



0000107719

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

Arizona Corporation Commission

DOCKETED

RA

KRISTIN K. MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

JAN 26 2010

DOCKETED BY
nr

IN THE MATTER OF THE APPLICATION OF
GRAHAM COUNTY ELECTRIC COOPERATIVE,
INC. TO AMEND ITS CERTIFICATE OF
CONVENIENCE AND NECESSITY AND TO
TRANSFER CERTAIN OF ITS ASSETS TO THE
CITY OF SAFFORD.

DOCKET NO. E-01749A-09-0185

DECISION NO. 71471

OPINION AND ORDER

DATE OF HEARING:

November 17, 2009

PLACE OF HEARING:

Tucson, Arizona

ADMINISTRATIVE LAW JUDGE:

Jane L. Rodda

APPEARANCES:

Michael M. Grant, GALLAGHER &
KENNEDY, PA, on behalf of Graham
County Electric Cooperative, Inc.;

Jeffrey C. Zimmerman, MOYES,
SELLERS & SIMS, on behalf of the City
of Safford; and

Maureen Scott, Staff Attorney, Legal
Division, on behalf of the Utilities
Division of the Arizona Corporation
Commission.

BY THE COMMISSION:

* * * * *

Having considered the entire record herein and being fully advised in the premises, the
Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

FINDINGS OF FACT

Procedural History

1. On April 17, 2009, Graham County Electric Cooperative, Inc. ("GCEC" or
"Cooperative") filed with the Commission an application to approve the modification of its

1 Certificate of Convenience and Necessity ("CC&N") and approve the transfer of certain GCEC assets
2 within an area known as the Safford Service Area ("SSA") to the City of Safford ("City" or
3 "Safford").

4 2. On June 24, 2009, the Commission's Utilities Division ("Staff") filed a letter
5 informing the Cooperative that its Application was sufficient.

6 3. By Procedural Order dated July 1, 2009, a Procedural Conference convened on July
7 16, 2009, for the purpose of discussing procedures to govern the proceeding, in particular the form of
8 public notice. GCEC and Staff appeared through counsel and an attorney for the City of Safford was
9 also present. The parties agreed to develop a form, or forms, of notice for the hearing in this matter.

10 4. On August 13, 2009, GCEC filed a "Request for Procedural Order and Filing of
11 Proposed Notice Forms."

12 5. By Procedural Order dated August 31, 2009, the forms of notice, as agreed to by
13 Staff and the Cooperative, were adopted with slight modifications to include the details of the hearing
14 to and to conform with typical Commission notices;¹ and the matter was set for hearing on November
15 17, 2009.

16 6. On October 2, 2009, GCEC filed Affidavits of Publication and/or Mailing which
17 indicate that notice was published in the *Eastern Arizona Courier*, a newspaper of general circulation
18 in Safford, Arizona, on September 23, 2009, and mailed to all GCEC members who are actively
19 receiving service in the Safford Service Area and to the 20 property owners who hold 40 larger
20 undeveloped land parcels within the Safford Service Area.

21 7. On October 19, 2009, Staff filed its Staff Report, recommending approval of the
22 Application.

23 8. On October 23, 2009, the City of Safford filed a Request for Leave to Intervene,
24 which was granted on October 28, 2009.

25 9. On November 3, 2009, GCEC filed a Response to the Staff Report, agreeing with the
26 Staff Report, but providing clarification of a few facts and providing an updated listing of existing
27

28 ¹ One form of notice was prepared for publication, and another to be mailed to those directly affected by the application.

1 customer locations.

2 10. The hearing convened as scheduled on November 17, 2009, before a duly authorized
3 Administrative Law Judge. Mr. Steven Lines, general manager, testified for the Cooperative, and
4 Mr. Alexander Igwe, Executive Consultant, testified for Staff. The City of Safford did not present a
5 witness, but was represented at the hearing by counsel.

6 11. Following the hearing, at the request of the Administrative Law Judge, GCEC filed
7 late-filed exhibits consisting of the 1946 Agreement by and between Graham County Rural Electric
8 Co-operative, Inc., Safford and the Town of Thatcher ("Thatcher"); and the Wheeling and
9 Transmission Agreement between Graham County Electric Cooperative, Inc. and the City of Safford
10 dated December 19, 2008.

11 Background

12 12. GCEC is a non-profit electric distribution cooperative, which received certification
13 from the Commission in Decision No. 33006 (April 6, 1961) to operate and maintain an electric
14 system in most areas of Graham County, Arizona. The Cooperative serves areas located south and
15 east of the San Carlos Apache Indian Reservation, but excluding areas within the corporate
16 boundaries of the City of Safford and Town of Thatcher. GCEC currently serves approximately
17 6,200 members.

18 13. The City of Safford is a municipal corporation that operates electric distribution
19 systems within and outside its corporate boundaries.

20 14. Prior to 1946, the Arizona General Utilities Company ("AGU") was the sole provider
21 of electric service within Graham County. In 1946, GCEC, Safford and Thatcher jointly acquired the
22 assets of AGU. On January 22, 1946, GCEC, Safford and Thatcher entered into a joint contract (the
23 "1946 Agreement") whereby Safford and Thatcher acquired the AGU assets within their respective
24 boundaries, and GCEC acquired the remaining assets.

25 15. The 1946 Agreement had an "Acquisition Clause" which states as follows:

26 Safford and Thatcher, or either, upon the annexation or extension
27 of their corporate limits, at any time in the future, of territory adjacent to
28 either of the said towns, shall be sold the distribution facilities then
existing in any such territory and owned by the Co-op upon a
replacement new cost less depreciation basis, with no goodwill or going

1 concern element considered, and in no event shall the Co-op require that
2 condemnation proceedings be instituted for such acquisition.

3 16. Since 1961, Safford has exercised the Acquisition Clause in annexing several
4 portions of GCEC's certificated territory.

5 17. GCEC testified that because the 1946 Agreement was somewhat ambiguous, there
6 have been on-going disputes between Safford and the Cooperative regarding the parties' rights,
7 obligations and duties under the 1946 Agreement and Arizona laws; the provision of service to areas
8 annexed by Safford; and the correct interpretation and application of the Acquisition Clause.
9 Disputes involving the Acquisition Clause have twice been ultimately decided by the Arizona
10 Supreme Court.² Currently, GCEC and Safford have pending lawsuits regarding which entity has the
11 right to serve certain portions and customer loads within Safford.³ In 2005, in the currently pending
12 Graham County Superior Court case, the court issued a preliminary injunction restraining Safford
13 from providing electric service to the Wal-Mart Supercenter located in the Safford Service Area.

14 18. According to GCEC, the arrangement under the 1946 Agreement has led to customer
15 confusion as both GCEC and Safford compete to serve new customers located within the SSA.

16 Territorial Settlement Agreement

17 19. Effective January 1, 2009, GCEC and Safford entered into a comprehensive
18 Territorial Settlement Agreement ("TSA") in an attempt to fully resolve all disputed issues relating to
19 the 1946 Agreement and the pending Litigation. A copy of the TSA is attached hereto as Exhibit A.⁴

20 20. The parties intend that the TSA will provide "...for a more orderly, mutually
21 beneficial and rational allocation of electric service responsibilities within the corporate limits of
22 Safford as they have expanded and as they will continue to expand from time to time in the
23 future...."⁵

24 ² *Graham County Elec. Coop. v Town of Safford*, 84 Ariz. 15, 322 P.2d 1078 (1958) and *Graham County Elec. Coop. v.*
25 *Town of Safford*, 95 Ariz. 174, 388 P.2d 169 (1963).

26 ³ These lawsuits have been consolidated into a single case, titled *City of Safford (Plaintiff/defendant) v. Graham County*
27 *Electric Cooperative (Plaintiff/defendant)* in Graham County Superior Court Case Nos. CV2005-081 and CV2005-083
28 (the "Litigation").

⁴ In the 1970s, Thatcher and GCEC entered into a new agreement concerning Thatcher's annexations, which agreement
GCEC believes is working well. The agreement between Safford and GCEC is patterned after the agreement with
Thatcher.

⁵ Application at 3.

1 21. The TSA defines the SSA which is currently part of GCECs service territory. The
2 SSA encompasses the city limits, including areas in which Safford currently provides service, and
3 certain areas in which it anticipates providing service in the near future. The legal description of the
4 SSA is attached hereto as Exhibit B.

5 22. The TSA provides that after January 1, 2009, GCEC will not object to Safford
6 connecting new customers located within the SSA. The TSA requires GCEC to seek Commission
7 approval to modify portions of its CC&N that overlap the SSA, and to transfer certain of GCEC's
8 assets to the City.

9 23. Under the terms of the TSA, GCEC will serve the Wal-Mart Supercenter through
10 December 31, 2012. If this application is approved, on January 1, 2013, without further order of the
11 Commission, GCEC will transfer the Wal-Mart load and its related infrastructure to Safford.
12 Concurrent with the transfer of the Wal-Mart load, GCEC will assume responsibility for serving the
13 Safford Municipal Airport properties, and acquire the City's infrastructure serving the Airport in a
14 quid pro quo transaction. Because the Airport is currently within the Cooperative's CC&N (although
15 currently served by the City), GCEC does not require Commission authorization to serve the Airport
16 load.

17 24. The TSA also provides that GCEC will continue to serve its existing customers in the
18 SSA as of January 1, 2009, through December 31, 2015. At the time the parties entered into the TSA,
19 GCEC was serving 682 customers within the SSA. A list of the locations that GCEC will continue to
20 serve until January 1, 2016,⁶ is attached hereto as Exhibit C.⁷

21 25. On January 1, 2016, the TSA provides that GCEC will transfer to Safford all its
22 customers and electric infrastructure within the SSA. To effectuate this provision, the TSA requires
23 GCEC to file a new application with the Commission, no later than January 15, 2015. In this
24 prospective application, GCEC will request the Commission to delete any portion of its CC&N
25 overlapping the SSA, and for authorization to transfer all of its distribution assets used to serve that
26 load within the SSA to Safford, effective January 1, 2016.

27 ⁶ Or Commission approval, which ever is later.

28 ⁷ At the time of the hearing, GCEC served approximately 600 customers in the SSA. Transcript of the November 17, 2009, hearing ("Tr.") at 20.

1 26. Upon Commission approval of the 2015 application, Safford would become the sole
2 provider of electric service within the SSA.⁸

3 27. Until the final transfer on January 1, 2016 (or Commission approval), new customers
4 located within the SSA will be serviced by Safford unless Safford does not have the facilities in place
5 to serve them.⁹ The six-year transition period is intended to allow the parties to have time to prepare
6 for the transfer. GCEC will have the revenue stream for six years and Safford will make any
7 necessary system improvement needed to accept the new load.

8 28. The inventory of facilities serving existing customers, and to be transferred to Safford
9 in 2016, will be determined when GCEC files its second application in 2015. The purchase price of
10 the facilities serving the existing load will be the sum of (i) an amount equal to the replacement cost
11 less depreciation, but in no event less than \$950,000 or greater than \$1,250,000; plus (ii) the cost of
12 any new facilities GCEC installs after January 1, 2009 (the effective date of the agreement).¹⁰

13 29. In the future, if the City wants to expand service outside the SSA, the TSA provides
14 that Safford must give GCEC three years notice of its intent to purchase GCEC's assets used to serve
15 the new load and provides, *inter alia*, that the sales price will be five times the annual billings for
16 service to customers in the annexed area. Safford agrees to utilize the procedures set forth in the TSA
17 as an alternative to condemnation.¹¹

18 30. Concurrent with entering into the TSA, the parties entered into a Wheeling and
19 Transmission Agreement under which the parties agree that GCEC will continue to provide Safford
20 with transmission services.

21 31. GCEC believes the TSA will provide electric planning and service provision certainty
22 for the affected area, and that the benefits of the TSA include reduced customer confusion, the
23 preservation of the wheeling revenue from Safford, and avoidance of expensive and burdensome
24 litigation. Mr. Lines testified that the parties have struggled for years with the question of which
25

26 ⁸ GCEC and Safford understand that the Commission considering the 2015 application is not bound by the agreement of
the parties. Tr. at 65-66.

27 ⁹ If it makes more economic sense for GCEC to serve a new connection, the City will ask GCEC to hook-up the new
customer and the parties will file a borderline agreement with the Commission. Tr. at 10 and 21.

28 ¹⁰ TSA at § 7.

¹¹ TSA at § 5.4.

1 entity will serve new customers in areas of overlap.¹²

2 Staff's Analysis

3 32. Staff's engineer inspected the proposed SSA and observed the distribution facilities
4 that would be transferred to Safford, and both the Wal-Mart and Airport facilities.

5 33. Staff concludes that the transfer of assets in the SSA is reasonable under the terms
6 of the TSA and that it is in the public interest. Staff believes the resolution of the issues that arose
7 under the 1946 Agreement and dismissal of the currently pending litigation is a benefit of the TSA.

8 34. Staff does not believe that the transfer would cause a detrimental impact to service
9 reliability. Staff recommends that the Cooperative's application to amend its CC&N and transfer
10 certain assets to Safford pursuant to the TSA be approved.

11 35. Staff did not prepare a comparative analysis of the rates and terms of service of
12 GCEC and Safford, believing such analysis is relevant to the 2015 application.

13 36. Mr. Lines testified that Safford's rates were slightly less than GCEC's.¹³

14 Analysis and Resolution

15 37. The TSA is in the public interest because it fairly resolves a long-standing dispute
16 between the parties over which entity will serve customers in and around the City of Safford. It will
17 limit customer confusion and provides a roadmap for future expansion by the city of Safford.
18 Approval and implementation of the TSA will also allow the parties to avoid the expense of litigation
19 associated with the overlapping service areas, including dismissal of the currently pending lawsuits.
20 The transition period allows both parties to plan for the transfer and provides that GCEC will retain
21 the wheeling revenues from Safford. Finally, GCEC would be protected from Safford using its
22 powers of condemnation to acquire GCEC assets. For all of these reasons, we agree with Staff that
23 approval of the TSA is in the public interest.

24 38. The Commission would like to take this opportunity to strongly encourage Safford to,
25 in advance of any final transfer of assets in 2016, adopt renewable energy, net metering, energy
26 efficiency and low income assistance policies that approximate the programs that are currently

27 _____
28 ¹² Tr. at 17.

¹³ Tr. at 25, 44.

1 available to the customers of Graham County Electric Cooperative. We believe that in such a
2 transition period toward the potential transfer of customers and assets from a regulated electric utility
3 to an unregulated utility, the public interest necessitates that the unregulated utility be able to
4 demonstrate that it is moving to adopt renewable energy, energy efficiency and low-income
5 assistance policies that are at least roughly commensurate with those of the regulated utility, so that
6 the transferred customers are not deprived of the benefits of those policies.

7 CONCLUSIONS OF LAW

- 8 1. GCEC is an Arizona public service corporation within the meaning of Article XV,
9 Section 2, of the Arizona Constitution.
- 10 2. The Commission has jurisdiction over GCEC and over the subject matter of the
11 application.
- 12 3. Notice of the application was provided as required by law.
- 13 4. The City of Safford is capable of operating the electrical assets that will be transferred
14 and of providing safe and reliable service to the customers being transferred from GCEC.
- 15 5. The modification of GCEC's CC&N as described in the application, and at the
16 hearing, is in the public interest.

17 ORDER

18 IT IS THEREFORE ORDERED that the Territorial Settlement Agreement between Graham
19 County Electric Cooperative, Inc. and the City of Safford, attached hereto as Exhibit A, is approved,
20 and Graham County Electric Cooperative Inc.'s Certificate of Convenience and Necessity is modified
21 to delete the Safford Service Area, as set forth in Exhibit B, EXCEPT that Graham County Electric
22 Cooperative, Inc. shall continue to serve the Wal-Mart SuperCenter located to the east of 20th Avenue
23 between US 70 and 8th Street, until December 31, 2012; and not deleting the premises inside the SSA
24 where Graham County Electric Cooperative, Inc. currently provides service, as described in detail in
25 Exhibit C hereto, pending a future application to transfer these locations to the City of Safford
26 effective January 1, 2016.

27 IT IS THEREFORE ORDERED that Graham County Electric Cooperative, Inc. shall file a
28 new application with the Commission, no later than January 15, 2015, that requests the Commission

1 to delete any portion of its CC&N overlapping the SSA, and for authorization to transfer all of its
2 distribution assets used to serve that load within the SSA to the City of Safford, effective January 1,
3 2016.

4 IT IS FURTHER ORDERED THAT on January 1, 2012, and when Graham County Electric
5 Cooperative files its application to transfer its assets and customers no later than January 15, 2015,
6 Graham County Electric Cooperative shall, after consultation with the City of Safford, file with the
7 Commission a report detailing the progress that has been made by the City of Safford toward
8 developing renewable energy, net metering, energy efficiency and low income assistance policies that
9 approximate the programs that are currently available to the customers of Graham County Electric
10 Cooperative.

11 ...
12 ...
13 ...
14 ...
15 ...
16 ...
17 ...
18 ...
19 ...
20 ...
21 ...
22 ...
23 ...
24 ...
25 ...
26 ...
27 ...
28 ...

1 IT IS FURTHER ORDERED that in approving the Territorial Settlement Agreement, and
2 issuing this Order, the Commission is not bound to approve the future application to modify the
3 Certificate of Convenience and Necessity or transfer the retained customer premises; the parties
4 retain the burden of proof of demonstrating the future modification of the Certificate of Convenience
5 and Necessity and the transfer of assets is in the public interest; and the Commission shall consider
6 any such application on its own merits in the context of the entirety of circumstances as they exist at
7 the time.

