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AZ CORP COMMISSION
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BEFORE THE ARIZONA CORPORATION COMMISSION

1 WILLIAM A. MUNDELL
2 Chairman

Arizona Corporation Commission

DOCKETED

JUN 28 2001

3 JIM IRVIN
4 Commissioner

DOCKETED BY []

5 MARC SPITZER
6 Commissioner

W-03512A-01-0464

7 PINE WATER COMPANY, an Arizona corporation,)

DOCKET NO. W-~~03152A-01-0464~~

8 Complainant,)

ANSWER

9 vs.)

10 STRAWBERRY HOLLOW DEVELOPMENT,)
11 INC., an Arizona corporation, STRAWBERRY)
12 HOLLOW PROPERTIES, L.L.C., an Arizona)
13 limited liability company, and STRAWBERRY)
14 HOLLOW PROPERTY OWNER'S)
15 ASSOCIATION, INC., an Arizona non-profit)
16 corporation,)

Respondents.)

17 Respondents Strawberry Hollow Development, Inc., ("Strawberry Hollow
18 Development"), Strawberry Hollow Properties, L.L.C., ("Strawberry Hollow Properties") and
19 Strawberry Hollow Property Owner's Association, Inc., ("Strawberry Hollow POA")
20 (collectively referred to herein as the "Respondents"), hereby answer ("Answer") Pine Water
21 Company's complaint (the "Complaint") and assert their affirmative defenses and counterclaims
22 (the "Counterclaim") against Pine Water Company as follows:

ANSWER

23 All references to paragraph ("¶") numbers are to the Complaint unless otherwise
24 indicated. Respondents request permission to amend this Answer to include any additional
25 defenses, including those affirmative defenses listed in Rule 8(c), Arizona Rules of Civil
26

Snell & Wilmer

L.L.P.
LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

1 Procedure, if such defenses are later discovered. Additionally, all allegations contained in the
2 Counterclaim, *infra*, are hereby incorporated by reference into this Answer as necessary to fully
3 support Respondents' defenses to the Complaint.

4 1. Respondents deny the allegations contained in ¶ 1 of the Complaint.

5 2. Respondents admit that Pine Water Company provides domestic water utility
6 service to customers in the areas of Pine and Strawberry, Gila County, Arizona. Respondents are
7 without knowledge or information sufficient to form a belief as to the remaining allegations
8 contained in ¶ 2 of the Complaint, and therefore, deny the same.

9 3. Strawberry Hollow Development admits the allegations contained in ¶ 3 of the
10 Complaint.

11 4. Strawberry Hollow Properties admits the allegations contained in ¶ 4 of the
12 Complaint.

13 5. Strawberry Hollow POA denies the allegations contained in ¶ 5 of the Complaint.
14 Strawberry Hollow POA notes that it is a "non-profit" corporation and not a "not-for-profit"
15 corporation.

16 6. Respondents deny the allegations contained in ¶ 6 of the Complaint.

17 7. Respondents admit the allegations contained in ¶ 7 of the Complaint.

18 8. Respondents deny the allegations contained in ¶ 8 of the Complaint.

19 9. Strawberry Hollow Development admits that it is the developer of a development
20 located in Gila County, Arizona, known as Strawberry Hollow. Respondents deny all other
21 allegations contained in ¶ 9 of the Complaint.

22 10. Respondents admit that Mr. Loren Peterson had discussions with representatives of
23 Pine Water Company regarding Pine Water Company's ability to serve the Strawberry Hollow
24 development. Respondents deny all other allegations contained in ¶ 10 of the Complaint.

25 11. Respondents deny the allegations contained in ¶ 11 of the Complaint.
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12. Respondents deny the allegations contained in ¶ 12 of the Complaint.

13. Respondents admit that they have had continuing discussions with representatives of the Pine Strawberry Domestic Water Improvement District regarding the water system through which property owners in the Strawberry Hollow development will obtain domestic water.

Respondents deny all other allegations contained in ¶ 13 of the Complaint.

14. Respondents deny the allegations contained in ¶ 14 of the Complaint.

15. Respondents admit that the Strawberry Hollow development has an existing Phase I consisting of 41 residential lots and a planned Phase II, which will have an estimated 31 lots. Respondents deny all other allegations contained in ¶ 15 of the Complaint.

16. Regarding ¶ 16 of the Complaint, Respondents admit that the Arizona Department of Water Resources sent a letter to the Arizona Department of Real Estate dated September 12, 2000. Respondents allege that the September 12 letter speaks for itself, and is the best evidence of its contents.

17. Regarding ¶ 17 of the Complaint, Respondents admit that the Arizona Department of Real Estate issued a Subdivision Public Report for Strawberry Hollow Phase 1 effective April 10, 2001 (the "Subdivision Public Report"). Respondents allege that the Subdivision Public Report speaks for itself, and is the best evidence of its contents.

18. Regarding ¶ 18 of the Complaint, Respondents admit the existence of a document entitled "Declaration of Covenants, Conditions and Restrictions of Strawberry Hollow" (the "CC&Rs"). Respondents allege that the document speaks for itself, and is the best evidence of its contents.

19. Regarding ¶ 19 of the Complaint, Respondents allege that the CC&Rs speaks for itself, and is the best evidence of its contents.

1 20. Regarding ¶ 20 of the Complaint, Respondents allege that the CC&Rs speaks for
2 itself, and is the best evidence of its content. Respondents deny all other allegations contained in
3 ¶ 20 of the Complaint.

4 21. Regarding ¶ 21 of the Complaint, Respondents allege that the CC&Rs and the
5 Subdivision Public Report speak for themselves, and are the best evidence of their contents.
6 Respondents deny all other allegations contained in ¶ 21 of the Complaint.

7 22. Regarding ¶ 22 of the Complaint, Respondents allege that the Subdivision Public
8 Report speaks for itself, and is the best evidence of its contents. Respondents deny all other
9 allegations contained in ¶ 22 of the Complaint.

10 23. Regarding ¶ 23 of the Complaint, Respondents allege that the Subdivision Public
11 Report speaks for itself, and is the best evidence of its contents.

12 24. Regarding ¶ 24 of the Complaint, Respondents allege that the Subdivision Public
13 Report speaks for itself, and is the best evidence of its contents.

