("Recycled Water Stage 4"). This Agreement does not require the Landowner to use Recycled Water Stage 4.

v. Dual plumbing residential homes to utilize Recycled Water for flushing toilets, utilizing a pressurized delivery system delivering water directly to the end user's Recycled Water meter ("Recycled Water Stage 5"). This Agreement does not require the Landowner to use Recycled Water Stage 5.

(d) The parties acknowledge and agree that the Land will utilize Recycled Water as described above as Recycled Water Stages 1, and 2 in such order of priority and to the maximum extent practicable. WUGT and HUC are responsible, and Coordinator shall guarantee the quality and safety of all Recycled Water services provided, including delivery of Recycled Water to all end-users, and shall make all reasonable efforts to ensure that sufficient Recycled Water is available in quantities sufficient to satisfy the demand for Recycled Water in such order

of priority.

(e) For Recycled Water Stage 1, Coordinator shall guarantee that HUC will construct, design, operate, finance and pay for any and all necessary facilities for the storage and treatment of Recycled Water and a pressurized Recycled Water transmission and delivery system on the Land or off the Land, as necessary for delivery of Recycled Water to the corner of each commercial and industrial parcel ("Off-site Recycled Water Infrastructure"). Landowner or HOA is responsible for the purchase of Recycled Water meters and any distribution system and related infrastructure on the commercial or industrial lot connecting each meter to the Off-site Recycled Water Infrastructure. Once a meter is installed, Coordinator shall guarantee that HUC will be responsible for having adequate quantities of water available in a pressurized line to the meter and the end user shall be charged for the use of such water flowing through the meter at the Recycled Water (Effluent Sales) tariff rate even if part or all of such water is not Recycled Water.

(f) For Recycled Water Stage 2, Coordinator shall guarantee that HUC will construct, design, operate, finance and pay for any and all necessary facilities for the storage and treatment of Recycled Water and a pressurized Recycled Water transmission and delivery system on the Land or off the Land as necessary for delivery of Recycled Water to the boundary of each residential subdivision within the Land. The developer of each residential subdivision within the Land shall construct pressurized delivery lines within the subdivision to the lot line of each residential lot and a lateral to the place on the lot where a Recycled Water meter could be located (with such lines and laterals being the "On-site Subdivision Recycled Water Improvements"). The cost of the On-site Subdivision Recycled Water Improvements shall be paid by the developer thereof but only to the extent such cost does not exceed $1,000 per lot, with any cost

in excess of said $1,000 per lot to be paid by Coordinator or Coordinator shall guarantee that HUC will pay for such improvements. Once a recycled water meter is installed, Coordinator shall guarantee that HUC will have adequate quantities of water available in a pressurized line to the meter and the end user shall be charged for the use of such water flowing through the meter at the Recycled Water (Effluent Sales) tariff rate even if part or all of such water is not Recycled Water. Any cost borne other than by Coordinator and HUC shall be treated as part of the wastewater Extension Agreement, and shall be considered as an advance in aid of construction in accordance with the terms thereof.

(g) Subject to the availability of sufficient Recycled Water to satisfy existing and projected demand for Recycled Water under Recycled Water Stages 1, and 2, HUC may elect to provide Recycled Water service to any Landowner's project (including any HOA) consistent with Recycled Water Stages 3, 4 and 5. In such event, Coordinator shall guarantee that HUC will enter into agreements with the Landowner (including the HOA) that governs the provision of Recycled Water services to individual property owners, as may be necessary or appropriate. No Landowner or HOA, however, shall be obligated to accept such service or be required to enter into any such agreement.

(h) Notwithstanding anything in this Agreement to the contrary, Coordinator guarantees that WUGT and HUC will provide safe and reliable water and Recycled Water service on demand and tender of rates, in accordance with the requirements of the ACC and the then-current tariffs of WUGT and HUC approved by the ACC. In the event sufficient quantities of Recycled Water are not available to satisfy a particular customer's water use requirements, and consistent with Arizona law, Coordinator will guarantee that WUGT and HUC will ensure that water is available.

5. Assured Water Supply. WUGT is currently in the process of completing an application to obtain an assured water supply designation ("Designation") from ADWR to serve WUGT's service area. Landowner acknowledges and agrees to allow WUGT to pursue a Designation and will not file for a certificate of assured water supply ("Certificate") until ADWR has notified WUGT that a Designation cannot be issued. Landowner acknowledges that WUGT may enroll in the Central Arizona Groundwater Replenishment District ("CAGRD") as a member service area in order to obtain the Designation. Each withdrawal, pledge and transfer of groundwater, surface water or Recycled Water by Landower shall be conditioned upon the issuance of the order of designation to WUGT.

If the Designation is approved (WUGT becomes a "Designated Provider"), WUGT will have a Designated Provider water portfolio from which it may issue Notices of Intent to Serve subdivisions within its CC&N, or upon which subdivisions within its CC&N may rely for final plat approval.

If the Designation is not approved, Coordinator guarantees that WUGT will reasonably cooperate in the Certificate application process with Landowner. To demonstrate consistency with the management goal, Landowner may be required to enroll the subdivisions as member lands within CAGRD as part of the Certificate application process.

The applicable Landowner is responsible for the payment of the following fees due to CAGRD: (i) enrollment fees associated with a Certificate where the subdivision is enrolled as members lands in the CAGRD and (ii) all activation fees charged by CAGRD prior to obtaining an approved public report from Arizona Department of Real Estate (such activation fees being due whether the subdivision is enrolled as member lands in the CAGRD or is within the member service area of WUGT). Coordinator guarantees that WUGT shall be responsible

for any enrollment fee required for WUGT to obtain a Member Service Area Agreement from CAGRD and any fees associated with the application for Designation. In no event shall Coordinator or WUGT be responsible for any activation fee or any enrollment fee for member lands.

Water rights must be provided by the applicable Landowner to provide the quantity of water necessary to meet the needs of construction water and the following non-residential uses (unless supplied by Recycled Water): Turf-related facilities (as defined by ADWR in its applicable Management Plan), bodies of water (as defined by A.R.S. § 45-131), and golf course uses (the "Alternative Water Rights"). Such Alternative Water Rights may include Type 2 rights, long-term or annual storage credits and/or surface water rights and must be available until the Land is generating sufficient Recycled Water for those purposes. Upon request by Landowner, Coordinator shall cause WUGT to withdraw and serve water to Landowner pursuant to such Alternative Water Rights. Such service shall be at the standard WUGT tariff rates, except for construction water, the provision of which shall be negotiated by parties. Alternatively, Landowner, at their option, may withdraw and use water pursuant to such Alternative Water Rights to the full extent allowed by law, by use of their own water production and delivery infrastructure, and at their sole cost and expense.

