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AZ CORP COMMISSION
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BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL
Chairman

JIM IRVIN
Commissioner

MARC SPITZER
Commissioner

MIKE GLEASON
Commissioner

JEFF HATCH-MILLER
Commissioner

Arizona Corporation Commission

DOCKETED

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IN THE MATTER OF THE APPLICATION
OF ICR WATER USERS ASSOCIATION,
INC. FOR AN EXTENSION FOR ITS
CERTIFICATE OF CONVENIENCE AND
NECESSITY

Docket No: W-02824A-01-0450

**ICR WATER USERS
ASSOCIATION, INC.'S
NOTICE OF COMPLIANCE
AND REQUEST FOR
EXTENSION**

On June 1, 2001, ICR Water Users Association, Inc. ("ICR") filed with the Arizona Corporation Commission ("Commission") an application for an extension of its Certificate of Convenience and Necessity ("CC&N") to provide public water utility service to various parts of Yavapai County.

On June 7, 2001, Harvard Simon I, L.L.C. ("Harvard") filed a Motion to Intervene. There were no objections to this motion.

On September 6, 2001, a full public hearing was convened before a duly authorized Administrative Law Judge of the Commission at its offices in Phoenix, Arizona. ICR, Harvard and Staff appeared with counsel.

On January 15, 2002, the Commission issued Decision No. 64360, granting ICR's

1 request for an extension of its CC&N, subject to certain conditions. These conditions are:

2 1. That ICR file with the Director of the Commission's Utilities Division
3 within 365 days of the effective date of Decision No. 64360:

4 a. a copy of the developer's water adequacy report for Phase I which is
5 to be issued by the Arizona Department of Water Resources;

6 b. a copy of the developer's Certificate of Approval to Construct with
7 the appropriate main extension agreement;

8 c. a copy of ICR's Yavapai County franchise for the extension area; and

9 d. an amended agreement between ICR and Harvard which provides that
10 ownership of the wells which Harvard has drilled for the purpose of providing water to the
11 extension area be transferred to ICR.

12 On June 14, 2002, Intervenor Harvard filed a copy of the water adequacy report for
13 Phase I of Talking Rock Ranch, issued by the Arizona Department of Water Resources.

14 ICR hereby submits the developer's Approval to Construct, attached hereto as
15 Exhibit A, as well as its franchise agreement with Yavapai County, attached hereto as
16 Exhibit B, in compliance with Commission Decision No. 64360.

17 ICR hereby also requests an extension of sixty (60) days from the January 15, 2003,
18 deadline to file an amendment to its Main Extension Agreement with Harvard providing,
19 in part, for the advance of production wells from Harvard to ICR, and to file a copy of the
20 relevant documents transferring ownership of the production wells from Harvard to ICR as
21 required by Commission Decision No. 64360.

1 RESPECTFULLY SUBMITTED this 13th day of January, 2003.

2 LEWIS AND ROCA LLP

3
4 By: Michael T. Hall

5 Thomas H. Campbell

6 Michael T. Hallam

7 40 N. Central Avenue

8 Phoenix, Arizona 85004

9 Attorneys ICR Water Users Association, Inc.

10 Original and thirteen (13) copies of
11 the foregoing hand-delivered
12 this 13th day of January, 2003, to:

13 ARIZONA CORPORATION COMMISSION

14 Docket Control

15 1200 W. Washington Street

16 Phoenix, Arizona 85007

17 Copy of the foregoing hand-delivered
18 this 13th day of January, 2003, to:

19 Marc E. Stern, Administrative Law Judge

20 Hearing Division

21 ARIZONA CORPORATION COMMISSION

22 1200 W. Washington Street

23 Phoenix, Arizona 85007

24 Patrick Williams, Compliance Manager

25 Utilities Division

26 ARIZONA CORPORATION COMMISSION

1200 W. Washington Street

Phoenix, Arizona 85007

LEWIS
AND
ROCA
LLP

LAWYERS

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Copy of the foregoing mailed this
13th day of January, 2003, to:

Jay Shapiro
Patrick Black
FENNEMORE CRAIG
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attorneys for Harvard Simon I, L.L.C.