14 25. Respondents lack knowledge or information sufficient to form a belief as to the
15 truth of ¶ 25 of the Complaint, and therefore deny the same.

16 26. Respondents lack knowledge or information sufficient to form a belief as to the
17 truth of ¶ 26 of the Complaint, and therefore deny the same.

18 27. Respondents lack knowledge or information sufficient to form a belief as to the
19 truth of ¶ 27 of the Complaint, and therefore deny the same.

20 28. Respondents admit that a certificate of convenience and necessity ("CC&N")
21 creates certain rights and obligations under Arizona statutes and case law in the holder of the
22 CC&N. Respondents deny all other allegations contained in ¶ 28 of the Complaint.

23 29. Upon information and belief, Respondents admit that the Strawberry Hollow
24 development is located within the geographic boundaries of Pine Water Company's CC&N.
25
26

1 operation, maintenance, repair and replacement of the water system, not the Respondents. *Id.*
2 Since none of the Respondents is “engaged in . . . furnishing water for irrigation, fire protection,
3 or other public purposes,” Respondents are not subject to the jurisdiction of the Commission.

4 39. Pine Water Company alleges in ¶ 14 that Strawberry Hollow Development
5 “intends” to act as “water provider” to the Strawberry Hollow development. Pine Water
6 Company’s Complaint fails to allege that Respondents are “engaged in . . . furnishing water for
7 irrigation, fire protection, or other public purposes.” Thus, Pine Water Company’s Complaint
8 fails to state a claim on which the Commission can grant relief.

9
10 **Estoppel**

11 40. Pine Water Company alleges in its Complaint that it is precluded from providing
12 water service to the Strawberry Hollow development as a result of various moratoria on new
13 connections and/or main extensions imposed by the Arizona Corporation Commission.
14 Complaint at ¶¶ 7, 8, 10 and 11.

15 41. Pine Water Company has an allocation of municipal and industrial Central Arizona
16 Project (“CAP”) water in the amount of 161 acre-feet per annum under a subcontract between
17 Pine Water Company and the Central Arizona Water Conservation District. *See* page 3 of the
18 CAP Subcontracting Status Report dated March 29, 2001, attached hereto as Exhibit “B.” Upon
19 information and belief, Pine Water Company has failed to take reasonable steps in order to utilize
20 or exchange its CAP allocation, or to develop other supplies of potable water.

21 42. Having failed to take reasonable steps to lift the moratoria, including but not
22 limited to the use or exchange of its CAP allocation, Pine Water Company is estopped from
23 attempting to prohibit property owners within the Strawberry Hollow development from
24 supplying their own water from their own private water system.
25
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1 50. Pine Water Company has an allocation of CAP water in the amount of 161 acre-
2 feet per annum. See page 3 of the CAP Subcontracting Status Report dated March 29, 2001,
3 attached hereto as Exhibit "B." Notwithstanding, upon information and belief, Pine Water
4 Company has failed to take reasonable steps in order to utilize or exchange its CAP allocation, or
5 to develop other supplies of potable water. As a result, the moratoria within Pine Water
6 Company's CC&N remain in effect.

7 51. Arizona Department of Water Resources Well Registration No. 55-579973 has
8 been constructed within Strawberry Hollow Phase I and is capable of producing sufficient potable
9 water to satisfy the anticipated demand of property owners within Strawberry Hollow Phase I. A
10 copy of the pump test data for Well No. 55-579973 is attached hereto as Exhibit "D."

11 52. Because Pine Water Company is precluded from providing potable water service
12 to persons residing within Strawberry Hollow Phase I, and because Pine Water Company has
13 failed to take reasonable steps to develop additional water supplies, including but not limited to
14 utilizing or exchanging its CAP allocation, and because property owners within Strawberry
15 Hollow Phase I have a sufficient supply of potable water from Well No. 55-579973, Strawberry
16 Hollow Phase I should be deleted from Pine Water Company's CC&N. The failure of the
17 Arizona Corporation Commission to delete Strawberry Hollow Phase I from Pine Water
18 Company's CC&N would work a severe hardship on the current and future owners of property
19 within Strawberry Hollow Phase I.

20 WHEREFORE, having fully answered Pine Water Company's Complaint, Respondents
21 Strawberry Hollow Development, Inc., Strawberry Hollow Properties, L.L.C., and Strawberry
22 Hollow Property Owner's Association, Inc., hereby request that the Arizona Corporation
23 Commission :

24 A. Dismiss Pine Water Company's Complaint in its entirety;
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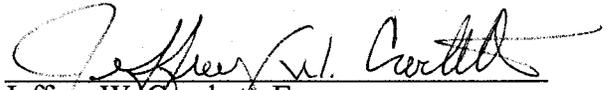
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B. Delete the property of Strawberry Hollow Development, Inc., from the CC&N of Pine Water Company; and

C. Grant such other and further relief to Respondents as the Commission deems appropriate.

RESPECTFULLY submitted this 28th day of June, 2001.

SNELL & WILMER



Jeffrey W. Crockett, Esq.
Thomas L. Mumaw, Esq.
One Arizona Center
Phoenix, Arizona 85004-0001
Attorneys for Strawberry Hollow Development, Inc.,
Strawberry Hollow Properties, L.L.C., and
Strawberry Hollow Property Owner's Association,
Inc.

ORIGINAL and ten (10) copies of the foregoing Complaint have been filed with Docket Control this 28th day of June, 2001.