6. Payment Obligations. Landowner, or its assigns in title and/or successors in title, shall pay Coordinator as a coordination, interest and financing fee as full and final compensation to the Coordinator in consideration for its services and performance of its covenants and agreements contained in the Agreement, the sum of $5,500.00 per Equivalent Dwelling Unit or (EDU) in the Development, in the amounts set forth below (the "Landowner Payment."), adjusted upward based on a CPI Factor, which is defined as the Consumer Price Index – United

States City Average – for All Urban Consumers. All Items published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), with the Index for the month that both water and wastewater CC&N applications are approved for the Land being treated as the base Index, plus two percent (2%). If the Index is discontinued or revised during the term of this letter, such other government index or computation with which it is replaced shall be utilized, and modified as necessary, to obtain substantially the same result as would be obtained if the Index had not been so discontinued or revised. For example, if the Landowner Payment was due in February 2009 and the most current available Index was 187.3 and the Index for January 2008 was 182.5, the Landowner Payment per EDU would be calculated as follows: $5,500 x 187.3/182.5 x 1.02 = $5,758. The number of EDUs within the Development shall be calculated as follows: (i) each single family residential EDU included in the plat approval shall constitute one (1) EDU. Commercial and Industrial rates are set forth in Section 6.2 below. Following the Plat approval, Landowner and Coordinator shall reconcile the amount paid by Landowner pursuant to the preceding sentence with the actual Landowner Payment and Landowner shall pay to Coordinator or Coordinator shall pay to Landowner, as the case may be, the amount necessary to reconcile such payment. The CPI factor is only applicable to that particular unpaid portion of the $5,500 per EDU base fee.

6.1 The following describes the timing of payments for residential EDUs contingent on the base year price of $5,500 per EDU. Until a plat approval is received, residential EDUs are assumed to be at 3.5 EDUs per acre. Any additional amounts due for the CPI Factor is paid as each phase receives final plat approval.

- Upon the execution of the ICFA the Landowner will pay $250,000.

Contemporaneously with the execution of this Agreement, the Agreement shall be recorded against the Land. Coordinator specifically acknowledges and agrees that this Agreement shall be released automatically against any and all portions of the Land for which the Developer Payment has been made in full by the respective Landowner under this Agreement. Upon satisfaction of such payment obligations, Coordinator acknowledges that this provision shall operate as a full and valid release of this Agreement as recorded against such parcels of Land without the need for any further documentation. Upon request by Landowner, however, Coordinator shall execute and provide a separate release agreement in a form acceptable to Landowner.This Agreement is and shall remain in second position subordinate to the primary lender for the Landowner, and shall be subordinate to future replacement lenders in order to remain in second position on the Land.

- Upon the successful approval of the MAG 208 plan amendment that includes the Land $125,000 will be due and payable by the Landowner to Coordinator;

- Upon issuance of the "Start Work Notice" ("SWN"), a description of which is set forth at Exhibit C attached hereto, at the commencement of construction, another $500.00 per EDU will be due and payable by the Landowner to Coordinator. Provided all necessary permits have been received by the Utilities, this notice will be delivered when the Landowner wants to begin the bidding process for the construction of the infrastructure;

- Upon issuance of SWN, $125,000 will be due and payable by the Landowner to Coordinator for the successful ACC approval of the WUGT and HUC CC&N;

- Upon issuance of SWN, an amount will be credited by Coordinator to Landowner for the purchase of WRF acreage. The amount allowed for credit is 50% of the

Landowner basis of the land or $582,600, which amount shall be credited to Landowner's obligations to pay the EDU costs.

- The balance of the $5,500 per EDU plus CPI Index will be due and payable at the time of final plat approval for each residential or multifamily lot and for site plan approval for commercial and industrial. The Coordinator will true up any discrepancy with respect to the actual number of EDUs at the last final plat for the Land against EDUs estimated at the time the Agreement is executed. Either the Coordinator will pay the Landowner or the Landowner will pay the Coordinator that difference contemporaneous with the final Landowner Payment as triggered by the final platted parcel(s) in the Development.

6.2 A factor is used to calculate the total EDU's due for any use other than residential. The factors for each general classification of commercial and industrial use are described below. The $5,500 per EDU plus the CPI Factor continues to apply and will be multiplied by the EDU Factor in order to calculate the amount due per building. This amount is due when the County approves the "Commercial or Industrial Site Plan". The Parties agree and acknowledge that certain permits and approvals must be in place prior to any construction.

An EDU Factor for commercial and light industrial property is calculated as follows:

Retail, including fast food and grocery stores - 1725 square feet per EDU
Office and Banks- 3500 square feet to the EDU
Light Industrial - 4175 square feet to the EDU
Public - 6600 square feet to the EDU

The numbers of EDU to be used per school is calculated as follows:

Elementary School - 50 EDU per school
Middle School – 100 EDU per school
High School – 200 EDU per school

An EDU for heavy industrial property will be calculated on a case by case basis with an EDU square feet to not fall below 3550 square feet, to compensate for the peak loading rate for both the flow volume and the biochemical oxygent demand (BOD) which is a representation of the wastewater strength.

An example of how to use the above calculations follows for a light industrial warehouse of 500,000 square feet:

- 500,000 SF divided by the Light Industrial Factor of 4175 SF per EDU or 119.9 EDU's are due for this 500,000 warehouse totaling $659,472 (119.9 x $5,500 plus CPI factor)

Fees payable to WUGT and HUC, and reimbursement for certain costs and expenses incurred by Landowner with respect to the obtaining of Utility Services are not the subject of this Agreement and shall be paid and reimbursed to the appropriate parties in accordance with the Extension Agreements.

6.3 Guaranteed Minimum Payment. The guaranteed minimum payment from the Landowner for Landowner Payment per year shall be due no later than twelve (12) months from when the WRF has reached substantial completion and remains payable annually until 1,500 EDU's have received final plat approval and the Landowner Payments have been paid in full to Coordinator. The guaranteed minimum payment that Landowner must pay per year is 200 EDU's annually for the unpaid portion of the $5,500 per EDU. All EDU payments made for industrial and commercial uses shall also be applied to minimum annual payment requirements and to the Landowner's guaranteed minimum payment obligation of 1500 EDUs. If any such payment is late or delinquent, Coordinator shall be entitled to interest at the rate of 12% per

annum accruing from the date such payment was due, and outstanding payments must be satisfied in full prior to the next phase of platting for the Land.

Coordinator acknowledges that Landowner intends to sell the land to other builders and developers who will make and assume the obligations for the Landowner Payments to Coordinator under this Agreement. To the extent Coordinator receives payments from such builders or developers for amounts already paid to Coordinator by Landowner, Coordinator shall refund such amounts to Landowner within 30 days following such sale to other builders and developers. Finally, to the extent sales in the first year exceed the minimum EDUs for the year and payments are made under this Agreement, such payments shall be credited against Landowner's guaranteed minimum payment obligation of 1,500 EDUs under this paragraph on a going forward basis.

7. Security. Landowner and Coordinator both agree that the Coordinator will receive a Deed of Trust and that the Coordinator's position as a second lien holder behind the primary lenders who hold first position in the property acts as security for the guaranteed minimum payment. As for additional security for the guaranteed minimum payment described in Section 6.3 above, at the time of the issuance of the SWN to Coordinator, security in the form of a letter of credit (the "Letter of Credit") in form and substance reasonably acceptable to Coordinator shall be provided to Coordinator in the amount of $1,100,000. The Letter of Credit shall be treated as a separate instrument to further insure Coordinator of one (1) full payment towards the guaranteed minimum payment should Landowner default in the timely payment of any scheduled guaranteed minimum payments pursuant to Section 6.3 above. The Letter of Credit in the full amount of $1,100,000 shall remain in place and shall only be returned for

cancellation at such time as the guaranteed minimum payment has been made as provided for herein with respect to not less than 1,500 EDUs.