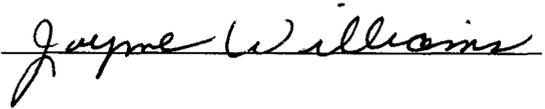


EXHIBIT A



**Yavapai County
Development Services Department**

Permitting & Compliance / Planning & Design Review / Flood Control
500 S. Marina Street, Prescott, AZ. 86303 / 10 S. 6th Street, Cottonwood, AZ. 86326
(520) 771-3214 (520) 639-8151

CERTIFICATE OF APPROVAL TO CONSTRUCT WATER FACILITIES

Page 1 of 2

Y. C. E. S. File No: 2001-1276	
System Name: Inscription Canyon Ranch Water	13-303
System Owner/Address: Inscription Canyon Ranch Water Users, P. O. Box 4413, Prescott, AZ 86302	
Project Name: Talking Rock Ranch	
Project Owner/Address: Talking Rock Land, LLC, 7600 Doubletree Ranch Rd, Ste 220, Scottsdale, AZ 85258	
Project Location: Prescott, Arizona	
Project Description: Extend existing water distribution system by 6,565 LF of 6"; 12,174 LF of 8"; 9,264 LF of 10" and 11,932 LF of 12" water line to serve Talking Rock Ranch Subdivision, lots 1-198. Storage tank, booster pump, and well pump will be reviewed by ADEQ. The Approval to Operate for the distribution lines will not be issued until the Approval to Operate has been issued by ADEQ.	

Approval to construct the above-described facilities, as represented in the approved plan documents on file at Yavapai County Environmental Services, is hereby subject to the following Provisions:

1. Construction shall be in accordance with plans and specifications stamped **APPROVED FOR CONSTRUCTION, YAVAPAI COUNTY ENVIRONMENTAL SERVICES,** which are dated and signed by the authorized Environmental Unit staff.
2. The Project Owner shall notify Environmental Unit when construction of the project begins to allow for inspection during construction per A.R.S. §49-104.B.10.

Provisions 3- 8 are continued on Page 2.

The state law, A. R. S. §49-104.b.10, requires that construction of the project must be in accordance with rule and regulations of Yavapai County Development Services, Environmental. If construction has not started within one year of the date of this approval, this certificate will be void and a written extension of time shall be required.


 _____ *Sept. 16, 01*
 Date Approved
 William Frank, RS, Manager
 Environmental Unit

cc: Y.C.E.S. File No: 2001-1276
 Project Owner: Talking Rock Land, LLC
 System Owner: Inscription Canyon Ranch Water Users
 Engineer: Shephard-Wesrützer Engineering
 ADEQ- Engineering Review Database

3. The Project Owner shall retain the services of a professional engineer before starting project construction to provide detailed construction inspection of this project. Upon completion of construction, the engineer shall fill out the Engineer's Certificate of Completion and forward it to the Environmental Unit staff with sealed "As-Built" plans, construction and test data. "clouding" or other effective identification method shall conspicuously identify the changes shown in the "as-built" plans. Upon receipt of these materials, the Environmental Unit staff will review the file and if in order, issue an APPROVAL TO OPERATE.
4. The Project Owner shall not begin operation of the newly constructed facility until an APPROVAL TO OPERATE is issued by the Department.
5. Approval to Construct is based on plans submitted by Shephard-Wesnitzer Engineering, signed by John R. Wesnitzer, PE, and dated August 8, 2001.
6. Microbiological testing must be completed in accordance with AWWA requirements.
7. System must have an agreement with an appropriate Certified Operator for system operation.
8. Isolation valves will be installed on either side of the Cooper Wash crossings. The 105' of scour protection addresses those parts of the water line in the floodway. The remaining areas are in the flood fringe and do not require protection.



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Northern Regional Office - 1515 East Cedar, Suite F
 Flagstaff, AZ 86004
 (520) 779-0313 1-877-602-3675