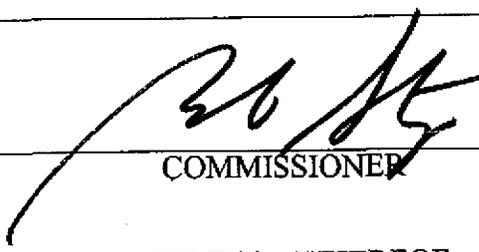
8 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

9 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

11 
12 CHAIRMAN

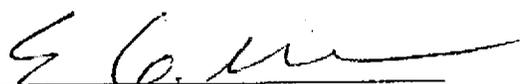

COMMISSIONER

13 
14 COMMISSIONER


COMMISSIONER


COMMISSIONER

15 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
16 Executive Director of the Arizona Corporation Commission,
17 have hereunto set my hand and caused the official seal of the
18 Commission to be affixed at the Capitol, in the City of Phoenix,
19 this 26th day of January, 2010.


20 ERNEST G. JOHNSON
21 EXECUTIVE DIRECTOR

22 DISSENT _____

23 DISSENT _____

1 SERVICE LIST FOR:

GRAHAM COUNTY ELECTRIC COOPERATIVE,
INC.

2
3 DOCKET NO.:

E-01749A-09-0185

4 Michael M. Grant
5 Mark Deatherage
6 GALLAGHER & KENNEDY, PA
7 2575 East Camelback Road
8 Phoenix, AZ 85016-9225
9 Attorneys for GCEC

10 Jeffrey C. Zimmerman
11 MOYES, SELLERS & SIMS
12 1850 North Central Avenue, Suite 1100
13 Phoenix, AZ 85004
14 Attorneys for the City of Safford

15 Janice Alward, Chief Counsel
16 LEGAL DIVISION
17 Arizona Corporation Commission
18 1200 West Washington Street
19 Phoenix, AZ 85007

20 Steven M. Olea, Director
21 UTILITIES DIVISION
22 Arizona Corporation Commission
23 1200 West Washington Street
24 Phoenix, AZ 85007

25
26
27
28

EXHIBIT "A"

TERRITORIAL SETTLEMENT AGREEMENT

1. AGREEMENT AND PARTIES.

This Territorial Settlement Agreement ("this Agreement") is entered into by and between the City of Safford and Graham County Electric Cooperative, Inc. (the "Parties") pursuant to the Principles as defined in Section 2.9.

2. DEFINITIONS.

2.1 "ACC" refers to the Arizona Corporation Commission.

2.2 "Airport Property" refers to the property described on Exhibit "A" hereto.

2.3 "Authorized Representative" refers to a representative designated from time to time by a Party to work with the designated representative of the other Party and having the authority of such Party to implement the agreements of the Parties set forth in this Agreement.

2.4 "CFC" refers to the National Rural Utility Cooperative Finance Corporation.

2.5 "Graham" refers to Graham County Electric Cooperative, Inc.

2.6 "Graham's CC&N" refers to Graham's Certificate of Convenience and Necessity issued by the ACC in its Decision No. 33006 dated April 6, 1961.

2.7 "Lawsuits" refers to Graham County Superior Court Cause Nos. CV2005-0081 and CV2005-0083.

2.8 "1946 Agreement" refers to the Agreement entered into by and between Safford, Graham, and the City of Thatcher and dated January 22, 1946.

2.9 "Principles" refers to the Settlement Principles of Territorial Issues Between Safford and Graham entered into on September 8, 2008.

2.10 "Safford" refers to the City of Safford.

2.11 "Safford Service Area" refers to the area depicted on Exhibit "B" hereto.

2.12 "Wal-Mart Property" refers to the property to the east of 20th Avenue, between US 70 and 8th Street, on which the Wal-Mart SuperCenter is located.

2.13 "Wheeling and Transmission Agreement" refers to the Wheeling and Transmission Agreement Between Safford and Graham entered into contemporaneously herewith, as may be amended from time to time.

EXHIBIT "A"

3. EFFECTIVE DATE.

This Agreement shall become effective as of January 1, 2009 (the "Effective Date").

4. PROVISION OF SERVICE WITHIN THE SAFFORD SERVICE AREA.

4.1 Except as otherwise provided pursuant to other provisions in this Agreement set forth below, from January 1, 2009 through the closing of the sale of the Final Transfer Facilities pursuant to Section 7 herein, Safford and Graham shall each continue to provide electric service to the existing loads and customers within the Safford Service Area that each of them is serving as of the Effective Date.

4.2 Graham will not object to Safford connecting new customer loads located within the Safford Service Area to Safford's distribution facilities and providing electric service to such new loads after January 1, 2009.

4.3 Customers that are receiving construction or temporary service from Graham as of January 1, 2009 within the Safford Service Area shall become customers of Safford on the date such construction or temporary service is connected to Safford's distribution facilities. Safford shall have the right to and shall make such connections no later than the closing of the sale of the Final Transfer Facilities pursuant to Section 7 herein.

4.4 If, after January 1, 2009, any customer requires new or temporary service within the Safford Service Area, and Safford has not acquired the Final Transfer Facilities, as defined in Section 7, and it is anticipated that Safford will not have constructed connecting distribution facilities in order to provide the service to the new customer, the Parties agree that Graham (and not Safford) will, after discussions, deliberation, and agreement with Safford, proceed to install all necessary facilities to timely serve the new customer's load, temporarily connecting any such new customer's load to Graham-owned distribution facilities.

4.4.1. In such event, such new customer shall become a retail customer of Graham and such new customer's load shall continue to be served by Graham until the Final Transfer Facilities are transferred to Safford.

4.4.2 Also in such event, Safford shall reimburse Graham for Graham's actual cost of installing all necessary facilities to serve such new customer's load, including any line extension costs, but less any contributions that would be payable by such customer for such facilities, at the time of closing of the transaction transferring the Final Transfer Facilities to Safford.

4.5 Graham shall also serve, until the Final Transfer Facilities are transferred to Safford, any new customer's load located within the Safford Service Area, which customer: (i) demands service from Graham prior to the date that the ACC approves the modification to Graham's CC&N pursuant to Section 8; and (ii) refuses to instead be connected to Safford's distribution system to be served by Safford pending the transfer of the Final Transfer Facilities to Safford.

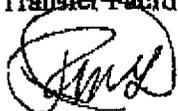
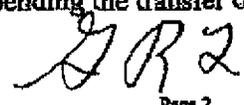



EXHIBIT "A"

4.5.1 Safford shall reimburse Graham for the actual cost of facilities installed by Graham, including any line extension costs, but less any contribution paid by the customer and retained by Graham, for such service to customers pursuant to this Section 4.5, but in no event shall such reimbursement be any greater than the costs that the Parties agree would be incurred by Safford to connect such customer to Safford's distribution system (less any contributions that would be payable by such customer).

4.5.2 Safford shall pay Graham such agreed upon costs at the closing of the transaction transferring the Final Transfer Facilities to Safford.

4.6 The costs incurred for and any value of the facilities and associated line extensions described in Section 4.4 and Section 4.5 shall be excluded from the final RCLD Purchase Price of the Final Transfer Facilities determined pursuant to Section 7.3(i), and instead shall be payable pursuant to Section 7.3(ii).

5. PROVISION OF SERVICE OUTSIDE THE SAFFORD SERVICE AREA.

5.1 Beginning January 1, 2009, Safford shall have the right to provide electric service in territory outside the Safford Service Area to customers located in areas annexed by Safford, provided Safford first acquires, pursuant to the procedures specified in this Section 5, Graham's distribution facilities used to serve loads located in such annexed areas.

5.2 In any such acquisition of facilities by Safford from Graham pursuant to Section 5.1, Graham shall retain any facilities necessary for Graham to continue to provide service to its customers' loads in area(s) Graham will be continuing to serve. The Parties shall make good faith efforts to promptly identify the facilities to be retained by Graham.

5.3 For any such acquisition pursuant to Section 5.1, Safford shall give Graham three (3) years' written notice of its intention to purchase Graham's electrical distribution facilities used to serve load located in any such annexed area outside the Safford Service Area that Safford intends to serve. Graham shall file and diligently pursue appropriate requests with the ACC, the CFC, and any other holder(s) of liens on the facilities being acquired, requesting (i) approval of the transfer to Safford of title to such facilities, (ii) release of any and all liens made by Graham on such facilities, and (iii) authority to discontinue retail electric service to the affected customers as of the third anniversary of the notice. Graham shall use reasonable efforts to obtain approval by the ACC, CFC, and any such lienholder prior to the third anniversary of the notice. Safford agrees to assist Graham in obtaining such approvals by providing a letter and testimony in support of the approvals, if testimony is requested by Graham or the ACC, at Safford's own expense.

5.4 The purchase price paid to Graham for any such facilities acquired by Safford pursuant to Section 5.1 shall be five (5) times the annual billings for service to customers in the annexed area (such billings to be determined by reference to Graham's records,

EXHIBIT "A"

which Graham shall make available to Safford, and which Safford may audit at its sole expense) based upon the total amount of all ACC authorized items and charges shown on the last twelve monthly bills for each customer in the annexed area, with the last of such twelve monthly bills to be the last one that was sent at least thirty days before the third anniversary of the notice.

5.5 In the event Graham adds facilities in the territory after Safford has given the written notice pursuant to Section 5.3 and prior to acquisition, the formula set forth in Section 5.4 shall be used to determine the purchase price of such facilities, and in the event such facilities have not been installed for one full year prior to acquisition, a full year of service and billings for the customers being served by such additional facilities added in the annexed area shall be developed to determine the purchase price based upon proration of available service and billing data. For service to any customer(s) being served by such additional facilities added in the annexed area to whom no monthly bill has been sent at least thirty days before the third anniversary of the notice, the Parties will, within thirty days after the closing date, calculate and agree on the additional purchase price of the added facilities for such customer(s) based on a prorated year of billings for such customer(s), and Safford shall then pay Graham such additional purchase price amount within thirty days after the Parties agree on the calculation.

5.6 Subject to receipt of necessary regulatory and other approvals necessary to sell such facilities to Safford, the scheduled closing date for the transfer of any facilities pursuant to Sections 5.1 through 5.5 shall be the third anniversary of the date the notice is given. The form and substance of any transfer documentation for the transfer of such facilities shall be reasonably satisfactory to both Parties and shall warrant that such facilities and associated real property interests are being conveyed free and clear of any monetary liens.

5.7 In the event, for any reason, Graham has not obtained approval from the ACC, CFC, or any other person or entity holding a lien made by Graham on Graham's portion of the facilities to be transferred pursuant to Sections 5.1 through 5.5 prior to the third anniversary of the date notice is given pursuant to Section 5.3, Graham shall pay Safford, until the closing of the sale of the facilities being acquired, a fee equal to the product of a rate (in Dollars per kWh) equal to the then current wheeling rate (in Dollars per kWh), multiplied by all monthly retail electric sales in kWh of Graham's customer accounts, starting as of such third anniversary of the notice, for customers served by the facilities being acquired.

5.8 Safford shall, as the sole alternative to using its powers of condemnation, use the method set forth in Sections 5.2 to 5.7 for the purpose of expanding its electric system and electric services beyond the Safford Service Area.

5.8.1 However, nothing contained herein shall (i) bar Safford from increasing its municipal boundaries pursuant to lawful annexation of properties, or (ii) limit the right of Safford to exercise its powers of condemnation.

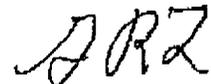



EXHIBIT "A"

5.8.2 If, however, Safford chooses to proceed by condemnation against Graham, Graham shall not be limited in such proceeding to the determination of a value for its facilities as specified in this Agreement, including without limitation the formulae set forth in Sections 5.4 and 5.5.

5.9 Graham will not object to Safford expanding its distribution system outside of (a) the Safford Service Area or (b) any area where Safford has acquired facilities and service rights pursuant to Sections 5.1 through 5.5 if such expansion is solely for reliability purposes, interconnects with electric facilities of Graham in accordance with the Wheeling and Transmission Agreement, or with the Town of Thatcher, and so long as such facilities serve no retail electric distribution load that is not within either (a) the Safford Service Area, or (b) any area where Safford has acquired facilities and service rights pursuant to Sections 5.1 through 5.5.

5.10 Subject to the provisions of Section 8.5, the 1946 Agreement is hereby terminated.

6. INITIAL TRANSFER DATE AND INITIAL TRANSFER FACILITIES.

6.1 Electric service to the electric customers' loads of the Airport Property shall continue under existing arrangements until the Initial Transfer Date, as defined in Section 6.2, so that until the Initial Transfer Facilities, as defined in Section 6.3, are exchanged between the Parties, Safford will receive and pay for retail electric service from Graham, as measured by a master meter, and may resell the power to individually metered customers. Graham shall continue to provide service to the Wal-Mart Property until the closing of the sale of the Initial Transfer Facilities.

6.2 On December 31, 2012 ("Initial Transfer Date"), or on such later date as may be required pursuant to Section 6.7, the Parties shall simultaneously enter into the following exchanges and transfers, each of which shall be conditioned upon and in consideration for the other:

6.2.1 In exchange and consideration for the transfer described in Section 6.2.2, Safford shall purchase from Graham, and Graham shall sell and convey to Safford, Graham's distribution facilities, and its real property interests concerning such distribution facilities, used in providing electric service to the Wal-Mart Property; and

6.2.2 In exchange and consideration for the transfer described in Section 6.2.1, Graham shall purchase from Safford, and Safford shall sell and convey to Graham, Safford's distribution facilities, and its real property interests concerning such distribution facilities, used in providing electric service to the Airport Property.

GRZ

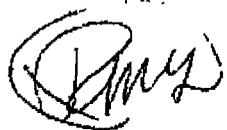


EXHIBIT "A"

6.3 The Wal-Mart Property and Airport Property facilities and associated real property interests are collectively referred to as the "Initial Transfer Facilities." The Authorized Representatives of the Parties shall identify and agree upon the specific facilities that are Initial Transfer Facilities no later than December 31, 2011.

6.4 On or before January 15, 2012, Graham shall file appropriate requests with the ACC, the CFC, and any other holder(s) of liens on Graham's portion of such Initial Transfer Facilities, requesting (i) approval of the transfer to Safford of title to Graham's portion of the Initial Transfer Facilities, (ii) release of any and all liens made by Graham on Graham's portion of the Initial Transfer Facilities, and (iii) authority to discontinue retail electric service to the affected customers as of the Initial Transfer Date. Graham shall use reasonable efforts to obtain approval by the ACC, CFC, and any such lienholder prior to the Initial Transfer Date. Safford agrees to assist Graham in obtaining such approvals by providing a letter and testimony in support of the approvals, if testimony is requested by Graham or the ACC, at Safford's own expense.

6.5 In the event, for any reason, Graham has not obtained approval from the ACC, CFC, or any other person or entity holding a lien made by Graham on Graham's portion of the Initial Transfer Facilities prior to the Initial Transfer Date, Graham shall pay Safford a fee equal to the product of a rate (in Dollars per kWh) equal to the then current wheeling rate (in Dollars per kWh), multiplied by all monthly retail electric sales in kWh of Graham's customer accounts, starting January 1, 2013, for customers served by Graham's portion of the Initial Transfer Facilities.

6.6 Such payments to Safford shall continue until Graham obtains approval from the ACC, CFC, or any other lienholder, or, in the event of CFC or other lienholder approval delay, Graham provides an alternative to lien release satisfactory to Safford and Graham, such as collateral or indemnity.

6.7 Safford and Graham shall close the sale of the Initial Transfer Facilities within ten (10) days after Graham provides notice that it has either obtained the approvals and releases required by Section 6.4 or that it has provided satisfactory alternatives as described in Section 6.6, but not sooner than the Initial Transfer Date. The form and substance of any transfer documentation for the transfer of Initial Transfer Facilities shall be reasonably satisfactory to both Parties and shall warrant that such facilities and associated real property interests are being conveyed free and clear of any monetary liens. Each Party shall pay half of any escrow or related costs, charges, or fees, if any.

7. FINAL TRANSFER DATE AND FINAL TRANSFER FACILITIES.

7.1 Effective as of December 31, 2015, or upon the closing of the sale of the Final Transfer Facilities pursuant to Section 7.8, whichever is later, Safford shall become the sole provider of electric service within the Safford Service Area.

7.2 On December 31, 2015 ("Final Transfer Date"), or on such later date as may be required pursuant to Section 7.8, Safford shall purchase from Graham, and Graham shall sell and convey to Safford, Graham's distribution facilities, and its real property interests

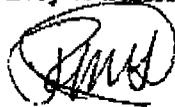
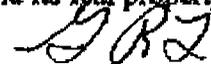



EXHIBIT "A"

concerning such distribution facilities, used in providing electric service to loads existing within the Safford Service Area ("Final Transfer Facilities"), and any such distribution facilities that may be installed by Graham within the Safford Service Area pursuant to Sections 4.4 and 4.5. The Authorized Representatives of the Parties shall identify and agree upon the specific facilities that are Final Transfer Facilities no later than November 15, 2014.

7.3 The total purchase price for the Final Transfer Facilities and for any distribution facilities installed by Graham pursuant to Sections 4.4 and 4.5 shall consist of the sum of: (i) an amount equal to replacement cost less depreciation ("RCLD") of the Final Transfer Facilities as of the Final Transfer Date, but in no event to be less than \$950,000 or greater than \$1,250,000 ("RCLD Purchase Price"); plus (ii) any amounts payable by Safford pursuant to Sections 4.4 and 4.5 and as set forth in Section 4.6.