8. Use and Sizing of Water and Reclaimed Water Distribution Mains and Sanitary Sewer Collection Mains. Coordinator, WUGT, and/or HUC, from time to time may, at its own discretion, decide to oversize certain water distribution mains and wastewater collection mains to service properties or planned developments not currently contemplated within the scope of this Land. Any and all cost of oversizing these lines will be at the sole cost of GWR, including any and all engineering or other costs incurred by Landowner as a result of such oversizing. Landowner understands and agrees that it must use and accept reclaimed water.

7. No Partnership. Coordinator is acting as an independent contractor pursuant to this Agreement. Nothing in this Agreement shall be interpreted or construed (i) to create an association, agency relationship, joint venture, or partnership among the parties or to impose any partnership obligation or liability upon either party, or (ii) to prohibit or limit the ability of Coordinator to enter into similar or identical agreements with other landowners, even if the activities of such landowners may be deemed to be in competition with the activities of Landowner.

9. Default.

(a) Landowner shall be deemed to be in material default under this Agreement upon the expiration of ten (10) days, as to monetary defaults, and thirty (30) days, as to non-monetary defaults, following receipt of written notice from Coordinator specifying the particulars in which a default is claimed unless, prior to expiration of the applicable grace period (ten (10) days or thirty (30) days, as the case may be), such default has been cured.

(b) In the event either party to this Agreement is in material default under this

Agreement, the provisions hereof may be enforced by any remedy permitted by law for specific performance, injunctive, or other equitable remedies in addition to any other remedy available at law or in equity. In this regard, in the event Landowner fails to pay any amount as and when due (including the Landowner Payment), which failure is not cured within ten (10) days after notice thereof in accordance with the provisions of Section 9(a) above, such delinquent amounts shall bear interest at the rate of fifteen percent (15%) per annum from the due date until paid. In addition, to the extent such sums remain unpaid following such ten (10) day period, Coordinator may claim a contractual lien for such sum, together with interest thereon as set forth above, which may be foreclosed against only that portion of the Land owned by the defaulting landowner in the manner prescribed by law for the foreclosure of realty mortgages; Coordinator agrees that as and when portions of the Property are sold, the obligations hereunder shall be bifurcated based on the land area sold and each landowner shall be solely (and not jointly) responsible for all sums owed with respect to the land areas that it owns and shall not have any obligation or liability for the failure of any other owner of any portion of the Land.

(c) Subject to the limitations described in the last sentence of the subsection (b) above, amounts owed but not paid when due by Landowner shall be a lien against the Land that the parties agree shall relate back to the date upon which an executed copy of this Agreement is recorded in the Maricopa County Recorders Office along with a document entitled Preliminary Notice of Contractual Lien which sets forth:

i. The name of the lien claimant;

ii. the name of the party or then owner of the property or interest against which the lien is claimed;

iii. and a description of the property against which the lien is claimed.

(d) The lien shall take effect only upon recordation of a claim of contractual

lien as described below in the office of the Maricopa County Recorder by Coordinator, and shall relate back to the date when the Preliminary Notice of Contractual Lien and executed copy of the Agreement were recorded, as set forth in paragraph (c) above. Coordinator acknowledges and agrees to work with the Master Developer for the Project and its lenders to the extent reasonably possible to subordinate this agreement to allow additional financing to occur. Coordinator shall give written notice of any such lien. The Notice and Claim of Contractual Lien shall include the following:

i. The name of the lien claimant.

ii. The name of the party or then owner of the property or interest against which the lien is claimed.

iii. A description of the property against which the lien is claimed.

iv. A description of the default or breach that gives rise to the claim of lien and a statement itemizing the amount of the claim.

v. A statement that the lien is claimed pursuant to the provisions of this Agreement and reciting the date of recordation and recorder's document number of this Agreement.

vi. The notice shall be acknowledged, and after recordation, a copy shall be given to the person against whose property the lien is claimed in any manner prescribed under Section 16 of this Agreement. The lien may be enforced in any manner allowed by law, including without limitation, by an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Arizona.

(e) If the Landowner posts either (i) a bond executed by a fiscally sound corporate surety licensed to do business in the State of Arizona, or (ii) an irrevocable letter of credit from a reputable financial institution licensed to do business in the State of Arizona reasonably acceptable to Coordinator, which bond or letter of credit (a) names Coordinator as the principal or payee and is in form satisfactory to Coordinator, (b) is in the amount of one and one-half (1-½) times the claim secured by the lien, and (c) unconditionally provides that it may be drawn on by Coordinator in the event of a final judgment entered by a court of competent

jurisdiction in favor of Coordinator, then Coordinator shall record a release of the lien or take such action as may be reasonably required by a title insurance company requested to furnish a policy of title insurance on such property to delete the lien as an exception thereto. Landowner shall post the bond or letter of credit by delivery of same to Coordinator. All costs and expenses to obtain the bond or letter of credit, and all costs and expenses incurred by Coordinator, shall be borne by Landowner, unless Landowner is the prevailing party in any litigation challenging the claimed lien.

10. Non Issuance of CC&N Expansion. In the event that Coordinator, WUGT and HUC are unable to obtain all of the necessary approvals from the ACC, ADWR, ADEQ and MCESD within twenty-four (24) months of the execution of this Agreement, then the Landowner or Coordinator, following not less than sixty (60) days written notice, at either party's option may terminate this Agreement without recourse to either party. In the event of termination of the Agreement, Coordinator shall remove or cause to be removed any registration of this Agreement with Maricopa County and waive any lien rights it may have under this Agreement. In the event of termination of the Agreement based on this Section 10, the initial $250,000, as identified in Section 6.1, is deemed fully earned and non-refundable.

11. Attorneys' Fees. If any dispute arises out of the subject matter of this Agreement, the prevailing party in such dispute shall be entitled to recover from the other party its reasonable costs, expenses and attorney's fees incurred in litigating, arbitrating, or otherwise resolving such dispute. The parties' obligations under this Section shall survive the closing under this Agreement.

12. Applicable Law; Venue; Jurisdiction & Binding Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona,

notwithstanding any Arizona or other conflict-of-law provisions to the contrary. The parties consent to jurisdiction for purposes of this Agreement in the State of Arizona, and agree that Maricopa County, Arizona, shall be proper venue for any action brought with respect to this Agreement. Any controversy, dispute or claim (a "Claim") arising out of or relating in any way to this Agreement or any other agreement or instrument delivered in connectin with this Agreement, or the transactions arising hereunder or thereunder that cannot be resolved by negotiatin (other than actions for specific performance or any other equitable remedy) or that are not subject to the jurisdiction of the ACC or another administrative agency shall be settled exclusively by a binding arbitration ("Arbitration"), conducted, except as is otherwise provided below, by a single arbitrator (the "Arbitrator") chosen as described below. The location of the Arbitration shall be Phoenix, Arizona. The arbitration shall be expedited and shall be conducted in accordance with the following:

(a) Initiation of Arbitration. The Arbitration shall be initiated by either party filing with the American Arbitration Association ("AAA"), with a copy to the other party, of an Arbitration Demand. Such demand shall be sent by hand-delivery or certified mail, return receipt requested. The Arbitration Demand must contain a list of the Claims upon which arbitration is requested, as well as a statement of the claimant's basis for bringing the Claims.

(b) Governing Procedures. The arbitration shall be conducted in accordance with A.R.S. §12-1501, *et seq.*, the procedures set forth in this section 12 and the Commercial Arbitration Rules of the AAA.

(c) Appointment of Arbitrator. The arbitration shall proceed before a single Arbitrator chosen in accordance with the then applicable provisions of the AAA's rules.