Governor
 Jane Dee Hull
 Jacqueline K. Schafer
 Director

CERTIFICATE OF APPROVAL TO CONSTRUCT NEW WELL OR SOURCE			
DISTRIBUTION	PROJECT ENGINEER	PROJECT OWNER	COUNTY
ORGANIZATION NAME MAIL ADDRESS CITY/STATE/ZIP	Shepard-Wesnitzer Inc John Wesnitzer PO Box 3824 Sedona, AZ 86340	Douglass R. Zuber, Talking Rock Land LLC 7600 Doubletree Ranch Rd Ste 220 Scottsdale, AZ 85258	Yavapai
SYSTEM NAME	Talking Rock Ranch		ADEQ FILE NO 20010506
PROJECT LOCATION	Latitude 34°45'30"N, Longitude 112°34'30" Township 16N, Range 3W, Section 15, 16, 21, 22 Williamson Valley Rd 12 mi North of Prescott		SYSTEM NO 13-303
DESCRIPTION	Construct New Well, 300,000 gal storage tank, Pneumatic tank and booster pumps.		LTF 23871

Approval to construct the above-described facilities as represented in the approved plans documents on file with the Arizona Department of Environmental Quality, is hereby given subject to the following provisions:

1. Notice shall be given to the Northern Regional Office (NRO) in Flagstaff (1-877-602-3675) and to the appropriate county department when construction of the project begins to allow for inspection during construction per A.R.S. 49-104.B.10. Contact Jim Jones [ext. 2715] at least seven day prior the start of construction, and again at least ten days before the end of construction.
2. The project owner shall contact a professional engineer as soon as possible to provide detailed construction inspection of this project (R18-9-805). Upon completion of construction, the retained professional engineer shall send to NRO the following:
 - A. Engineer's Certificate of Completion (attached).
 - B. Sealed As-Built plans with construction specification.
 - C. All construction test data including well pump test data, pressure and leak test, disinfection testing results certified by the engineer.
 - D. An operator, who is certified by the Department at a grade appropriate for the facility, is employed to operate the potable water distribution system.

After receipt of the items outlined above, NRO will review the file and, if in order, will issue an Approval of Construction.

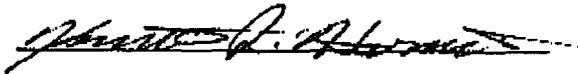
3. Operation of a newly constructed facility shall not begin until an Approval of Construction is issued by the Department per A.A.C. R18-4-507.A. Failure to comply with A.A.C. R18-4-507.A. will result in a Notice of Violation (NOV).
4. A minimum pressure of 20 psi shall be provided at all points in the distribution lines at all times.
5. All materials and products that come into contact with drinking water or drinking water treatment chemicals must comply with NSF Standard 61. Any "or equal" substitution shall also meet NSF Standard 61. Materials which do not meet NSF Standard 61 may be considered if they otherwise comply with A.R.S. § 49-353.01.
6. This certificate voids and supersedes all previous "Approvals to Construct" issued previously for this file number.
7. Water line sewer line separation shall meet A.A.C. R18-4-502 and/or R18-9-811 whichever is more restrictive. The separation requirements of A.A.C. R18-4-502 shall extend to all water line services and sewer line services within the right-of-way. Separation of water and sewer line on private property shall meet the requirements of the Uniform Plumbing Code.
8. Source monitoring approval in accordance with A.A.C. R18-4-201 et seq, must be completed for well #2 prior to issuing and Approval of

Construction. If any constituents in the source approval exceed the maximum contaminant level, this Approval to Construct becomes null and void.

A.R.S. § 49-104.B.10 requires that construction of the project be in accordance with rules and regulations of the Arizona Department of Environmental Quality. If construction has not started within one year of the date of this issue, or there is a halt in construction of more than one year or construction is not completed in three years, this certificate will be void and a written extension of time shall be required (R18-4-505.F).

DATE APPROVED: 10-17-01

KH1:kh1



Kurtis J. Harris, P.E.
Water Quality Design Review Manager
ADEQ/NRO

EXHIBIT B

Public Works/Dama Bunn

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Water Franchise Agreement
ICR Water Users Association, Inc.