7.3.1 RCLD as used herein shall mean a valuation of such distribution facilities derived by using estimates of the cost to replace such facilities with facilities of similar productive capacity as of the valuation date, less the depreciation, which shall be determined in accordance with generally accepted accounting principles, that has accumulated on such existing facilities based on the transferring party's service records, extending such depreciation through the valuation date.

7.3.2 Graham shall provide Safford with its estimate of the RCLD Purchase Price no later than November 15, 2014, and the Parties will work in good faith to agree on the RCLD Purchase Price prior to January 15, 2015.

7.3.3 In the event the Parties are unable to agree on the RCLD Purchase Price and are therefore in dispute as to the RCLD Purchase Price as of January 15, 2015, the amount to be deposited as the RCLD Purchase Price pursuant to Section 7.4 shall be the midpoint between the estimate derived by Graham and the estimate derived by Safford, but in no event shall such amount be less than \$950,000 nor greater than \$1,250,000.

7.3.4 If the midpoint is used for the deposit and either Party is dissatisfied with using the midpoint as the RCLD Purchase Price, either Party may refer the derivation of the RCLD Purchase Price for resolution pursuant to the dispute resolution process set forth in Section 11, with the arbitrator(s) required to resolve the final RCLD Purchase Price prior to the Final Transfer Date.

7.4 No later than January 15, 2015, Safford shall deposit into an escrow account at a bank, escrow company, or other similar institution of Safford's choice, the RCLD Purchase Price for the Final Transfer Facilities determined pursuant to Section 7.3. Any interest accumulated in the escrow account prior to the Final Transfer Date shall belong to Safford, and each Party shall pay half of any escrow or related costs, charges, or fees. Any amount of such deposit not needed as part of the final RCLD Purchase Price shall be

EXHIBIT "A"

refunded to Safford at the close of the sale of the Final Transfer Facilities. Any deficiency in the amount of the funds deposited with respect to the final RCLD Purchase Price shall be paid by Safford to Graham at the closing of the sale of the Final Transfer Facilities.

7.5 On or before January 15, 2015, Graham shall file appropriate requests with the ACC, the CFC, and any other holder(s) of liens on the Final Transfer Facilities, requesting (i) approval of the transfer to Safford of title to the Final Transfer Facilities, (ii) release of any and all liens made by Graham on the Final Transfer Facilities, and (iii) authority to discontinue retail electric service to the affected customers as of the Final Transfer Date. Graham shall use reasonable efforts to obtain approval by the ACC, CFC, and any such lienholder prior to the Final Transfer Date. Safford agrees to assist Graham in obtaining such approvals by providing a letter and testimony in support of the approvals, if testimony is requested by Graham or the ACC, at Safford's own expense.

7.6 In the event, for any reason, Graham has not obtained approval from the ACC, CFC, or any other person or entity holding a lien made by Graham on the Final Transfer Facilities prior to the Final Transfer Date, Graham shall pay Safford a fee equal to the product of a rate (in Dollars per kWh) equal to the then current wheeling rate (in Dollars per kWh), multiplied by all monthly retail electric sales in kWh of Graham's customer accounts, starting January 1, 2016 for customers served by the Final Transfer Facilities and any customers served pursuant to Section 4.4 and Section 4.5.

7.7 Such payments to Safford shall continue until Graham obtains approval from the ACC, CFC, or any other lienholder, or, in the event of CFC or other lienholder approval delay, Graham provides an alternative to lien release satisfactory to Safford and Graham, such as collateral or indemnity.

7.8 Within ten (10) days after Graham provides notice that it has either obtained the approvals and releases required by Section 7.5 or that it has provided satisfactory alternatives as described in Section 7.7, but not sooner than the Final Transfer Date, Safford and Graham shall notify the escrow agent of the final RCLD Purchase Price pursuant to Section 7.3 and shall close the sale of the Final Transfer Facilities. The form and substance of any transfer documentation for the transfer of Final Transfer Facilities shall be reasonably satisfactory to both Parties and shall warrant that such facilities and associated real property interests are being conveyed free and clear of any monetary liens.

8. ACC APPROVAL TO MODIFY GRAHAM'S CC&N.

8.1 Within 120 days after execution of this Agreement, Graham shall file with the ACC, and shall then diligently prosecute, an application to modify its CC&N to exclude from its service territory the Safford Service Area. In the application process, Graham will also notify the ACC of the reservations and provisions herein relating principally to: (i) Graham's continuing service in the periods prior to the Initial Transfer Date and Final Transfer Date; (ii) the transfer of the Initial Transfer Facilities and Final Transfer Facilities; and (iii) the interim service arrangements described in Section 4.




EXHIBIT "A"

8.2 Safford shall assist Graham in obtaining this ACC approval by providing, at Safford's sole expense, a letter and testimony in support of such ACC approval, if requested by Graham or the ACC.

8.3 If requested by the ACC, Safford agrees to provide a legal description of the Safford Service Area at its expense.

8.4 If requested by the ACC, the Parties shall work cooperatively to provide a description of the areas served by Graham with the Initial Transfer Facilities and the Final Transfer Facilities.

8.5 If the ACC has not by written order approved such modification to Graham's CC&N by June 30, 2010, the Parties will cooperate and work together for an additional 180 day period to attempt to resolve any issues or concerns the ACC may have raised and/or to otherwise effectuate ACC approval of modification to the CC&N. If, by the end of that additional 180 day period, the ACC has not by written order approved modification to Graham's CC&N, and the Parties have not otherwise agreed to further extend the period to continue working to achieve ACC approval, the 1946 Agreement will again become effective and reinstated.

8.6 In the event the 1946 Agreement becomes effective and reinstated pursuant to Section 8.5, the Parties agree to inform the Graham County Superior Court in the Lawsuits of such reinstatement, and either Party may petition the Court to resume its proceedings in the Lawsuits. In the event the 1946 Agreement becomes effective and reinstated pursuant to Section 8.5, the Parties hereby agree that any applicable statute of limitations, statute of repose, or other applicable time limitation governing or relating to any of the claims or causes of action that were or could have been raised in the Lawsuits or that relate to the subject matter of this Agreement, shall be and hereby are tolled and shall not expire until two years after the date the 1946 Agreement becomes effective and reinstated.

8.7 If and when the ACC approves the modification to Graham's CC&N pursuant to Section 8.1, the Parties will promptly take such actions as are necessary to have the Lawsuits dismissed with prejudice, with each Party to bear its own costs and attorneys' fees.

9. CONDITION OF AND RESPONSIBILITY FOR THE TRANSFER FACILITIES.

9.1 Each Party shall accept the Initial Transfer Facilities, the Final Transfer Facilities, and any other facilities transferred pursuant to Section 5, and the associated conveyed real property interests, AS IS and WHERE IS, as of the Initial Transfer Date, the Final Transfer Date, and the date of transfer of other facilities pursuant to Section 5, respectively; provided that the conveying Party shall maintain its facilities that are subject to sale and transfer hereunder in accordance with standard utility practice in the period prior to the sale and transfer of any such facilities.

DRZ

[Signature]

EXHIBIT "A"

9.2 Whenever any facilities and respective associated real property interests are transferred and conveyed pursuant to Sections 5, 6, and 7, the selling Party shall no longer hold any right, title, or interest in such transferred facilities and associated real property interests.

9.3 Further, whenever any facilities and respective associated real property interests are transferred and conveyed pursuant to Sections 5, 6, and 7, the purchasing Party shall then be solely responsible for: (i) providing electric service to the customers connected to such transferred facilities, and (ii) all right, title, interest, operation, maintenance, and disposition of such transferred facilities and associated real property interests.

10. EASEMENTS.

10.1 The Parties agree that easements required by a requesting Party from the other Party to enable the requesting Party to perform in accordance with the provisions of this Agreement shall be made available to the requesting Party without undue cost or delay by the other Party. Each Party agrees to be reasonable within standard utility practice with respect to the locations it requests for such easements in the service territory of the other Party.

10.2 Any easement that has been granted by a Party to the other Party shall not be set aside by the granting Party so long as the other Party requires such easement to provide electric service in its service territory pursuant to this Agreement.

11. ALTERNATIVE DISPUTE RESOLUTION.

11.1 Any question, dispute, or controversy (a "dispute") arising out of or related to the terms and/or subject matter of this Agreement shall be submitted in writing by the Authorized Representative of the disputing Party to the Authorized Representative of the other Party. The Authorized Representatives shall attempt to resolve any such dispute within fifteen (15) days of such submittal and presentation.

11.2 In the event the Authorized Representatives are unable to resolve the dispute within such fifteen (15) days, such dispute shall be submitted by the disputing Party to arbitration and resolved in accordance with the arbitration procedures set forth as follows:

11.2.1 The Authorized Representatives shall attempt to agree on the selection, retention, and appointment of a single neutral independent arbitrator with expertise in the area of the dispute, within ten (10) business days after expiration of the fifteen (15) day resolution period in Section 11.1 above. The cost of such single arbitrator shall be shared equally by the Parties. If the Parties fail to agree upon a single arbitrator within that ten (10) business day period, each Party shall choose one arbitrator within the next five (5) business days who shall sit on a three (3) member arbitration panel. Safford shall retain and provide one arbitrator at its sole expense and Graham shall retain and provide one arbitrator at its sole expense. Those two arbitrators shall select and retain a third independent arbitrator, who shall chair the arbitration panel. The expenses related to the third




EXHIBIT "A"

independent arbitrator shall be shared equally by Safford and Graham. In either case, the arbitrators shall not have any current or past substantial business or financial relationships with any Party to the arbitration (except prior arbitration).

11.2.2 The arbitrator(s) shall conduct an arbitration of the dispute within twenty (20) days after appointment (or such shorter or longer time as agreed upon by the arbitrator(s) and approved by the Parties). The arbitrator(s) shall provide each of the Parties with the opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and applicable substantive law. Except to the extent it would be contrary to or inconsistent with the provisions herein, the provisions of A.R.S. §§ 12-1501 et seq. shall apply. If there is a three member panel rather than a single arbitrator, the powers of the arbitrators, including the power to issue rulings on the merits of the dispute, may be exercised by a majority.

11.2.3 Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within thirty (30) days following the arbitration, and shall notify the Parties in writing of such decision and the reasons for it, but without the necessity of detailed findings of fact and conclusions of law. In the discretion of the arbitrator(s), the ruling may include an award of the prevailing Party's costs and reasonable attorneys' fees against the other Party. The decision of the arbitrator(s) shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be opposed or modified in accordance with and for the reasons set forth in A.R.S. §§ 12-1512 and 1513.

12. SPECIFIC PERFORMANCE.

In addition to such other remedies as may be available under applicable law, the Parties acknowledge that the remedies of specific performance and/or injunctive relief shall be available and proper through an arbitration proceeding pursuant to Section 11 in the event any Party fails or refuses to perform its duties hereunder.

13. AUTHORITY FOR THIS AGREEMENT.

13.1 Graham and Safford each represent and warrant that the person signing this Agreement on its behalf has full authority to execute this Agreement, and that it has taken all action necessary or appropriate under applicable law and the organizational documents of such Party to make this Agreement the valid and binding obligation of such Party, enforceable in accordance with its terms.

13.2 Graham represents and warrants that it is an Arizona non-profit electric cooperative that was incorporated in 1945 and is duly formed, validly existing, and in good standing pursuant to the laws of the State of Arizona and has the full power and authority to enter into this Agreement.

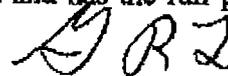



EXHIBIT "A"

13.3 Safford represents and warrants that it is an Arizona municipal corporation duly formed, validly existing, and in good standing pursuant to the laws of the State of Arizona and has the full power and authority to enter into this Agreement.

14. ENTIRE AGREEMENT.

Together with the contemporaneously executed Wheeling and Transmission Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may be modified only by a written instrument signed by the parties hereto.

15. EXHIBITS.

Each Exhibit identified in and attached to this Agreement is hereby incorporated in and made a part of this Agreement as if set forth in its entirety wherever referenced in this Agreement, and may be modified or replaced by a substitute Exhibit only upon the mutual agreement of both Parties evidenced by their signatures on the substitute Exhibit together with identification of the prior Exhibit and the effective date of substitution.

16. COOPERATION IN TRANSFER OF RECORDS AND SERVICE.

Each Party shall promptly cooperate with the other Party in all reasonable respects to provide for a smooth and uninterrupted transition of electric service to each customer affected by this Agreement, including without limitation by providing the other Party customer lists, addresses, billing information, load histories, and other relevant account information necessary or convenient to facilitate the accurate identification of all customers affected, the delivery by the Parties of notices of the transition, and the provision of continued and uninterrupted electric service to all such customers.

17. NOTICES.

Any notice or other written communication to or upon Safford or Graham pursuant to this Agreement shall be deemed properly made and received if made in writing and addressed to the person(s) and address(es) for Safford and Graham set forth below, and shall be effective (i) three days after it is deposited and post-marked with the United States Postal Service, postage prepaid, return receipt requested, or (ii) upon hand delivery:

If to Graham:

General Manager
Graham County Electric Cooperative, Inc.
9 West Center Street
Pima, Arizona 85543

EXHIBIT "A"

With a copy to:

Michael M. Grant
Gallagher & Kennedy, P.A.
2575 East Camelback Road # 1100
Phoenix, Arizona 85016-9225

If to Safford:

City Manager
City of Safford
717 Main Street
Safford, Arizona 85548-0272

With copies to:

City Attorney
City of Safford
717 Main Street
Safford, Arizona 85548-0272

K.R. Saline & Associates
160 North Pasadena, # 101
Mesa, Arizona 85201-6764

Routine correspondence regarding mutual discussions, negotiations, deliberations, transactions, or operations may be made by electronic mail, facsimile, telephone, or such other means as the Parties may mutually determine from time to time in furtherance of efficient, effective, and cooperative communication.

18. UNCONTROLLABLE FORCES.

No Party shall be considered to be in default in the performance of its obligations hereunder when a delay in or failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the reasonable control of the Party affected, which by exercise of due diligence such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome, including but not restricted to failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, shortage of labor, fuel, transportation, or material, sabotage, regulation or restriction imposed by governmental or lawfully established authority, or restraint by court order or public authority. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Any Party that fails to fulfill any of its obligations hereunder by reason of an Uncontrollable Force shall give prompt notice, followed by written notice of such fact to the other Party and an estimate, if possible, of when the Party claiming the Uncontrollable Force believes in good faith that the Uncontrollable Force will end and that performance will resume. The Party claiming the Uncontrollable Force shall exercise due diligence to resume the performance of such obligation(s) with all reasonable dispatch.

EXHIBIT "A"

19. BINDING ON SUCCESSORS AND ASSIGNS.

It is intended that all of the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their legal representatives, successors, and assigns. Neither Party shall transfer or assign all or any portion of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

20. TIME OF THE ESSENCE.

Time is of the essence with respect to the performance of all terms, covenants, conditions, and provisions of this Agreement. If the date or deadline for any notice, act, or event required or contemplated by the terms of this Agreement falls on a Saturday, Sunday, or legal holiday, such date or deadline shall continue over to the next following day that is not a Saturday, Sunday, or legal holiday.

21. COOPERATION.

The parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

22. ARIZONA LAW GOVERNS.

This Agreement and the rights of the parties hereto shall be interpreted, governed, and construed in accordance with the laws of the State of Arizona.

23. WAIVER.

Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

24. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

25. TERM.

This Agreement shall continue and remain in effect in perpetuity, unless and until it is modified or terminated by mutual written agreement of the Parties.

EXHIBIT "A"

26. INTERPRETATION.

This Agreement is the result of negotiations between the Parties and, accordingly, shall not be construed for or against any Party regardless of which entity drafted this Agreement or any portion thereof.

27. CONFLICT OF INTEREST.

Notice is hereby given of the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the City of Safford and Graham County Electric Cooperative, Inc. have caused this Territorial Settlement Agreement to be executed, attested, and delivered by their respective duly authorized executives.

CITY OF SAFFORD

By: [Signature] Date: 12/19/08

Name: RONALD M. GREEN

Title: MAYOR

ATTEST By: [Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Jeffrey C. Zimmerman,
Moyes, Sellers & Sims,
Special Outside Counsel

GRAHAM COUNTY ELECTRIC COOPERATIVE, INC.

