

ORIGINAL



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Beaver Dam Water Company  
P.O. Box 550  
Beaver Dam, Arizona 86432

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December 19, 2006

AZ CORP COMMISSION  
DOCUMENT CONTROL

DEC 29 2006

Arizona Corporation Commission  
DOCKETED

Linda A. Jaress  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, Arizona 85007

AZ CORP COMM  
Director Utilities

JAN -8 2007

DOCKETED BY	
<i>CSH</i>	<i>NR</i>

RE: Beaver Dam Water Company – Application of Certificate of CC&N to Provide Wastewater Service. Docket No. SW-03067A-06-0397.

**SECOND INSUFFICIENCY RESPONSE**

Dear Ms. Jaress,

Enclosed is a response to your letter of September 15, 2006. For reviewing purposes we Will respond to each of the items stated.

1. Please find enclosed the Franchise Agreement for wastewater treatment facilities for the Beaver Dam Water Company, granted by the Mohave County Board of Supervisors on November 6, 2006.
2. Council of Governments 208 Plan:

The sewer collection system for the first phase of Shadow Ridge has been approved by ADEQ. ADEQ has issued an Approval of Sanitary Facilities for Shadow Ridge, Phase 1. The treatment and disposal system design was completed and submitted to ADEQ. A 208 Consistency Review Form has been issued by ADEQ on July 21, 2006. A copy is attached.

The wastewater treatment system design for the project was a conventional extended aeration activated sludge system that could be expanded to provide treatment to the rest of the future subdivisions and other areas. Addition area was dedicated for those future expansions.

Shephard & Wesnitzer, Inc. Engineering was engaged to design a packed bed reactor wastewater treatment system as manufactured by Orenco System, Inc. These plants have been used throughout the United States to provide effective wastewater treatment. They are especially good for seasonal loading as it experienced in recreational and retirement settings such as this. They are pre-package with telemetry based control system that allows the alarm conditions to be reported to multiple remote locations. Considerable

troubleshooting and adjustment can be done by the operator remotely by Internet Web based applications. This is especially important for a system such as the one envisioned in this Application of Certificate of Convenience and Necessity that will include at least 3 major plant sites and perhaps some peripheral sites.

3. Please find enclosed Preliminary Design Report. SWI has not been contracted to prepare a Master Wastewater Design Report. However they have commented on the proposed collection and treatment system as it applies to these multiple sites.

Raw sewage is first treated by septic tanks. Those tanks can be located at the individual lot which then means effluent instead of raw sewage is being collected. Effluent lines do not have to have a minimum grade. Therefore the topographic limitations on gravity sewer lines are significantly reduced. Effluent can be easily pumped by reliable and long lasting pumps that require very little maintenance. That allows the pump to be on the lot rather than at a raw sewage lift station which is often a significant environmental and aesthetic problem. Therefore this system can be easily expanded to serve the areas of Scenic, Arvada and Beaver Dam.

4. As stated above the application for an individual APP was administratively complete but technical review had not begun when the developer elected to change to a superior plant for this application. SWI is in the process of revising the application and making a resubmittal. The only change being proposed is in the treatment and disposal process. The treatment level is being increased therefore no adverse impact is expected in the review process.

A drip irrigation system is proposed in place of conventional leach fields. This will allow and encourage the reuse of effluent. A disposal system is planned for the treatment plant but as the system expands disposal will occur in landscaped and open areas rather than at the treatment plant site.

SWI and development staff has met with ADEQ staff to confirm this. The application should be revised and back to ADEQ in a month. They have approximately 8 months of review time left as per Licensing Time Frame rules.

No work specifically for the other two sites has been completed. This first phase of work is being setup and done to maximize the potential for expansion here and elsewhere. This will simplify operation and maintenance for the operator.

5. As stated above, design plans have not been revised for Shadow Ridge, Phase 1 and none have been prepared for the other two sites. A copy of the design plans for the original submittal has been enclosed in the Preliminary Design Report. As stated above a revised design is being completed using Textile Filters by Orenco Systems Inc. A textile filter for a system less than 3,000 gpd is covered by an ADEQ General Permit in R18-9-A312.

This is much larger scale system but does indicate that this manufacturer's equipment has proven track record in Arizona.

6. Please find enclosed Wastewater System Economical Analyst and Cost Estimate Worksheet by Richard Jex / Orenco Systems, Shadow Ridge Residential Project. Although Engineering and permitting for Shadow Ridge is further along than Beaver Dam Ranch residential Project, we believe the Beaver Dam Ranch will be able to use the same Economic Analysis.

7. Wastewater Customers:

Scenic / Shadow Ridge Subdivision:

First Year	67 Residential
Second Year	392 Residential (325 new Customers)
Third Year	582 Residential (190 new Customers)
Fourth Year	812 Residential (230 new Customers)
Fifth Year	1,012 Residential (200 new Customers)

Littlefield / Beaver Dam Ranch Subdivision:

First Year	0 Residential
Second Year	100 Residential
Third Year	352 Residential / 2 Commercial (254 new Customers)
Fourth Year	555 Residential / 3 Commercial (204 new Customers)
Fifth Year	755 Residential / 3 Commercial (200 new Customers)

8. Estimated Annual Wastewater revenues based on Monthly \$60.00 per month.

	<u>Scenic Area</u>	<u>Littlefield Area</u>	<u>Annual Revenue</u>
First Year	67	0	\$ 48,240
Second Year	392	100	\$ 354,240
Third Year	582	354	\$ 673,920
Fourth Year	812	558	\$ 986,400
Fifth Year	1,012	758	\$ 1,274,400

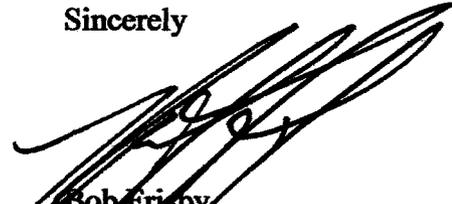
9. Please find enclosed a copy of the agreement between Millennia Investment Corp. conveying the necessary Wastewater infrastructure to the Beaver Dam Water Company.
10. Please find enclosed Mohave County Area Plan and documentation for Vista Verde/ Scenic Investments requests for service. Of the approximately 8,320 acres, Shadow Ridge is made up of 45+60+30 (135 acres), American Lands 1,900 acres and Vista Verde/ Scenic Investments 39 acres. And the majority of the left over 6,246 acres are found to be

BLM/AZ. Reason for boundary is to keep CC&N Sewer same as CC&N Water. The majority of land owners have requested Beaver Dam Water CC&N Sewer.

11. The Beaver Dam Water Company will not serve Wastewater outside of its CC&N water service area.
12. Please find enclosed a copy of the agreement between Millennia Investment Corp. conveying the necessary Wastewater infrastructure to the Beaver Dam Water Company.
13. Yes, the Wastewater and Water operations will be managed together. We feel that 40% operational costs will be for water and 60% wastewater. Beaver Dam Water currently has sufficient staff to handle both water and waste and as it grows so will the staff.

If you have any further questions regarding this application, please do not hesitate to call 928-347-5000.

Sincerely



Bob Frisoy  
Beaver Dam Water Company

**FRANCHISE AGREEMENT  
and  
FRANCHISE  
for  
PUBLIC SERVICE CORPORATIONS**

Date of Franchise: 11-06-2006  
Term of Franchise: 25 years  
Renewal Date Option: 11-06-2031

This is a Franchise Agreement between the County of Mohave, State of Arizona, and Beaver Dam Water Company, authorizing the location, construction, maintenance and operation of Waste Water Treatment Facilities within the unincorporated areas of Mohave County. This Franchise specifically grants to Beaver Dam Water Company the privilege of using the Public Rights-of-Way and Easements of Mohave County in accordance with established policies, practices, and procedures of Mohave County and its several departments.

**RECITALS**

WHEREAS, the Mohave County Board of Supervisors has the duty and responsibility to protect the health, safety and welfare of the residents of Mohave County; and

WHEREAS, the Mohave County Board of Supervisors has the duty and responsibility to assure that Public Rights-of-Way and Easements of Mohave County are used in a responsible manner consistent with the best interests of the residents of Mohave County; and

WHEREAS, the Mohave County Board of Supervisors strives to authorize the use of the Public Rights-of-Way and Easements of Mohave County in a uniform manner among all users; and

WHEREAS, the Mohave County Board of Supervisors deems this form of Franchise Agreement and Franchise to be fair, reasonable and appropriate for Public Service Corporations;

NOW, THEREFORE, the Mohave County Board of Supervisors and Beaver Dam Water Company does hereby state, promise and agree as follows:

**SECTION 1. DEFINITIONS.**

As used in this Franchise Agreement and Franchise, the following terms have been agreed to have the meanings indicated:

- A. "Agreement" means this Franchise Agreement and Franchise.

- B. "Area of Jurisdiction" means that part of Mohave County for which this Franchise is granted.
- C. "Board" means the Mohave County Board of Supervisors.
- D. "County" means Mohave County, Arizona.
- E. "Emergency" means any occurrence that may arise without prior notice to Franchisee.
- F. "Franchise" means this Franchise Agreement and Franchise.
- G. "Franchisee" means Beaver Dam Water Company.
- H. "Franchising Authority" means the Mohave County Board of Supervisors.
- I. "Franchise Property" means all materials, equipment, and facilities of Franchisee located, constructed, maintained, and/or operated in the Public Rights-of-Way and Easements of Mohave County pursuant to the terms and conditions of this Franchise Agreement and Franchise.
- J. "Gross Annual Receipts" means any compensation derived from any Subscriber or User in payment for delivery of a product or services from Franchisee. This meaning shall not include any taxes collected by Franchisee and transmitted to a governmental agency, and it shall not include any amounts collected by Franchisee by virtue of the Franchise Fee provisions of this Franchise.
- K. "Intergovernmental Agreement" means the joint exercise of powers authorized by Title 11, Chapter 7, Article 3 of Arizona Revised Statutes.
- L. "Public Rights-of-Way and Easements" means that real property located within unincorporated areas of Mohave County within which the Mohave County Board of Supervisors has the power and authority to grant a Franchise.
- M. "Rights-of-Way and Easements" shall mean the surface of, the space above, and the space below the Public Rights-of-Way and Easements reasonably necessary to construct, operate, and maintain the Franchise Property.
- N. "Service Area" means the unincorporated areas of Mohave County in which the Franchisee delivers the service for which this Franchise is granted.
- O. "Subscriber or User" means any person or entity receiving, for any purpose, the services of the Franchisee.

## **Section 2. GRANTING OF FRANCHISE.**

A non-exclusive Franchise is hereby granted to Franchisee for the purpose of locating, constructing, and maintaining Franchise Property in the unincorporated area of Mohave County. This Franchise shall include the authority, privilege, and power to construct, operate, and maintain all necessary Franchise Property in, over, under, across, and upon the Public Rights-of-Way and Easements consistent with the terms and conditions of this Franchise.

## **Section 3. TERM OF FRANCHISE.**

This Franchise shall be for an initial term of twenty five (25) years beginning on the date of Board approval. This term may be extended only by reapplication and grant of an extension. Application for an extension shall be submitted to the Board no sooner than three hundred sixty-five (365) days, nor later than one hundred twenty (120) days, prior to the expiration date of this Franchise.

## **Section 4. TERMS AND CONDITIONS.**

This Franchise shall be subject to the following conditions:

A. This Franchise shall not be deemed to limit the authority of the Board to include other conditions or restrictions which may be necessary for the protection of the health, safety and welfare of the residents of the County and/or for the efficient administration of the Rights-of-Way and Easements in general.