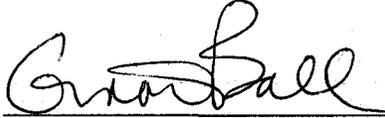
A COPY of the foregoing Complaint has been hand-delivered this 28th day of June, 2001, to:

Jay L. Shapiro, Esq.
Thomas R. Wilmoth
FENNEMORE CRAIG PC
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

Deborah R. Scott, Director
Steve Olea, Assistant Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

1 Lyn A. Farmer, Chief Counsel
Legal Division
2 ARIZONA CORPORATION COMMISSION
1200 West Washington Street
3 Phoenix, Arizona 85007

4 Chris Kempley, Chief Counsel
Legal Division
5 ARIZONA CORPORATION COMMISSION
1200 West Washington Street
6 Phoenix, Arizona 85007

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EXHIBIT A

WHEN RECORDED PLEASE RETURN TO:
LOREN PETERSON
PO BOX 2141
PINE, AZ 85544



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STRAWBERRY HOLLOW

XII. SHARED WATER SYSTEM / CO-TENANCY

A. Co-Ownership and Maintenance of Water System. Each Owner shall, by reason of ownership of a Lot, own a percentage share interest of the private water system ("Well System") included within the Property and as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. The Owners, acting as co-tenants, shall be responsible for the operation, maintenance, repair and replacement of the Well System (or such portions thereof as may be designated on Exhibit "B"), subject to all the provisions of this Declaration. The Well System shall be used and maintained for the sole benefit of the Property and the owner(s) and residents thereof, in accordance with the provisions of this Declaration. The percentage ownership interest of each Owner shall be appurtenant to, and shall automatically pass with title to, such Owner's Lot. The percentage ownership interest for each Lot shall be equal to the percentage ownership interest for each other Lot to which ownership of all or a portion of the Well System is appurtenant as designated on Exhibit "B." The total aggregate percentage interest appurtenant to all of the Lots to which ownership or all or a portion of the Well System is appurtenant shall be one hundred percent. The individual percentage interests for each Lot shall automatically change from time to time if and as additional lands are subjected to this Declaration. If there are multiple wells included in the Well System, each Lot shall have an appurtenant ownership interest in only one well, but may also have appurtenant ownership interests in waterlines, storage tanks, and other equipment or facilities that may serve all or a significant number of Lots. No partition of the Well System, or any portion thereof, shall be sought or allowed for any reason whatsoever.

Voting power with respect to all matters related to the Well System shall be identical to the voting power of the Owners and Declarant with respect to Association matters from time to time, and all matters related to the Well System shall be determined by a majority vote of the voting power entitled to vote thereon ("Majority Vote"). By Majority Vote, the Owners may employ the services of one or more professionals to operate, maintain and in all respects manage the Well System. By Majority Vote, the Owners may contract with, or delegate tasks or functions related to the Well System to, Declarant, affiliates of Declarant, the Association and/or other persons or entities authorizing such persons to act on behalf of all Owners.

B. Connections to Well System. Each Owner shall pay all costs associated with connecting such Owner's Lot to the water line stubout to such Owner's Lot, including without limitation any inspections thereof by a manager employed by the Owners by Majority Vote for such purpose. Each connection shall be constructed in compliance with all applicable codes and health, safety and environmental laws and regulations, and in a good workmanlike manner so as to minimize disruption of service to other Lots.

C. Owners' Obligations. Each Owner shall pay an equal share of all costs related to the Well System, including without limitation routine and extraordinary operation, maintenance, repair, replacement, and upgrading of the Well System. The fiscal manager selected by the Owners by Majority Vote shall submit periodic invoices to the Owners, and each invoice shall be due no later than thirty days after it is sent by the manager. If any invoice is not paid within sixty days after the date it is due, the fiscal manager shall have the right, without notice to the delinquent Owner, to enforce payment in accordance with the Assessment Lien provisions hereof. By Majority Vote, the Owners may determine to calculate their cost sharing in whole or in part on the amount of water used on each Lot.

D. Well System Rules. By Majority Vote, the Owners may from time to time adopt and amend reasonable rules for the use by the Owners, and the fair and efficient operation and management of, the Well System (the "Well System Rules"). The Well System Rules shall not

unfairly or unreasonably discriminate against any Lots or Owners. The Well System Rules may, without limitation, provide for prudent fiscal planning and proper operation, maintenance, repair and replacement of the Well System, including without limitation deposits, reasonable reserves, insurance, water quality and well yield testing, meters, enforcement of the provisions of this Agreement relating to the Well System, backflow prevention, limitations on the use of the Well System, late fees and interest on late payments, charges for temporarily or permanently connecting or terminating water service, any other appropriate monetary provisions, and any other subjects that are necessary or appropriate to the safe and efficient management of the Well System.

Water service to any Owner who fails to perform fully, timely and in good faith, any obligation of such Owner related to the Well System under this Declaration or the Well System Rules, may be terminated without any liability whatsoever to the Owner whose service is terminated. Any connection to the Well System that is not authorized by this Declaration may be disconnected without any liability whatsoever to the person(s) benefitted by the connection. The non-defaulting Owners shall additionally have all rights and remedies available to them under applicable law, and all of their rights and remedies under this Declaration and applicable law are cumulative and not exclusive and may, by Majority Vote, be temporarily assigned or delegated to one or more Well System managers selected by Majority Vote.

E. Limitation on Declarant's Liability. If, after Declarant no longer owns any portion of the Property, any problems of any nature whatsoever arise with respect to the Well System, including without limitation insufficient water quantity, poor water quality, the need for repair or replacement, or regulatory burdens, the Owners shall have the sole obligation and responsibility to resolve such problems at their sole expense as cotenants and Declarant shall have no responsibility or liability whatsoever with respect to any such problems or the resolution thereof.

F. Transfer of Well System to Special District or Public Utility. By Majority Vote, the Owners may at any time determine to transfer ownership and control of the Well System (or portions thereof) to any special district or public service corporation that is then authorized and able to provide public water service to the Property. Any such transfer shall be on such terms and conditions as the Owners approve by Majority Vote. The transfer shall be effected by a deed and/or other appropriate instruments of transfer in form approved by Majority Vote, and shall be sufficient if executed by Declarant while Declarant is the Class B Member, or by the Board when Declarant is no longer the Class B Member, and for this purpose each Owner hereby grants Declarant and the Board such Owner's irrevocable power of attorney to execute such instrument(s) on such Owner's behalf and to bind and transfer such Owner's interest in the Well System. Neither Declarant nor the Board shall have any liability whatsoever to any Owner for a transfer of all or any portion of the Well System made pursuant to this paragraph, and each Owner hereby waives all claims related thereto.

XIII. DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a period of 20 years from the date the Declaration is recorded in the Official Records of Gila County, Arizona, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years.

1. All or any part of this Declaration may be amended or terminated during the first 20 years by a recorded instrument signed by the Owners of not less than 90% of the Lots; provided, that while Declarant is an Owner, no amendment shall be made without Declarant's consent.
2. After said 20 years, all or any part of the Declaration may be amended or terminated by a recorded instrument signed by the Owners of not less than 90% of the Lots.