By: [Signature] Date: 12-18-08

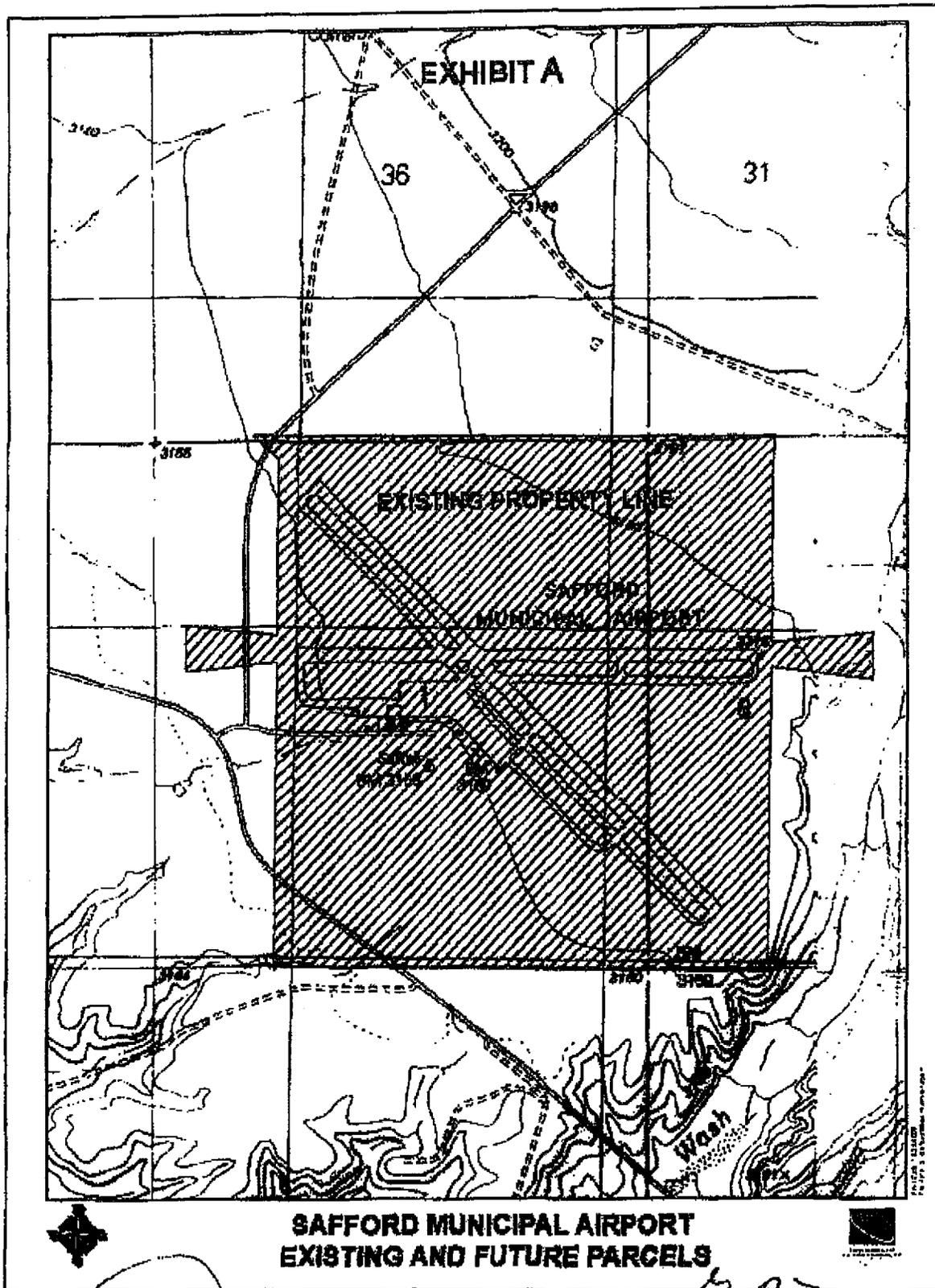
Name: GENE ROBERT LARSON

Title: BOARD PRESIDENT

ATTEST By: [Signature]

[Signature]

EXHIBIT "A"



[Handwritten signature]

[Handwritten initials]

EXHIBIT "B"

GRAHAM COUNTY ELECTRIC COOPERATIVE, INC.
DOCKET NO. E-01749A-09-0185
AREA TO BE TRANSFERRED TO CITY OF SAFFORD

06	05	04	07S25E			02	01	06	05	04	07S26E			02	01		
			03									03					
07	08	09	10	11	12							10	11	12			
18	17	16	15	14	13							15	14	13			
19	20	21	22	23	24							21	22	23	24		
30	29	28	27	26	25							28	27	26	25		
31	32	33	34	35	36	31	32	33	34	35	36	31	32	33	34	35	36

EXHIBIT "B"**SERVICE BOUNDARY DESCRIPTION:**

A boundary description for the Municipal Electric Utility Service Area of the City of Safford, Arizona, encompassing all or portions of Sections 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 29, 30, Township 7 South, Range 26 East AND Sections 12, 13, 24, Township 7 South, Range 25 East, all of Gila and Salt River Meridian, Graham County, Arizona, said boundary being more particularly described as follows;

COMMENCING at the Northwest corner of said Section 6;

Thence South $00^{\circ} 02' 48''$ West, along the West line of said Section 6, a distance of 2,239.79 feet to a point of intersection of said West line and the approximate centerline of the Gila River being a curve concave to the Northeast and the POINT OF BEGINNING of said boundary;

Thence Southeasterly along said Gila River approximate centerline, being a curve to the left, having a chord bearing of South $66^{\circ} 56' 09''$ East, a distance of 6,564.66 feet, a radius of 10,856.29 feet, and a central angle of $35^{\circ} 11' 49''$ for an arc distance of 6,669.03 feet;

Thence continue along said centerline South $82^{\circ} 37' 14''$ East, a distance of 4,534.80 feet to a point of curvature of a curve concave to the Southwest;

Thence Southeasterly along said centerline, along said curve to the right, having a chord bearing of South $56^{\circ} 44' 25''$ East, a distance of 4,543.12 feet, a radius of 5,508.17 feet, and a central angle of $48^{\circ} 42' 40''$ for an arc distance of 4,682.88 feet to the northeast corner of the current City of Safford City Limit boundary, and the Center-East Sixteenth Corner of said Section 9;

Thence leaving said Gila River centerline, South $00^{\circ} 02' 13''$ East, along the eastern City of Safford's City Limit boundary, being adjacent to the East Sixteenth line of said Sections 9 AND 16, a distance of 5,278.64 feet to a point of intersection with the Union Canal being the Center-East Sixteenth Corner of said Section 16;

EXHIBIT "B"

Thence along said Union Canal, North $89^{\circ} 38' 26''$ West, along the East-West Mid-section line of said Section 16, a distance of 3,921.38 feet to the West Quarter Corner of said Section 16;

Thence South $00^{\circ} 15' 29''$ West, along the East line of said Section 17 a distance of 2,635.04 feet to the Southeast corner of said Section 17.

Thence South $00^{\circ} 14' 30''$ East, along the East line of said Section 20, being adjacent to Welker Lane, a distance of 4,905.90 feet to a point of intersection with the approximate centerline of the Highline Canal;

Thence along said Highline Canal approximate centerline the following twenty-eight (28) courses:

Thence North $75^{\circ} 56' 45''$ West, a distance of 68.33 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $79^{\circ} 33' 45''$ West, a distance of 73.48 feet, a radius of 397.86 feet, and a central angle of $10^{\circ} 35' 50''$ for an arc distance of 73.59 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $80^{\circ} 32' 16''$ West, a distance of 75.19 feet, a radius of 3,328.84 feet, and a central angle of $01^{\circ} 17' 39''$ for an arc distance of 75.19 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $81^{\circ} 38' 03''$ West, a distance of 163.39 feet, a radius of 1,186.43 feet, and a central angle of $07^{\circ} 53' 47''$ for an arc distance of 163.51 feet to a point of curvature of a curve concave to the Northeast;

EXHIBIT "B"

Thence Northwesterly, along said curve to the right, having a chord bearing of North $73^{\circ} 18' 03''$ West, a distance of 59.56 feet, a radius of 248.98 feet, and a central angle of $13^{\circ} 44' 24''$ for an arc distance of 59.71 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $67^{\circ} 15' 30''$ West, a distance of 172.18 feet, a radius of 727.86 feet, and a central angle of $13^{\circ} 35' 07''$ for an arc distance of 172.58 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $62^{\circ} 56' 58''$ West, a distance of 150.54 feet, a radius of 837.99 feet, and a central angle of $10^{\circ} 18' 24''$ for an arc distance of 150.74 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $61^{\circ} 14' 34''$ West, a distance of 88.94 feet, a radius of 364.17 feet, and a central angle of $14^{\circ} 01' 41''$ for an arc distance of 89.16 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $59^{\circ} 36' 04''$ West, a distance of 82.68 feet, a radius of 160.87 feet, and a central angle of $29^{\circ} 46' 58''$ for an arc distance of 83.62 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $46^{\circ} 35' 02''$ West, a distance of 291.92 feet, a radius of 675.72 feet, and a central angle of $24^{\circ} 56' 56''$ for an arc distance of 294.24 feet to a point of curvature of a curve concave to the Northeast;

EXHIBIT "B"

Thence Northwesterly, along said curve to the right, having a chord bearing of North $50^{\circ} 06' 45''$ West, a distance of 154.39 feet, a radius of 1,294.59 feet, and a central angle of $06^{\circ} 50' 14''$ for an arc distance of 154.48 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $85^{\circ} 53' 24''$ West, a distance of 116.27 feet, a radius of 87.40 feet, and a central angle of $83^{\circ} 23' 24''$ for an arc distance of 127.21 feet;

Thence South $39^{\circ} 34' 23''$ West, a distance of 197.30 feet to a point of curvature of a curve concave to the Northwest;

Thence Southwesterly, along said curve to the right, having a chord bearing of South $64^{\circ} 17' 24''$ West, a distance of 41.62 feet, a radius of 51.38 feet, and a central angle of $47^{\circ} 47' 16''$ for an arc distance of 42.85 feet;

Thence North $85^{\circ} 24' 00''$ West, a distance of 60.61 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $36^{\circ} 38' 44''$ West, a distance of 70.97 feet, a radius of 53.76 feet, and a central angle of $82^{\circ} 37' 02''$ for an arc distance of 77.52 feet;

Thence North $04^{\circ} 42' 28''$ East, a distance of 59.23 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $27^{\circ} 34' 28''$ West, a distance of 70.51 feet, a radius of 104.10 feet, and a central angle of $39^{\circ} 35' 27''$ for an arc distance of 71.93 feet to a point of curvature of a curve concave to the Southwest;

EXHIBIT "B"

Thence Northwesterly, along said curve to the left, having a chord bearing of North $57^{\circ} 05' 41''$ West, a distance of 140.61 feet, a radius of 208.76 feet, and a central angle of $39^{\circ} 21' 45''$ for an arc distance of 143.42 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $57^{\circ} 55' 34''$ West, a distance of 61.47 feet, a radius of 81.24 feet, and a central angle of $44^{\circ} 27' 19''$ for an arc distance of 63.03 feet;

Thence North $40^{\circ} 12' 21''$ West, a distance of 76.38 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $66^{\circ} 22' 14''$ West, a distance of 60.64 feet, a radius of 66.96 feet, and a central angle of $53^{\circ} 50' 39''$ for an arc distance of 62.93 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $85^{\circ} 06' 53''$ West, a distance of 81.55 feet, a radius of 384.94 feet, and a central angle of $12^{\circ} 09' 37''$ for an arc distance of 81.70 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $85^{\circ} 27' 18''$ West, a distance of 99.14 feet, a radius of 701.53 feet, and a central angle of $08^{\circ} 06' 13''$ for an arc distance of 99.22 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $83^{\circ} 38' 43''$ West, a distance of 112.93 feet, a radius of 483.08 feet, and a central angle of $13^{\circ} 25' 31''$ for an arc distance of 113.19 feet to a point of curvature of a curve concave to the Southwest;

EXHIBIT "B"

Thence Northwesterly, along said curve to the left, having a chord bearing of North $78^{\circ} 54' 49''$ West, a distance of 161.39 feet, a radius of 957.47 feet, and a central angle of $09^{\circ} 40' 09''$ for an arc distance of 161.58 feet to a point of curvature of a curve concave to the Northeast;

Thence Northwesterly, along said curve to the right, having a chord bearing of North $80^{\circ} 10' 51''$ West, a distance of 109.94 feet, a radius of 338.75 feet, and a central angle of $18^{\circ} 40' 43''$ for an arc distance of 110.43 feet to a point of curvature of a curve concave to the Southwest;

Thence Northwesterly, along said curve to the left, having a chord bearing of North $74^{\circ} 30' 26''$ West, a distance of 212.44 feet, a radius of 2,508.66 feet, and a central angle of $04^{\circ} 51' 13''$ for an arc distance of 212.51 feet to a point of intersection of the Highline Canal with the North-South Mid-section line of said Section 20;

Thence leaving said Highline Canal, South $00^{\circ} 03' 08''$ East, along the North-South Mid-section line of said Sections 20 AND 29, being adjacent to Arizona State Highway 191, a distance of 1,802.19 feet to a point on the City of Safford's southern City Limit boundary;

Thence along said southern City Limit boundary the following eighteen (18) courses:

Thence South $89^{\circ} 47' 27''$ West, a distance of 202.49 feet;

Thence South $00^{\circ} 14' 08''$ East, a distance of 199.51 feet;

Thence South $89^{\circ} 47' 28''$ West, a distance of 198.50 feet;

Thence South $00^{\circ} 14' 12''$ East, a distance of 225.48 feet;

Thence South $89^{\circ} 47' 30''$ West, a distance of 525.00 feet;

Thence South $00^{\circ} 14' 10''$ East, a distance of 371.78 feet;

EXHIBIT "B"

Thence South $89^{\circ} 55' 45''$ West, along the North Sixteenth line of said Section 29, a distance of 1,704.61 feet;

Thence North $00^{\circ} 07' 49''$ West, along the West line of said Section 29, a distance of 1,317.71 feet;

Thence South $89^{\circ} 47' 18''$ West, along the South line of said Section 19, a distance of 2,615.75 feet;

Thence South $00^{\circ} 17' 29''$ East, a distance of 8.88 feet;

Thence North $89^{\circ} 09' 06''$ East, a distance of 164.12 feet;

Thence South $80^{\circ} 57' 10''$ East, a distance of 1,577.26 feet;

Thence South $41^{\circ} 50' 05''$ West, a distance of 1,426.59 feet;

Thence South $89^{\circ} 55' 45''$ West, a distance of 110.00 feet;

Thence South $00^{\circ} 10' 25''$ East, a distance of 1,322.07 feet;

Thence South $89^{\circ} 52' 51''$ West, along the East-West Mid-section line of said Section 30, a distance of 1,927.11 feet;

Thence North $00^{\circ} 06' 11''$ East, along the West Sixteenth line of said Section 30, a distance of 2,589.18 feet;

Thence South $89^{\circ} 47' 58''$ West, a distance of 1,322.45 feet to a point of intersection of said southern City Limit boundary with the City of Safford's western City Limit boundary;

EXHIBIT "B"

Thence along said western City Limit boundary the following thirteen (13) courses:

Thence North $00^{\circ} 02' 56''$ East, being adjacent to Twentieth Avenue, a distance of 3,742.22 feet;

Thence North $65^{\circ} 41' 15''$ West, a distance of 1,839.19 feet;

Thence South $82^{\circ} 18' 45''$ West, a distance of 924.50 feet;

Thence North $00^{\circ} 06' 09''$ East, along the North-South Mid-section line of said Sections 13 and 24, a distance of 4,917.39 feet;

Thence South $89^{\circ} 52' 59''$ East, along the North Sixteenth line of said Section 13, a distance of 2,634.80 feet;

Thence North $00^{\circ} 07' 21''$ East, along the West line of said Sections 7 and 18, being adjacent to Twentieth Avenue, a distance of 3,011.82 feet to a point of intersection of said West line and the South Right-of-Way line of Arizona State Highway 70 being a curve concave to the Northeast;

Thence Northwesterly along said South Right-of-Way line, along said curve to the right, having a chord bearing of North $52^{\circ} 13' 32''$ West, a distance of 612.03 feet, a radius of 3,695.58 feet, and a central angle of $09^{\circ} 29' 59''$ for an arc distance of 612.73 feet;

Thence leaving said South Right-of-Way line, North $00^{\circ} 25' 52''$ East, a distance of 1,864.49 feet;

Thence North $73^{\circ} 40' 50''$ East, a distance of 44.93 feet;

Thence North $79^{\circ} 11' 39''$ East, a distance of 106.30 feet;

Thence North $86^{\circ} 49' 49''$ East, a distance of 140.00 feet;

EXHIBIT "B"

Thence South $89^{\circ} 21' 17''$ East, a distance of 184.00 feet;

Thence North $00^{\circ} 03' 53''$ East, along the West line of said Sections 7 and 18, a distance of 1,304.25 feet;

Thence leaving said western City Limit boundary, North $00^{\circ} 02' 46''$ East, along the West line of said Section 6 a distance of 2,962.02 feet to the POINT OF BEGINNING.