B. This Franchise is non-exclusive.

C. The Board has granted this Franchise in reliance upon the Franchisee's business skill, reputation, financial capacity, and character. Accordingly, this Franchise and/or any interest hereunder, shall not be assigned, transferred, conveyed, or otherwise encumbered without the express written consent of the Board. Failure of performance by the Franchisee of any of the terms and conditions of this Franchise may be cause for termination of this Franchise pursuant to Section 16 of this Agreement.

D. No privilege or exemption shall be granted or inferred unless specifically set forth in this Franchise.

E. Any privilege claimed under this Franchise by the Franchisee in any Right-of-Way or Easement shall be subordinated to any prior lawful occupancy of the Right-of-Way or Easement.

**F. Prior to commencing any activity authorized by this Franchise, the Franchisee shall submit plans and specifications for such activity to the County Public Works Director for approval; provided, however, whenever Franchisee is required to undertake emergency activities required to protect the health, safety and welfare of the public and/or the safety and reliability of the Franchise Property, Franchisee shall notify the County Public Works Director not later than twenty four (24) hours after notice of the emergency; and provided further, however, should such emergency present an immediate threat or danger to the health, safety and welfare of the public, Franchisee shall notify the County Manager or the County Public Works Director or the County Emergency Services Coordinator or the Chairman of the Board within one (1) hour of notice of the emergency.**

**G. Any failure of the Board, or its agents, to promptly enforce compliance of the terms and/or conditions of this Franchise shall not be deemed a waiver of such terms and/or conditions.**

**H. The Franchisee shall have no recourse against the Board or its agents for any loss, cost, expense, or damage arising out of any term, condition or enforcement of this Franchise.**

**I. The Franchisee shall be subject to all County rules, regulations and/or specifications pertaining to the use of Public Rights-of-Way and Easements which may be adopted from time to time by the Board.**

**J. Prior to the grant of this Franchise by the Board, and annually thereafter, Franchisee shall submit to the Board a complete financial statement that reflects the current financial status of the Franchisee and a list of names and addresses of proprietors, owners, or beneficial shareholders who hold more than a ten percent (10%) interest in the corporation, organization, or regulated entity.**

#### **SECTION 5. RECORDS TO BE KEPT AND MAINTAINED; REPORTS; INSPECTION OF RECORDS.**

**A. Franchisee shall prepare and furnish to the Board, or its agents, such reports and records of its operations, affairs, transactions and/or property as the Board deems necessary or appropriate for the enforcement of performance by the Franchisee according to the terms and conditions of this Franchise.**

**B. Franchisee shall keep and maintain within the County, and make available for County inspection upon reasonable request, full and complete plans and records showing the exact location of all Franchise Property installed and/or in use in the Public Rights-of-Way and Easements.**

**C. Franchisee shall file with the County Public Works Director, on or before the 31st day of December of each year, a map and/or a set of plans showing all Franchise Property installed and/or in use in the Public Rights-of-Way and Easements current as of the immediately preceding November 30th.**

D. Franchise shall keep its Franchise Property in good operating condition, and Franchisee shall cause all customer complaints to be duly investigated and, where the circumstances warrant, corrected within a reasonable period of time. Records reflecting such complaints, and the time and manner in which they are resolved, shall be maintained by the Franchisee for at least one (1) year and shall be made available for inspection by the Board or its agents upon reasonable request.

#### **SECTION 6. INSTALLATION STANDARDS.**

A. Franchisee shall be responsible for meeting all County, State, Federal, and local installation standards.

B. Any other provision of this Franchise notwithstanding, all installations of Franchise Property shall be made in a safe and workmanlike manner and maintained in good condition at all times. Except for the conduct of normal construction and repair activities, all such installations of Franchise Property shall be approximately placed so as not to interfere in any manner with the rights of the public or individual property owners and shall not interfere with the use of public property by the public and shall not obstruct or impede traffic. The Board reserves the right of regulation of the erection and construction of any Franchise Property, by Franchisee and its agents or employees, and to designate where such Franchise Property shall be placed. Franchisee agrees to make changes in its plans, specifications and/or Franchise Property to conform with all requirements of the Board.

C. Franchisee shall be responsible for obtaining all necessary licenses, certificates, permits and approvals from all government authorities having jurisdiction over the activities to be conducted under this Franchise.

#### **SECTION 7. UNDERGROUND LINES.**

Franchisee shall, at its own expense, place its lines underground in areas which it serves where telephone and electric power lines are, or are required to be, underground.

#### **SECTION 8. LOCATION OF FRANCHISE PROPERTY.**

Franchise Property shall be constructed or installed in Public Rights-of-Way and Easements of the County only at such locations and in such manner as shall be approved by the Board or its agents. Construction or installation of Franchise Property shall be in accordance with all Federal, State, and County laws and regulations.

#### **SECTION 9. REPAIR OF ROADS, STREETS, RIGHTS-OF-WAY AND EASEMENTS.**

Franchisee shall, at its own expense, promptly repair and restore any and all roads, streets, sidewalks or other public and/or private property altered, damaged, or destroyed by Franchisee in exercising the privileges granted herein to Franchisee.

## **SECTION 10. FAILURE TO PERFORM AS REQUIRED IN SECTION 9 ABOVE.**

**A. Upon failure of Franchisee, and its agent or employees, to complete any work required by this Franchise, the Board or its agents may notify Franchisee of non-compliance by registered mail. Franchisee shall have fourteen (14) days from the receipt of the notice to complete the repairs or to enter into an agreement with the Board and/or its agents for the completion of the repairs.**

**B. If, in the opinion of the County Director of Public Works and/or the County Manager, the failure to repair or complete construction presents a serious and immediate danger to the public health, safety and welfare, they, separately or together, may take immediate action to mitigate the damage. All costs associated with such actions will be the sole responsibility of Franchisee, and Franchisee shall reimburse the County for such costs within thirty (30) days after receipt of an itemized bill.**

## **SECTION 11. REMOVAL AND ABANDONMENT OF FRANCHISE PROPERTY.**

**A. In the event the use of any Franchise Property is discontinued for a continuous period of twelve (12) months and Franchisee is unable to reasonably demonstrate the usefulness of such Franchise Property for future use, Franchisee shall either remove such Franchise Property or abandon such Franchise Property in place.**

**B. In the event Franchise Property is installed in violation of any requirements of this Franchise, and Franchisee fails to take reasonable measures to cure such violation within thirty (30) days after written notice of such violation, Franchisee shall either remove such Franchise Property or abandon such Franchise Property in place.**

**C. Franchise Property to be abandoned in place shall be abandoned in accordance with applicable law. Upon abandonment of Franchise Property in place, Franchisee shall submit to the Board an instrument satisfactory to the Board transferring the ownership of such Franchise Property to the County.**

## **SECTION 12. CHANGES REQUIRED BY PUBLIC IMPROVEMENTS.**

**Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the same street, alley or public place, any Franchise Property when required by the Board or its agents by reason of County public improvements; provided, however, Franchisee shall have the right to abandon Franchise Property as provided in Section 11 above.**

## **SECTION 13. INDEMNIFICATION OF COUNTY.**

**Franchisee shall defend the County against all claims for injury to any person or property caused by the negligence of Franchisee, its agents and/or employees, in the construction or operation of Franchise Property, and, in the event of a determination of liability, shall indemnify the County, the Board, its agents and/or employees. More particularly, Franchisee, its successors and assigns, does hereby agree to indemnify and hold harmless the County, the Board and/or its agents and employees, from any and all**

liability, claim, demand or judgment arising out of any injury to any person or property as a result of a violation or failure on the part of Franchisee, its successors and assigns, to observe their proper duty or because of negligence in whole or in part arising out of the construction, repair, extension, maintenance, or operation of Franchise Property of any kind or character used in connection with this Franchise.

#### **SECTION 14. LIABILITY INSURANCE REQUIRED.**

Franchisee agrees that, at all times during the existence of this Franchise, Franchisee will carry a minimum of \$1,000,000 in excess liability insurance on a combined single limit basis above any permitted self-insured retention. Self-insured retention shall be permitted so long as Franchisee continues to report to the Securities and Exchange Commission of the United States a Total Assets amount in excess of \$100,000,000. The insurance coverage required by this Section shall be provided by one or more insurers permitted under Title 20 or Arizona Revised Statutes to transact insurance business. Further, Franchisee shall provide, to the Clerk of the Board of Mohave County, a Certificate of Insurance naming the County, the Board and/or its agents and employees as additional insured. The Certificate will provide for notification to the Clerk of the Board of Mohave County prior to any change in said policy, or cancellation of said policy, for any reason including nonpayment of premiums.

#### **SECTION 15. FRANCHISE FEE.**

A. Franchisee shall pay to the County an annual Franchise Fee in an amount equal to two percent (2%) of Franchisee's Gross Annual Receipts derived from the operation of Franchise Property so long as the Board shall have the authority to levy a Franchise Fee. Further, Franchisee shall not be required to pay to the County any other Franchise fee or Permit fee in connection with this Franchise. There shall be no offsets for any other taxes or assessments, i.e., sales tax, fuel tax, personal property tax, general ad valorem property tax, special assessments for local improvements or any other tax or assessment not directly related to the use of the Public Rights of Way and Easements that may be required of Franchisee by any governmental agency.

B. The annual Franchise Fee shall be paid no later than the first (1st) day of May following each calendar year during the term of this Franchise. All such payments shall be made to the Mohave County Finance Department, P.O. Box 7000, Kingman, Arizona 86402-7000. So long as the Board shall have the authority to levy a Franchise Fee, failure to pay such Franchise Fee by the first (1st) day of May following the calendar year is a material breach of this Franchise Agreement and is subject to the termination provisions of Section 16 hereinafter.

C. The Board shall have the right to inspect and audit all Franchisee's books and records which may be necessary in determining Franchisee's Gross Annual Receipts derived from the use of the Public Rights-of-Way and Easements and the right of audit and re-computation of any amount paid under this Section; provided, however, that the right of re-computation shall be limited to the two (2) calendar years immediately preceding the initiation of any such audit. Financial statements required by this Franchise Agreement for each calendar year shall be submitted annually on or before April 15 of each year. No

acceptance of any payment shall be construed as a release or accord and satisfaction of any claim the County may have for further or additional sums payable under this Section or for the performance of any obligation under this Franchise Agreement.

D. The percentage of Gross Annual Receipts set forth in this Section and the insurance requirements set forth in Section 14 above shall be subject to reevaluation by the Board every fifth year of this Franchise; provided, however, that no reevaluation shall occur so long as Franchisee continues to report to the Securities and Exchange Commission of the United States a Total Assets amount in excess of \$100,000,000. If reevaluation of the amounts due under this Section or the insurance requirements set forth in Section 14 above should result in a dispute between the parties, the dispute shall be presented to a neutral Arbitration Board for decision and settlement. The Arbitration Board shall consist of either one person mutually acceptable to the parties to this Franchise Agreement or to the American Arbitration Association. In the event of arbitration, the parties shall each pay their individual costs for such arbitration. The standard procedures and policies of arbitration shall apply in all cases.

#### **SECTION 16. TERMINATION.**

A. This Franchise Agreement and Franchise may be terminated by the mutual consent of the Board and the Franchisee evidenced by a writing.

B. This Franchise Agreement and Franchise, and all rights granted hereunder, may be terminated by the Board upon any breach of the terms and conditions thereof by Franchisee and Franchisee's failure to undertake reasonable measures to cure such breach within thirty (30) days subsequent to Franchisee's receipt of written notice of such breach. Written notice shall be by registered mail.

#### **SECTION 17. OTHER PROVISIONS.**

Franchise shall keep a copy of its current Tariffs applicable to Subscribers or Users in Mohave County on file with the Clerk of the Board of Mohave County.