EXHIBIT B



CENTRAL ARIZONA PROJECT

P.O. Box 43020 • Phoenix, Arizona 85080-3020 • 23636 North Seventh Street (85024)
(623) 869-2333 • www.cap-az.com

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APR 5 2001

CAP SUBCONTRACTING STATUS REPORT

March 29, 2001

SNELL & WILMER, LLI

SUBCONTRACTS SIGNED BY NON-INDIAN CAP SUBCONTRACTORS

Municipal and Industrial

	<u>NAME</u>	<u>DATE</u>	<u>ALLOCATION</u> (acre-feet per year)
1.	Apache Junction (Az. Water Co.)	March 15, 1985	6,000
2.	Agua Fria (Citizens Utilities Company)	July 15, 1985	11,093 ^{1/}
3.	Arizona-American Water Company	July 12, 1985	3,231 ^{2/}
4.	Arizona State Land Dept.	Nov 25, 1986	32,076 ^{3/}
5.	ASARCO Incorporated (Ray Mine)	March 1, 1993	21,000 ^{4/}
6.	Avondale	Dec 6, 1984	4,746 ^{5/}
7.	Berneil Water Co.	Dec 5, 1984	200 ^{6/}
8.	BHP Copper Inc.	March 1, 1993	2,271 ^{7/}
9.	Buckeye	Nov 21, 1984	25 ^{8/}
10.	Carefree Water Co.	Jan 2, 1990	400 ^{9/}
11.	Casa Grande (Az. Water Co.)	Mar 15, 1985	8,884
12.	Cave Creek Water Co.	May 28, 1985	1,600 ^{10/}
13.	Chandler	Nov 20, 1984	3,668
14.	Chandler Heights Citrus I.D.	Jan 24, 1985	315

	<u>NAME</u>	<u>DATE</u>	<u>ALLOCATION</u> (acre-feet per year)
15.	Chaparral City Water Co.	Oct 2, 1984	6,978
16.	Circle City Water Co.	Aug 6, 1999	3,932 ^{11/}
17.	Community Water Co. (Grn. Vly.)	May 17, 1985	1,337 ^{12/}
18.	Coolidge System (Az. Water Co.)	March 15, 1985	2,000
19.	Eloy	Dec 18, 1984	2,171
20.	Florence	Dec 21, 1984	2,048 ^{13/}
21.	Flowing Wells I.D.	June 19, 1985	4,354
22.	Gilbert	Jan 22, 1985	7,235
23.	Glendale	Oct 25, 1984	14,183 ^{14/}
24.	Globe	Feb 22, 1993	3,480 ^{15/}
25.	Goodyear	Nov 21, 1984	3,381 ^{16/}
26.	Green Valley Water Co.	June 18, 1985	1,900
27.	Litchfield Park Serv. Co.	Jan 10, 1985	5,580
28.	Marana, Town of	April 6, 1999	47 ^{17/}
29.	Maricopa County Parks & Rec.	Apr 8, 1993	665 ^{8/}
30.	Mesa	Oct 25, 1984	36,388 ^{18/}
31.	Metropolitan Domestic Water Improvement District (First Trust of AZ)	May 8, 1998	8,858 ^{19/}
32.	Midvale Farms	March 8, 1985	1,500
33.	New River Util. Co.	Oct 17, 1984	1,885 ^{20/}
34.	Oro Valley, Town of	Jan. 18, 1997	1,652 ^{21/}

	<u>NAME</u>	<u>DATE</u>	<u>ALLOCATION</u> <u>(acre-feet</u> <u>per year)</u>
35.	Oro Valley (First Trust of AZ)	May 8, 1998	642 ^{19/}
36.	Peoria	Nov 23, 1984	19,709 ^{22/}
37.	Phelps Dodge Miami, Inc.	Mar 1, 1993	2,906 ^{23/}
38.	Phoenix	Oct 25, 1984	113,914 ^{24/}
39.	Phoenix Memorial Park	March 20, 1985	84
40.	Pine Water Company	Aug 6, 1999	161 ^{25/}
41.	Queen Creek Water Co.	June 26, 1995	348 ^{26/}
42.	Rio Verde Utilities, Inc.	Sept 16, 1992	812
43.	San Tan I.D.	Dec 11, 1984	236
44.	Scottsdale	Oct 15, 1984	48,529 ^{27/}
45.	Spanish Trail Water Co.	Nov 16, 1990	3,037 ^{28/}
46.	Sun City Water Co. (Citizens Utilities Company)	Aug 13, 1985	3,809 ^{1/}
47.	Sun City Water Co. (Youngtown)	Mar 15, 1998	380 ^{29/}
48.	Sun City West Utilities Company	June 9, 1999	2,372 ^{1/}
49.	Sunrise Water Co.	Aug 16, 1985	944
50.	Surprise	Feb 8, 1995	7,373 ^{30/}
51.	Tempe	Dec 10, 1984	4,315
52.	Tucson	Feb 1, 1985	138,920 ^{19/}
53.	Vail Water Company	Dec 27, 1984	786 ^{31/}
54.	Water Utilities Community Facilities District	Aug 7, 1996	2,919 ^{32/}

	<u>NAME</u>	<u>DATE</u>	<u>ALLOCATION</u> (acre-feet per year)
55.	Water Utility of Greater Buckeye	Sept 24, 1987	43 ^{33/}
56.	Water Utility of Greater Tonopah	Sept 24, 1987	64 ^{34/}
57.	West End Water Co.	Aug 16, 1985	157
58.	White Tank System (Az. Water Co.)	March 15, 1985	<u>968</u>
			558,511 or 87.43% of available M&I supply

NOTES:

- 1 Sun City Water Company (Citizens Utilities Company) has transferred 9,654 acre-feet of its entitlement to Agua Fria. Sun City Water Company has assigned 2,372 acre-feet of its CAP water entitlement to Sun City West Utilities Company.
- 2 Arizona-American Water Company formerly Paradise Valley Water Company.
- 3 This amount includes Amendment No. 1 to the Arizona State Land Department's (ASLD) CAP subcontract executed on March 12, 1997, decreasing its entitlement from 39,006 to 38,476 acre-feet per year in light of ASLD transferring 530 acre-feet of its CAP water entitlement to the City of Scottsdale. Amendment No. 2 to the ASLD's CAP subcontract executed on July 24, 1998, decreases its entitlement from 38,476 to 34,576 acre-feet per year in light of ASLD transferring an additional 3,900 acre-feet of its CAP water entitlement to the City of Scottsdale. Amendment No. 3 to the ASLD's CAP subcontract executed on May 4, 2000, decreases its entitlement from 34,576 to 33,076 acre-feet per year in light of ASLD's transferring 1,500 acre-feet of its CAP water entitlement to the City of Mesa. ASLD is in the process of amending its CAP subcontract which will decrease its entitlement from 33,076 to 32,076 acre-feet per year in light of ASLD's transferring 1,000 acre-feet of its CAP water entitlement to the City of Peoria.
- 4 Figure for the year 2034. Includes allocation to Hayden Smelter. ASARCO elected to contract for 21,000 acre-feet of its original 22,610 acre-foot allocation of CAP water.
- 5 This amount includes Amendment No. 1 to Avondale's CAP subcontract executed on December 3, 1997, increasing Avondale's entitlement from 4,099 to 4,746 acre-feet per year in light of McMicken Irrigation District transferring 647 acre-feet of its CAP M&I water entitlement to Avondale.
- 6 Berneil Water Co. has transferred 200 acre-feet of its CAP water allocation to the City of Scottsdale and 32 acre-feet to the City of Phoenix. Also, Berneil is in the process of assigning 200 acre-feet of its CAP water allocation to Cave Creek Water Co.

- 7 Figure for the year 2034. Formerly Cities Service Co. and Magma Copper Co. BHP Copper is in the process of assigning 900 acre-feet of its CAP water allocation to Carefree Water Company, 1,300 acre-feet to the City of Scottsdale, and 71 acre-feet to Tonto Hills Utility Co.
- 8 Figure for the year 2034.
- 9 Carefree Water Company is in the process of amending its CAP subcontract which will increase its entitlement from 400 to 1,300 acre-feet per year in light of BHP Copper Inc's transferring 900 acre-feet of its CAP M&I water entitlement to Carefree.
- 10 Cave Creek Water Company is in the process of amending its CAP subcontract which will increase its entitlement from 1,600 to 1,800 acre-feet per year which reflects the transfer by Berneil Water Company of 200 acre-feet of its CAP water entitlement.
- 11 As part of a corporate restructuring, Brooke Water assigned its CAP water entitlement of 3,932 acre-feet to Circle City Water Company. The subcontract for Circle City was executed on December 17, 1999. Brooke Water originally acquired the entitlement from Consolidated Water Utilities (Maricopa) in 1996 through bankruptcy proceedings.
- 12 This amount includes Amendment No. 1 to Community Water Company of Green Valley's CAP subcontract executed on May 27, 1997, increasing its entitlement from 1,100 to 1,337 acre-feet per year in light of New Pueblo Water Company transferring its CAP water entitlement of 237 acre-feet to Community Water Company.
- 13 This amount includes Amendment No. 1 to the Town of Florence's CAP subcontract executed on February 2, 1995, increasing its entitlement from 1,641 to 2,048 acre-feet per year in light of Florence's acquisition of Arizona Sierra Utility Company's CAP water entitlement of 407 acre-feet.
- 14 This amount includes Amendment No. 1 to the City of Glendale's CAP subcontract executed on October 12, 1993, increasing its entitlement from 14,083 to 14,183 acre-feet per year in light of Glendale's assumption of 100 acre-feet of New River Utility's CAP entitlement.
- 15 The CAP allocation to City of Globe is to be reallocated pursuant to the San Carlos Apache Tribe Water Rights Settlement Act of 1992 to the San Carlos Apache Tribe, contingent upon satisfaction of the conditions contained in the Act.
- 16 This amount includes Amendment No. 1 to the City of Goodyear's CAP subcontract executed on October 26, 1999, increasing its entitlement from 2,374 to 3,381 acre-feet per year in light of McMicken Irrigation District assigning 1,007 acre-feet of its CAP M&I entitlement to Goodyear.
- 17 The subcontract for Town of Marana was executed on October 12, 1999. The Town of Marana acquired Cortaro-Marana Irrigation District's CAP allocation of 47 acre-feet.
- 18 This amount includes Amendment No. 1 to the City of Mesa's CAP subcontract executed on October 9, 1986, increasing Mesa's entitlement from 20,129 to 29,527 acre-feet per year in light of Mesa's acquisition of the water utility systems of Desert Sage Water Company, Desert Sands Water Company, and Crescent Valley Utility Company; Amendment No. 2 to Mesa's CAP subcontract executed on August 22, 1991, increasing Mesa's entitlement from 29,527 to 33,459 acre-feet in light of Mesa's acquisition of Turner Ranches Water Co.; Amendment No. 3 to Mesa's CAP subcontract executed on November 17, 1993, increasing Mesa's entitlement from 33,459 to 34,292 acre-feet in light of Mesa's assumption of Williams Air Force Base's CAP allocation; Amendment No. 4 to Mesa's CAP subcontract executed on December 20, 1995, increasing Mesa's entitlement from 34,292 to 34,888 acre-feet in light of Mesa's acquisition of 596 acre-feet of Queen Creek Irrigation District's CAP M&I allocation. Amendment No. 5 to Mesa's CAP subcontract executed on May 4, 2000, increasing Mesa's entitlement from 34,888 to

36,388 acre-feet in light of Mesa's acquisition of 1,500 acre-feet of ASLD's CAP water allocation.