EXHIBIT "C"

<u>CUST #</u>	<u>NAME</u>	<u>RATE SCH</u>	<u>METER #</u>	<u>SERVICE LOCATION</u>	<u>RATE SCHEDULE DESCRIPTIONS</u>
117484	CITY OF SAFFORD	B4	H4859	TRAFFIC LIGHT @ 8TH & 20TH	A1 Residential - County
99976	ARIZONA EASTERN RAILWAY CO	B4	E51917	W 8TH & 20TH AVE	A4 Residential - Safford
103534	BARNET/DULANEY EYE CENTER	B4	CE63W193	825 20TH AVE	B1 Small Commercial - County
3336	UNION CANAL CO	I4	PE863	BY WHISTLE STOP/20TH	B4 Small Commercial - Safford
11597	SAFFORD UNIFIED SCHOOLS	C4	CE4W241	SAFFORD/PLAYING FIELDS/20TH AV	C4 Large Commercial - Safford
117270	WAL MART STORES INC#1149.0	B4	4WE240	NEW SUPERCENTER	CG4 Solar Meter - Safford
109246	TACO TASTE	B4	4WE274	1827 THATCHER BLVD	I1 Irrigation - County
118181	WARD, KENNETH D	B4	4WE293	1825 W THATCHER BLVD ICE KING	I4 Irrigation - Safford
118182	WARD, KENNETH D	B4	CE4W244	KENTUCKY FRIED CHICKEN	LC1 Gln - Safford
3186	F D N INC	B4	4WE294	1807 THATCHER BLVD	
109143	CENTRAL DENTISTRY	B4	4WE295	BEHIND KFC	
3183	MOELLER, LARRY D	B4	4WE286	BEHIND KFC	
3184	MOELLER, LARRY D	B4	E53055	HOUSE BEHIND DYNASTY TRAVEL	
122641	WARD, KENNETH D	B4	CE63W182	1809 THATCHER BLVD	
111942	DYNASTY TRAVEL	B4	H1416	1805 W THATCHER BLVD	
122453	WARD, KENNETH D	B4	4WE262	1765 W THATCHER BLVD	
118845	REMAX COPPER RIDGE REALTY	B4	E54285	1717 W HWY 70	
116585	GRANT, VAUGHN OR RUTH	B4	E302254	1701 THATCHER BLVD	
106908	HATCH BROTHERS INC	B4	CE4W253	1623 W THATCHER BLVD	
122427	MACKS AUTO SUPPLY LLC	B4	CE4W274	W THATCHER BLVD	
121760	TRAYLOR CONSTRUCTION LLC	B4	E55111	THATCHER BLVD	
106991	AUTOZONE INC #2728	B4	OD13Y275	1523 W THATCHER BLVD	
111984	WATER DEPOT C/O TERRY HINTON	B4	4WE192	1455 W THATCHER BLVD	
121176	WSK MANAGEMENT SYSTEMS	B4	E55017	1451 W THATCHER BLVD	
3141	WSK MANAGEMENT SYSTEMS	B4	LGE028	WSK MANAGEMENT SYST.	
12295	FAMILY HEARING CARE % M LAYTON	B4	E55018	1491 THATCHER BLVD	
121174	WSK MANAGEMENT SYSTEMS	B4	E51239	1491 W THATCHER BLVD STE 108	
122845	SAFFORD SHINING TIMES CARWASH	CG4	SW134W012R	1441 W THATCHER BLVD CARWASH	
101672	SAFFORD SHINING TIMES CARWASH	B4	SW134W001	1441 W THATCHER BLVD CARWASH	
102373	FAMILY CHIROPRACTIC	B4	4WE352	1431 W THATCHER BLVD	
113388	CURTIS, DENNIS J	A4	E51300	SHOP BEHIND FAMILY CHIOPR	
102823	MONTOYA, ROBERT A	A4	E302437	522 S 14TH AVE- SAFFORD	
119018	HOWARD, RONALD	I1	PE147	APPROX 1000' W/OF PEPSI PLANT	
104348	LANE, ROBERT J	I4	E52857	584 S 14TH AVE/SAFFORD	
3151	CURTIS, PHIL	I4	PE866	CORNER OF 14TH AVE & 8TH ST	
3158	CURTIS, PHIL	I4	PE865	N ACROSS FROM SHINING TIMES	
114493	DALEY, STEVE	I1	PE610	N TOWARDS RIVER BEHIND MOUNT	
3161	CURTIS, PHIL	I1	PE740	OLD HOOPES FARM NEXT TO COS	
115557	BUSHMAN DENTAL CARE	B4	CE63W150	WHERE SADDLEMAN'S STEAKHOUSE	
119372	HARALSON TIRE CO INC	B4	E51308	310 E US HWY 70	
106086	WESTERN REFINING SOUTHWEST INC	B4	E53907	SAFFORD STATION	
121834	GEOTRANS INC	B4	4WE205	300 W HWY 70 SAFFORD	
121304	HARALSON TIRE CO INC	B4	CE4W226	NEW SERVICE JUST E/OF EXISTING	
4785	HARALSON TIRE CO INC	B4	CE4W248	214 E HWY 70 SAFFORD	
100385	HARALSON TIRE CO INC	B4	CE40177	214 E HWY 70 SAFFORD	
100386	HARALSON TIRE CO INC	B4	E55337	214 E HWY 70 SAFFORD	

EXHIBIT "C"

102727 BRINKERHOFF CONSTRUCTION	B4	E51948	305 4TH ST
102467 BRINKERHOFF CONSTRUCTION	B4	C6249	NEW AGRICULTURE BLDG
119969 HARALSON TIRE CO INC	B4	EP45	310 E US HWY 70
119970 HARALSON TIRE CO INC	B4	E53742	310 E US HWY 70
107891 CHILDPARENT CENTER INC	B4	E302077	SMALL OFFICE
122508 DALEY, STEVE	B4	4WET196	301-A E 4TH ST SAFFORD
111561 DESERT SPRINGS COM FELLOWSHIP	B4	C63W294	IN BACK OF 425 E 4TH STREET
110869 DESERT SPRINGS COM FELLOWSHIP	B4	CE4W210	425 E 4TH ST SAFFORD
102886 SAFFORD BOWL	B4	CE4W281	410 E 4TH ST
112008 PRINA, TED	I1	PE835	BEHIND BOWLING ALLEY BY
13861 KRIEG, DEAN G	B4	E69043	440 E 4TH ST SAFFORD
108822 KRIEG, DEAN G	B4	E51921	440 E 4TH ST SAFFORD
122568 BARTHOLOMEW, RICHARD	B4	E51821	440 E 4TH ST SAFFORD
122413 FOSTER, STEFFANI A	A1	E5925	510 E 4TH ST-BY BOWLING ALLEY
121492 HARALSON TIRE CO INCE	A4	E59623	500 E 4TH ST
103637 RAMADA INN	B4	CE4W107	RAMADA INN
108848 KRIEG, DEAN G	B4	4WE242	SWINGS & THINGS
117933 VICTORY FELLOWSHIP	B4	CE4W220	555 ENTERTAINMENT AVE THEATER
105845 KRIEG, DEAN G	B4	CE4W105	DAYS INN-NEWEST METER
121528 KRIEG, DEAN G	B4	CE4W267	NEW MOTEL BEHIND DAYS INN
108648 KRIEG, DEAN G	B4	E55465	SIGN ON E HWY 70
108993 KRIEG, DEAN G	I4	4WE239	PUMP EAST OF METAL BLD.
120805 AIRGAS WEST INC	B4	E54907	710 E HWY 70 AIRGAS
106740 MONTERTH, NEAL	B4	E54624	704 E HWY 70 NEXT TO RV CTR
4780 COUNTRYWIDE HOMES LLC	B4	H4891	870 E HWY 70-TRAILER SALES
11700 SUNRISE VILLAGE	B4	PE1006	SUNRISE VILLAGE
11701 SUNRISE VILLAGE	B4	E5930	SUNRISE VILLAGE
4813 OGAS, TOMASA	A4	E5924	920 HOLLYWOOD RD
122152 CLARK, SANDRA	A4	H1669	954 E HOLLYWOOD RD
113293 JONES, NANCY	A4	E56443	1207 HOLLYWOOD RD
113294 JONES, NANCY	A4	E55456	1207 E HOLLYWOOD RD (SHOP)
4819 FRANKLIN, MIKE T	A4	E30354	1089 E HOLLYWOOD RD
4817 OAKS, HELEN W	A4	E51211	1035 E HOLLYWOOD RD
4811 WALDRON, ALBERT	A4	E52227	961 E HOLLYWOOD RD
4809 PEREZ, MANUEL	A4	H2075	HOLLYWOOD RD ACROSS FROM
4807 PEREZ, MANUEL	A4	E51870	HOLLYWOOD RD
115858 BULK TRANSPORTATION INC	B4	4WE339	958 E HWY 70
115708 BULK TRANSPORTATION INC	B4	P43028	958 E HWY 70
115702 BULK TRANSPORTATION INC	B4	E52948	962 E HWY 70 SAFFORD
11404 SUNRISE VILLAGE	B4	H1660	CARWASH
115423 APPLEBEE SR, DAVID A	A4	H1728	SUNRISE VILLAGE #159
122574 JONES, STACEY	A4	E54966	SUNRISE VILLAGE #158
119895 LEYVA, TED	A4	H4912	SUNRISE VILLAGE #157
99836 WINDSOR, LESLIE	A4	E51871	SUNRISE VILLAGE #156
120856 FASOL, BRIAN	A4	H1659	SUNRISE VILLAGE #155
118002 SALAZAR, JAIME L	A4	H1478	SUNRISE VILLAGE #154
112427 KERBY, DARVIN J	A4	H1442	SUNRISE VILLAGE #153
107987 ARAGON, MICHAEL	A4	E52059	SUNRISE VILLAGE #152
100953 MENDOZA, MARGARET G	A4	E51280	SUNRISE VILLAGE #151
111134 BARNES, MELANIE	A4	E54754	SUNRISE VILLAGE #150

EXHIBIT "C"

122162 LEON, COURTNEY	A4	E51700	SUNRISE VILLAGE #149
122883 BENCOMO, RHONDA	A4	LG5239	SUNRISE VILLAGE #149
120887 CHAVEZ, PATRICIA H	A4	E53480	SUNRISE VILLAGE #148
106567 EAST, BELVA B	A4	H1657	SUNRISE VILLAGE #147
119162 NICHOLS, LYNDA L	A4	H1658	SUNRISE VILLAGE #146
121402 YBARRA, JESSIE	A4	E52183	SUNRISE VILLAGE #356
102394 FERRIOL, EDWARD M	A4	E62181	SUNRISE VILLAGE #355 RV
121901 RICHINS, NICOLE	A4	E53998	SUNRISE VILLAGE #145
111707 JOHNSTON, SHERYL L	A4	E52178	SUNRISE VILLAGE #353 RV
122487 WALDEN, STARR	A4	E52179	SUNRISE VILLAGE #354 RV
122496 KNOTT, DARYL	A4	H905	SUNRISE VILLAGE #386 RV
111384 HRDINA, JEFFREY	A4	E302251	SUNRISE VILLAGE #174
121706 FISCHER, VIOLET	A4	E301469	SUNRISE VILLAGE #173
119944 CONKLE, STEVEN D	A4	E53944	SUNRISE VILLAGE #171
122727 BYRD, KRISTAL	A4	E53944	SUNRISE VILLAGE #170
118367 CARR, WILLIAM R	A4	E59401	SUNRISE VILLAGE #364
122451 LONG, RICHARD D	A4	E52511	SUNRISE VILLAGE #169
120947 PERRY, SEANNA	A4	E54363	SUNRISE VILLAGE #169
122257 CONWAY JR, JAMES A	A4	E54755	SUNRISE VILLAGE #363
120246 JOHN, PEGGY L	A4	H845	SUNRISE VILLAGE #168
122464 SHELDON, RAYETTA	A4	E52504	SUNRISE VILLAGE #382
111983 BOLES, BARBARA J	A4	E56421	SUNRISE VILLAGE #187
120646 CRUM, WAYNE OR WANDA	A4	H2041	SUNRISE VILLAGE #186
122724 FISCHER, MITCHELL	A4	H2041	SUNRISE VILLAGE #186
99889 NELSON, DORIAN R	A4	E54539	SUNRISE VILLAGE #165
121544 ECHARD JR, EDDIE	A4	E51193	SUNRISE VILLAGE #164
117471 ARMUJO, JIMMY P	A4	LG5284	SUNRISE VILLAGE #163
115568 GIBSON, RONALD I	A4	H1593	SUNRISE VILLAGE #161
117188 SANCHEZ, CAROLYN N	A4	E302412	SUNRISE VILLAGE #162
118395 CHITWOOD, TAMMIE	A4	E51075	SUNRISE VILLAGE #160
121251 MEDINA, MARYLIN	A4	E56099	SUNRISE VILLAGE #116
122749 CONTRERAS, LORETTA	A4	E56099	SUNRISE VILLAGE #116
12375 WALDEN, STARR	A4	H4991	SUNRISE VILLAGE #115
102548 SUNRISE VILLAGE	B4	E52534	SUNRISE VILLAGE BY POOL
11406 SUNRISE VILLAGE	B4	E55160	CLUB HOUSE - POOL SAFFORD
117674 HELMAN, TIM	A4	E53135	SUNRISE VILLAGE #86
102141 CARVER, RONALD E	A4	H1520	SUNRISE VILLAGE #87
102171 ROSS, WANDA K	A4	H1526	SUNRISE VILLAGE #86
99751 GONZALEZ, ROBERT	A4	E51840	SUNRISE VILLAGE #85
101471 NEWTON, KEVIN B	A4	E52269	SUNRISE VILLAGE #84
114357 WILSON, MARY A	A4	E54352	SUNRISE VILLAGE #83
115689 WEAVER, JANNIE M	A4	E52022	SUNRISE VILLAGE #82
122438 DENNE, JEAN M	A4	H1673	SUNRISE VILLAGE #81
113308 URREA, ALFONSO S	A4	H4628	SUNRISE VILLAGE #48
14610 ESTRADA, ADAM C	A4	H1723	SUNRISE VILLAGE #48
122181 VASQUEZ, ANTHONY	A4	E53871	SUNRISE VILLAGE #47
121652 HUDMAN, AMBER	A4	H4864	SUNRISE VILLAGE #46
121516 WELLS, LEVI	A4	E51600	SUNRISE VILLAGE #45
122564 PESINA, ANDREA	A4	H1596	SUNRISE VILLAGE #44
116813 CHAVEZ, HECTOR OR BLANCA	A4	E302139	SUNRISE VILLAGE #40

EXHIBIT "C"

113803 BEAUCHAMP, NORMA M	A4	E53800	SUNRISE VILLAGE #39
121800 LOPEZ, MICHAEL B	A4	E55106	SUNRISE VILLAGE #38
114038 ARMIJO, TONI	A4	H808	SUNRISE VILLAGE #37
117493 BANDA, ISABEL T	A4	H1916	SUNRISE VILLAGE #50
117545 GANN, BRANDON	A4	H531	SUNRISE VILLAGE #35
121188 GARCIA, NATALIA C	A4	E51143	SUNRISE VILLAGE #33
115105 ROBERTSON, TAMMY	A4	E53269	SUNRISE VILLAGE #36
121910 JOHNSON, PERRY	A4	H1417	SUNRISE VILLAGE #32
117031 KELLER, CHRISTOPHER & PAULA	A4	H1921	SUNRISE VILLAGE #31
113541 CRISCI, DELLA RAE	A4	E54362	SUNRISE VILLAGE #34
122679 DOMINGUEZ, GLORIA	A4	E53597	SUNRISE VILLAGE #30
122213 SILVA, SHARON	A4	H1635	SUNRISE VILLAGE #29
116660 LATTERI, ANGELA	A4	H1714	SUNRISE VILLAGE #28
116988 LATTERI, ANTHONY T	A4	E53546	SAFFORD/SUNRISE VILLAGE
121347 FAITH LUTHERAN CHURCH	A4	H1727	SUNRISE VILLAGE #26
119956 HALLFORD, MIKE	A4	H5228	SUNRISE VILLAGE #24
116570 BENCOMO, RHONDA	A4	H4716	SUNRISE VILLAGE #23
102321 SUNRISE VILLAGE	B4	E302403	SUNRISE VILLAGE
100899 SUNRISE VILLAGE	B4	E52180	SUNRISE VILLAGE RV
122008 MARTIN, RAYMOND	A4	H1895	SUNRISE VILLAGE #352 RV
122063 PLUMLEE, ZANE	A4	H656	SUNRISE VILLAGE #351
122667 EFROS, MARK	A4	E55429	SUNRISE VILLAGE #351
117178 HOLGUIN, LEANN	A4	E52042	SUNRISE VILLAGE #22
121692 BRENTON, KELLY	A4	H1699	SUNRISE VILLAGE #350 RV
120931 KOGER, GEORGE	A4	E52177	SUNRISE VILLAGE #348
122772 BOETTCHER, LEE	A4	E52177	SUNRISE VILLAGE #348
121537 EASLEY, DOYCE L	A4	E55434	SUNRISE VILLAGE #347
122594 SHELDON, RAYETTA	A4	E54540	SUNRISE VILLAGE #361 RV
122857 STRATTON, JEFFERY D	A4	E54640	SUNRISE VILLAGE #361 RV
120772 DERRYBERRY, JOE	A4	E52186	SUNRISE VILLAGE #346
121148 MATTHEWS, BRANDY S	A4	E52187	SUNRISE VILLAGE #345
117514 KINNEBREW, ROBERT H	A4	H1677	SUNRISE VILLAGE #344
101065 SUNRISE VILLAGE	B4	E52176	SUNRISE VILLAGE RV WEST METER
101064 SUNRISE VILLAGE	B4	E52174	SUNRISE VILLAGE RV MIDDLE METER
101063 SUNRISE VILLAGE	B4	E52182	SUNRISE VILLAGE RV EAST METER
116288 WALDEN, STARR	A4	E52478	SUNRISE VILLAGE #360
121322 RINCON, MIGUEL	A4	E55023	SUNRISE VILLAGE #349
11985 SUNRISE VILLAGE	B4	E59878	SAFFORD/SUNRISE VILLAGE
11986 SUNRISE VILLAGE	B4	E54310	SAFFORD/SUNRISE VILLAGE
107011 SUNRISE VILLAGE	B4	H212	EAST RV METER
107012 SUNRISE VILLAGE	B4	H213	EAST RV METER
117180 PACYER, COLT & SHEILA	A4	E53621	SUNRISE VILLAGE #264
117271 BACA, SAM	A4	E54999	SUNRISE VILLAGE #260
112481 EASLEY, RHONDA	A4	E53821	SUNRISE VILLAGE #212
110426 DESPAIN, LESLIE O	A4	H961	SUNRISE VILLAGE #211
110008 HARRIS, LOU	A4	H1848	SUNRISE VILLAGE #178
119347 SALAS, TOMMY	A4	E53620	SUNRISE VILLAGE #263
105055 RINGLE, DONNA L	A4	E52864	SUNRISE VILLAGE #210
121840 CONTRERAS, LORETTA	A4	E53628	SUNRISE VILLAGE #261
122388 MADDOCK, SEAN M	A4	E53869	SUNRISE VILLAGE #209