3366334 BK 3846 PG 225
Yavapai County
Patsy Jenney-Colon, Recorder
07/10/2001 03:07P PAGE 1 OF 9
YAVAPAI CO DEV SERVICES
RECORDING FEE 0.00
SURCHARGE 0.00
POSTAGE 0.00

FEE
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BEFORE THE BOARD OF SUPERVISORS
OF
YAVAPAI COUNTY, ARIZONA

In the Matter of the Application of)
)
ICR Water Users Association, Inc.) FRANCHISE
)
for a water franchise)

WHEREAS ICR Water Users Association, Inc filed its application pursuant to A.R.S. §40-283, for a water franchise to construct and/or maintain and operate water lines for a period of fifteen (15) years, along, upon, under and across public highways, roads, alleys and thoroughfares (excepting State Highways) within that portion of Yavapai County, Arizona, described as follows:

EXHIBIT A

LEGAL DESCRIPTION
ICR WATER USERS ASSOCIATION, INC.
INSCRIPTION CANYON

The west half of Section 11, Township 16 North, Range 3 West, Gila and Salt River Base and Meridian;

Sections 15, 16, 21, 22 and 27, Township 16 North, Range 3 West, Gila and Salt River Base and Meridian;

The Southwest quarter of Section 26, Township 16 North, Range 3 West, Gila and Salt River Base and Meridian;

The easterly 1,500 feet of Section 17; Township 16 North, Range 3 West, Gila and Salt River Base and Meridian, lying northeasterly of the United States Department of the Interior Bureau of Reclamation's electric transmission right of way;

The Northerly one-half of Section 28, Township 16 North, Range 3 West, Gila and Salt River Base and Meridian;

The Northwesterly portion of Section 33, Township 16 North, Range

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Water Franchise Agreement
ICR Water Users Association, Inc.

3 West, Gila and Salt River Base and Meridian, the Southeasterly line of said portion being measured from a point on the east line of said Section 33, lying 1,000 feet southerly of its northeast

corner to a point on the south line of said Section 33, lying 1,000 feet easterly of its southwest corner.

LEGAL DESCRIPTION
ICR WATER USERS ASSOCIATION, INC.
WHISPERING CANYONS

A portion of Sections 33 and 34, Township 16 North, Range 3 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the corner common to Sections 27, 28, 33 and 34 of Township 16 North, Range 3 West of the Gila and Salt River Base and Meridian, monumented with a brass cap stamped "W.J. Cheek: P.E. No. 2398";

Thence along the line common to Sections 33 and 34, South 00 degrees 23 minutes 28 seconds West, 382.57 feet;

Thence departing the line common to Sections 33 and 34, South 55 degrees 49 minutes 36 seconds West, 5,326.57 feet;

Thence South 89 degrees 47 minutes 13 seconds West, 1,051.14 feet, to the West line of Section 33;

Thence along the West line of Section 33, South 00 degrees 12 minutes 47 seconds East, 1,992.80 feet, to the Southwest corner of Section 33, monumented with a General Land Office Survey brass cap;

Thence along the South line of Section 33, South 89 degrees 38 minutes 18 seconds East, 2,710.90 feet, to the South quarter corner of Section 33, monumented with a General Land Office Survey brass cap;

Thence continuing along the South line of Section 33, South 89 degrees 43 minutes 13 seconds East, 2,705.54 feet, to the Southeast corner of Section 33 and the Southwest corner of Section 34, monumented with a General Land Office Survey brass

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Water Franchise Agreement
ICR Water Users Association, Inc.

cap;

Thence along the South line of Section 34, South 87 degrees 44 minutes 28 seconds East, 2,693.48 feet, to the South quarter corner of Section 34, monumented with a General Land Office Survey brass cap;

Thence continuing along the South line of Section 34, South 87 degrees 50 minutes 49 seconds East, 1,547.40 feet;

Thence departing the South line of Section 34, North 45 degrees 32 minutes 06 seconds East, 249.67 feet;

Thence North 46 degrees 27 minutes 18 seconds East, 227.64 feet;

Thence North 28 degrees 06 minutes 24 seconds West, 95.72 feet;

Thence North 40 degrees 18 minutes 23 seconds West, 149.00 feet;

Thence North 57 degrees 38 minutes 52 seconds West, 261.34 feet;

Thence North 51 degrees 03 minutes 55 seconds West, 98.30 feet;

Thence North 23 degrees 31 minutes 58 seconds West, 107.05 feet;

Thence North 39 degrees 49 minutes 43 seconds West, 576.55 feet;

Thence North 89 degrees 59 minutes 59 seconds West, 332.00 feet;

Thence North 57 degrees 35 minutes 51 seconds West, 111.89 feet;

Thence North 31 degrees 49 minutes 09 seconds West, 253.35 feet;

Thence North 23 degrees 51 minutes 50 seconds East, 96.11 feet;

Thence North 68 degrees 53 minutes 54 seconds East, 385.86 feet;

Thence North 33 degrees 26 minutes 09 seconds East, 493.95 feet to the Southwesterly line of the Western Power authority electrical power transmission line;

Thence along said Southwesterly line, North 31 degrees 52 seconds 34 minutes West, 957.74 feet;

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Water Franchise Agreement
ICR Water Users Association, Inc.