- 19 The City of Tucson's original CAP allocation and subcontract was for 148,420 acre-feet. Amendment No. 1 to Tucson's subcontract executed on September 28, 1998, decreases Tucson's entitlement to 138,920 acre-feet per year after Tucson transferred 9,500 acre-feet to First Trust of Arizona: 8,858 acre-feet for Metropolitan Domestic Water Improvement District and 642 acre-feet for the Town of Oro Valley.
- 20 New River Utility Co. has transferred 100 acre-feet of its CAP water allocation to the City of Glendale and 374 acre-feet of its allocation to the City of Peoria. Amendment No. 1 to New River's subcontract, executed on September 27, 1993, decreases New River's entitlement from 2,359 to 1,885 acre-feet per year to reflect these transfers.
- 21 Allocation formerly held by Foothills Water Co. and later Canada Hills.
- 22 This amount includes Amendment No. 1 to the City of Peoria's CAP subcontract executed on July 11, 1989, increasing Peoria's entitlement from 15,000 to 17,849 acre-feet per year in light of Peoria's condemnation of the water utility system of Clearwater Water Co.; Amendment No. 2 to Peoria's CAP subcontract executed on September 27, 1993, increasing Peoria's entitlement from 17,849 to 18,233 acre-feet per year which reflects Peoria's assumption of 374 acre-feet of New River Utility Co.'s CAP allocation; Amendment No. 3 to Peoria's CAP subcontract executed on April 10, 2000, increasing Peoria's entitlement from 18,223 to 18,709 acre-feet per year in light of Peoria's assumption of 486 acre-feet of McMicken Irrigation District's CAP M&I allocation. Peoria is in the process of amending its CAP subcontract increasing Peoria's entitlement from 18,709 to 19,709 acre-feet per year in light of Peoria's assumption of 1,000 acre-feet of ASLD's CAP M&I allocation.
- 23 Figure for the year 2034. Formerly Inspiration Consolidated Copper Co. and Cyrcus Miami Mining Corp.
- 24 This amount includes Amendment No. 1 to the City of Phoenix's CAP subcontract executed on February 19, 1998, increasing its entitlement from 113,882 to 113,914 acre-feet per year which reflects the transfer by Berneil Water Co. of 32 acre-feet of its CAP entitlement.
- 25 As part of a corporate restructuring, E&R Water Company has assigned its CAP water entitlement of 161 acre-feet to Pine Water Company. The subcontract for Pine Water Company was executed on December 23, 1999. E&R Water Company was formerly Pine Improvement Association.
- 26 By subcontract executed on December 20, 1995, Queen Creek Water Company has acquired 348 acre-feet of Queen Creek Irrigation District's CAP M&I water entitlement.
- 27 The City of Scottsdale's original CAP allocation and subcontract was for 19,702 acre-feet. Amendment No. 1 to Scottsdale's CAP subcontract was executed on December 12, 1990, and increased Scottsdale's entitlement to 20,488 acre-feet per year in light of Scottsdale's acquisition of the water utility systems of Ironwood Water Company and North Valley Water Company. Amendment No. 2 to Scottsdale's CAP subcontract was executed on August 20, 1993, and increased Scottsdale's entitlement to 21,442 acre-feet per year in light of Scottsdale's acquisition of Carefree Ranch Water Co. Amendment No. 3 to Scottsdale's CAP subcontract was executed on January 21, 1994, and increased Scottsdale's entitlement to 26,437 acre-feet per year in light of Scottsdale's acquisition of the Town of Payson's CAP entitlement. Amendment No. 4 to Scottsdale's CAP subcontract was executed on December 8, 1994, and increased Scottsdale's entitlement to 26,576 acre-feet per year in light of Scottsdale's acquisition of Desert Ranch Water Co. Amendment No. 5 to Scottsdale's CAP subcontract was executed on September 27, 1996, and increased Scottsdale's entitlement to 34,203 acre-feet per year in light of Scottsdale's acquisition of the CAP entitlements of the City of Prescott (7,127 acre-feet) and the Yavapai-Prescott Indian Tribe (500 acre-feet). Scottsdale does not pay M&I capital charges to CAWCD for the 500 acre-feet assigned by the Yavapai-Prescott Indian Tribe, and that water is still considered Indian water for purposes of determining the allocation and repayment of CAP costs. The total allocation shown in the report represents M&I

water only and does not include the 500 acre-feet received from Yavapai-Prescott Indian Tribe. Amendment No. 6 to Scottsdale's CAP subcontract was executed on September 27, 1996, and increased Scottsdale's entitlement to 36,886 acre-feet per year in light of Scottsdale's acquisition of the CAP entitlement of Rio Rico Utilities, Inc. Amendment No. 7 to Scottsdale's CAP subcontract was executed on March 12, 1997, and increased Scottsdale's entitlement to 36,916 acre-feet per year in light of Scottsdale's acquisition of 530 acre-feet from Arizona State Land Department. Amendment No. 8 to Scottsdale's CAP subcontract was executed on March 12, 1997, and increased Scottsdale's entitlement to 41,197 acre-feet per year in light of Scottsdale's acquisition of the CAP entitlements of the City of Nogales (3,949 acre-feet) and Mayer Domestic Water Improvement District (332 acre-feet). Amendment No. 9 to Scottsdale's CAP subcontract was executed on April 29, 1998, and will increase Scottsdale's entitlement to 41,397 acre-feet per year in light of Scottsdale's acquisition of 200 acre-feet from Berneil Water Co. Amendment No. 10 to Scottsdale's CAP subcontract was executed on July 24, 1998, and will increase Scottsdale's entitlement to 45,297 acre-feet per year in light of Scottsdale's acquisition of an additional 3,900 acre-feet from Arizona State Land Department. Amendment No. 11 to Scottsdale's CAP subcontract was executed on August 24, 1998, and will increase Scottsdale's entitlement to 48,529 acre-feet per year in light of Scottsdale's acquisition of Camp Verde's CAP allocation of 1,443 acre-feet and Cottonwood's CAP allocation of 1,789 acre-feet. Scottsdale is in the process of amending its CAP subcontract which will increase Scottsdale's entitlement to 49,829 acre-feet per year in light of Scottsdale's acquisition of 1,300 acre-feet of BHP Copper's CAP water entitlement.

- 28 Formerly Ranchlands, Inc.
- 29 By subcontract executed July 10, 1998, Sun City Water Co. (Youngtown) has acquired Youngtown's CAP allocation of 380 acre-feet.
- 30 By subcontract executed on November 1, 1996, Surprise acquired 7,373 acre-feet of CAP M&I water from McMicken Irrigation District.
- 31 Vail Water Company formerly Del Lago Water Company.
- 32 In 1997, Water Utilities Community Facilities District (Apache Junction) acquired the Consolidated Water Utilities (Pinal County) entitlement through bankruptcy proceedings. This allocation was formerly held by Palm Springs Water Company.
- 33 Formerly West Phoenix Water Company.
- 34 Formerly Sunshine Water Company.