EXHIBIT "C"

114642	NABOR, SHANNON	A4	E53865	SUNRISE VILLAGE #178
120211	COBOS, MAX	A4	E53873	SUNRISE VILLAGE #208
117287	RODRIGUEZ JR, CAMILO	A4	E52820	SUNRISE VILLAGE #207
109943	CONTRERAS, DESIREE	A4	E52844	SUNRISE VILLAGE #180
120830	STREIGHT, CHERYL	A4	E52821	SUNRISE VILLAGE #208
107276	POWELL, KENNETH W	A4	E52849	SUNRISE VILLAGE #182
121074	HUNTSINGER, LEAH	A4	E51969	SUNRISE VILLAGE #184
106556	HANNA, LAURA J	A4	E52877	SUNRISE VILLAGE #202
107413	APODACA, STACEY	A4	H1683	SUNRISE VILLAGE #201
117148	TUTOR, JUSTIN & DONNA	A4	H1577	SUNRISE VILLAGE #200
106868	RUIZ, JESUS M	A4	H5127	SUNRISE VILLAGE #199
103629	HARALSON, SUZANNE L	A4	H1684	SUNRISE VILLAGE #188
121587	WOOD, LOUIS L	A4	E52845	SUNRISE VILLAGE #197
117758	HARRINGTON, EUGENE	A4	H1269	SUNRISE VILLAGE #196
117380	HARRIS, DEAN & BEATRICE	A4	H4429	SUNRISE VILLAGE #191
109048	AGUILAR, ROXANNE	A4	E301468	SUNRISE VILLAGE #195
116830	LYBARGER, LINDSEY	A4	H1682	SUNRISE VILLAGE #194
122605	RAMSEY, MICHAEL	A4	E53874	SUNRISE VILLAGE #188
120085	ALLEN, REBECCA J	A4	E51666	SUNRISE VILLAGE #193
121890	LUJAN, LISA	A4	E53857	SUNRISE VILLAGE #192
122142	SEXTON, CHARLES N	A4	H1449	SUNRISE VILLAGE #190
119298	EITZER, STEPHANIE	A4	E54882	SUNRISE VILLAGE #189
120768	BERLANGA, ELVIA	A4	E52304	SUNRISE VILLAGE #187
117891	WARREN, SANDRA	A4	E52841	SUNRISE VILLAGE #185
122705	BURT, JOHN E	A4	E53364	SUNRISE VILLAGE #186
105677	DUTCHER, JOY	A4	E53864	SUNRISE VILLAGE #183
121746	DOMINGUEZ, LISA	A4	E51224	SUNRISE VILLAGE #179
116202	MCGUTCHEON, RANDALL J	A4	E53843	SUNRISE VILLAGE #177
118621	DALE, CHAD E	A4	E64135	SUNRISE VILLAGE #176
107077	SANTOS, EUZABETH	A4	E55571	SUNRISE VILLAGE #258
108047	ORTEGA, GENEVEIVE	A4	E53629	SUNRISE VILLAGE #257
106473	LOPEZ, CARLOS L	A4	E5472	SUNRISE VILLAGE #255
117009	BURTON, PAMELA J	A4	E53825	SUNRISE VILLAGE #254
103601	PYEATT, STEVEN	A4	E53804	SUNRISE VILLAGE #260
122231	RASSO, CRYSTAL	A4	E53828	SUNRISE VILLAGE #249
122781	HOLDEN, SUSAN K	A4	E53828	SUNRISE VILLAGE #248
122587	BRASSARD, TOM	A4	E54428	SUNRISE VILLAGE #214
120857	CABRERA, YOLANDA	A4	H1694	SUNRISE VILLAGE #247
120034	OLIVAS, RUBEN E	A4	H1695	SUNRISE VILLAGE #246
104912	POWELSON, LARRY G	A4	H1693	SUNRISE VILLAGE #245
112108	PATE, LOLITA R	A4	E53844	SUNRISE VILLAGE #218
122843	RAMSEY, MICHAEL	A4	E51404	SUNRISE VILLAGE #244
108483	SANCHEZ, GONZALO	A4	H627	SUNRISE VILLAGE #242
122335	HOLDEN, SUSAN K	A4	E53839	SUNRISE VILLAGE #248
104447	VIZCAINO, LEHI	A4	H4466	SUNRISE VILLAGE #222
117454	QUINTANA, DANIEL	A4	H1387	SUNRISE VILLAGE #240
119196	MCARDLE, TIMOTHY	A4	E53622	SUNRISE VILLAGE #251
106105	COMER, MARY LOU	A4	H1696	SUNRISE VILLAGE #239
122634	WILCOX, PAULA	A4	H1159	SUNRISE VILLAGE #238
103733	GARCIA, DESEDARIO A	A4	H1415	SUNRISE VILLAGE #237

EXHIBIT "C"

117582	GARCIA, SHELLY	A4	H1626	SUNRISE VILLAGE #226
118722	BARNETTE, JENNY R	A4	E53897	SUNRISE VILLAGE #236
114077	HENDRICKS, RUSSELL D	A4	E53892	SUNRISE VILLAGE #235
106267	MORENO, MICHAEL A	A4	H6113	SUNRISE VILLAGE #234
103869	DANIEL, SANDRA L	A4	H1791	SUNRISE VILLAGE #229
120686	GREEN, M BERNICE	A4	H2168	SUNRISE VILLAGE #231
105522	QUINTANA, JEFF	A4	H1681	SUNRISE VILLAGE #230
121655	LA RIVIERE, E CHERISE	A4	H1916	SUNRISE VILLAGE #228
122567	WILCOX, PAULA	A4	E53870	SUNRISE VILLAGE #227
122794	DENNIS, ERICA	A4	E53870	SUNRISE VILLAGE #227
118490	HUPP, ANDREA	A4	E53845	SUNRISE VILLAGE #225
113675	SMITH, ERNEST T	A4	E52518	SUNRISE VILLAGE #221
106981	LOPEZ, YVONNE	A4	E53899	SUNRISE VILLAGE #217
122550	VANDERSNICK, KAREN	A4	E54318	SUNRISE VILLAGE #215
122697	MCCULLIN, AUSTIN	A4	E54318	SUNRISE VILLAGE #213
116259	STONE, DAINA	A4	H4936	SUNRISE VILLAGE #213
116576	SUNRISE VILLAGE	A4	E3085	SUNRISE VILLAGE #426
110998	TELLEZ, JESSICA	A4	H833	SUNRISE VILLAGE #421
122377	EDEN, JAMIE	A4	E52901	SUNRISE VILLAGE #422
107779	HOWARD, DANIEL & KORI	A4	E54925	SUNRISE VILLAGE #423
120655	NEWTON, KEVIN B	A4	H660	SUNRISE VILLAGE #419
120786	SPRINGFIELD, LARRY	A4	E51916	SUNRISE VILLAGE #424
118579	SUNRISE VILLAGE	A4	E55191	SUNRISE VILLAGE #425
119013	BENCOMO, RICHARD	A4	E51253	SUNRISE VILLAGE #418
110211	SCOTT, MICHELE	A4	H880	SUNRISE VILLAGE #415
118431	SUNRISE VILLAGE	A4	E54087	SUNRISE VILLAGE #432
118854	SUNRISE VILLAGE	A4	H5214	SUNRISE VILLAGE #411
107393	STINSON, VERNON	A4	H269	SUNRISE VILLAGE #443
122054	LEWIS, USA	A4	H590	SUNRISE VILLAGE #402
120455	SIERRA, BRENDA	A4	E30518	SUNRISE VILLAGE #445
115350	GILLUM, MARCIA & BRANDON	A4	H141	SUNRISE VILLAGE #400
119797	ROSSON, FRANK W	A4	E54561	SUNRISE VILLAGE #401
116828	ESPINOZA III, MANUEL	A4	H4538	SUNRISE VILLAGE #403
121841	HADDON, KEVIN	A4	E55074	SUNRISE VILLAGE #427
114155	FASOL, RAMONA	A4	E51834	SUNRISE VILLAGE #442
119023	SLOAN JR, ALEX	A4	E54316	SUNRISE VILLAGE #441
122091	LAMBIDIN, MONTY	A4	E54423	SUNRISE VILLAGE #444
122157	CAVAZOS, BLANCA	A4	H1222	SUNRISE VILLAGE #437
122824	CHAVEZ, VICTOR	A4	H1222	SUNRISE VILLAGE #437
118855	SUNRISE VILLAGE	A4	H5215	SUNRISE VILLAGE #412
108475	VIEIRA, JOHN J	A4	H772	SUNRISE VILLAGE #433
118430	SUNRISE VILLAGE	A4	H1017	SUNRISE VILLAGE #431
118429	SUNRISE VILLAGE	A4	H1305	SUNRISE VILLAGE #429
120116	HALL, MARY	A4	H510	SUNRISE VILLAGE #465
122547	JONES, RORY A	A4	H386	SUNRISE VILLAGE #404
118293	SUNRISE VILLAGE	A4	E63992	SUNRISE VILLAGE #466
120952	BLOOM, SUSAN E	A4	H5071	SUNRISE VILLAGE #469
118267	SUNRISE VILLAGE	A4	H786	SUNRISE VILLAGE #470
118268	SUNRISE VILLAGE	A4	H777	SUNRISE VILLAGE #472
118433	SUNRISE VILLAGE	A4	E54086	SUNRISE VILLAGE #435

EXHIBIT "C"

118269	SUNRISE VILLAGE	A4	H573	SUNRISE VILLAGE #474
118432	SUNRISE VILLAGE	A4	E54080	SUNRISE VILLAGE #436
108209	BRATCHER, STEPHANIE	A4	H458	SUNRISE VILLAGE #484
118853	SUNRISE VILLAGE	A4	H5213	SUNRISE VILLAGE #409
118292	SUNRISE VILLAGE	A4	E53982	SUNRISE VILLAGE #487
118851	SUNRISE VILLAGE	A4	H5211	SUNRISE VILLAGE #407
118859	SUNRISE VILLAGE	A4	H5220	SUNRISE VILLAGE #438
122344	ORNDORFF, RON	A4	H1048	SUNRISE VILLAGE #468
118294	SUNRISE VILLAGE	A4	E54027	SUNRISE VILLAGE #476
118860	SUNRISE VILLAGE	A4	H5219	SUNRISE VILLAGE #440
118730	SUNRISE VILLAGE	A4	E52090	SUNRISE VILLAGE #478
118850	SUNRISE VILLAGE	A4	H5210	SUNRISE VILLAGE #405
118358	SUNRISE VILLAGE	A4	E64026	SUNRISE VILLAGE #459
122356	COVARRUBIAS, CARLOS	A4	H686	SUNRISE VILLAGE #480
118359	SUNRISE VILLAGE	A4	E54025	SUNRISE VILLAGE #457
118733	SUNRISE VILLAGE	A4	E52251	SUNRISE VILLAGE #482
110124	GONZALES, MANUEL T	A4	H1060	SUNRISE VILLAGE #455
122251	BAYLOR, CAROL	A4	H618	SUNRISE VILLAGE #484
122395	AGUIRRE, VINCENT A	A4	H594	SUNRISE VILLAGE #451
122526	JOHNSON, JERRY W	A4	H735	SUNRISE VILLAGE #489
109483	BIGLER, JOANNE	A4	E53805	SUNRISE VILLAGE #448
116444	STRICKLER, ANN	A4	H255	SUNRISE VILLAGE #491
118652	SUNRISE VILLAGE	A4	H5212	SUNRISE VILLAGE #408
109211	AGUINAGA, MARY A	A4	H684	SUNRISE VILLAGE #447
120197	BRUCE, JILLIAN	A4	H1678	SUNRISE VILLAGE #490
121463	DILJMAN, ASHLEY	A4	H419	SUNRISE VILLAGE #410
109082	SCROGGINS, DAVID	A4	H623	SUNRISE VILLAGE #488
119742	TRUJILLO, JULIE	A4	E54889	SUNRISE VILLAGE #450
122852	CONKLE, STEVEN D	A4	E54889	SUNRISE VILLAGE #450
117151	JIMENEZ, KRISTLE	A4	H898	SUNRISE VILLAGE #485
118856	SUNRISE VILLAGE	A4	H8216	SUNRISE VILLAGE #414
118732	SUNRISE VILLAGE	A4	LGE208	SUNRISE VILLAGE #481
118731	SUNRISE VILLAGE	A4	E51863	SUNRISE VILLAGE #479
118667	SUNRISE VILLAGE	A4	H5217	SUNRISE VILLAGE #416
118369	SUNRISE VILLAGE	A4	H1014	SUNRISE VILLAGE #456
122262	DIAL, HARLIN	A4	LGE236	SUNRISE VILLAGE #486
118362	SUNRISE VILLAGE	A4	H5092	SUNRISE VILLAGE #461
118858	SUNRISE VILLAGE	A4	H5218	SUNRISE VILLAGE #417
116866	WHEADON, TYRONE & REBECCA	A4	E301628	SUNRISE VILLAGE #477
118270	SUNRISE VILLAGE	A4	H1329	SUNRISE VILLAGE #475
118361	SUNRISE VILLAGE	A4	E54001	SUNRISE VILLAGE #475
122324	KIMBALL, SHERI	A4	H798	SUNRISE VILLAGE #462
118360	SUNRISE VILLAGE	A4	H5093	SUNRISE VILLAGE #463
100020	ELY, HARVEY E	H	PE674	LITTLE HOLLYWOOD RD
105077	WESTERN REFINING WHOLESAL	B4	CE4Y182	1010 E US HWY 70
108462	RENTAL SERVICE CORPORATION	B4	CE4W202	HWY 70 SAFFORD RSC
103661	CUNNINGHAM, E C (BUFF)	B4	H698	1122 E HWY 70 SAFFORD
122653	COPPER STEER STEAK HOUSE	B4	CE4M273	HWY 70 E/OF RSC
117009	NAPIER, STEVE L	A4	H4644	1172 E HWY 70
118226	COPPER STEER STEAK HOUSE	B4	H1706	1206 E HWY 70/OLD BULK PLANT

EXHIBIT "C"

117502 BERRYHILL, JUSTIN	A4	E53522	1230 E HWY 70
4920 JOE'S PLUMBING	B1	E302657	1351 E HWY 70
4919 KILLIAN, MRS JOE	A1	H1998	1351 E US HWY 70
114280 MARBLE, DONALD C	A4	SW045	1280 E US HWY 70 NEW HOME
122103 MAUTNER, CORD. & DEBRA	A4	E51956	1380 E HWY 70
4925 MARBLE, DONALD C	B4	E53831	1376 E US HWY 70 - STORAGE
118728 SUNRISE VILLAGE	A4	E53267	SUNRISE VILLAGE #453
4928 ELY, HARVEY E	I1	PE607	NORTH SIDE OF HWY 70 N OF
119450 GEM DISTRIBUTION SYSTEMS LLC	B1	C134WY36	OLD FLEETWOOD SUPER CENTER
122058 COPPER CANYON	A4	E65209	SPRINKLER SYSTEM BY ENTRANCE
120501 VALLEY TELEPHONE CO-OP INC	B4	E54813	ENTRANCE TO COPPER CANYON
120436 ARREOLA, FRANCISCO J	A1	H4978	999 CLIFFORD DR
122731 REED, LARISSA AND JAMES	A1	H4978	999 CLIFFORD DR
104676 CLIFFORD, TONY	A4	H4755	1023 S CLIFFORD DR BEHIND
121223 COPPER CANYON	A4	LG038	D/D LIGHT #1 HOLLYWOOD
117767 GROGAN, CAROLYN	A4	H716	1272 E HOLLYWOOD RD
110769 JOHN, HARVEY J	I1	PE1110	HOLLYWOOD RD/CLIFFORD DR PUMP
113146 KIEFFER, VINCE	I1	PE877	PUMP GOING E ON HOLLYWOOD RD
4832 MONTIERTH, NEAL	I1	PE769	HOLLYWOOD RD ON SOUTH SIDE
105458 FAJARDO, DANIEL	I1	PE449	1ST PUMP E OF 1272 E HLLYWD RD
119275 KIEFFER, VINCE	I1	PE449	1ST PUMP E OF 1272 E HLLYWD RD
120965 COPPER CANYON	A4	E54920	2ND LIGHT W/OF LOT #45
122279 ELSBERRY, TERRY & SUSAN	A4	E55213	1394 COPPER CANYON DR #77
121482 SALAZAR, EVA	A4	LGED43	1336 S ROPER LANE #82
121208 FREEPORT-MCMORAN MORENCI	A4	E54878	1659 E TRILOGY LN #48
121320 MYSLINSKI, PAUL	A4	LGED49	1330 S ROPER LANE #83
120817 PROVIDENCE DEVELOPMENT INC	A4	LGED41	1320 S ROPER LANE #84
120916 PROVIDENCE DEVELOPMENT INC	A4	E54756	1337 S ROPER LANE #76
120915 PROVIDENCE DEVELOPMENT INC	A4	E5424	1347 S ROPER LANE #75
120914 PROVIDENCE DEVELOPMENT INC	A4	E54359	1357 S ROPER LANE #74
120913 PROVIDENCE DEVELOPMENT INC	A4	E54858	1367 S ROPER LANE #73
120912 PROVIDENCE DEVELOPMENT INC	A4	E54957	1676 E COPPER CANYON DR #71
120911 PROVIDENCE DEVELOPMENT INC	A4	E51203	1686 E COPPER CANYON DRIVE #70
120910 PROVIDENCE DEVELOPMENT INC	A4	H1536	1360 S GRAHAM LANE #68
120809 PROVIDENCE DEVELOPMENT INC	A4	E54811	1350 S GRAHAM LANE #67
120808 PROVIDENCE DEVELOPMENT INC	A4	E54865	1340 S GRAHAM LANE #68
120806 PROVIDENCE DEVELOPMENT INC	A4	E54972	1330 S GRAHAM LANE #65
120807 PROVIDENCE DEVELOPMENT INC	A4	E54958	1687 E KELSON PLACE #63
120806 PROVIDENCE DEVELOPMENT INC	A4	LGED39	1677 E KELSON PLACE #62
120808 PROVIDENCE DEVELOPMENT INC	A4	E51242	1317 S KUHNI COURT #85
122472 RODRIGUEZ, MICHAEL & JESSICA	A4	H506	1359 KUHNI COURT #89
121556 CORDOVA, MICHAEL	A4	E55034	1369 S KUHNI COURT
121557 MONTOKA, SAMUEL	A4	LGED62	1354 S KUHNI COURT #91
121530 THOMPSON, MICHAEL	A4	LGED60	1332 S KUHNI COURT
121416 BRINKERHOFF, TAZ	A4	E52171	1318 S KUHNI COURT #93
121242 PROVIDENCE DEVELOPMENT INC	A4	E54946	1620 E STRATTFORD DRIVE #234
121222 FREEPORT-MCMORAN MORENCI	A4	E54932	1488 E LAS SENDAS DRIVE #117
121221 FREEPORT-MCMORAN MORENCI	A4	E54831	1504 E LAS SENDAS DRIVE #116
121220 FREEPORT-MCMORAN MORENCI	A4	E54801	1524 E LAS SENDAS DRIVE #115
121219 FREEPORT-MCMORAN MORENCI	A4		1526 E LAS SENDAS DRIVE #114