#### **SECTION 18. RESERVATION OF POWERS.**

A. There is hereby reserved to the Board every right and power which is required to be reserved and Franchisee, by its acceptance of this Franchise, agrees to be bound thereby and to comply with any action or requirements of the Board in its exercise of any such right of power enacted or established.

B. Neither the granting of this Franchise nor any of the provisions contained herein shall be construed to prevent the Board from granting any identical, or similar, Franchise to any person or corporation other than Franchisee.

#### **SECTION 19. SEVERABILITY.**

In the event any provision of this Agreement is rendered inoperative by virtue of the entry of a final judgment of a Court of competent jurisdiction, such event shall not affect

any other provision of this Agreement that can be given effect without such inoperative provision and, for this purpose, the provisions of this Agreement are hereby declared to be severable.

**SECTION 20. OFFICIAL NOTICES.**

Notices concerning this Franchise Agreement and Franchise shall be sent to:

**FOR THE COUNTY:**

Clerk of the Board  
Mohave County  
P.O. Box 7000  
Kingman, AZ 86402-7000  
928-753-0731

**FOR FRANCHISEE:**

Beaver Dam Water Company  
P.O. Box 550  
Littlefield, AZ 86432  
(029) 347-5000

**SECTION 21. EFFECTIVE DATE.**

This Franchise shall take effect upon the date of approval by the Board.

Approved by the Mohave County Board of Supervisors on November 6, 2006

For the Board:

John Byers  
Chairman of the Board

Accepted for Franchisee:

[Signature]

Approved as to form:

[Signature]  
County Attorney

ATTEST:



[Signature]  
Clerk of the Board

**RECEIVED**  
AUG 28 2006  
CLERK OF THE BOARD

FRANCHISE AGREEMENT BETWEEN MOHAVE COUNTY AND Brown San Water Co.

**ATTACHMENT "A"  
LEGAL DESCRIPTION**

AS THIS AGREEMENT SUPERSEDES ANY PREVIOUS FRANCHISE AGREEMENTS, THIS LEGAL INCLUDES AREAS PREVIOUSLY APPROVED BY THE BOARD OF SUPERVISORS AND ANY ANNEXATION AREAS THAT ARE REQUESTED (IF ANY)

**Township 40 North, Range 15 West, of the Gila and Salt River Base and Meridian, Mohave County, Arizona**

Section 6

SE 1/4

Section 7

All

Section 8

SW 1/4 and the N 1/2

Section 9

N 1/2

Section 17

N 1/2 of the NW 1/4

Section 18

W 1/2 and the N 1/2 of the NE 1/4 and the SW 1/4 of the NE 1/4

**Township 39 North, Range 16 West, of the Gila and Salt River Base and Meridian, Mohave County, Arizona**

Section 3

N 1/2 and the N 1/2 of the S 1/2

Section 4

All

Section 5

All

Section 8

E 1/2 of the E 1/2

Section 9

All

Section 16: All - except the following:

The East 396 feet of the S 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4

N 1/2 of the SE 1/4 of the SE 1/4 of the SE 1/4

S 1/2 of the NW 1/4 of SE 1/4 of SE 1/4

N 1/2 of the NW 1/4 of SE 1/4 of SE 1/4

N 1/2 of the NE 1/4 of SW 1/4 of SE 1/4

Section 17

E 1/2 of the NE 1/4

NE 1/4 of the SE 1/4

E 1/2 of the SE 1/4 of the SE 1/4

Section 21

All

**Township 40 North, Range 16 West, of the Gila and Salt River Base and Meridian, Mohave County, Arizona.**

Section 32

All

Section 33: All - except the following:

Beginning at a point which is North 89° 05' 11" East 275.03 feet from the Center of Section 33;

THENCE North 89° 05' 11" East 861.82 feet;

THENCE South 05° 41' 23" East 176.88 feet;

THENCE North 84° 23' 25" East 140.88 feet to the east boundary line of the NW 1/4 of the SE 1/4 of said Section 33;

THENCE South 00° 58' 28" East along said boundary line 1157.10 feet to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 33;

THENCE South 89° 05' 15" West along the south boundary line of said NW 1/4 of the SE 1/4 for a distance of 1321.18 feet to the Southwest corner of said NW 1/4 of the SE 1/4;

THENCE North 01° 00' 08" West along the west boundary line of said NW 1/4 of the SE 1/4 for a distance of 1212.11 feet;

THENCE North 67° 19' 32" East 295.95 feet to the POINT OF BEGINNING.

Section 34

All

## 208 Consistency Review Form



This facility review is based on information obtained from the applicant, permit writer, the associated Water Quality Management Plan (WQMP) and amendments, and other related documents as cited.

### Permit Writer or Applicant – Please Complete Sections 1-14

Application Submittal: Email application to Julie Finke at [jac@az-deq.gov](mailto:jac@az-deq.gov); call (602) 771-4568 for assistance, or go to <http://az-deq.gov/environ/water/watershed/regional.html> for further information.

Facility Information	Explanation (Provide a brief description)
<b>1. Include Facility Name, name of Owner, name of Applicant &amp; Permit Writer.</b> & (If Known, Please include permit number)	Shadow Ridge Sewage Treatment Facility WWTP, CF #20050137, USAS #505278-00, LFT #35500, INV #105348 Millennia Investment Corporation, 6795 South 300 West, Midvale, UT 84047. Phylip J Leslie, Leslie & Associates, Inc., 444 S Main St, STE A-4, Cedar City, UT 84720
<b>2. Permit category - (a, b, or c)</b> a. AZPDES (describe discharge) b. Individual APP (describe facility) c. General permit (describe type)	a. N/A b. Wastewater c. N/A
<b>3. Facility location (watershed, county, Lat/Long or Township, Range &amp; Section)</b>	Colorado Grand Canyon Water Shed. Scenic Arizona, Mohave County, Latitude N36°46'49". W114°02'23". Section 21, Township 39 North, Range 16 West, GSRM
<b>4. Type of permit - (a, b, c, or d)</b> a. New WWT facility b. AZPDES renewal c. Modification to an existing facility d. On-site subdivision	a. New WWT Facility b. N/A c. N/A d. N/A
<b>5. Attach a descriptive map</b> <u>Include a, b, c, &amp; d</u> a. Facility/site location b. Discharge location(s) c. Adjacent urban areas (the nearest urban area may be miles away) d. Nearest surface water(s)	a. (See attached – Site Location Map) b. (See Discharge Location Map) c. (Mesquite Nevada is three (3) miles to the Northwest. d. The nearest surface water is the Virgin River three (3) miles to the North.
<b>6. Treatment &amp; Design Capacity (design flow for annual average daily flow)</b> Note: If renewal with no changes in discharge location, technology, treatment and disposal methods, and capacity - STOP HERE	Shadow Ridge Subdivision – Phase I containing 67 lots. Design Flow 24,200 gpd Shadow Ridge Subdivision - Phase II containing 325 lots. Design Flow 117,000 gpd

<p><b>7. Change in annual average daily flow – (a, or b)?</b>  a. No change  b. Increase (explain)</p>	<p>a. No Change  b. N/A</p>
<p><b>8. Treatment method (explain)</b></p>	<p>Ecolo-Chief Industries 24,200 gpd Packaged Wastewater Treatment Plant for Phase 1.</p>
<p><b>9. Change in treatment method – (a, b, or c)?</b>  a. No change  b. Improvement to technology  c. Septics/alternative systems (attach ADEQ Forms 113 and 115)</p>	<p>a. No Change  b. N/A  c. N/A</p>
<p><b>10. Effluent disposal method(s)</b>  <i>If discharge is to a surface water or lake, provide name of surface water.</i></p>	<p>15,600 Square Foot Underground Leach Field</p>
<p><b>11. Change in effluent disposal method (a, b, c, or d)?</b>  a. No change  b. Change in location (explain)  c. Change in method (explain)  d. Additional locations (explain)</p>	<p>a. No Change  b. N/A  c. N/A  d. N/A</p>
<p><b>12. Sludge handling – describe how sludge will be handled</b></p>	<p>Sludge will go to a certified landfill.</p>
<p><b>13. Entity type</b>  a. Municipality/public utility  b. Private utility  c. Semi public (sanitary district)  d. Other (individual homeowner or homeowners association)</p>	<p>b. Private WWTP. Millennia Investment Corporation will own &amp; operate the WWTP, the Beaver Dam Water Company's Operator (Bob Frisby) will be the operator once ADEQ certifies. See attached letter</p>
<p><b>14. Service area (if known)</b>  <i>Attach map &amp; legal description</i>  a. New service area for CC&amp;N  b. Expansion of existing service area  c. Increase # of lots in subdivision  d. Other</p>	<p>a. N/A  b. N/A  c. N/A  d. Shadow Ridge Subdivision</p>

**For ADEQ 208 Review Staff Only –**

Facility Information	Explanation (Reference the page # and COG WQMP)
1. DPA	Mohave. Mohave County Section 208 Water Quality Management Plan, June 2003. (208 Plan). Pages 49 & 50 discuss a Wastewater Master Plan adopted in 1991(1991Plan) in which the County states it's preference of regional or satellite WWTP's in Southern Mohave Valley (scenic) & Golden Valley Areas. The 1991 plan , page 1-2 , recommends if a larger Regional Facility becomes available, that the satellite WWTP's be decommissioned and hook-up. As this is a new proposed facility, it is not identified in either plan. I have conferred with Mohave County and determined this project Not Inconsistent with the 208 Plan.
2. Permit number	#105348, The ADEQ project Manager is Danielle Brooks
3. Service area <i>Attach map &amp; legal description</i> a. New service area for CC &N b. Expansion of existing service area c. Increase # of lots in subdivision	The Shadow Ridge Subdivision only. Total lots to be served at build-out is 392.
4. Planning area <i>Attach map &amp; legal description</i> a. New b. Expansion of planning area	n/a
5. Designated Management Agency a. Facility is a DMA b. Distance to nearest DMA c. Ordinance requiring hookup	There are no nearby Arizona DMA's.

**Does the facility meet any of the following conditions?**

Special Conditions	Explanation
6. Discharge to a unique water?	No
7. Discharge to an impaired/not attaining water?	No
8. Pollutant load allocations specified in a TMDL?	No
9. Located in a nitrogen management area?	n/a
10. Change in ownership? <i>(Pima County only)</i>	n/a
11. Other <i>(compliance issues, site specific standards, etc.)</i>	There are no certified landfills in the area and Mohave County has received a letter from the Mesquite Nevada Landfill stating they do not want to take the subdivisions waste. An approved landfill arrangement needs to be made and be consistent with the ADEQ Biosolids Program.

Based on Section 208 of the Federal Water Pollution Control Act, Arizona Administrative Code R18-9-108(B)(10), and/or the Certified Area WQMP, this application for permit is determined to be:

Determination By: Julie Finke

Date: 7/21/06

Consistent	Not Inconsistent	Inconsistent	208 Coordinator	Unit Manager	Section Manager
	X		EV	[Signature]	[Signature]

If determination is "inconsistent," an amendment to the Water Quality Management (208) Plan must be processed and submitted for approval by ADEQ.

If determination is "Not inconsistent," this means the project was not identified in the current 208 Water Quality Management Plan, but is consistent with regional water quality management goals.