SUBCONTRACTS SIGNED BY NON-INDIAN CAP SUBCONTRACTORS

Agricultural

<u>NAME</u>	<u>DATE</u>	<u>ALLOCATION (% of ag. supply)</u>
1. Central Arizona IDD	Nov 21, 1983	18.01 ^{1/}
2. Chandler Heights Citrus ID	July 3, 1984	0.28 ^{1/}
3. Harquahala Valley ID	Nov 18, 1983	7.67 ^{2/}
4. HoHoKam ID	June 12, 1984	6.36 ^{3/}
5. Maricopa-Stanfield ID	Nov 21, 1983	20.48 ^{1/}
6. New Magma ID	Nov 21, 1983	4.34 ^{1/}
7. Queen Creek ID	Jan 26, 1984	4.83 ^{1/}
8. Roosevelt Water CD	April 24, 1985	5.98 ^{4/}
9. San Tan ID	June 29, 1984	0.77 ^{5/}
10. Tonopah ID	June 5, 1984	<u>1.98</u> ^{1/}
		70.70

NOTES:

- 1 Have waived rights to CAP water under their CAP subcontracts.
- 2 HVID allocation was acquired by the US to be used to settle Indian water rights claims. The US has converted or will convert the HVID allocation to a fixed entitlement of 33,251 acre-feet.
- 3 HoHoKam has assigned its CAP entitlement to the Cities of Phoenix, Scottsdale, Chandler and Mesa under an agreement recorded on December 21, 1993.
- 4 As part of the SRPMIC Settlement, RWCD assigned a total of 5,000 acre-feet of its CAP entitlement to Phoenix-area cities. By Notice dated August 14, 1992, RWCD relinquished the remainder of its CAP allocation to the US for the benefit of the Gila River Indian Community.
- 5 Has reduced its CAP entitlement from 0.77 to 0.034 percent.

CAP CONTRACTS SIGNED BY INDIAN ENTITIES

Indian

	<u>NAME</u>	<u>INTENDED USE</u>	<u>ALLOCATION (acre-feet per year)</u>
1.	Ak-Chin	Irrigation	58,300
2.	Camp Verde (Yavapai-Apache)	Tribal Homeland	1,200
3.	Fort McDowell	Tribal Homeland	4,300
4.	Gila River Indian Comm.	Irrigation	173,100
5.	Pascua Yaqui	Tribal Homeland	500
6.	Salt River	Irrigation	13,300
7.	San Carlos-Apache	Irrig. & Tr. Homeland	12,700
8.	Tohono O'Odham ^{1/}		
	Chui Chu	Irrigation	8,000
	San Xavier	Tribal Homeland	27,000
	Schuk Toak	Tribal Homeland	10,800
9.	Tonto-Apache	Tribal Homeland	128
10.	Yavapai-Prescott ^{2/}	Tribal Homeland	<u>500</u>
			309,828
			or 100% of the CAP supply allocated to Indian entities

NOTE:

- 1 Formerly Papago Tribe
- 2 The Yavapai-Prescott Indian Tribe assigned its CAP allocation to the City of Scottsdale. However, that 500 acre-feet will continue to be treated as Indian water for purposes of determining the allocation and repayment of CAP costs.

SUBCONTRACTS DECLINED/TERMINATED BY NON-INDIAN ENTITIES

Municipal and Industrial

<u>NAME</u>	<u>ALLOCATION</u> <u>(acre-feet per year)</u>
1. Arizona Game and Fish Dept.	324 ^{1/}
2. Arizona Public Service	21,609 ^{2/}
3. ASARCO Inc., Mission Mine	0 ^{1/}
4. ASARCO Inc., Pima Mine (Formerly Cyprus-Pima)	5,339 ^{1/}
5. ASARCO Inc., (Ray Mine)	1,610 ^{3/}
6. Black Canyon Water Improvement Dist. (Formerly Trails End Water Serv.)	226
7. Cyprus, Sierrita Mine (Formerly Duval)	8,549 ^{1/}
8. Maricopa Mtn. Water Co.	108
9. Miami-Claypool (AZ Water Co.)	1,829
10. The Park Company	4,444 ^{2/}
11. Phelps-Dodge Corp.	14,665 ^{4/}
12. Salt River Project	<u>21,609</u> ^{2/}
	<u>80,312</u> ^{5/}

NOTES:

- 1 Figure for the year 2034.
- 2 Figure for the year 2034. Entity signed its CAP water service subcontract and later terminated it.
- 3 ASARCO elected to contract for 21,000 acre-feet of its original 22,610 acre-feet allocation of CAP water. Thus, ASARCO declined 1,610 acre-feet of its allocation.
- 4 Figure for the year 2034. The CAP allocation to Phelps Dodge Corp. is to be reallocated pursuant to the San Carlos Apache Tribe Water Rights Settlement Act of 1992 to the San Carlos Apache Tribe, contingent upon satisfaction of the conditions contained in the Act.
- 5 Of this 80,312 acre-feet of "declined" M&I water, it is anticipated that 65,647 acre-feet will be available for reallocation. (The Phelps-Dodge allocation may not be available for reallocation for the reasons given in note 4 above. Accordingly, 14,665 acre-feet may be subtracted from the 80,312 figure; leaving a total balance of 65,647 acre-feet estimated to be available for reallocation.)

SUBCONTRACTS DECLINED BY NON-INDIAN ENTITIES

Agricultural

<u>NAME</u>	<u>ALLOCATION</u> <u>(% of ag. supply)</u>
1. Arcadia Water Company	0.13
2. Avra Valley ID	3.69
3. Cortaro-Marana ID	2.14
4. Farmers Investment Co	1.39
5. Kemper Marley, Jr	0.04
6. La Croix	0.04
7. McMicken ID	7.28
8. MCMWCD #1	4.66
9. W.E. Rood	0.04 ^{1/}
10. Roosevelt ID	2.61
11. Salt River Project	2.97
12. U.S. Forest Service	<u>0.22</u>
	25.21

Note:

- 1 ADWR determined that Rood's lands were ineligible for CAP agricultural water.

EXHIBIT C

A-1

Lots 1 through 41, and Tracts A through J, of STRAWBERRY HOLLOW,
PHASE 1, according to the plat of record in the office of the
County Recorder of Gila County Arizona, recorded in Map No. ~~732~~
A7B.