(d) Qualifications of Arbitrator. The Arbitrator shall be a neutral and impartial

Arizona attorney, and knowledgeable in the areas of public utility service and/or real estate development.

(e) Compensation. Subject to section 12(g), below, each Party shall pay to the AAA the appropriate fees pertaining to the claim(s) asserted by the Party, and the Parties shall split equally any and all other costs of arbitration, including the Arbitrator's fee.

(f) Preliminary Hearing. Within fifteen (15) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the Parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order issued by the Arbitrator. The matters which may be addressed include the following: (i) definition of issues; (ii) scope, timing and types of discovery , if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent discovery is appropriate; (vii) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether, if this is done, engagement of experts by the Parties can be obviated or minimized; (viii) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (ix) any other matters which may promote the efficient, expeditious, and cost-effective conduct of the proceeding. Any procedures outlined in the preliminary hearing shall require the arbitration hearing to be conducted within 90 days of the preliminary hearig date.

(g) Final Award. The Arbitrator shall promptly (but, in no event later than twenty (20) days following the conclusion of the proeceedings or such longer period as the Parties mutually agree) determine the claims of the Parties and render a final award in writing. The Arbitrator may award the prevailing party in the proceeding all or a part of such party's

reasonable attorney's fees and expert witness fees, taking into account the final result of arbitration and other relevant factors under Arizona law. The Arbitrator shall not award any punitive damages. The Arbitrator shall assess the costs of the proceeding (including, without limitation, AAA filing fees and the fees of the Arbitrator) against the non-prevailing party. The Arbitrator's final ward shall be binding and enforceable against the Parties.

13. Interpretation. The language in all parts of this Agreement shall in all cases, be construed as a whole according to its fair meaning and not strictly for nor against any party. The section headings in this Agreement are for convenience only and are not to be construed as a part hereof. The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or any exhibits thereto. Except where specifically provided to the contrary, when used in this Agreement, the term "including" shall mean without limitation by reason of enumeration. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person(s) or entity(ies) may require.

14. Counterparts. This Agreement shall be effective upon execution by all parties hereto and may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

15. Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and undertakings of the parties with respect to

such subject matter. This Agreement may not be amended except by a written instrument executed by all parties hereto.

16. Additional Instruments. The parties hereto agree to execute, acknowledge, and deliver to each other such other documents and instruments as may be reasonably necessary or appropriate to evidence or to carry out the terms of this Assignment.

17. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

18. Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

19. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the party to whom the same is directed or sent by registered or certified mail, return receipt requested, addressed to the addresses set forth on the signature page hereto. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date so delivered if delivered personally, or three business days after the time when the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid, or if given by any other method, upon actual receipt; provided that notwithstanding the foregoing, notice of any change of address shall be effective only upon actual receipt of such notice.

20. Binding Effect; Partial Releases. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. This Agreement constitutes a covenant running with the land, shall be binding upon the Land for the benefit of Coordinator,

its successors and assigns and any person acquiring any portion of the Land, upon acquisition thereof, shall be deemed to have assumed the obligations of Landowner arising from this Agreement with respect only to that portion of the Land acquired without the necessity for the execution of any separate instrument. If phases and/or parcels within the Land are sold individually, Coordinator will ensure that at such time as the Landowner Payment has been paid in full for that particular phase and/or parcel, Coordinator shall release this Agreement of record from that particular phase and/or parcel, without releasing the Agreement from any other portion of the Land for which the Landowner Payment has not been paid in full. It is the intent of this Agreement to release that portion of any lien which relates to parcels and or plats that are paid in full.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

COORDINATOR:

Global Water Resources, LLC
a Delaware limited liability company

By: _____
Cindy M. Liles
Treasurer

LANDOWNER:

339th & I-10, LLC,
an Arizona limited liability company

By: Western Holdings, LLC,
an Arizona limited liability company,
its manager

By: _____
Michael Anderson
Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

On May 20, 2008, before me, a Notary Public in and for said state, personally appeared Cindy Liles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Jennie L. Critchfield
Notary Public in and for said State

My Commission Expires: 4/18/09

JENNIE L. CRITCHFIELD
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 18, 2009

STATE OF Arizona)
) ss.
County of Maricopa)

On 5/20/08, before me, a Notary Public in and for said state, personally appeared Michael Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

"OFFICIAL SEAL"
Kim Overman
Notary Public-Arizona
Maricopa County
My Commission Expires 10/30/2009

Kim Overman
Notary Public in and for said State

My Commission Expires: 10/30/09

EXHIBIT A

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

LEGAL DESCRIPTION OF LAND

LEGAL DESCRIPTION FOR
GLOBAL WATER AGREEMENT
HIDDEN WATERS RANCH

A PORTION OF SECTIONS 5, 8, AND 9 OF TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN WHOSE AGGREGATE AREA IS DESCRIBED BY THE FOLLOWING 3 PARCEL DESCRIPTIONS:

PARCEL 1:
THAT PORTION OF THE NORTHWEST QUARTER LYING SOUTH OF INTERSTATE HIGHWAY 10 RIGHT-OF-WAY, AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTHWEST QUARTER EXCEPT THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SAID SECTION 5.

TOGETHER WITH:

PARCEL 2:
THE EAST HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, EXCEPT THE SOUTH 701.62 FEET OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SAID SECTION 8.

TOGETHER WITH:

PARCEL 3:
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

0447.4LD3

Excluding the real property described on Exhibit A-1

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
17375
JAY EDWARD M. HALEK
Date Signed 2/22/2010
ARIZONA U.S.A.

EXHIBIT "A-1"

PARCEL A:

A PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 8, SOUTH 89 DEGREES 33 MINUTES 11 SECONDS EAST 2335.67 FEET;

THENCE ALONG A LINE PARALLEL TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER SOUTH 00 DEGREES 14 MINUTES 12 SECONDS WEST 707.49 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 48 SECONDS WEST 354.77 FEET TO THE EAST LINE OF SAID WEST HALF OF THE EAST HALF OF SAID SOUTHWEST QUARTER AND TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 14 MINUTES 27 SECONDS WEST 1231.27 FEET TO THE NORTH LINE OF THE SOUTH 701.62 FEET OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 30 MINUTES 43 SECONDS WEST 660.15 FEET TO THE WEST LINE OF SAID WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 14 MINUTES 12 SECONDS EAST 1228.37 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 48 SECONDS EAST 660.23 FEET TO THE TRUE POINT OF BEGINNING.

Excluded Property

EXHIBIT "A-1"

PARCEL B:

A PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 5 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 8, SOUTH 89 DEGREES 33 MINUTES 11 SECONDS EAST 2335.67 FEET;

THENCE ALONG A LINE PARALLEL TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER SOUTH 00 DEGREES 14 MINUTES 12 SECONDS WEST 707.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 12 SECONDS WEST 1232.82 FEET TO THE NORTH LINE OF THE SOUTH 701.62 FEET OF THE EAST HALF OF THE EAST HALF OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 30 MINUTES 43 SECONDS WEST 354.86 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 14 MINUTES 27 SECONDS EAST 1231.27 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 48 SECONDS EAST 354.77 FEET TO THE TRUE POINT OF BEGINNING.