Preliminary

**MASTER WASTEWATER**

**DESIGN REPORT**

**WASTEWATER TREATMENT PLANT**

**BEAVER DAM WATER COMPANY**

**August 28, 2006**

**Prepared by: John Frisby  
550 W 1800 N C102  
Logan, UT 84341**

**Prepared for: Bob Frisby  
Beaver Dam Water Company  
P.O. Box 550  
Beaver Dam, Arizona 86432**

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## **INTRODUCTION**

Beaver Dam Water Company would like to construct and operate a wastewater treatment system that will be developed in two separate areas. The boundaries in which they will cover are shown in Figures 1 and 2. The plant which will be used is a package type system of manufactured by Ecolo-Chief, a division of Chief industries of Grand Island, Nebraska or a comparable treatment facility. Both would have the capability to expand for future needs.

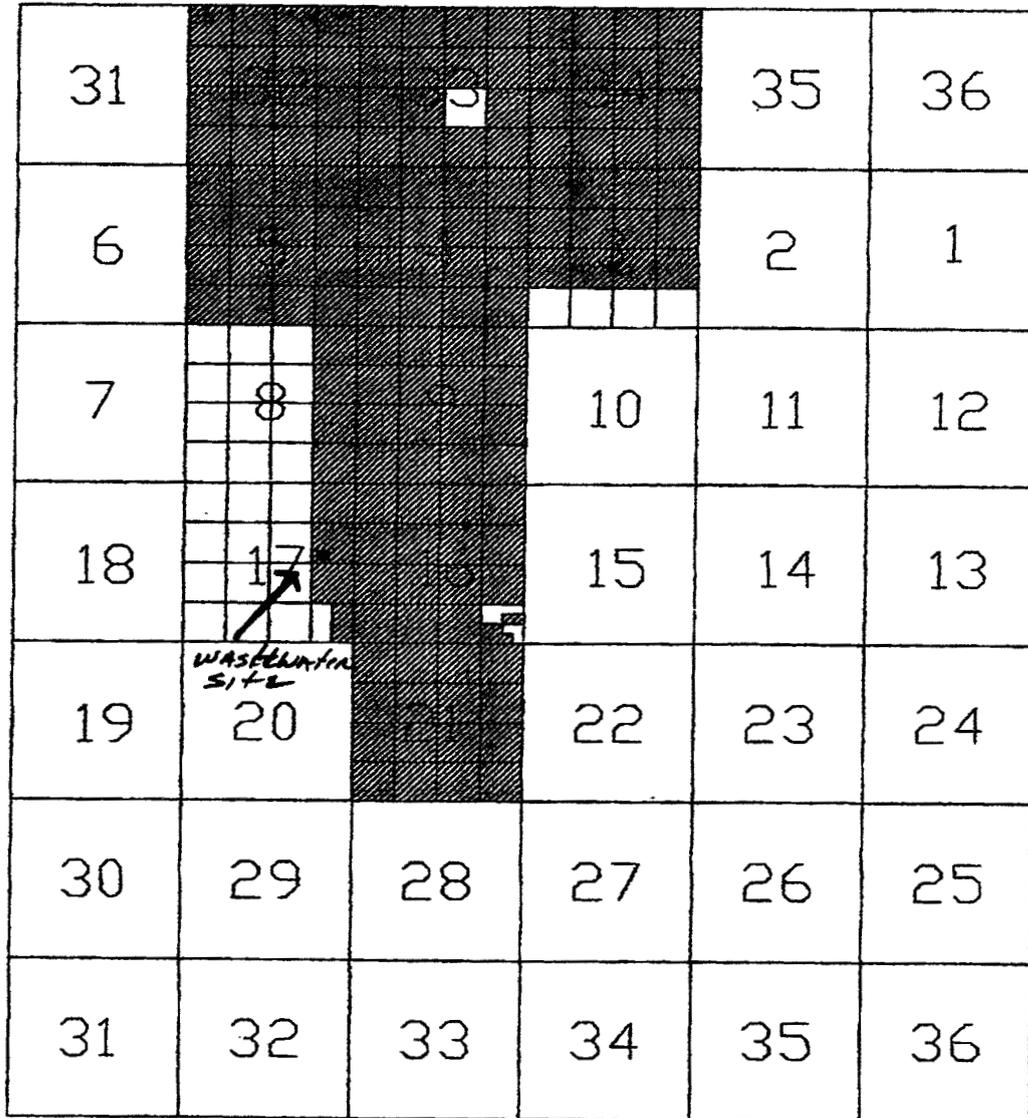
Beaver Dam Water Company "BBW" currently serves water to all the area found in the both figures found on page 2. Recently BBW executed a water Line Extension for a 1 Million Gallon Water Tank and dilled a 900' well with the Millennium Investment Corp Developers of the Shadow Ridge Subdivision. The Line Extension is currently under review of Bradley Morton. BDW has also completed a water Line Extension with Jack Riley Developer of the Beaver Dam Ranch and is currently looking for BDW to become there wastewater provided. Both the Shadow Ridge Subdivision and Beaver Dan Ranch own significant land with each of the proposed areas (see attached letter April 25, 2006 Blessing N. Chukwu).

## **SCOPE OF WORK**

Beaver Dam Water Company proposes to construct two separate plants to provide a treatment capacity capable of serving the two designated areas. Design information for the treatment plant has been provided throughout this report showing the number of connections and estimated wastewater flow from a typical dwelling unit.

MOHAVE	3-5,8,9,16,17&21 32, 33 & 34	39 N 40 N	16 W
COUNTY	SECTION	TOWNSHIP	RANGE

SHADOW RIDGE/SCENIC AREA



MAP # 31 & 35



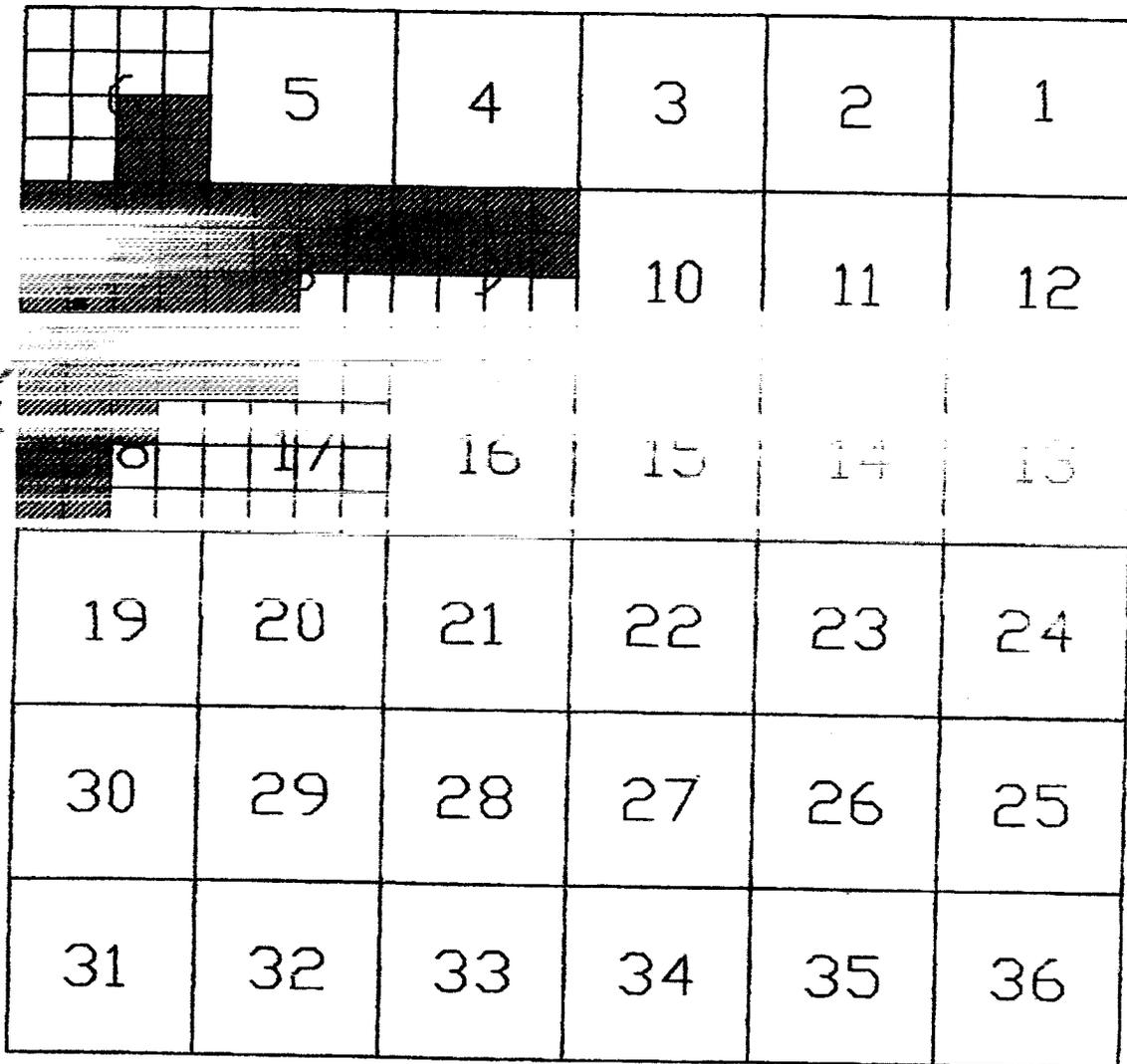
BEAVER DAM WATER COMPANY, Inc,  
 DOCKET No. W-03067A-06-0397  
 APPLICATION FOR SEWER CC&N



WASTEWATER TREATMENT PLANT SITE

MOHAVE	6, 7, 8, 9, 17 & 18	40 N	15 W
COUNTY	SECTION	TOWNSHIP	RANGE

LITTLEFIELD AREA



MAP # 30



BEAVER DAM WATER COMPANY, Inc,  
DOCKET No. W-03067A-06-0397  
APPLICATION FOR SEWER CC&N



PROMISED WASTEWATER  
TREATMENT PLANT SITE

## SEWER TREATMENT PLANT DESIGN

### Flow Estimates

The treatment plant with the proposed expansion is to serve the following connections:

#### Shadow Ridge/Scenic Area

First Year	-----	67 Residential lots
Second Year	-----	325 Residential lots
Third Year	-----	220 Residential lots
Fourth Year	-----	200 Residential lots
Fifth Year	-----	200 Residential lots
Total	-----	1,012 Residential lots

#### Littlefield Area

Beaver Dam Ranches	-----	600 Residential lots (now)
Beaver Dam Ranches	-----	600 Residential lots (future)
Total	-----	1200 Residential lots

Total projected lots (360 gpd) ----- 2212 lots

#### Total Projected Average Daily Flows Per 600 Lots

360 gal/day/lot x 600 lots = 216,000 gal/day

**Total Average Daily Flow = 216,000 gal/day**

Average Daily Flow (based on 16-hr/day usage) =  
216,000 gal/day x 1 day/16 hr x 1 hr/60 min = **225 gal/min**

#### Peak Hourly Flow

Peak Hourly Flow =  
Average Daily Flow x (2.8) = 225 gpm x 2.8 = **630 gpm**

## **SUMMARY**

The wastewater treatment plant, for Shadow Ridge/Scenic Area has been given the approval to construct. Peak hour flows and numbers of present and future connections have been taken into consideration in the design of each treatment plant. Each will be fully capable to capacitate all connections that will fall within the legal boundaries. The plant will make it possible for Beaver Dam Water Company to provide service without complications to residents in the area for many years.