EXHIBIT "A"

NO. 236-333-1302287

thence Northeasterly along said Northwesterly lines and arc of said curve, 122.26 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 71 degrees 32 minutes 04 seconds East, along the North line of said Parcel "C1", 34.03 feet to the Northeast corner of said Parcel "C1", being a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 06 degrees 57 minutes 34 seconds West, along the East line of said Parcel "C1", a distance of 11.07 feet to the Northwest corner of Parcel "C2" of said Map, being a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 71 degrees 32 minutes 04 seconds East, along the North line of said Parcel "C2", 196.65 feet to the Northeast corner of said Parcel "C2" and a point on the West Right-of-Way line of State Route 87, being a P.C. of a non-tangent curve to the left, concave to the Northeast, having a central angle of 01 degrees 31 minutes 40 seconds, a radius of 1500.00 feet and a radial bearing into the P.C. of South 72 degrees 07 minutes 19 seconds West and a 1/2" rebar with brass tag, R.L.S. #24516;

thence Southeasterly along said West Right-of-Way line and arc of said curve, 40.00 feet to the POINT OF BEGINNING.

EXCEPT Parcel "C2".

PARCEL NO. 4:

An easement for ingress, egress and utilities over that portion of Parcel One, according to Record of Survey/Minor Land Division Survey Map No. 1579, records of Gila County, Arizona, more particularly described as follows:

That portion shown as Parcel "C2", according to Record of Survey/Lot Line Adjustment Survey Map No. 1938, records of Gila County, Arizona.

PARCEL NO. 5:

An easement for ingress, egress, public utilities and well site over that portion of the Southeast quarter of Section 26, Township 12 North, Range 8 East of the Gila and Salt River Meridian, Gila County, Arizona, and a portion of Parcel Three, Record of Survey/Minor Land Division Survey Map No. 1524, Gila County Records, more particularly described as follows:

BEGINNING at the Northwest corner of Parcel Three as shown on Record of Survey/Minor Land Division, Map No. 1524, Gila County Records, being a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 78 degrees 21 minutes 02 seconds East, along the North line of said Parcel Three, 50.38 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY:
DATE: 03/20/2001 TIME: 01:58 PAGE #: 0037 OF 0042 FEE #: 2001 3946

EXHIBIT "A"

NO. 236-333-1302287

thence South 00 degrees 42 minutes 17 seconds East, leaving said North line, 7.78 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 25 degrees 50 minutes 58 seconds East, 25.45 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 00 degrees 56 minutes 13 seconds West, 67.59 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 13 degrees 20 minutes 53 seconds East, 19.62 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 30 degrees 51 minutes 00 seconds East, 22.34 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 40 degrees 07 minutes 27 seconds East, 46.09 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence South 89 degrees 56 minutes 31 seconds West, 20.91 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 40 degrees 07 minutes 27 seconds West, 33.93 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 30 degrees 51 minutes 00 seconds West, 26.10 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 13 degrees 20 minutes 53 seconds West, 24.09 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 00 degrees 56 minutes 13 seconds East, 65.62 feet to a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 89 degrees 43 minutes 20 seconds West, 44.58 feet to a point on the West Line of said Parcel Three, being a 1/2" rebar with brass tag, R.L.S. #24516;

thence North 00 degrees 16 minutes 40 seconds East, along said West Line, 24.00 feet to the POINT OF BEGINNING.

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY:
DATE: 03/20/2001 TIME: 01:58 -PAGE #: 0038 OF 0042 FEE #: 2001 3946

EXHIBIT D

Test Summary

Strawberry Hollow SH-2 24hr. testing

Well Name: SH-2 Pumping Rate: 30gpm
Date: 4/21/00 Test Conducted By: Aero Drilling
Pump setting: 215ft. Duration: 1440min.
STATIC WATER LEVEL: 21ft.
Available drawdown: 194ft. Max. Observed Drawdown: 43.8ft.

Final Specific Capacity: .69gpm/ft drawdown

Estimated Transmissivities:

Pumping: 1,320gpd/ft
Recovery: 3,046gpd/ft

Average: 2,183gpd/ft

1.7a

Strawberry Hollow Well SH-2 24hr. Pump Test: April 2000

Time elapsed min	water level	drawdown	gpm	Sc
	21 static			
1	22	1.0	30	30.00
2	23.2	2.2	30	13.64
3	23.5	2.5	30	12.00
4	23.55	2.6	30	11.76
5	23.6	2.6	30	11.54
6	23.65	2.7	30	11.32
7	23.7	2.7	30	11.11
8	23.75	2.8	30	10.91
9	23.75	2.8	30	10.91
10	23.8	2.8	30	10.71
12.5	23.9	2.9	30	10.34
15	24	3.0	30	10.00
17.6	23.95	3.0	30	10.17
20	24.1	3.1	30	9.68
25	24.15	3.2	30	9.52
30	24.2	3.2	30	9.38
35	24.3	3.3	30	9.09
40	24.35	3.4	30	8.96
50	24.55	3.6	30	8.45
60	24.65	3.7	30	8.22
70	24.75	3.8	30	8.00
80	24.85	3.9	30	7.79
90	24.95	4.0	30	7.59
100	25.1	4.1	30	7.32
120	25.3	4.3	30	6.98
150	25.5	4.5	30	6.67
180	25.75	4.8	30	6.32
210	26	5.0	30	6.00
240	26.25	5.3	30	5.71
300	26.75	5.8	30	5.22
360	27.1	6.1	30	4.92
480	27.9	6.9	30	4.35
600	28.7	7.7	30	3.90
840	30.3	9.3	30	3.23
1080	47.2	26.2	30	1.15
1200	55.65	34.7	30	0.67
1260	59.25	38.3	30	0.78
1320	61.47	40.5	30	0.74
1380	63.15	42.2	30	0.71
1440	64.75	43.8	30	0.69

PUMP OFF

WT	t	wt	s'
1441.0	1	50.40	29.40
721.0	2	41.00	20.00
481.0	3	35.50	14.50
361.0	4	32.45	11.45
289.0	6	31.20	10.20
208.7	7	30.20	9.20
145.0	10	30.00	9.00
97.0	15	29.80	8.80
73.0	20	29.65	8.65
49.0	30	29.45	8.45
25.0	60	28.80	7.80