Excluded Property

EXHIBIT B
INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT
SITE PLAN

Please contact Global Water Resources, LLC, in order to view a copy of this Exhibit B
21410 North 19th Avenue, # 201
Phoenix, Arizona 85027
(623) 580-9600

EXHIBIT C

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

START WORK NOTICE TRIGGER

SAMPLE START WORK NOTICE

Invoice Date:
Due Date: Net 15

Invoice to: Landowner Name
Landowner Address

By issuance of this Start Work Notice, Landowner notifies and authorizes Coordinator to commence the bidding of the construction jobs necessary to provide water, wastewater and reclaimed water services to the development. The bidding process shall be limited to a period of time not to exceed 120 days. The construction phase shall commence upon the expiration of the bidding process and shall be limited to a period not to exceed 14 months. Coordinator shall guarantee that the infrastructure shall have reached Substantial Completion within 18 months of the issuance of this Start Work Notice.

Amount due:

Number of lots within Landowner's development	2,095*
Start Work Notice fee per lot	$500
Invoice Amount	$1,047,500
Plus Fee for ACC CC&N Approvals	125,000
Less Credit for WRF site	- 582,600
SWN due	$ 589,900

* Based on actual # of lots in development which could either be more or less.

EXHIBIT D

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

DESCRIPTION OF WUGT AND HUC SERVICES TO BE COORDINATED BY COORDINATOR ***Summary followed by certain specific services***

WUGT

- Expand CC&N water service area to include the Land;
- Prepare a master water plan with respect to the Land (this excludes in parcel master planning);
- Confirm and or develop sufficient water plant, well source capacity and Central Arizona Project water source capacity and delivery for the Land;
- Extend a water distribution main line as shown on Exhibit "E";
- Provide will-serve letters to applicable governmental agencies necessary for preliminary plat approvals with a schedule of commitment dates personalized for the Land;
- Obtain a 100-year assured water supply and assist Landowner with the Assured Water Supply required for final plat approvals and Department of Real Estate approvals;
- Provide expedited final subdivision plat water improvement plan check and coordination with the Arizona Department of Environmental Quality for Approvals to Construct; and,
- Obtain/Develop facilities extension agreement for construction of infrastructure within the Land (subject to reimbursement).

HUC

- Expand a CC&N wastewater service area to include the Land;
- Prepare a master wastewater plan with respect to the Land (this excludes in parcel master planning);
- Develop a master reclaimed water treatment and distribution plan;
- Confirm and or develop sufficient wastewater plant capacity for the Land;
- Extend a wastewater collection system main line as shown on Exhibit "F";
- Install reclaimed water infrastructure pursuant to the Agreement;
- Provide all permitting and regulatory approvals including but not limited to an Aquifer Protection Permit and Maricopa County Association of Governments (MAG) 208 Water Quality Plan as necessary;
- Provide will-serve letters to applicable governmental agencies necessary for preliminary plat approvals with a schedule of commitment dates personalized for the Land;

- Provide expedited final subdivision plat wastewater improvement plan check and coordination with the Arizona Department of Environmental Quality for Approvals to Construct; and,
- Obtain/Develop facilities extension agreement for construction of infrastructure within the Land (subject to reimbursement).

EXHIBIT E
INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT
WATER INFRASTRUCTURE

Please contact Global Water Resources, LLC, in order to view a copy of this Exhibit E
21410 North 19th Avenue, # 201
Phoenix, Arizona 85027
(623) 580-9600

EXHIBIT F
INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT
WASTEWATER INFRASTRUCTURE

Please contact Global Water Resources, LLC, in order to view a copy of this Exhibit F
21410 North 19th Avenue, # 201
Phoenix, Arizona 85027
(623) 580-9600

EXHIBIT G

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

WATER FACILITIES EXTENSION AGREEMENT

This Agreement is made this _____ day of _____, 2008 by and between WATER UTILITY OF GREATER TONOPAH, an Arizona corporation ("Company"), and _____, an _____ ("Developer").

RECITALS:

A. Developer desires that water utility service be extended to and for its real estate development located in Parcel ____ of _____ consisting of ____ (single family, multi-family or commercial) lots, in Maricopa County within the general vicinity Tonopah, Arizona (the "Development"). A legal description for the Development is attached hereto as Exhibit "A" and incorporated herein by this reference. The Development is located within Company's Certificate of Convenience and Necessity ("CC&N").

B. Company is a public service corporation as defined in Article XV, Section 2 of the Arizona Constitution which holds a CC&N from the Commission granting Company the exclusive right to provide water utility service within portions of Maricopa County, Arizona.

C. Developer is willing to construct and install facilities within the Development necessary to extend water utility service to and within the Development which facilities shall connect to the Company's system as generally shown on the map attached hereto as Exhibit "B." Company is willing to provide water utility service to the Development in accordance with relevant law, including the rules and regulations of the Commission on the condition that Developer fully and timely perform the obligations and satisfy the conditions and

requirements set forth below.

COVENANTS AND AGREEMENTS:

NOW, THEREFORE, in consideration of the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Construction of Facilities**. Developer agrees to construct and install water distribution mains and pipelines, valves, booster stations, hydrants, fittings, service lines and all other related facilities and improvements necessary to provide water utility service to each lot or building within the Development as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference (referred to hereinafter as the "Facilities"). The Facilities shall connect to the Company's system at the point shown on the approved plans as generally depicted on the map attached hereto as Exhibit "B," and shall be designed and constructed within the Development in a manner which allows the provision of safe and reliable water utility service to each lot therein. Subject to the terms and conditions set forth herein (including, without limitation, Company's rights of plan review and approval and inspection of final construction), Developer shall be responsible for all construction activities associated with the Facilities, and Developer shall be liable for and pay when due all costs, expenses, claims and liabilities associated with the construction and installation of the Facilities.

2. **Construction Standards and Requirements**. The Facilities shall meet and comply with Company's standards and specifications, and all engineering plans and specifications for the Facilities shall be approved by Company and its engineers ("Company's Engineer"), prior to the commencement of construction. Company and Company's Engineer

shall review the plans and specifications and shall provide any requirements or comments as soon as practicable. Developer shall require that its contractor be bound by and conform to the plans and specifications for the Facilities as finally approved by Company. The construction and installation of the Facilities shall be in conformance with the applicable regulations of the Arizona Department of Environmental Quality ("ADEQ"), the Commission, and any other governmental authority having jurisdiction thereover.

3. **Right of Inspection; Corrective Action**. Company shall have the right to have Company's Engineer inspect and test the Facilities at reasonable times during the course of construction as necessary to ensure conformance with plans and specifications. If at any time before the final acceptance by Company of the Facilities any construction, materials or workmanship are found to be defective or deficient in any way, or the Facilities fail to conform to this Agreement, then Company may reject such defective or deficient construction, materials and/or workmanship and require Developer to fully pay for all necessary corrective construction efforts ("Corrective Action"). Company reserves the right to withhold approval and to forbid connection of any defective portion of the Facilities to Company's system unless and until the Facilities have been constructed in accordance with plans and specifications and all applicable regulatory requirements. Further, Developer shall promptly undertake any Corrective Action required to remedy such defects and deficiencies in construction, materials and workmanship upon receipt of notice by Company. The foregoing notwithstanding, Company shall not unreasonably withhold or delay acceptance of the Facilities.