# **Appendix A**

## **Construction Drawings for Shadow Ridge**

### **Wastewater Treatment Plant**

23 July, 2006

To: Bob Frisby, Manager  
Beaver Dam Water Company  
PO Box 550  
230 S. Hillside Drive  
Littlefield, AZ 86432

From: Richard Jex  
Orenco Systems, Inc.  
Office: 800-348-9843 ext. 330  
E-mail: [rjex@orencosystems.com](mailto:rjex@orencosystems.com)

**RE: Wastewater System (WWS) Economic Analysis for Shadow Ridge Project**

This document contains the economic analysis and summary cost estimate information for the 612-unit Shadow Ridge residential project we have discussed. The estimates include the following:

- Costs for each phase of the residential portion of the development, including putting in an Orenco STEG system, a collection system, an AdvanTex treatment system, and subsurface drip disposal for each phase.
- Component costs for each of these portions of the development, also broken out by phase.

These are upper-end estimates, and your choices of specific design elements and technologies could result in lower costs.

This analysis assumes a design flow of 360 gpd per unit. If this is significantly different from what will be required for your project, we can redo it using the appropriate numbers. If your project has different types of housing units within the development, please supply the number of each type and the wastewater design flow for each.

If this development includes any commercial or amenity features that would contribute to the wastewater flow, these would add to this cost estimate. Nonetheless, it is likely that using a 360 gpd/unit design flow estimate will give you enough information to base a decision on.

This example uses subsurface drip as opposed to a trench system for the disposal field. This allows the drip field to be used for parks, ball fields, or some other kind of open space amenity on the project. The treatment and disposal areas can be developed at one location or can be decentralized and developed at different locations with the community, taking advantage of parks and other open areas. The treatment is very low profile, odorless, and, as you will see below, occupies a very small footprint.

## Construction Costs: Management Summary

### Numbers Used in Developing Cost Estimates — Shadow Ridge Residential Homes

Housing Units:	Phase 1: 67
	Phase 2: 325
	Phase 3: 220
Lot Density Estimate:	1/8 acre lot density
Design Flow/Unit:	360 gpd
Assumed Disposal Loading Rate:	0.8 gpd/sq.ft.

### Costs/Connection -- All Phases

**Residential Homes:** There are 1000 homes proposed, and total wastewater system construction costs are approximately \$5,056,300. Of this \$1,958,400 is associated with the On-Lot STEG packages that are installed as each home is built and should be included in the price of the home. This leaves \$3,097,900 or:

**\$5,062/connection.**

### Treatment Cost Breakdown

The cost per gallon for the AdvanTex treatment facility comes out to \$6.55 per treated gallon. Since the wastewater design flow for each home is 360 gpd this gives the cost for wastewater treatment of:

**\$2,360/connection**

### Recovering Costs

As shown in the section "WWS Component Cost Breakdown" below, the "On Lot" costs for the homes are *deferred* as a homebuilder expense, while much of the cost associated with the treatment and disposal can be *delayed* and expanded as each phase of the development is built out. This can then minimize the *up-front* capital expenditures for land development.

The WWS *up-front* expenditures may be added to the price of each lot. This method allows land development costs to be recovered as the lots are sold. A WWS connection fee may be established that is enough to cover the costs associated with the *delayed* costs on the treatment and disposal. In this way, as the development (or each phase of the development) reaches each approximately 25% of buildout, the developer will have collected enough money from the connection fees to pay for the next increments of treatment and disposal.

**Caveat:** These estimates assume that all homeowners are required to install the same Orenco STEP equipment package and that the O&M operations stock and use all the same Orenco equipment on any repairs or replacements.

### **Land Area Estimate for Treatment and Disposal**

In these estimates, we assume that the treatment facilities and disposal fields are decentralized and at a single location for each phase of the project. Whether this is done or all of the system is developed at one location, the following estimates still apply.

Using this assumption, the land area estimates for the Orenco treatment facility and the drip disposal field are as follows.

<u>Phase 1:</u>	Treatment – 40' x 90' or 3,600 sq. ft (.08 acres)
	Discharge – 30,150 sq. ft. (.69 acres)
<u>Phase 2:</u>	Treatment – 80' x 130' or 12,000 sq. ft (.28 acres)
	Discharge – 146,250 sq. ft. (3.4 acres)
<u>Phase 3:</u>	Treatment – 40' x 130' or 5,200 sq. ft (.12 acres)
	Discharge – 99,000 sq. ft. (2.3 acres)

(These disposal area numbers were arrived at using an assumed estimate of 0.8 gpd/sq.ft. for the drip field loading rate. Lower allowed loading rates would require more land; higher would require less.)

## **WWS Component Cost Breakdown**

### **Shadow Ridge: Phase 1 - 67 Homes**

**On-Lot:**                   \$214,400      Deferred to Home Builder

The price of each home will include installation of the STEG system, consisting of the septic tank, filter, and connection to the community collection system.

**Collection System:**   \$134,000      Up-front

This will all need to be put in at the outset and is best done before the roads have been put in.

**Treatment:**               \$157,870      Up-front

Since the number of homes for this phase is not large, it makes sense to install all the treatment capacity at one time at the outset of the development.

**Disposal:**                 \$47,280      Up-front

Just as with the treatment system, for this number of homes it makes sense to install all the disposal field at the outset.

<b>Construction Totals: Up-front</b>	<b>\$339k</b>
<b>Home Builder</b>	<b>\$214k</b>

### **Planning and Other Related:                   \$166k**

This cost estimate includes the following items:

- 10% for unexpected and unforeseen costs (contingencies).
- 15% for design (engineering, soils analysis, etc.)
- 5% for legal and administrative costs.

These costs are conservative and based on the overall cost of the final project, costs being distributed over the entire project.

Both design and administrative costs vary by the project scope and local requirements. Examples of administrative fees are costs associated with permitting, recording of easements, and those costs associated with managing payment of contractors, etc.

**Shadow Ridge: Phase 2 - 220 Homes**

**On-Lot:** \$1,040,000 Deferred to Home Builder

The price of each home will include installation of the STEG system consisting of the septic tank, pumping system, control system and connection into the community collection.

**Collection System:** \$650,000 Up-front

This will all need to be put in at the outset and is best done before the roads have been put in.

**Treatment:** \$765,800 Staged

Since none of the homes will be in place at the outset, it is not necessary to put all the treatment in place at the beginning other than a recirculation tank sized to handle the ultimate capacity and enough treatment for the first 25% of buildout. Assuming the first stage was to include the whole recirculation tank and one-quarter of the treatment system, followed by three additional stages to complete it, we have the following cost estimate.

Stage 1	\$335,040	Up-Front
Stage 2,3,4	\$143,587/stage	Delayed

**Disposal:** \$229,330 Staged

Just as in the treatment above, it is possible to install a portion of the disposal at the outset and add additional as the development builds out. For our example here, half of the disposal can be installed initially and the other half added as the development reaches approximately 50% buildout.

Stage 1	\$114,665	Up-Front
Stage 2	\$114,665	Delayed

<b>Construction Totals: Up-Front</b>	<b>\$1,099k</b>
<b>Delayed</b>	<b>\$545k</b>
<b>Home Builder</b>	<b>\$1,040k</b>

**Planning and Other Related:** \$806k

This cost estimate includes the following items:

- 10% for unexpected and unforeseen costs (contingencies).
- 15% for design (engineering, soils analysis, etc.)
- 5% for legal and administrative costs.

These costs are conservative and based on the overall cost of the final project, costs being distributed over the entire project.

Both design and administrative costs vary by the project scope and local requirements. Examples of administrative fees are costs associated with permitting, recording of easements, and those costs associated with managing payment of contractors, etc.

**Shadow Ridge: Phase 3 - 220 Homes**

**On-Lot:** \$704,000 Deferred to Home Builder

The price of each home will include installation of the STEG system consisting of the septic tank, pumping system, control system and connection into the community collection.

**Collection System:** \$440,000 Up-front

This will all need to be put in at the outset and is best done before the roads have been put in.

**Treatment:** \$518,390 Staged

Since none of the homes will be in place at the outset, it is not necessary to put all the treatment in place at the beginning other than a recirculation tank sized to handle the ultimate capacity and enough treatment for the first 25% of buildout. Assuming the first stage was to include the whole recirculation tank and one-quarter of the treatment system, followed by three additional stages to complete it, we have the following cost estimate.

Stage 1	\$226,795	Up-Front
Stage 2,3,4	\$97,198/stage	Delayed

**Disposal:** \$155,240 Staged

Just as in the treatment above, it is possible to install a portion of the disposal at the outset and add additional as the development builds out. For our example here, half of the disposal can be installed initially and the other half added as the development reaches approximately 50% buildout.

Stage 1	\$77,620	Up-Front
Stage 2	\$77,620	Delayed

<b>Construction Totals: Up-Front</b>	<b>\$744k</b>
<b>Delayed</b>	<b>\$369k</b>
<b>Home Builder</b>	<b>\$704k</b>

**Planning and Other Related:** \$545k

This cost estimate includes the following items:

- 10% for unexpected and unforeseen costs (contingencies).
- 15% for design (engineering, soils analysis, etc.)
- 5% for legal and administrative costs.

These costs are conservative and based on the overall cost of the final project, costs being distributed over the entire project.

Both design and administrative costs vary by the project scope and local requirements. Examples of administrative fees are costs associated with permitting, recording of easements, and those costs associated with managing payment of contractors, etc.

# AdvanTex®-AX100 Treatment System Cost Estimating Worksheet



## Application

This cost estimating worksheet should be used for preliminary cost estimating only. Due to variances in products specified, recirculation tank costs, as well as labor and engineering costs, a low and high range estimate is provided. Shipping and handling charges are not included.

## System Data

System Design Flow (gpd)	25,000
Design Loading Rate (gal/sq. ft./day)	42
Number of AdvanTex AX100 Pods	6
Recirculating Tank Capacity (gallons)	25,000
Number of Pumping Packages	2
Number of Automatic Distributing Valves	2
Number of Recirculating Splitter Valves	1
Number of Ventilation Fan Assemblies	1

Project: Shadow Ridge, AZ  
Date: August 9, 2006  
Prepared by: Richard Jex

Unit Cost Range		Total Cost Range	
Low	High	Low	High

## Materials

	Low	High	Low	High
<b>Recirculation Tank</b>				
Delivered to site	\$1.10	\$1.60	\$27,500	\$40,000
<b>Tank Access Equipment</b>				
Risers, lids, adapters, epoxy	\$154	\$452	\$462	\$1,355
<b>Pumping Equipment</b>				
Pumps, vault, discharge, splice box, float assembly, grommet	\$1,849	\$2,474	\$3,697	\$4,948
<b>Control Panel</b>				
Control panel with Remote Telemetry	\$4,305	\$4,900	\$4,305	\$4,900
<b>Automatic Distributing Valve</b>				
Distributing valve, enclosure, lid	\$428	\$491	\$857	\$982
<b>Miscellaneous Equipment</b>				
Piping, fittings, glue	\$75	\$150	\$450	\$900
<b>Recirculating Valve</b>				
Recirc. splitter or ball valve, grommets	\$249	\$447	\$249	\$447
<b>Ventilation Fan Assembly</b>				
Fan basin, carbon basin, air inlet	\$1,443	\$1,616	\$1,443	\$1,616
<b>AdvanTex Equipment</b>				
AdvanTex Filter (AX100)	\$13,404	\$13,883	\$80,490	\$83,693
<b>Materials Subtotal</b>			<b>\$119,453</b>	<b>\$138,841</b>

## Labor and Engineering

<b>Labor and Misc. Equipment</b>				
Percent of Materials	25%	75%	\$29,863	\$104,131
<b>Engineering, Permits, Inspection</b>				
Percent of Labor and Materials	5%	20%	\$12,149	\$29,863
<b>Operation and Maintenance Manual</b>				
Two copies of project-specific O&M Manual	\$300	\$300	\$300	\$300
<b>Manufacturer Startup</b>				
Varies significantly depending upon system location	\$500	\$2,000	\$500	\$2,000

<b>Labor and Engineering Subtotal</b>	<b>\$42,312</b>	<b>\$134,294</b>
---------------------------------------	-----------------	------------------

<b>*Total Installed Costs of Complete Treatment System</b>	<b>\$161,765</b>	<b>\$273,135</b>
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<b>Cost per Treated Gallon</b>	<b>\$6.47</b>	<b>\$10.93</b>
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\* Cost estimate does not include materials and labor costs for collection, primary treatment, or dispersal.