Thence departing said Southwesterly line North 64 degrees 52 minutes 55 seconds East, 453.56 feet;

Thence North 25 degrees 09 minutes 04 seconds East, 559.18 feet;

Thence North 78 degrees 37 minutes 30 seconds East, 520.03 feet;

Thence North 58 degrees 10 minutes 11 seconds East, 813.86 feet;

Thence South 84 degrees 51 minutes 52 seconds East, 90.87 feet to a point on the Westerly right of way of Williamson Valley Road (a.k.a. Prescott-Simmons Highway), per the map filed and recorded in Book 10 of Maps, page 17 in the Office of the Recorder of Yavapai County, said point being a point of curvature;

Thence along the Westerly right of way, along a curve to the right, having a chord bearing North 05 degrees 02 minutes 17 seconds West, a chord length of 642.38 feet, a radius of 1,959.86 feet, a central angle of 18 degrees 51 minutes 53 seconds and an arc length of 645.29 feet (recorded as having a radius of 1,959.86, a central angle of 18 degrees 52 minutes and an arc length of 645.35 feet);

Thence continuing along the West right of way, North 04 degrees 24 minutes 08 seconds East, (recorded as North 04 degrees 21 minutes East) 554.93 feet, to a point on the North line of Section 34;

Thence along the North line of Section 34 North 88 degrees 21 minutes 20 seconds West, 2,488.09 feet, to the North quarter corner of Section 34 monumented with brass cap stamped "W.J. Cheek; P.E. No. 2398";

Thence continuing along the North line of Section 34, North 88 degrees 20 minutes 49 seconds West, 2,738.88 feet to the POINT OF BEGINNING.

Except the Northerly 100 feet of the Westerly 100 feet of the Northwest quarter of said Section 34.

and that said subdivision is contiguous to a portion of the area described in Exhibit A above which area is not within the limits of any incorporated city or town, and,

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Water Franchise Agreement
ICR Water Users Association, Inc.

WHEREAS, this is the time and place set for hearing of said application and due and regular notice was given by publication of notice once a week for three consecutive weeks prior to this time of hearing and proof of publication has been filed herein, and

WHEREAS, all protests to granting such application have been considered, the Board of Supervisors of Yavapai County, Arizona, hereby grants to the ICR Water Users Association, Inc. the right, privilege, license and franchise to construct, maintain and operate water delivery systems for a period of fifteen (15) years from the date hereof, along, upon, under and across the public highways of Yavapai County, Arizona, within the above described area of Yavapai County, which area is not within the limits of any incorporated city or town, upon the following terms and conditions:

RESTRICTIONS AND LIMITATIONS

1. All rights and privileges hereunder are granted under the express condition that the Board of Supervisors shall have the power at any time to impose such additional and further restrictions and limitations and to make such regulations on such highways, roads, thoroughfares, alleys, and public ways as may be deemed best for the public safety, welfare and convenience. No construction of improvements within a County road right-of-way shall be made without a permit from the Yavapai County Engineer first being obtained.

2. Grantor will notify Grantee if Grantor determines that any lines are located at a depth which interferes with road maintenance. Any such lines shall be buried at a sufficient depth upon receipt of notice. In the event that water lines must be relocated due to road construction or because of inadequate depth, the Grantee shall bear the cost of such relocation.

3. All rights and privileges hereunder shall be exercised so as to not interfere or conflict with any easements or rights-of-way heretofore granted by said Board of Supervisors and now in force.

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Water Franchise Agreement
ICR Water Users Association, Inc.

4. All equipment and facilities constructed, installed, erected, used and maintained under this franchise shall in all respects be adequate, sufficient and substantial in design and workmanship and shall be so located, erected and maintained so as not to interfere with the full and free use and enjoyment of the public and so not to endanger life or property.

5. All rights and privileges hereunder shall be exercised so as not to interfere or conflict with any easement, either public or private, of whatsoever nature, which has been acquired in or to the proper use of said highways, roads, thoroughfares, alleys and public ways, or any portion thereof.