4. **Transfer of Ownership**. Upon completion and approval of the as-built Facilities by Company and any other governmental authority whose approval is required, Developer shall transfer all right, title and interest in the Facilities to Company via a bill of sale

in a form satisfactory to Company. Thereafter, Company shall be the sole owner of the Facilities and be responsible for their operation, maintenance and repair. Company's ownership and responsibility shall include all distribution mains and/or related appurtenances within the Development up to the point of connection to the service line of each customer receiving service. Maintenance and repair of each service line, which lines are not part of the Facilities, shall be Developer's, the Development's or each individual customers' responsibility. All work performed by or on behalf of Developer shall be warranted by Developer for one year from the date of transfer of the Facilities to Company against defects in materials and workmanship. Developer shall also covenant, at the time of transfer, that the Facilities are free and clear of all liens and encumbrances, and unless the time period for filing lien claims has expired, shall provide evidence in the form of lien waivers that all claims of contractors, subcontractors, mechanics and materialmen have been paid and satisfied.

5. **Final As-Built Drawings and Accounting of Construction Costs**. Immediately following completion and approval of the Facilities, Developer shall provide Company with three sets of as-built drawings and specifications for the Facilities and a reproducible copy of such drawings. Developer shall also provide an accounting of the cost of constructing and installing the Facilities, which amount shall be refundable in accordance with paragraph 8, below. Company shall have no obligation to furnish service to the Development or to accept the transfer of the Facilities until Developer has complied with this paragraph.

6. **Easements**. Developer shall be responsible for obtaining all necessary easements and rights-of-way for the construction and installation, and subsequent operation, maintenance and repair of the Facilities. Such easements and rights-of-way shall be of adequate size, location, and configuration so as to allow Company ready access to the Facilities for

maintenance and repairs and other activities necessary to provide safe and reliable water utility service. Such easements and rights-of-way shall be provided to Company by Developer at the same time as Developer transfers ownership of the Facilities pursuant to paragraph 4, above. At the time of transfer, all easements and rights-of-way shall be free of physical encroachments, encumbrances or other obstacles. Company shall have no responsibility to obtain or secure on Developer's behalf any such easements or rights-of-way.

7. **Reimbursement for Engineering and Other Fees and Expenses**. Developer shall also reimburse Company for the costs, expenses and fees, including legal fees and costs that are incurred by Company for preparation of this Agreement, for reviewing and approving the plans and specifications for the Facilities to be constructed by Developer, for inspecting the Facilities during construction and other supervisory activities undertaken by Company, for obtaining any necessary approvals from governmental authorities (collectively the "Administrative Costs"). For such purpose, at the time of the signing of this Agreement, the Developer will pay an advance to the Company of Seven Thousand Five Hundred Dollars ($7,500); any additional costs shall be subject to Developer's prior written approval.. Developer shall provide additional advances to Company, as may be requested by Company in writing from time-to-time, to reimburse Company for any additional Administrative Costs it incurs. All amounts paid to Company pursuant to this provision shall constitute advances in aid of construction and be subject to refund pursuant to paragraph 8, below.

8. **Refunds of Advances**. Company shall refund annually to Developer an amount equal to seven percent (7%) of the gross annual revenues received by Company from the provision of water utility service to each bona fide customer within the Development. Such refunds shall be paid by Company on or before the first day of August, commencing in the fourth

calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company and continuing thereafter in each succeeding calendar year for a total of twenty-two (22) years. No interest shall accrue or be payable on the amounts to be refunded hereunder, and any unpaid balance remaining at the end of such twenty-two year period shall be non-refundable. In no event shall the total amount of the refunds paid by Company hereunder exceed the total amount of all advances made by Developer hereunder. For the purposes of this provision, the total amount of Developer's advances shall be equal to Developer's actual cost of constructing the Facilities, less the costs of any corrective action as defined in paragraph 3 above, the costs of curing any defects arising during the warranty period, as provided herein, and the costs of any unreasonable overtime incurred in the construction of the Facilities, above, and the amounts paid by Developer to Company for Administrative Costs pursuant to paragraph 7, above.

9. **Company's Obligation to Serve**. Subject to the condition that Developer fully perform its obligations under this Agreement, Company shall provide water utility service to all customers within the Development in accordance with Company's tariffs and schedule of rates and charges for service, the rules and regulations of the Commission and other regulatory authorities and requirements. However, Company shall have no obligation to accept and operate the Facilities in the event Developer fails to make any payment provided in this Agreement, fails to construct and install the Facilities in accordance with Company's standards and specifications and in accordance with the applicable rules and regulations of ADEQ, the Commission or any other governmental authority having jurisdiction thereover, or otherwise fails to comply with the terms and conditions of this Agreement. Developer acknowledges and understands that Company will not establish service to any customer within the Development until such time as

Company has accepted the transfer of the Facilities, and all amounts that Developer is required to pay Company hereunder have in fact been paid. The foregoing notwithstanding, the Company shall not terminate service to any customer within the Development to whom service has been properly established as a consequence of any subsequent breach or nonperformance by Developer hereunder.

10. **Liability for Income Taxes.** In the event it is determined that all or any portion of Developer's advances in aid of construction hereunder constituted taxable income to Company as of the date of this Agreement or at the time Company actually receives such advances hereunder, Developer will advance funds to Company equal to the income taxes resulting from Developer's advance hereunder. These funds shall be paid to Company within twenty (20) days following notification to Developer that a determination has been made that any such advances constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code, any regulation promulgated by the Internal Revenue Service, or similar change to any statute, rule or regulation relating to this matter. Such notification shall include documentation reasonably necessary to substantiate the Company's liability for income taxes resulting from the Developer's advances in aid of construction under this Agreement. In the event that additional funds are paid by Developer under this paragraph, such funds shall also constitute advances in aid of construction. In addition, Developer shall indemnify and hold Company harmless for, from and against any tax related interest, fines and penalties assessed against Company and other costs and expenses incurred by Company as a consequence of late payment by Developer of amounts described above.

11. **Notice**. All notices and other written communications required hereunder

shall be sent to the parties as follows:

COMPANY:

Water Utility of Greater Tonopah
Attn: Cindy M. Liles, Secretary
21410 N. 19th Avenue
Suite 201
Phoenix, Arizona 85027

DEVELOPER:

_____
_____
_____
_____

Each party shall advise the other party in writing of any change in the manner in which notice is to be provided hereunder.

12. **Governing Law**. This Agreement, and all rights and obligations hereunder, shall be subject to and governed by the rules and regulations of the Commission relating to domestic water utilities and generally shall be governed by and construed in accordance with the laws of the State of Arizona. Developer understands and acknowledges that Company's rates and charges, and other terms and conditions applicable to its provision of utility service, may be modified from time-to-time by order of the Commission. Company shall provide Developer with copies of such orders that may affect Developer's rights and obligations hereunder.

13. **Time is of the Essence**. Time is and shall be of the essence of this Agreement.

14. **Indemnification: Risk of Loss**. Developer shall indemnify and hold Company harmless for, from and against any and all claims, demands and other liabilities and expenses (including attorneys' fees and other costs of litigation) arising out of or otherwise

relating to Developer's failure to comply with any of the terms and conditions contained herein., including (without limitation) Company's refusal to serve any unit within the Development based on Developer's failure to pay all amounts required hereunder in a timely manner. Developer's duty to indemnify Company shall extend to all construction activities undertaken by Developer, its contractors, subcontractors, agents, and employees hereunder.

15. **Successors and Assigns**. This Agreement may be assigned by either of the parties provided that the assignee agrees in writing to be bound by and fully perform all of the assignor's duties and obligations hereunder. This Agreement and all terms and conditions contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

16. **Dispute Resolution**. The parties hereto agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation, arbitration or litigation.