**AdvanTex Treatment System Annual O&M Estimate**

Cost Estimating Sheet for:

Shadow Ridge, AZ

Phased as Planned

O&M Category	Component Quantity	Events per Year	Labor per Event (hrs)	Yearly Labor (hrs)	Yearly Costs
<b>Component Maintenance</b>					
Pumping Packages	15	1	0.75	11.25	\$450.00
Blotube Filter, Recirc. Tank	15	3	0.5	22.5	\$900.00
Blotube Filter, Saptic Tank	0	4	0.5	0	\$0.00
Recirculating Splitter Valve	5	2	0.25	2.5	\$100.00
Automatic Distributing Valve	15	4	0.25	15	\$600.00
Ventilation Fan Assembly	5	1	0.25	1.25	\$50.00
VertComm Control Panel, Data Logging	3	12	1	36	\$1,440.00
<b>Component Maintenance Subtotal</b>					<b>\$3,540.00</b>

**AX Treatment Facility Data**

Number of Connections	812
System Design Flows (gpd)	220,320
Number of AX100 Pods	45
Number of Pumping Packages	15
Number of Automatic Distributing Valves	15
Number of Recirculating Splitter Valves	5
Number of Ventilation Fans	5
Number of Control Panels	3

<b>System Maintenance</b>					
Visual Inspection of System	4	52	1	208	\$8,320.00
Measure Scum and Sludge Levels, Recirc.	1	1	1	1	\$40.00
Measure Squirt Height, Laterals, each Pod	45	2	0.5	45	\$1,800.00
Flush Laterals, each Pod	45	2	0.5	45	\$1,800.00
Misc. Record Keeping	1	52	1	52	\$2,080.00
Emergency Maintenance	4	52	1	208	\$8,320.00
<b>System Maintenance Subtotal</b>					<b>\$22,360.00</b>

**Base Pricing Data**

Maintenance Provider Costs, \$/hr	\$40.00
Power Usage Costs, \$/KWh	\$0.08
VertComm Phone Line: Monthly	\$50.00

Total Annual Maintenance Costs, \$/yr:

**\$25,900.00**

Category	Component Quantity	Events per Year	Daily operational time	Yearly operating (hrs)	Yearly Costs
<b>Operation Costs</b>					
Power Usage, Pumping Systems	15	8760	35%	45990	\$5,923.51
Power Usage, Ventilation Fans	5	8760	100%	43900	\$438.00
Other costs			Monthly Fee		
VertComm Control Panel, Phone Line	3	12	\$50		\$800.00
<b>Operational Subtotal</b>					<b>\$6,961.51</b>

Total Annual Operation and Maintenance Costs:

**\$32,861.51**

Total Connections  
Total cost per connection

812

Annual	Monthly
\$53.70	\$4.47

## Collection System O&M

**Project :** **Shadow Ridge, AZ**      **Phased as Planned**  
 Number of Connections      612

### Maintenance Calculations

**Proactive Maintenance**      306 hours per year  
 Weekly resource needed      **5.9 hours per week**  
 estimated hours per home annually 0.5 hours per year

**Reactive Maintenance**      183.6 hours per year  
 Weekly resource needed      **3.5 hours per week**  
 documented 14 hours/1000 homes  
 Assumed hours/1000 units      25 per month

**Total Estimated Maintenance**      **9.4 hours/week**  
 Operator hourly billing      \$40  
 Weekly cost to operate      **\$377**

**Collection System Maintenance  
 Cost Totals**

**\$19,584**      **Annual**  
**\$32**      **Annual per Connection**  
**\$2.67**      **Monthly per Connection**

### Operations Calculations

**Tank Pumping Sinking Fund**      **\$2.50 per month<sup>1</sup>**  
 Cost to pump/haul      \$300.00 per pumpout  
 Pumpout Interval      10 years

**Equipment Replacement Fund**      **\$2.08 per month<sup>1</sup>**  
 Cost for pump      \$400.00 per pump  
 Life of pump      20 years  
 Cost for floats      \$20.00 per float  
 Life of floats      10 years  
 Cost of Misc. components      \$30.00 per  
 Life of Misc. components      10 years

**VeriComm Monitoring**      **\$1.00 per month**

**Collection System Operating  
 Cost Totals**

**\$41,004.00**      **Annual**  
**\$67.00**      **Annual/Connection**  
**\$5.58**      **Monthly/Connection**

**Collection System Total  
 O&M Cost**

**\$60,588.00**      **Annual**  
**\$99.00**      **Annual/connection**  
**\$8.25**      **Monthly/connection**

<sup>1</sup> Raw value calculated without interest on invested funds. Actual monthly values will be lower.

Cost Estimating Sheet for: **Drip Dispersal System**

Shadow Ridge, AZ Phased as Planned

Description	Qty	Units	Cost/Unit	Subtotal
Discharge System				
Pump Tank	44,064	GAL	\$1.80	\$70,502.40
Delivered to or built on site.				
Tank Access Equipment	8	LS	\$600.00	\$4,800.00
epoxy				
Pumping Equipment	8	EA	\$2,100.00	\$16,800.00
float assembly				
Control Panel	3	BASE	\$3,000.00	\$11,000.00
Control panel with Remote Telemetry				
Miscellaneous Equipment	8	LS	\$150.00	\$1,200.00
Piping, fittings, glue				
Labor & Misc. Materials				
as percent of materials	50%			\$52,151.20
<b>Partial Construction Total</b>				<b>\$186,453.60</b>
Drip System	275,400	SCFT	\$1.00	\$275,400.00
Installed on-site				
<b>Construction Total</b>				<b>\$431,853.60</b>

Category	Percentage	Subtotal
Contingencies		
As percent of construction	10%	\$43,185.36
Legal and Administrative		
As percent of construction	5%	\$21,592.68
Engineering		
As percent of construction	15%	\$64,778.04
<b>Engineering &amp; Contingencies Total</b>		<b>\$129,556.08</b>

**Project Data**

System Actual Flows (gpd)	110,160
System Design Flows (gpd)	220,320
Total Residential Units	612
Loading Rate (gal/sq.ft./day)	0.8
Number of Pumping Packages	8.0
Number of Control Panels	3.0

**Drip Dispersal Component Total** \$561,409.68

**Cost per Discharged Gallon** \$2.55

Cost Estimating Sheet for: **AdvanTex Treatment of STEP Effluent**

Shadow Ridge, AZ Phased as Planned

Item	Qty	Units	Cost/Unit	Subtotal
<b>Treatment System</b>				
Recirculation Tank	176,256	GAL	\$1.60	\$282,009.60
Delivered to site				
Tank Access Equipment	15	LS	\$600.00	\$9,000.00
Risers, lids, adapters, grommets...				
Pumping Equipment	15	EA	\$2,100.00	\$31,500.00
Pump vault, pumps, r&v, ...				
Control Panel	3	BASE	\$3,000.00	\$18,000.00
Control panel with Remote Telemetry				
Miscellaneous Equipment	15	LS	\$150.00	\$2,250.00
Piping, fittings, glue				
Automatic Distributing Valve	15	EA	\$450.00	\$6,750.00
Distributing valve, enclosure, lid				
Recirculating Splitter Valve	5	EA	\$450.00	\$2,250.00
RSV, mounting bracket				
Ventilation Fan Assembly	5	EA	\$1,188.00	\$5,940.00
Ventilation fan, enclosure, air vent				
AdvanTex Equipment				
AdvanTex Filter (AX100)	45	EA	\$13,415.00	\$603,675.00
				<b>Materials Subtotal</b>
				\$961,374.80
<b>Labor &amp; Misc. Materials</b>				
as percent of materials	50%			\$480,687.30
				<b>Labor Subtotal</b>
				\$480,687.30
				<b>Construction Total</b>
				\$1,442,061.90
<b>Contingencies</b>				
As percent of construction	10%			\$144,206.19
<b>Legal and Administrative</b>				
As percent of construction	5%			\$72,103.10
<b>Engineering</b>				
As percent of construction	15%			\$216,309.29
				<b>Engineering &amp; Contingencies Total</b>
				\$432,618.57

Total Connections  
 Construction cost per connection  
 Total cost per connection

**Project Data**

System Actual Flows (gpd)	110,160
System Design Flows (gpd)	220,320
Total Residential Units	612
Loading Rate (gal/sq.ft./day)	50
Number of AdvanTex 100 Pods	45
Recirculating Tank Capacity (gallons)	176,256
Number of Pumping Packages	15
Number of Automatic Distributing Valves	15
Number of Recirculating Splitter Valves	5
Number of Ventilation Fan Assemblies	5
Number of Control Panels	3

29.33%  
 0.94%  
 3.28%  
 1.87%  
 0.23%  
 0.70%  
 0.23%  
 0.62%  
 62.79%

Treatment Component Total **\$1,874,680.47**

612  
 Cost per Treated Gallon **\$8.51**

\$2,356.31  
 \$3,083.20  
 \$8.51

**Shadow Ridge, AZ  
Phased as Planned**

**Decentralized Wastewater System:  
Summary Cost Estimates**

The following numbers are a rough cost estimate, provided as a management and planning summary only. No detailed design has been done. The details on the breakdown of the estimates of each of these components are provided on the following pages.

**Construction Cost Estimates**

WWTS Component	Phase 1 67 Lots	Phase 2 325 Lots	Phase 3 220 Lots	Combined	
On-Lot	\$ 214,400.00	\$ 1,040,000.00	\$ 704,000.00	\$ 1,958,400.00	39%
Cost/Connection				\$ 3,200.00	
Collection	\$ 134,000.00	\$ 650,000.00	\$ 440,000.00	\$ 1,224,000.00	24%
Cost/Connection				\$ 2,000.00	
Treatment	\$ 157,872.79	\$ 765,800.85	\$ 518,388.26	\$ 1,442,061.90	29%
Cost/Treated Gal.				\$ 6.55	
Discharge	\$ 47,278.09	\$ 229,334.02	\$ 155,241.49	\$ 431,853.60	9%
Cost/Dischrg. Gal.				\$ 1.96	
<b>Construction Totals</b>	<b>\$ 553,550.88</b>	<b>\$ 2,685,134.87</b>	<b>\$ 1,817,629.75</b>	<b>\$ 5,056,315.50</b>	

**Planning and Other Project Related Estimates**

Contingencies 10%  
Legal 5%  
Engineering 15%

WWTS Component	Phase 1 67 Lots	Phase 2 325 Lots	Phase 3 220 Lots	Combined
Contingencies	\$ 55,355.09	\$ 268,513.49	\$ 181,762.98	\$ 505,631.55
Legal & Admin.	\$ 27,677.54	\$ 134,256.74	\$ 90,881.49	\$ 252,815.78
Engineering	\$ 83,032.63	\$ 402,770.23	\$ 272,644.46	\$ 758,447.33
<b>Planning &amp; Other Totals</b>	<b>\$ 166,065.26</b>	<b>\$ 805,540.46</b>	<b>\$ 545,288.93</b>	<b>\$ 1,516,894.65</b>

December 19, 2006

Arizona Corporation Commission

RE: Shadow Ridge Subdivision

To Whom It May Concern:

This letter is to confirm that Millennia Investment Corp. is willing to build the necessary Wastewater infrastructure (as outlined in the July 23, 2006 letter from Richard Jex) and convey it to Beaver Dam Water Company located at P.O. Box 550, Beaver Dam, Arizona 86432. This will allow Beaver Dam Water to avoid debt financing.