EXHIBIT "C"

121217	FREEPORT-MCMORAN MORENCI	A4	E54912	1534 E LAS SENDAS DRIVE #113
121216	FREEPORT-MCMORAN MORENCI	A4	E54969	1546 E LAS SENDAS DRIVE #112
122288	CUTHBERTSON, JOYCE	A4	E55216	1585 LAS SENDAS DRIVE #109
120882	PROVIDENCE DEVELOPMENT INC	A4	E55049	1525 E LAS SENDAS DRIVE #1D4
121782	PAFFON, JOSH	A4	LGE280	1255 S KELSON PLACE #103
120711	CABLE ONE	B4	E54802	1530 E KELSON PLACE
121865	LUSK, CASEY T	A4	E55104	1622 KELSON PLACE #60
121206	FREEPORT-MCMORAN MORENCI	A4	E54861	1840 E TRILOGY LN #43
121205	FREEPORT-MCMORAN MORENCI	A4	E54863	1650 E TRILOGY LN #42
121215	FREEPORT-MCMORAN MORENCI	A4	E54843	1646 E KELSON PLACE #58
121214	FREEPORT-MCMORAN MORENCI	A4	E54846	1654 E KELSON PLACE #57
121213	FREEPORT-MCMORAN MORENCI	A4	E54845	1664 E KELSON PLACE #56
121212	FREEPORT-MCMORAN MORENCI	A4	E54852	1674 E KELSON PLACE #55
122572	PROVIDENCE DEVELOPMENT INC	A4	E55400	1684 E KELSON PLACE #54
122571	PROVIDENCE DEVELOPMENT INC	A4	E55395	1695 E TRILOGY LN #52
121211	FREEPORT-MCMORAN MORENCI	A4	E54840	1885 E TRILOGY LN #51
122573	PROVIDENCE DEVELOPMENT INC	A4	LGE226	1340 S KELSON PLACE #279
122849	BROADHEAD, LYLE	A4	LGE226	1340 S KELSON PLACE #279
121210	FREEPORT-MCMORAN MORENCI	A4	E54844	1675 E TRILOGY LN #50
121209	FREEPORT-MCMORAN MORENCI	A4	E54877	1665 E TRILOGY LN #49
121207	FREEPORT-MCMORAN MORENCI	A4	E54876	1645 E TRILOGY LN #47
121089	BHUSHAN, ANUBHAN	A4	E54864	1660 E TRILOGY LN #41
121204	FREEPORT-MCMORAN MORENCI	A4	E54868	1670 E TRILOGY LN #40
121203	FREEPORT-MCMORAN MORENCI	A4	E54856	1680 E TRILOGY LN #39
121202	FREEPORT-MCMORAN MORENCI	A4	E54817	1680 E TRILOGY LN #38
122262	BACA, DAVID J	A4	E55244	1720 TRILOGY LN #38
120794	KRUGER, ANDREA	A4	E54851	1245 S GRAHAM LANE #35
121201	FREEPORT-MCMORAN MORENCI	A4	H656	1265 S GRAHAM LANE #33
121200	FREEPORT-MCMORAN MORENCI	A4	E54787	1275 S GRAHAM LANE #32
121199	FREEPORT-MCMORAN MORENCI	A4	E54786	1289 S GRAHAM LANE #31
121198	FREEPORT-MCMORAN MORENCI	A4	E54785	1299 S GRAHAM LANE #30
121187	FREEPORT-MCMORAN MORENCI	A4	E54784	1301 S GRAHAM LANE #29
120858	GONZALES, VICKIE	A4	E54783	1315 S GRAHAM LANE #28
120475	PROVIDENCE DEVELOPMENT INC	A4	E54782	1325 S GRAHAM LANE #27
121196	FREEPORT-MCMORAN MORENCI	A4	E54781	1335 S GRAHAM LANE #26
121195	FREEPORT-MCMORAN MORENCI	A4	E54780	1345 S GRAHAM LANE #25
120812	KEARNS, WALTER F	A4	E54779	1351 S GRAHAM LANE #24
120888	BACA, DENISE	A4	E54778	1365 S GRAHAM LANE #23
122419	JURADO, ROSA M	A4	E54777	1375 S GRAHAM LANE #22
120740	CORDOVA, VERONICA	B4	E54847	1385 S GRAHAM LANE #21
122524	STONER, DANIEL J	A4	E54722	1405 S GRAHAM LANE #19
120734	TAYLOR, STEPHEN & CHRISTI	A4	E54652	1705 E COPPER CANYON DR #18
120936	BROWN, BRANDEN	A4	LG004	1699 E COPPER CANYON DR #17
121195	FREEPORT-MCMORAN MORENCI	A4	LG002	1689 E COPPER CANYON DR #16
121194	FREEPORT-MCMORAN MORENCI	A4	LG005	1679 E COPPER CANYON DR #15
121193	FREEPORT-MCMORAN MORENCI	A4	LG003	1667 E COPPER CANYON DR #14
121192	FREEPORT-MCMORAN MORENCI	A4	LG001	1657 E COPPER CANYON DR #13
121191	FREEPORT-MCMORAN MORENCI	A4	E54857	1647 E COPPER CANYON DR #12
120162	PROVIDENCE DEVELOPMENT INC	A4	E54857	1647 E COPPER CANYON DR #12
122789	THOMAS, JULIA	A4	E54857	1647 E COPPER CANYON DR #12
122856	ROSSON, AARON G & TAMMY	A4	E54857	1647 E COPPER CANYON DR #12

EXHIBIT "C"

120835 BOSS, JEREMY	A4	E54646	1395 S GRAHAM AVE #20
121190 FREEPORT-MCMORAN MORENCI	A4	E54832	1637 E COPPER CANYON DR #11
122194 PAVLOSKI, KEN	A4	E54842	1627 E COPPER CANYON DR #10
103073 UNION CANAL CO	I1	PE238	SAFFORD/BEHIND SAFFORD CARPET
120157 PROVIDENCE DEVELOPMENT INC	A4	E54933	1605 E COPPER CANYON DR #6
120153 PROVIDENCE DEVELOPMENT INC	A4	E54851	1561 E COPPER CANYON DR #4
12497 CLIFFORD, KENNETH WAYNE	I1	PE395	1573 E HOLLYWOOD RD-S OF HOUSE
116249 CLIFFORD, TONY	I1	PE395	1573 E HOLLYWOOD RD-PUMP
120151 PROVIDENCE DEVELOPMENT INC	A4	H4855	1545 E COPPER CANYON DR #2
120152 PROVIDENCE DEVELOPMENT INC	A4	E54627	1551 E COPPER CANYON DR #3
120150 PROVIDENCE DEVELOPMENT INC	A4	E54397	1535 E COPPER CANYON DR #1
122801 PROVIDENCE DEVELOPMENT INC	A4	E54930	1560 S KELSON PLACE #98
122869 CHAVEZ, TANYA	A4	E54930	1580 S KELSON PLACE
109007 NEAL, JOHN	B1	E52394	207 E 8TH STREET SAFFORD
115486 NEAL, JOHN	B1	E53877	207 E 8TH ST SAFFORD
115159 SAFFORD VALLEY COTTON	B1	CE4W272	120 E 9TH ST
9451 SAFFORD VALLEY COTTON	LC1	CE4W185	COOPERATIVE INC
6046 UNION CANAL CO	I1	PE791	207 5TH ST
6047 UNION CANAL CO	I1	PE792	SE CORNER OF SAFFORD GIN YARD
6049 WELKER, NORMAN	A1	H4612	311 E 14TH ST
6051 WELKER, NORMAN	A1	PE340	1/2 MILE E OF 1ST AVE
6050 WELKER, GREG	A1	H709	400 E RELATION
109421 WHITMER, BRETT	A1	E52688	215 E RELATION
103375 SCARBOROUGH, LANCE	A1	E3077	1249 S CAROLINE LANE
109070 SCARBOROUGH, WIN	A1	E302124	1215 S CAROLINE LANE
105289 SCARBOROUGH, WIN	A1	H218	CAROLINE LANE
6056 SCOTT, E W	A1	H5078	1727 1ST AVE
112681 CUETO, JOE M	A1	E53854	1835 S 1ST AVE
6057 CUETO, JOE M	A1	H667	1835 S 1ST AVE SAFFORD
6056 JENSEN, CARL	A1	H654	1819 S 1ST AVE SAFFORD
107321 FIRST CHRISTIAN CHURCH	B1	H264	1726 S 1ST AVE - SAFFORD
6059 FIRST CHRISTIAN CHURCH	B1	H625	OF SAFFORD INC
121415 HAUSSLER, BRIGETTE	A1	H626	1816 1ST AVE SAFFORD
116154 ZAMORA, RAY	A1	E53368	1816 S 1ST AVE SAFFORD
121536 ALLEN, AUSTIN	A1	E53086	1816 1ST AVE- APT IN BACK
120489 WIMBERLEY, BYRON	A1	H206	124 19TH ST
6052 HOLDER, JIM	A1	H666	126 E 19TH ST
112030 BINGHAM, BRUCE E	A1	H4495	128 E 19TH ST
121895 CURTIS, JARED	A1	E51994	204 E 19TH PLACE
118324 SCOTT, GARY V	A1	H717	202 E 19TH PLACE
122685 HANCOCK, ADELLE	A1	H717	202 E 19TH PLACE
112185 BINGHAM, STEPHEN B	A1	E54383	110 E 19TH PLACE
6058 LAYTON, CLYDE	A1	E301498	102 E 19TH PL
102605 BURRELL, ERNESTINA	A1	H604	1905 FIRST AVE
116879 FREEMAN, DEBRA	A1	E32879	1918 FIRST AVE RENTAL
6069 RUIZ FAMILY TRUST	A1	E51696	104 E 19TH PLACE
6070 MITCHELL, JAMES E	A1	H4887	108 E 19TH PLACE
6075 ANGLE, MARVIN	A1	E302209	206 E 19TH PLACE
6076 KIGHT, DEBI	A1	H607	208 E 19TH PLACE
100103 CLUFF, HOUSTON	A1	H559	209 E 19TH PLACE

EXHIBIT "C"

6078 OLAH, ELMER.	A1	E51015	207 E 19TH PLACE
117576 HERNANDEZ, EFREN	A1	E53603	205 E 19TH PLACE
104825 PEDERSON, PATRICIA A	A1	E302132	203 E 19TH PLACE
117927 ARRELLIN, RAYMOND	A1	H5158	109 E 19TH PL
6082 MACK, G WAYNE	A1	H726	105 E 19TH PL
12652 DABBS, CAROLYN J	A1	H4736	103 E 19TH PLACE
121052 FLOWERS, MICHAEL & ERIN	A1	E51864	1919 FIRST AVE SAFFORD
108051 ROBERTSON, KIMBLE PATRICK	A1	H485	2004 1ST AVE SAFFORD
121768 HOLGUIN, MELINDA	A1	E51016	113 W 20TH ST
119696 RUBIO, CHRISTOPHER	A1	LG023	115 W 20TH ST
109545 GARDEA, RICHARD	A1	E51594	117 W 20TH ST SAFFORD
114223 CALDERON, VIRGINIA	A1	E54993	119 W 20TH ST SAFFORD
118718 STEPHENS, KIM	A1	H714	121 W 20TH ST
6035 CITY OF SAFFORD	B1	4WEZ92	20TH ST. LIFT STATION
6034 SHERMAN, W E	A1	H711	241 W 20TH ST
120782 COHEN, JULIE	A1	H1393	271 W 20TH ST LANDLORD
6033 SHERMAN, W E	A1	H715	241 W 20TH ST
11975 SHERMAN, W E	A1	E303067	241 W 20TH /BY HIS SHOP
6029 CHURCH OF JESUS CHRIST LDS	B1	H5080	20TH ST PUMP
121346 MONTEZ, JOE	A1	E52085	180 W 20TH ST
103615 GOODMAN, ETHEL	A1	E53779	170 W 20TH ST SAFFORD
104939 MERINO JR, MIKE	A1	E53218	150 W 20TH ST SAFFORD
6088 MCRAE, TED	A1	H725	1924 1ST AVE
115172 CARDENAS, JORGE & AMALIA	A1	H657	102 E 20TH ST SAFFORD
11363 ELY, HARVEYE	A1	E53776	104 E 20TH ST PUMP
119943 PAUL, LINDA	A1	E53474	104 E 20TH ST TRAILER #1
117487 RUIZ, JOHN L	A1	E52376	104 E 20TH ST #2 WTYELLOW
112341 CLARK, RANDY L	A1	H4534	104 E 20TH ST #4 SAFFORD
121909 VILLEGAS, ABRIA	A1	H4954	104 E 20TH STHOUSE
6121 PERU, MARCELINA	A1	H699	206 E 20TH ST
118568 BIEN, ERIKA	A1	H700	200 E 20TH ST
6131 TERRAZAS, FRANK	A1	E53953	208 E 20TH ST
8137 HOLDMAN, DOLLY & JESSE	A1	E55532	222 E 20TH ST
119647 MACK, CLAY	A1	E51320	312 E 20TH ST
119748 MACK, CLAY	A1	E54983	312 E 20TH ST
104309 WARD, SUE	A1	E53019	440 E 20TH STREET
119857 MACK, CHRIS	A1	E53810	409 E 20TH ST SAFFORD
8062 HERRERA, SERAPIO	A1	E301506	LONE STAR RD
110647 BECKSTEAD, TINA	A1	H1063	2416 WELKER LANE LANDLORD
122461 HOLGUIN, NICK E	A1	E5477	661 E LONESTAR RD
116365 ARANDA, RICK & ELENA V	A1	E54885	419 E 20TH ST
6171 ESTES, ETHAN	A1	H5086	417 E 20TH ST
118032 COLLUMS, LAURI	A1	E53811	415 E 20TH ST
14009 HARRIS, JANET A	A1	E30476	411 E 20TH ST
118130 BURRESON, KAREN	A1	H1801	409 E 20TH ST NEW HSE NEXT
122050 GARCIA, MEREDITH R	A1	E302222	413 E 20TH ST LONESTAR RD
122778 HINTON, JAMES M	A1	E302222	413 E 20TH ST LONESTAR RD
116757 GRAHAM, TRAVIS T MARTIN	A1	E30656	317 E 20TH STREET - TRAILER
116740 GRAHAM, TIMOTHY H	A1	E30107	315 E 20TH ST
121597 GRAHAM, MISTY	A1	E30107	315 E 20TH ST

EXHIBIT "C"