17. **Integration: One Agreement**. This Agreement supersedes all prior agreements, contracts, representations and understandings concerning its subject matter, whether written or oral.

18. **Attorneys' Fees**. The prevailing party in any litigation or other proceeding concerning or related to this Agreement, or the enforcement thereof, shall be entitled to recover its costs and reasonable attorneys' fees.

19. **Authority to Perform**. Company represents and warrants to Developer that Company has the right, power and authority to enter into and fully perform this Agreement. Developer represents and warrants to Company that Developer has the right, power and authority to enter into and fully perform this Agreement.

DEVELOPER:

_____

TONOPAH

_____

By_____

Its _____

COMPANY:

WATER UTILITY OF GREATER

an Arizona corporation

By _____

Cindy Liles

Its: Secretary

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Point(s) of Connection

EXHIBIT "C"

Water Facilities Budget
(Required to be completed by Developer prior to execution of agreement)

Item	QTY	UNIT	UNIT $	TOTAL $
8" C-900, Class 150 Water Main		LF		
8" Valve Box & Cover		EA		
Fire Hydrant, Complete		EA		
3 / 4" Double Water Service		EA		
3 / 4" Single Water Service		EA		
1 ½' Landscape service		EA		
2" Landscape service		EA		
1" Landscape service		EA		
Subtotal				
Sales Tax				
Total				

EXHIBIT H

INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

WASTEWATER FACILITIES EXTENSION AGREEMENT

This Agreement is made this _____ day of _____, 2008 by and between HASSAYAMPA UTILITY COMPANY, an Arizona corporation ("Company"), _____, an _____ ("Developer").

RECITALS:

A. Developer desires that sewer utility service be extended to and for its real estate development located in Parcel ____ of _____ consisting of ____ (single family, multi-family or commercial) lots, in Maricopa County within the general vicinity of Tonopah, Arizona (the "Development"). A legal description for the Development is attached hereto as Exhibit "A" and incorporated herein by this reference. The Development is located within Company's Certificate of Convenience and Necessity ("CC&N").

B. Company is a public service corporation as defined in Article XV, Section 2 of the Arizona Constitution which holds a CC&N from the Commission granting Company the exclusive right to provide sewer utility service within portions of Maricopa County, Arizona.

C. Developer is willing to construct and install facilities within the Development necessary to extend sewer utility service to and within the Development which facilities shall connect to the Company's system as generally shown on the map attached hereto as Exhibit "B." Company is willing to provide sewer utility service to the Development in accordance with relevant law, including the rules and regulations of the Commission on the condition that Developer fully and timely perform the obligations and satisfy the conditions and requirements set forth below.

COVENANTS AND AGREEMENTS:

NOW, THEREFORE, in consideration of the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Construction of Facilities**. Developer agrees to construct and install sewage collection mains, manholes, pumping stations and/or such other facilities and improvements necessary to provide sewer utility service to each lot or building within the Development as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference (referred to hereinafter as the "Facilities"). The Facilities shall connect to the Company's system at the point shown on the approved plans as generally depicted on the map attached hereto as Exhibit "B," and shall be designed and constructed within the Development in a manner which allows the provision of safe and reliable sewer utility service to each lot therein. Subject to the terms and conditions set forth herein (including, without limitation, Company's rights of plan review and approval and inspection of final construction), Developer shall be responsible for all construction activities associated with the Facilities, and Developer shall be liable for and pay when due all costs, expenses, claims and liabilities associated with the construction and installation of the Facilities.

2. **Construction Standards and Requirements**. The Facilities shall meet and comply with Company's standards and specifications, and all engineering plans and specifications for the Facilities shall be approved by Company and its engineers ("Company's Engineer") prior to the commencement of construction. Company and Company's Engineer shall review the plans and specifications and shall provide any requirements or comments as

soon as practicable. Developer shall require that its contractor be bound by and conform to the plans and specifications for the Facilities as finally approved by Company. The construction and installation of the Facilities shall be in conformance with the applicable regulations of the Arizona Department of Environmental Quality ("ADEQ"), the Commission, and any other governmental authority having jurisdiction thereover.

3. **Right of Inspection; Corrective Action**. Company shall have the right to have Company's Engineer inspect and test the Facilities at reasonable times during the course of construction as necessary to ensure conformance with plans and specifications. If at any time before the final acceptance by Company of the Facilities any construction, materials or workmanship are found to be defective or deficient in any way, or the Facilities fail to conform to this Agreement, then Company may reject such defective or deficient construction, materials and/or workmanship and require Developer to fully pay for all necessary corrective construction efforts ("Corrective Action"). Company reserves the right to withhold approval and to forbid connection of any defective portion of the Facilities to Company's system unless and until the Facilities have been constructed in accordance with plans and specifications and all applicable regulatory requirements. Further, Developer shall promptly undertake any Corrective Action required to remedy such defects and deficiencies in construction, materials and workmanship upon receipt of notice by Company. The foregoing notwithstanding, Company shall not unreasonably withhold or delay acceptance of the Facilities.

4. **Transfer of Ownership**. Upon completion and approval of the as-built Facilities by Company and any other governmental authority whose approval is required, Developer shall transfer all right, title and interest in the Facilities to Company via a bill of sale in a form satisfactory to Company. Company, in its sole discretion, may require Developer to

conduct a video inspection of any of the Facilities prior to final approval and acceptance to ensure that no breaks or similar defects exist. Thereafter, Company shall be the sole owner of the Facilities and be responsible for their operation, maintenance and repair. Company's ownership and responsibility shall include all pumping stations, manholes, collection and transmission mains and/or related appurtenances within the Development up to the point of connection of the sewer line of each customer receiving service to the collection main. Maintenance and repair of each sewer service line, which lines are not part of the Facilities, shall be Developer's, the Development's or each individual customers' responsibility. All work performed by or on behalf of Developer shall be warranted by Developer for one year from the date of transfer of the Facilities to Company against defects in materials and workmanship. Developer shall also covenant, at the time of transfer, that the Facilities are free and clear of all liens and encumbrances, and unless the time period for filing lien claims has expired, shall provide evidence in the form of lien waivers that all claims of contractors, subcontractors, mechanics and materialmen have been paid and satisfied.

5. **Final As-Built Drawings and Accounting of Construction Costs**. Immediately following completion and approval of the Facilities, Developer shall provide Company with three sets of as-built drawings and specifications for the Facilities and a reproducible copy of such drawings. Developer shall also provide an accounting of the cost of constructing and installing the Facilities, which amount shall be refundable in accordance with paragraph 8, below. Company shall have no obligation to furnish service to the Development or to accept the transfer of the Facilities until Developer has complied with this paragraph.

6. **Easements**. Developer shall be responsible for obtaining all necessary easements and rights-of-way for the construction and installation, and subsequent operation,

maintenance and repair of the Facilities. Such easements and rights-of-way shall be of adequate size, location, and configuration so as to allow Company ready access to the Facilities for maintenance and repairs and other activities necessary to provide safe and reliable sewer utility service. Evidence of such easements and rights-of-way shall be provided to Company by Developer at the same time as Developer transfers ownership of the Facilities pursuant to paragraph 4, above. At the time of transfer, all easements and rights-of-way shall be free of physical encroachments, encumbrances or other obstacles. Company shall have no responsibility to obtain or secure on Developer's behalf any such easements or rights-of-way.