If you have any questions please contact me at 801-566-3882.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Jones", with a stylized flourish extending to the right.

Dan Jones  
President

**NOTICE OF HEARING ON ESTABLISHMENT OF THE VIRGIN RIVER DOMESTIC WASTEWATER  
IMPROVEMENT DISTRICT OF MOHAVE COUNTY, ARIZONA,**

**NOTICE IS HEREBY GIVEN** that pursuant to ARS Tit. 48, Ch. 6, including § 48-903, a Petition to establish the "Virgin River Domestic Wastewater Improvement District of Mohave County, Arizona" has been filed with the Clerk of the Mohave County Board of Supervisors.

**NOTICE IS FURTHER GIVEN** that the Petition will come before the Mohave County Board of Supervisors (the "Board") for discussion, consideration and possible action at a public hearing set for:

**January 6, 2003**, at the Board of Supervisors Meeting Room, 809 E. Beale St., Kingman, Arizona, commencing at 9:30 A.M. Kingman, Arizona time, or as soon thereafter as is determined by the Board to be appropriate.

The proposed Improvement District for which the Board has received a Petition to establish, is requested for the purpose of purchasing and operating an existing domestic wastewater delivery system within the District and to design and construct such modifications, repairs and additions thereto as needed to operate the system and provide wastewater and other sanitation services to the property owners within the District to the extent that such a system is economically feasible. Any improvements acquired by the District will be reviewed at the time of acquisition to determine the specifications of construction and to further determine compliance with federal, state and county laws, codes, regulations, ordinances, requirements, etc., all of said work to be financed by special assessments levied against the fronting lots and the issuance of assessment bonds as may now or hereafter be ordered pursuant to the County Improvement District Laws, currently as found in ARS Tit.Ch. 6, and to assess fees, taxes and other amounts also allowed by law. At the hearing conducted pursuant to ARS § 48-905, the Board will consider and possibly take action to establish the said "Virgin River Domestic Wastewater Improvement District of Mohave County Arizona" (sometime the "District") as allowed by ARS § § 48-905 and 48-906.

All interested property owners may appear and be heard on any matter relating to the consideration and possible action to establish the proposed District. Any person wishing to object to the establishment of the District may, before the date set for the hearing, file his objections with the undersigned Board Clerk.

**THE BOUNDARIES OF THE PROPOSED DISTRICT ARE:** Those certain parcels of land situated within T.40 N., R.15 W., T.40 N., R. 16 W., T. 41 N., R. 15 W., T. 41 N., R. 16 W., T. 42 N. R. 15 W., & T. 42 N. R. 16 W. G.& S.R.M., Mohave County, Arizona, being more particularly described as follows:

- T. 40 N., R. 15 W., G.& S.R.M. except portions of the following sections:
  - Section 2, W $\frac{1}{2}$  Govt. Lot 2, Govt. Lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ .
  - Section 3, Govt. Lots 1 thru 4 inclusive, S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ .
  - Section 4, Govt. Lot 1.
  - Section 6, all.
  - Section 7, all.
  - Section 8, all except APN 40235010, 40235045, 40235046, 40235070, S  $\frac{1}{4}$  SE  $\frac{1}{4}$ .
  - Section 9, all except APN 40236001, 40236008, 40236012, 40236013, SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , S  $\frac{1}{2}$  SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ .
  - Section 16, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ .
  - Section 17, NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ .
  - Section 18, W $\frac{1}{2}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ .
  - Section 20, NW $\frac{1}{4}$ .
- T. 40 N., R. 16 W. G & S.R.M. except portions of the following sections:
  - Section 25, NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ .
  - Sections 32 thru 36 inclusive.
- T. 41 N., R. 15 W., G. & S.R.M. except portions of the following sections:
  - Section 25, SE $\frac{1}{2}$ SE $\frac{1}{4}$  lying north of Interstate Highway No. 15.
  - Section 29, all.
  - Section 32, all, except APN 40261072, 40261002u, 40261002x, 40262043a.
  - Section 33, W $\frac{1}{2}$  lying west of SR 91, except the W $\frac{1}{2}$ SW $\frac{1}{4}$ .
  - Section 34, S $\frac{1}{2}$  except the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; the N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ .
  - Section 35, SW $\frac{1}{4}$ .
  - Section 36, all.
- T.41 N., R. 16 W., G.& S.R.M., except portions of the following sections:
  - Section 12, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ .
- T.42 N., R.15 W., G & S.R.M., all.
- T.42 N., R.16 W., G & S.R.M., all.

**NOTE:** Refer to attached legal descriptions for above noted APN's

**Legal Description for Proposed Virgin River Domestic Wastewater  
Improvement District**

T.40 N., R.15 W., G. & S.R.M.

Section 8

APN 402-35-010

Beginning at a point whence the SE Corner of said Sec. 8 bears S.45°53'E. 2422.70 feet;

PAGE 2 Legal Description for Proposed Virgin River Domestic Wastewater Improvement District

Thence N.31°53'E. 338.00 feet;  
Thence N.54°27'W. 182.00 feet;  
Thence S.29°40'W. 374.00 feet;  
Thence S.66°27'E. 169.00 feet to the point of beginning.  
Containing 1.44 acres.

APN 402-35-045

Beginning at the NE Corner of said Sec. 8; Thence S.27°42'51"W. 1771.50 feet; Thence S.46°32' E. 188.20 feet to the True Point of Beginning;

Thence S.35°54'12"W. 161.46 feet;  
Thence S.61°04'23"W. 148.10 feet;  
Thence S.14°10'33"E. 249.74 feet;  
Thence S.40°25'31"E. 471.70 feet;  
Thence N.31°22'09"E. 667.94 feet;  
Thence N.46°08'00"W. 268.61 feet;  
Thence S.51°14'53"W. 184.72 feet;  
Thence N.43°10'00"W. 223.23 feet to the True Point of Beginning.

Containing 7.081 acres.

Refer to QC Deed Book 2493 Page 208-211, incl. and Record of Survey Book 8 Page 40

APN 402-35-046

Beginning at a point whence the NE Corner of said Sec. 8 bears N.27°42'51"E. 1771.50 feet;

Thence S.46°32'00"E. 188.20 feet;  
Thence S.35°54'12"W. 161.46 feet;  
Thence S.61°04'23"W. 148.10 feet;  
Thence N.14°10'33"W. 143.29 feet;  
Thence N.26°53'17"E. 129.15 feet;  
Thence N.39°37'29"E. 100.98 feet to the point of beginning.

Containing 1.074 acres.

Refer to QC Deed Book 2493 Page 208-211, incl. and Record of Survey Book 8 Page 40

APN 402-35-070

S ½ NE ¼ and N ½ SE ¼ excluding all other assessors parcels within this described area. This parcel has never been surveyed and is a remainder of parcels being deleted over a period of time from the original parcel. County Assessors records indicate there is approximately 103.33 acres remaining in this parcel. Refer to County Assessors Mapping at Book 402 Map 35, 1 of 4, dated March 15, 2002 and QC Deed description for Parcel 2 in Book 2493 Page 208, which indicates the acreage to be 128.735 acres.

T.40 N., R.15 W., G. & S.R.M.

Section 9

APN 402-36-001

Beginning at the W. ¼ Corner of said Sec. 9; Thence N89°58'00"E. along the south boundary of the SW ¼ NW ¼ of said Sec. 9, 431.59 feet to the True Point of Beginning;

Thence N.18°13'17"W. 289.05 feet;  
Thence N.03°59'18"E. 603.58 feet;  
Thence S.63°12'18"E. 117.06 feet;  
Thence S.62°24'01"E. 658.28 feet;  
Thence S.44°42'45"E. 15.50 feet;  
Thence S.62°39'25"E. 182.82 feet;  
Thence S.34°24'04"W. 513.44 feet;  
Thence S.89°58'00"W. 522.67 feet to the True Point of Beginning.

Containing 11.75 acres.

Refer to Record of Survey Book 8 Page 44

APN 402-36-008 & 402-36-012 & 402-36-013

Beginning at the N 1/16 Corner of said Sec. 9, whence the NW Corner of said Sec. 9 bears N.00°03'42"E. along the west boundary of said Sec. 9, 1320.34 feet;

Thence N.89°57'10"E. 414.42 feet;  
Thence N.18°21'00"E. 297.43 feet;  
Thence S.67°47'30"E. 476.66 feet;  
Thence S.65°04'50"E. 337.20 feet;  
Thence S.66°02'10"E. 592.25 feet;  
Thence N.18°26'00"E. 296.94 feet;  
Thence N.89°57'10"E. 750.62 feet;  
Thence N.89°58'50"E. 1318.64 feet;  
Thence S.00°06'04"W. 1320.66 feet;  
Thence S.89°58'00"W. 1318.11 feet;  
Thence S.00°04'41"W. 1318.69 feet;  
Thence S.89°55'51"W. 1320.06 feet;  
Thence N.00°04'12"E. 1319.51 feet;  
Thence S.89°58'00"W. 365.99 feet;  
Thence N.34°24'04"E. 513.44 feet;  
Thence N.62°39'25"W. 182.82 feet;  
Thence N.44°42'45"W. 15.50 feet;  
Thence N.62°24'01"W. 658.28 feet;

Beaver Dam Water Company  
P.O. Box 550  
Beaver Dam, Arizona 86432

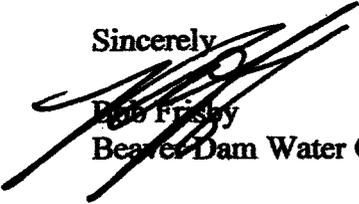
September 16, 2006

Docket Control  
Arizona Corporation Commission  
1200 W. Washington St.  
Phoenix, Arizona 85007

RE: Beaver Dam Water Company - Application of Certificate of CC&N to Provide  
Wastewater Service. Docket No. SW-03067A-06-0397.

1. Enclosed find a copy of a letter from David Rall, President of Scenic Investments LLC. Where in he requests that we include their property within our current CC&N wastewater requests  
this
2. Enclosed find **Amended Legal Description** for the above referenced application.

Sincerely



Edie Frisby  
Beaver Dam Water Company

***Scenic Investments LLC***

*190 East Mesquite Blvd, Ste A  
Mesquite, NV 89027  
Telephone 702-346-6195, FAX 702-346-8001*

September 13, 2006

**To: Beaver Dam Water Company**

**You have indicated that Beaver Dam Water Company has applied for a CCN for Waste Water treatment near the area of our proposed subdivision. Please include our property, legal description is attached, on Exhibit A of your application.**



**David Rall  
President, Scenic Investments LLC**

Requested at the request of:  
Chicago Title Insurance Company  
when recorded mail to:  
SCENIC INVESTMENTS LLC  
199 N. MESQUITE BLVD #2  
MESQUITE, NV 89024

2005009311 BK 5412 PG 669  
OFFICIAL RECORDS OF HOWARD COUNTY  
JOAN MC CALL, HOWARD COUNTY RECORDER  
01/28/2005 07:28A PAGE 1 OF 2  
CHICAGO TITLE INS CO  
RECORDING FEE 16.00

Order No.: 0102337-010-000

### Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, 1 or we,

ARVADA RANCH PROPERTIES LIMITED LIABILITY COMPANY, an Arkansas Limited Liability Company

do/they hereby convey to

SCENIC INVESTMENTS LLC, a Nevada Limited Liability Company

the following real property situated in Nevada, County, Arbores:

See Exhibit A attached hereto and made a part hereof.