6154 MAGALLANES, POLINAR	A1	H674	313 E 20TH ST
120296 AGUAYO, JANE T	A1	H6041	301 E 20TH ST
107158 ELY, HARVEY E	A1	H144	225 E 20TH ST-MICHELE ELY
8136 CLARK, DAVID	A1	E53048	299 E 20TH ST
8134 SAVAGE, PAT	A1	E51454	219 E 20TH ST
8122 ELY, HARVEY E	A1	E52562	BOX 255
119713 QUINONES, SANDRA	A1	H712	217 E LONESTAR RD
6117 ELY, HARVEY E	A1	H603	115 E 20TH ST SONNY'S HOUSE
101016 ELY, HARVEY E	A1	E5171	113 E 20TH ST SAFFORD
120274 ELY, HARVEY E	A1	E54865	115 E 20TH ST SHOP BEHIND HSE
116232 BIEN, OLA	A1	H183	107 E 20TH ST
119789 GONZALES JR, JOE	A1	H170	106 E 20TH NEXT TO WALT ROGGE
6080 ESCOBEDO SR, RUBEN L	A1	LGE107	103 E 20TH ST #83
6088 ORTIZ, STELLA	A1	H111	101 E 20TH ST
6067 ROJAS, MARY ANI	A1	H376	2007 S 1ST AVE SAFFORD
119912 AUTONOMOUS SOLUTIONS INC	A1	H4508	2008 1ST AVE SAFFORD
6177 ROSEBERRY, RONALD J	A1	E302378	2050 S 1ST AVE - SAFFORD
104585 PLINER, MELVIN N	A1	E53994	2056 S 1ST AVE-SAFFORD
6178 RYAN, RUTH M	A1	H703	2144 S 1ST AVE
118320 BROWN, LAWYNN	A1	E301716	2150 1ST AVE SAFFORD
122057 WITTENBRAKER, CHAD D	A1	H661	2214-B S 1ST AVE SAFFORD
118704 BERMUDEZ, BALTAZAR M	A1	E54123	2308 1ST AVE SAFFORD
6182 BROWN, CHARLES	B1	H644	2248 S 1ST AVE
118591 VOCKE, PAMELA L	A1	H6319	2214 S 1ST AVE SAFFORD
118705 BERMUDEZ, BALTAZAR M	A1	E54144	2308 1ST AVE
121476 RIOS, ALEXIS E	A1	E54149	2308 1ST AVE SAFFORD
106728 CURTIS, GEORGE	A1	H1573	2332 1ST AVE SAFFORD
122729 WARNER, JEREMY L	A1	H1573	2332 1ST AVE SAFFORD
6186 TOLMAN, RONALD C	A1	SW032	2330 S FIRST AVE
102846 JONES, DAVID F	A1	E54134	2350 1ST AVE- SAFFORD
99867 JONES, DAVID F	A1	H1435	2350 1ST AVE SAFFORD
6185 BERMUDEZ, BALTAZAR M	A1	SW039	2284 S 1ST AVE SAFFORD
6192 RODELA, ROBERT B	A1	E54148	2300 S 1ST AVE SAFFORD
8194 JONES, NOLAN C	A1	E51360	2302 S 1ST AVE SAFFORD
9541 JONES, NOLAN C	A1	H607	2406 S 1ST AVE SAFFORD
117110 SCOTT, STACEY	A1	H549	2414 S 1ST AVE SAFFORD
119850 EVANS, SKYLER	A1	E54566	2414 1/2 S HWY 191
101593 ROYBAL, CARMEN	A1	H602	2394 S 1ST AVE SAFFORD
113912 BARTON, FRANKLIN L	A1	H648	2400 1ST AVE SAFFORD
121790 FARLEY, PATRICK	A1	H606	2420 HWY 191
6212 GARROBO, JOHNNY	A1	H2066	2422 S 1ST AVE SAFFORD
6214 ORTIZ, OTILA	A1	E51704	2452 S 1ST AVE SAFFORD
6215 PASLEY, WILLIAM S	A1	H645	2510 S 1ST AVE SAFFORD
122381 VAUDRIN, JEFFREY A	A1	E54384	2560 S US HWY 191
122744 TOON, SUZANNE	A1	E64394	2560 S US HWY 191
121868 GLENN, GARY OR DONNA	A1	H4483	2570 S 1ST AVE LANDLORD
119974 LAWS, RACHEL	A1	H825	2600 S 1ST AVE SAFFORD
122150 RALEY, DAN	A1	H4516	2620 S 1ST AVE
113942 BURGE, JONIE J	A1	H620	2654 S 1ST AVE HWY 191
118948 ALLRED, CHARLIE	A1	H1929	2720 N 1ST AVE SAFFORD

EXHIBIT "C"

118167 BARNES, JOMELYN-OR STEVEN	A1	H480	2724 1ST AVE SAFFORD
6253 ROBBS, RICK	A1	B736	2812 S 1ST AVE
112315 ROBBS, RICK	A1	H1581	2412 S 1ST AVE
6271 ADAMS, DEL SCOTT	A1	H705	2810 FIRST AVE
117852 BROWN JR, ANDREW F	A1	E302641	2788 FIRST AVE/SAFFORD
6273 CECIL'S GARAGE	B1	4WE333	2814 FIRST AVE
106479 ADAMS, ANGELA	A1	H704	2818 S 1ST AVE SAFFORD
103551 MOORE, HAROLD T	A1	H6013	2830 FIRST AVE
104032 MOORE, HAROLD T	A1	H5029	2826 FIRST AVE SAFFORD
6279 VILLALBA, ROSA	A1	H728	2884 FIRST AVE
119118 ORNELAS, GABE	A1	E54324	2880 1ST AVE SAFFORD
106314 VILLALBA, DAVID	A1	H2156	2884 1/2 S 1ST AVE SAFFORD
117081 ABSHIER, SHAWN R	A1	E52315	2850 FIRST AVE/SAFFORD
122576 HORNELAZ, ROCHELLE	A1	H1864	3004 1ST AVE #2 SWIDE
14124 HORNELAZ, RICK	B1	E51372	3004 1ST AVE
6289 HORNELAZ, RUDY C	A1	E301984	3002 S 1ST AVE
118268 KOUTS, JASON	A1	E54385	2950 INDUSTRIAL PARK LOOP
9726 MERINO, REYNALDO	A1	H683	178 NOR-JEAN WAY
118410 JACQUES, BILL	A1	H692	224 NOR-JEAN WAY
6260 HUNTINGTON, JOSEPH	A1	H3311	270 NOR JEAN WAY
110275 EDDY, CAROL	A1	H1094	316 E NORJEAN WAY
106244 EDDY, CAROL	A1	H728	316 E NORJEAN WAY
121306 STONE, TRIGIA	A1	H358	358 E NORJEAN WAY
110330 MARTIN, IRMA O	A1	H723	398 E NORJEAN WAY
110659 GEORGE, JUDITH	A1	H701	397 E NOR JEAN WAY
6254 DOBBS, CHARMAYNE	A1	E55525	357 NOR JEAN WAY
8258 PEREZ, JOE M	A1	H684	355 NORJEAN WAY
108838 KOWAL, ROBERT	A1	E51844	269 E NOR JEAN WAY SAFFORD
115372 FINNAN, TIMOTHY & BEVERLY	A1	H730	415 E NOR JEAN WAY SAFFORD
118736 HEWITT, ANN	A1	E53144	269 E NOR JEAN WAY
108059 RUIZ, TIM	A1	E54448	223 E NORJEAN WAY
110389 DERRICK, ROSALIE	A1	E52851	177 E NOR JEAN WAY
99421 OWENS, JIM	A1	E55202	131 EAST NOR-JEAN WAY LOT#15
118386 BLASIUS, HEIDI B	A1	E53906	166 E 27TH ST
118839 GARCIA, MICHAEL	A1	E94277	2690 S 27TH DRIVE #4
118551 COPELAND, JAMES	A1	E54804	2680 S 27TH PLACE COPELAND
118941 GROCE, ANTHONY J	A1	E51728	2670 S 27TH DR
119033 PEREZ, MELINDA	A1	LGE253	2660 S 27TH PLACE #4
108887 DARNELL, LINDA	A1	H707	268 E 27TH ST
6249 MONTIERTH, NEAL	A1	H720	2680 FIRST AVE
114536 SHUPE, STIRLING	A1	E51379	424 E 27TH STREET
6245 RUSSELL, DAN L	A1	H731	2651 FIRST AVE
6224 NEW TESTAMENT BAPTIST	B1	E301793	2501 S 1ST AVE SAFFORD
14533 NEW TESTAMENT BAPTIST	B1	H4816	A/C 2501 1ST AVE SAFFORD
6225 NEW TESTAMENT BAPTIST	A1	H5182	2501 S 1ST AVE SAFFORD
120320 NEW TESTAMENT BAPTIST	A1	E55364	2501 S 1ST AVE SAFFORD
6223 CLARIDGE, RICHARD M	A1	H1816	202 E 24TH PLACE
6220 LINDSEY, GREG R	A1	H971	2409 1ST AVE SAFFORD
117574 VARELA, NARCISO R	A1	H4638	314 E 24TH PL
117575 VARELA, NARCISO R	A1	H771	314 E 24TH PLACE

EXHIBIT "C"

104969	ANGLE, ELDON P	A1	E51073	317 E 24TH PLACE
106163	ANGLE, ELDON P	A1	E53526	2429 S 1ST AVE SHOP
102214	C J ANGLE CONSTRUCTION	A1	E52149	CHRIS ANGLE HOME-185 E 24TH PL
121906	RUSSELL, GINGER	A4	E51677	2290 TWILIGHT AVE
120967	AARON, CRANDALL	A4	E55000	2260 TWILIGHT AVE
122680	KLIPPSTEIN, SHAWN	A4	E55000	2260 TWILIGHT AVE
122320	LOZANO, ALEX C	A4	E55053	190 E OBSERVATORY LN
120360	BAYSINGER, ORRIN OR KRISTIE	A4	E54165	MONTANA VISTA #21
120829	WORLEY, MICHAEL	A4	E54470	MONTANA VISTA #20
119923	CITY OF SAFFORD	B4	E54550	MONTANA VISTA WATER RETENTION
121724	C J ANGLE CONSTRUCTION	A4	LG069	MONTANA VISTA #4
121568	C J ANGLE CONSTRUCTION	A4	E55069	MONTANA VISTA #3
122599	BELL, TAMMI	A4	E55069	255 OBSERVATORY STREET
120297	BAYSINGER, DAVID	A4	E54304	201 OBSERVATORY RD
120970	FELTON, TARSHER	A4	E54495	235 OBSERVATORY RD
99953	BROWN, WAYNE O	A1	H4708	2123 1ST AVE SAFFORD
107281	FRENCH, CLYDE R	A1	H647	2119 S 1ST AVE
112472	WOODMAN, CYNTHIA S	A1	E54576	1ST AVE IN SAFFORD
114301	SAKO, JERRY	A1	E55079	2115 S 100 E HWY 191
105890	TORRES, MILLIE G	A1	H951	2096 S 1ST AVE SAFFORD
105468	TORRES, MILLIE G	A1	E5176	2085 S 1ST AVE ON HWY 191
113401	RHEINFELDER, SHIRLEY	A1	E53752	2073 S 1ST AVE SAFFORD
113571	BRADFORD, EARLE	A1	E303049	2003 1ST AVE SAFFORD
122315	COLDWELL BANKER	A1	H1852	2005 1ST AVE SAFFORD
6306	BASS, JAMES E	A1	E5531	EAST ON JENSEN HILL
105478	EL PASO NATURAL GAS CO	B1	E53339	1ST AVE-RECTIFIER BY J BASS
11316	ARIZONA DEPT OF TRANSPORTATION	B1	CE4W251	EQUIPMENT SHOP - RPUAATF
115740	ARIZONA DEPT OF TRANSPORTATION	B1	H4475	ADOT YARD - RPUAORN
6334	ARIZONA DEPT OF TRANSPORTATION	B1	C192	MAINTENANCE YARD - RPUAESG
101853	SAFFORD UNIFIED SCHOOLS	B1	CE63W184	32ND STREET
105322	SAFFORD UNIFIED SCHOOLS	B1	CE63W129	32ND STREET - BY OTHER SERVICE
105363	OWENS, JIM	B1	E53921	OFF OF 32ND- NEW BUILDING
123757	KILLMER, ROBERT	A1	H526	1816 1ST AVE SAFFORD
123792	HINOJOS, RICHARD	A4	E51834	SUNRISE VILLAGE #442
123756	SCROGGINS, BEVERLY	A4	E53865	SUNRISE VILLAGE #448
4826	ISAACS, DONEILLEN	A1	H716	1272 E HOLLYWOOD RD
123514	DICKEY, KATHRYN & LAD	A1	E52879	1918 FIRST AVE SAFFORD
123589	GINGERICH, GARY	A1	E55079	2115 S 100 E HWY 191
123631	CAN, DONNA L	A4	E51143	SUNRISE VILLAGE #33
123563	MARBLE, DENITA	A4	E54857	1647 E COPPER CANYON DR #12
123526	RENCHER, ALLEN OR ROSEMARY	A4	E53779	170 W 20TH ST SAFFORD
123531	VILLALBA, FRANCINE	A4	H4538	SUNRISE VILLAGE #403
123548	NEWTON, KEVIN B	A4	H5071	SUNRISE VILLAGE #469
123527	CASHWELL II, WILLIAM J	A4	E55400	1684 E NELSON PLACE #54
123545	GARROBO, ROSEANN	A1	H1063	2416 WELKER LANE LANDLORD
123683	ARAGON, DOROTHY	A4	H1387	SUNRISE VILLAGE #240
123682	MERINO, REYNALDO	A1	E51016	113 W 20TH ST

EXHIBIT "C"

12322 CLARK, SANDRA	A4	H808	SUNRISE VILLAGE #37
12363 COBOS, ERNESTO	A1	E51994	204 E 19TH PLACE
12357 YOUNG, MINDY	A1	H485	2004 1ST AVE SAFFORD
12408 MEDINA, CONCHA	A4	H2158	SUNRISE VILLAGE #231
123611 STEPHENS, JESSICA	A4	H1935	SUNRISE VILLAGE #29
12414 CONWAY JR, JAMES A	A4	E54540	SUNRISE VILLAGE #361 RV
123412 RODRIGUEZ JR, CAMILO	A4	H686	SUNRISE VILLAGE #480
12416 RADLER, DAVID	A4	E52059	SUNRISE VILLAGE #152
123247 SILVA, SHARON	A4	E53384	SUNRISE VILLAGE #185
12358 HOLLAND, ROBERT	A4	E52845	SUNRISE VILLAGE #197
123087 FERTIG, KRISTI	A1	H1816	202 E 24TH PLACE
123079 US TRANSPORT INC	B4	H4891	870 E HWY 70-TRAILER SALES
123299 PREVATKE, LUIS R	A4	E53871	SUNRISE VILLAGE #47
123053 RAMIREZ, URICK T	A4	E50518	SUNRISE VILLAGE #445
123156 FLOWERS, JESSICA	A4	E52186	SUNRISE VILLAGE #346
123174 ARMILJO, JIMMY P	A4	E53869	SUNRISE VILLAGE #209
123205 ARMILJO, TONI	A4	H4936	SUNRISE VILLAGE #213
123446 WRAY, STEPHANIE	A4	E51253	SUNRISE VILLAGE #418
123101 NUNEZ, ERIKA	A4	H590	SUNRISE VILLAGE #402
122996 TAYLOR, JEDIKAH & MARIELE	A1	H704	2818 S 1ST AVE SAFFORD
123141 HOPSON, KERRI	A4	E55089	255 OBSERVATORY STREET
123800 GARCIA, TERESA	A4	H1478	SUNRISE VILLAGE #154
123117 PERRY, SEANNA	A4	E302139	SUNRISE VILLAGE #40
123358 WORRALL, CHERALEE	A4	LGE322	SUNRISE VILLAGE #26
123705 BERNAL, THOMAS A	A1	E54149	2308 1ST AVE SAFFORD TRAILER
123820 HCM, JEFF	A4	E54966	SUNRISE VILLAGE #159
123783 INGRAM, CHARLES R	A4	H4718	SUNRISE VILLAGE #23
122934 STREIGHT, CHERYL	A4	H1449	SUNRISE VILLAGE #180
123679 FUENTES, DAVID	A4	H1048	SUNRISE VILLAGE #468
122984 LEE, CAROL	A4	H1885	SUNRISE VILLAGE #352 RV
123306 CORNELIUS, VANESSA	A4	H788	SUNRISE VILLAGE #452
123653 MILES, DAVID	A1	E53086	1816 1ST AVE- APT IN BACK
122983 BENCOMO, RHONDA	A4	LGE239	SUNRISE VILLAGE #149
122997 CHITWOOD, TAMMIE	A4	E53269	SUNRISE VILLAGE #36
122091 LAMBDIN, MONTY	A4	E54423	SUNRISE VILLAGE #44
123057 DANIELS, TRISHA	A4	E54646	1395 S GRAHAM AVE #20
123897 C J ANGLE	A1	H700	200 E 20TH ST
122865 MORALES, DANIEL	A1	E54148	2300 S 1ST AVE SAFFORD
123433 RODGERS, CLINT	A1	H4508	2008 1ST AVE SAFFORD
123120 FROST, JOSEPH	A4	E53628	SUNRISE VILLAGE #261
122930 ORNDORFF, RON	A4	E55023	SUNRISE VILLAGE #349
122819 JOHNSON, RUTH ANN	A1	E53019	440 E 20TH STREET
123703 ECHARD JR, EDDIE	A1	H1573	2332 1ST AVE SAFFORD
122945 SMITH, GINNA	A1	H730	415 E NOR JEANWAY SAFFORD
123408 STORIE, DONALD	A4	E53998	SUNRISE VILLAGE #145
123115 RAMIREZ, KENNY	A4	H419	SUNRISE VILLAGE #410
117532 WALDEN, STARR	A4	E54755	SUNRISE VILLAGE #363
123237 WALDEN, STARR	A4	E52504	SUNRISE VILLAGE #362
123647 HILL, ANDREW	A4	H1918	SUNRISE VILLAGE #50

EXHIBIT "C"

**Additional Areas Graham Electric Cooperative, Inc. will serve
until January 1, 2016 pursuant to Sec. 7 of the
Territorial Settlement Agreement**

1. Service to all rental spaces, common elements and electric needs associated with Sunrise Village, a trailer park located at the intersection of US Hwy 70 and Little Hollywood Road.
2. Service to the 279 lots comprising the subdivision known as Copper Canyon, which is located in Section 16, Township 7 South, Range 26 East, G&SRM, Graham County, Arizona.
3. Service to the 52 lots comprising the subdivision known as Montana Vista Estates, which is located in Section 20, Township 7 South, Range 26 East, G&SRM, Graham County, Arizona.

10430-130278779