7. **Reimbursement for Engineering and Other Fees and Expenses**. Developer shall also reimburse Company for the costs, expenses and fees, including legal fees and costs that are incurred by Company for preparation of this Agreement, for reviewing and approving the plans and specifications for the Facilities to be constructed by Developer, for inspecting the Facilities during construction and other supervisory activities undertaken by Company, for obtaining any necessary approvals from governmental authorities (collectively the "Administrative Costs"). For such purpose, at the time of the signing of this Agreement, the Developer will pay an advance to the Company of Seven Thousand Five Hundred Dollars ($7,500), any additional costs shall be subject to Developer's prior written approval. Developer shall provide additional advances to Company, as may be requested by Company in writing from time-to-time, to reimburse Company for any additional Administrative Costs it incurs. All amounts paid to Company pursuant to this provision shall constitute advances in aid of construction and be subject to refund pursuant to paragraph 8, below.

8. **Refunds of Advances**. Company shall refund annually to Developer an amount equal to two and one-half percent (2.5%) of the gross annual revenues received by

Company from the provision of sewer utility service to each bona fide customer within the Development. Such refunds shall be paid by Company on or before the first day of August, commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company and continuing thereafter in each succeeding calendar year for a total of twenty-two (22) years. No interest shall accrue or be payable on the amounts to be refunded hereunder, and any unpaid balance remaining at the end of such twenty-two year period shall be non-refundable. In no event shall the total amount of the refunds paid by Company hereunder exceed the total amount of all advances made by Developer hereunder. For the purposes of this provision, the total amount of Developer's advances shall be equal to Developer's actual cost of constructing the Facilities, less the costs of any corrective action as defined in paragraph 3 above, the costs of curing any defects arising during the warranty period, as provided herein, and the costs of any unreasonable overtime incurred in the construction of the Facilities, above, and the amounts paid by Developer to Company for Administrative Costs pursuant to paragraph 7, above.

9. **Company's Obligation to Serve**. Subject to the condition that Developer fully perform its obligations under this Agreement, Company shall provide sewer utility service to all customers within the Development in accordance with Company's tariffs and schedule of rates and charges for service, the rules and regulations of the Commission and other regulatory authorities and requirements. However, Company shall have no obligation to accept and operate the Facilities in the event Developer fails to make any payment provided in this Agreement, fails to construct and install the Facilities in accordance with Company's standards and specifications and in accordance with the applicable rules and regulations of ADEQ, the Commission or any other governmental authority having jurisdiction thereover, or otherwise fails to comply with the

terms and conditions of this Agreement. Developer acknowledges and understands that Company will not establish service to any customer within the Development until such time as Company has accepted the transfer of the Facilities, and all amounts that Developer is required to pay Company hereunder have in fact been paid. The foregoing notwithstanding, the Company shall not terminate service to any customer within the Development to whom service has been properly established as a consequence of any subsequent breach or nonperformance by Developer hereunder.

10. **Liability for Income Taxes.** In the event it is determined that all or any portion of Developer's advances in aid of construction hereunder constituted taxable income to Company as of the date of this Agreement or at the time Company actually receives such advances hereunder, Developer will advance funds to Company equal to the income taxes resulting from Developer's advance hereunder. These funds shall be paid to Company within twenty (20) days following notification to Developer that a determination has been made that any such advances constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code, any regulation promulgated by the Internal Revenue Service, or similar change to any statute, rule or regulation relating to this matter. Such notification shall include documentation reasonably necessary to substantiate the Company's liability for income taxes resulting from the Developer's advances in aid of construction under this Agreement. In the event that additional funds are paid by Developer under this paragraph, such funds shall also constitute advances in aid of construction. In addition, Developer shall indemnify and hold Company harmless for, from and against any tax related interest, fines and penalties assessed against Company and other costs and expenses incurred by Company as a consequence of late payment by Developer of amounts described

above.

11. **Notice**. All notices and other written communications required hereunder shall be sent to the parties as follows:

COMPANY:

Hassayampa Utility Company,
Attn: Cindy M. Liles, Secretary
21410 N. 19th Avenue
Suite 201
Phoenix, Arizona 85027

DEVELOPER:

_____
_____
_____
_____

Each party shall advise the other party in writing of any change in the manner in which notice is to be provided hereunder.

12. **Governing Law**. This Agreement, and all rights and obligations hereunder, shall be subject to and governed by the rules and regulations of the Commission relating to domestic sewer utilities and generally shall be governed by and construed in accordance with the laws of the State of Arizona. Developer understands and acknowledges that Company's rates and charges, and other terms and conditions applicable to its provision of utility service, may be modified from time-to-time by order of the Commission. Company shall provide Developer with copies of such orders that may affect Developer's rights and obligations hereunder.

13. **Time is of the Essence**. Time is and shall be of the essence of this Agreement.

14. **Indemnification: Risk of Loss**. Developer shall indemnify and hold Company harmless for, from and against any and all claims, demands and other liabilities and expenses (including attorneys' fees and other costs of litigation) arising out of or otherwise relating to Developer's failure to comply with any of the terms and conditions contained herein, including (without limitation) Company's refusal to serve any unit within the Development based on Developer's failure to pay all amounts required hereunder in a timely manner. Developer's duty to indemnify Company shall extend to all construction activities undertaken by Developer, its contractors, subcontractors, agents, and employees hereunder. This indemnity clause shall apply solely and exclusively to the extent that such claim, demand, liability and/or expenses is attributable to the actions or inaction of Developer and/or its contractors, subcontractors, agents and/or employees. This indemnity clause shall not apply to the extent such claim, demand, liability and/or expense is attributable to Company, GWR and/or any other third party

15. **Successors and Assigns**. This Agreement may be assigned by either of the parties provided that the assignee agrees in writing to be bound by and fully perform all of the assignor's duties and obligations hereunder. This Agreement and all terms and conditions contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

16. **Dispute Resolution**. The parties hereto agree that each will use good faith efforts to resolve, through negotiation, disputes arising hereunder without resorting to mediation, arbitration or litigation.

17. **Integration: One Agreement**. This Agreement supersedes all prior agreements, contracts, representations and understandings concerning its subject matter, whether written or oral.

18. **Attorneys' Fees**. The prevailing party in any litigation or other proceeding concerning or related to this Agreement, or the enforcement thereof, shall be entitled to recover its costs and reasonable attorneys' fees.

19. **Authority to Perform**. Company represents and warrants to Developer that Company has the right, power and authority to enter into and fully perform this Agreement. Developer represents and warrants to Company that Developer has the right, power and authority to enter into and fully perform this Agreement.

DEVELOPER:

_____
_____

By_____
Its _____

COMPANY:

HASSAYAMPA UTILITY COMPANY
an Arizona corporation

By _____
Cindy M. Liles
Its: Secretary

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Point(s) of Connection

EXHIBIT "C"

Wastewater Facilities Budget
(Required to be completed by Developer prior to execution of agreement

Item	QTY	UNIT	UNIT $	TOTAL $
8" SDR 35 Sewer Main		LF		
10" SDR 35 Sewer Main		LF		
4' Manhole		EA		
Sewer Cleanout		EA		
4" Sewer Service		EA		
Subtotal				
Sales Tax				
Total				

EXHIBIT I
INFRASTRUCTURE COORDINATION, FINANCE AND OPTION AGREEMENT

SPECIAL WARRANTY DEED

See copy of Special Warranty Deed recorded at 2007-0354156 on March 25, 2007 in the Maricopa County Arizona Recorder's office.