**SUBJECT TO:** Current taxes and other assessments, encumbrances in process and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

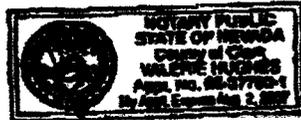
And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor hereto, and no other, subject to the matters set forth.

Dated this 17<sup>th</sup> day of January, 2005

ARVADA RANCH PROPERTIES, LLC, an Arkansas Limited Liability Company

*Danielle L Sweet*  
By: DANIELLE L SWEET  
ATTORNEY-IN-FACT

STATE OF Nevada,  
County of Clark



This instrument was acknowledged and executed before me this 17<sup>th</sup> day of January, 2005 by Danielle L Sweet who acknowledged to be the Attorney-in-Fact of ARVADA RANCH PROPERTIES LIMITED LIABILITY COMPANY, and that as such officer, being authorized to do so, signed the name of the Limited Liability Company.

*Valerie Hughes*  
Notary Public

My commission expires: Aug. 2, 2007

PAGE 2 OF 2  
BK 5412 PG 670 -EE#2005009311

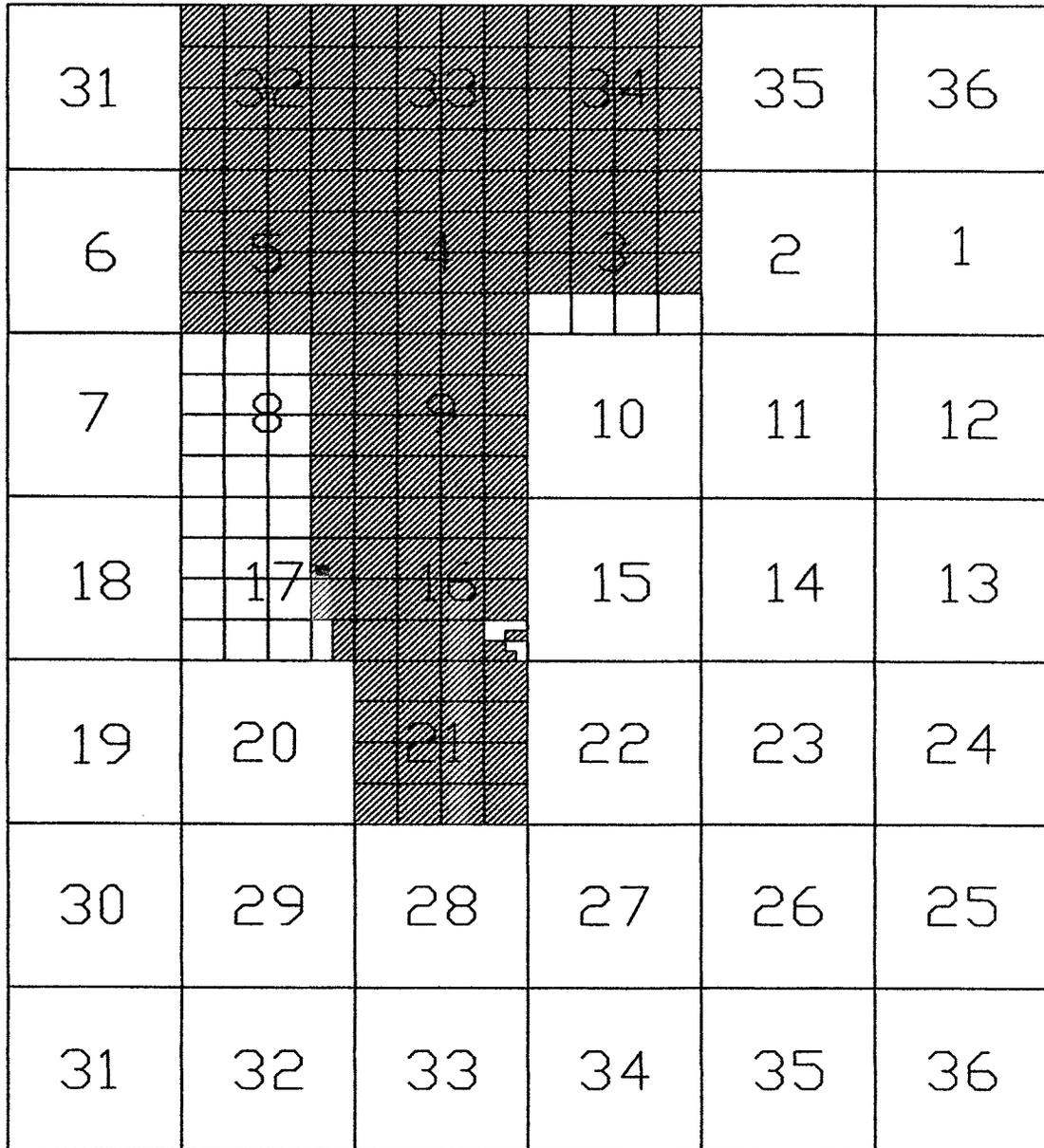
**Exhibit A**

**PARCEL NO. 1, as shown on Record of Survey Plat recorded February 6, 2004, in Book 25 of Records of Surveys, page 59, records of Mohave County, Arizona; situate in the Northwest quarter of the Southeast quarter (NW1/4 SE1/4) of Section 33, Township 40 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.**

FIGURE #1

MOHAVE	3-5,8,9,16,17&21 32, 33 & 34	39 N 40 N	16 W
COUNTY	SECTION	TOWNSHIP	RANGE

SHADOW RIDGE/SCENIC AREA



MAP # 31 & 35



BEAVER DAM WATER COMPANY, Inc,  
DOCKET No. W-03067A-06-0397  
APPLICATION FOR SEWER CC&N

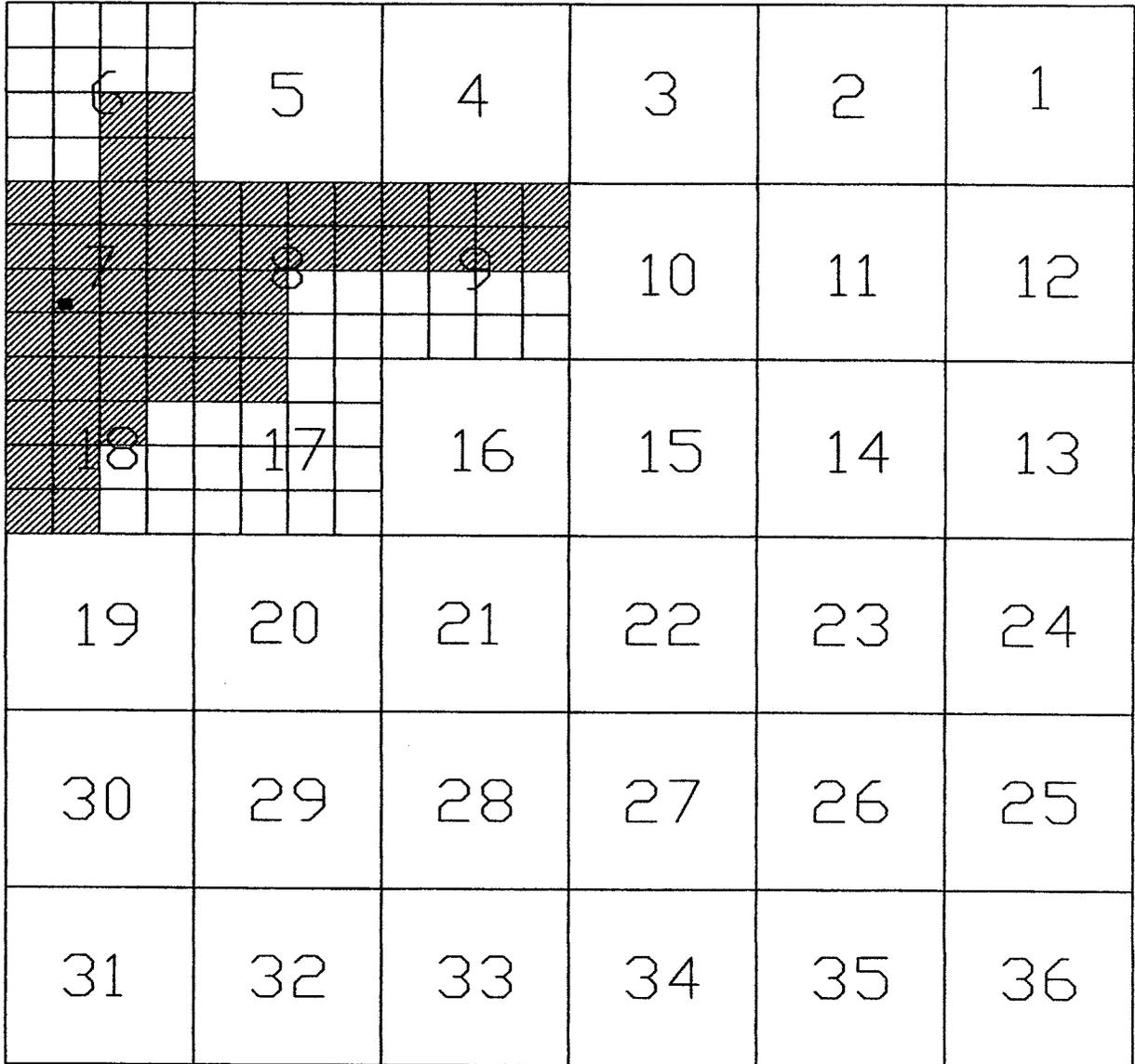


WASTEWATER TREATMENT PLANT SITE

FIGURE #2

MOHAVE	6, 7, 8, 9, 17 & 18	40 N	15 W
COUNTY	SECTION	TOWNSHIP	RANGE

LITTLEFIELD AREA



MAP # 30



BEAVER DAM WATER COMPANY, Inc,  
DOCKET No. W-03067A-06-0397  
APPLICATION FOR SEWER CC&N



PROPOSED WASTEWATER  
TREATMENT PLANT SITE

BEAVER DAM WATER COMPANY  
DOCKET NO. W-03067A-06-0397  
LEGAL DESCRIPTION FOR SEWER CC&N

**Township 40 North, Range 15 West, of the Gila and Salt River Basin and Meridian,  
Mohave County, Arizona**

Section 6  
SE  $\frac{1}{4}$

Section 7  
All

Section 8  
SW  $\frac{1}{4}$  and the N  $\frac{1}{2}$

Section 9  
N  $\frac{1}{2}$

Section 17  
N  $\frac{1}{2}$  of the NW  $\frac{1}{4}$

Section 18  
W  $\frac{1}{2}$  and the N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$

**Township 39 North, Range 16 West, of the Gila and Salt River Basin and Meridian,  
Mohave County, Arizona**

**Section 3**

N ½ and the N ½ of the S ½

**Section 4**

All

**Section 5**

All

**Section 8**

E ½ of the E ½

**Section 9**

All

**Section 16: All – except the following:**

The East 396 feet of the SE ¼ of the SE ¼ of the SE ¼ of the S ½

N ½ of the SE ¼ of the SE ¼ of the SE ¼

S ½ of the NW ¼ of the SE ¼ of SE ¼

N ½ of the NW ¼ of the SE ¼ of SE ¼

N ½ of the NE ¼ of the SW ¼ of SE ¼

**Section 17**

E ½ of the NE ¼

NE ¼ of the SE ¼

E ½ of the SE ¼ of the SE ¼

**Section 21**

All

**Township 40 North, Range 16 West, of the Gila and Salt River Basin and Meridian,  
Mohave County, Arizona**

Section 32

All

Section 33

All

Section 34

All