6. Grantee shall bear all expenses, including damages and compensation to any aggrieved third parties, incurred or expended for the alteration of the course, direction, surface, grade or alignment of any of the said highways, roads, thoroughfares, alleys, and public ways necessarily made by or for Grantee for the purpose of exercising any right under this franchise, and said Grantee shall indemnify and hold harmless the County of Yavapai and the Board of Supervisors thereof from any and all suits, claims, damages and judgments resulting from injuries to persons or property due to the placing, location and maintenance of equipment and facilities upon, in or under the provisions hereof. Grantee shall maintain its equipment and facilities at its own cost and expense and will make all necessary repairs from time to time as the same may be needed without the necessity of notice from Yavapai County.

7. The Grantee shall be required to secure and maintain in force for the duration of the franchise general comprehensive liability insurance insuring against all damages charged to the County or the Grantee resulting from the installation, development, maintenance or expansion of the Grantee's system, as follows:

(a) Five Hundred Thousand Dollars (\$500,000) for bodily injury or death to any one person with an aggregate limit for any one occurrence of One Million Dollars (\$1,000,000) for bodily injury or death.

(b) Two Hundred Fifty Thousand Dollars (\$250,000) for property damage resulting from any one accident.

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Water Franchise Agreement
ICR Water Users Association, Inc.

(c) Fifty Thousand Dollars (\$50,000) for all other types of liability.

Yavapai County, Arizona, shall be named on the aforesaid policy as a coinsured, or added thereon by endorsement as a named insured. A certificate of insurance as well as a copy of the policy shall be filed with the Public Works Director. The certificate shall provide that if the policy shall be cancelled by the insurance company or the Grantee during the term of the policy, ten (10) days written notice prior to the effective date of such cancellation shall be given the Public Works Director of Yavapai County, Arizona.

8. This franchise shall not be deemed to be exclusive and the Board of Supervisors hereby expressly reserves the right and power from time to time to grant similar franchises and privileges over the same territory and highways, roads, thoroughfares, alleys, and public ways.

9. Grantee certifies that all water and sewer operations shall be supervised by a duly authorized local operator, whose name, address, and phone number shall be kept in the records of the Public Works Director. Grantee shall notify the Public Works Director of any operator changes.

10. Grantee shall notify the Public Works Director of any assignment of this franchise, including assignee's name, address and phone number.

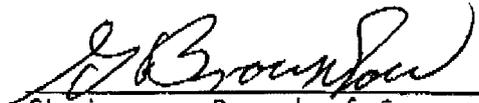
11. Grantee shall apply for renewal of this franchise not less than sixty (60) days prior to its expiration. In the event required notice, public hearings and official action cannot be taken prior to expiration due to no fault of Grantee, this franchise shall continue until final action by Grantor has been taken.

12. This franchise is granted upon the express condition subsequent that a Certificate of Convenience and Necessity be procured from the Arizona Corporation Commission within six months from the date of granting of this franchise; and if such Certificate is not granted within six months from said date, then this franchise to be void, otherwise to be in full force and effect for the time herein specified.

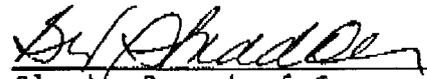
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Water Franchise Agreement
ICR Water Users Association, Inc.

Dated: July 2, 2001

ATTEST:



Chairman, Board of Supervisors



Clerk, Board of Supervisors

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Water Franchise Agreement
ICR Water Users Association, Inc.

ACCEPTANCE OF LICENSE

TO: The Clerk of the Board of Supervisors of Yavapai County

Pursuant to the Order of the Board of Supervisors of Yavapai County dated the 2nd Day of July, 2001

ICR WATER USERS ASSOCIATION, INC.

hereby accepts the license to construct and/or operate a water franchise within the authorized service area and under the terms specified in the license.

Dated July 2, 2001

This franchise agreement shall expire on July 2, 2015

By *AM Coaine*
Its: *President*

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

SUBSCRIBED AND SWORN TO before me by *Suzanne McCosine*
this *15th* day of *July*, ~~1995~~ *2001*

Raylene M. Junkins
Notary Public

My Commission Expires:

Oct. 31, 2004

