

**ORIGINAL**

**NEW APPLICATION**



0000122350

**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

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

**RECEIVED**

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ARIZONA CORP COMMISSION  
DOCKET CONTROL

WS-03478A-10-0523

IN THE MATTER OF THE APPLICATION OF  
FAR WEST WATER & SEWER, INC., TO  
EXTEND ITS CERTIFICATE OF  
CONVENIENCE AND NECESSITY FOR  
SEWER SERVICE

DOCKET NO. WS-03478A-10-  
**APPLICATION**

Under Ariz. Rev. Stat. § 40-281 and A.A.C. R14-2-602, Far West Water & Sewer, Inc., ("Far West"), submits this application to the Arizona Corporation Commission for an extension of its sewer Certificate of Convenience and Necessity ("CC&N") in Yuma County, so as to be able to provide sewer service to a commercial development known as Fortuna Commons. The Fortuna Commons development is within Far West's water CC&N and immediately adjacent to Far West's sewer CC&N.

Far West provides the following information in support of this application.

**I. EXHIBIT LIST**

- A. Certificate of Good Standing
- B. Articles of Incorporation
- C. Corporate By-Laws
- D. Legal Description
- E. Maps
- F. Sewer Facilities Line Extension Agreement
- G. Yuma County Franchise
- H. Aquifer Protection Permit

Arizona Corporation Commission  
**DOCKETED**

DEC 30 2010

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**II. COMPANY INFORMATION**

Far West is an Arizona "C" corporation engaged in the business of providing water and wastewater utility service to customers in Yuma County, Arizona under authority granted by the Commission.

**A. Mailing Address & Phone Number**

Far West Water & Sewer, Inc.  
13157 E. 44th St  
Yuma, AZ. 85367  
(928) 342-1238

**B. Management Contact**

Andrew Capestro  
Far West Water & Sewer, Inc.  
13157 E. 44th St  
Yuma, AZ. 85367  
(928) 759-7703

**C. Applicant's Attorney**

Craig A. Marks  
Craig A. Marks, PLC  
10645 N. Tatum Blvd., Suite 200-676  
Phoenix, AZ 85028  
(480) 367-1956  
[Craig.Marks@azbar.org](mailto:Craig.Marks@azbar.org)

**D. Certified Operator**

Isaac Yocupicio  
Treatment/Collections Supervisor  
Far West Water & Sewer, Inc.  
13157 E. 44th St  
Yuma, AZ. 85367  
(928) 342-1238

**E. On-Site Manager**

Andrew Capestro  
Far West Water & Sewer, Inc.  
13157 E. 44th St  
Yuma, AZ. 85367  
(928) 759-7703

**F. Corporate Officers**

Paula Capestro  
**President**  
Far West Water & Sewer, Inc.  
11744 S Ironwood Dr.  
Yuma, AZ 85367

Paula Capestro  
**Treasurer**  
Far West Water & Sewer, Inc.  
11744 S Ironwood Dr.  
Yuma, AZ 85367

Sandi Braden  
**Secretary**  
Far West Water & Sewer, Inc.  
11587 S Ironwood Dr.  
Yuma, AZ 85367

Sandi Braden  
**Vice President**  
Far West Water & Sewer, Inc.  
11587 S Ironwood Dr.  
Yuma, AZ 85367

**G. Corporate Directors**

Paula Capestro  
**Director**  
Far West Water & Sewer, Inc.  
11744 S Ironwood Dr.  
Yuma, AZ 85367

Sandi Braden  
**Director**  
Far West Water & Sewer, Inc.  
11587 S Ironwood Dr.  
Yuma, AZ 85367

**H. Certificate of Good Standing**

*Exhibit A* is a copy of a Far West's Certificate of Good Standing.

**I. Articles of Incorporation**

*Exhibit B* is a certified copy of Far West's Articles of Incorporation.

**J. Corporate By-Laws**

*Exhibit C* is a copy of Far West's By-Laws.

**K. Authorized Shares of Stock**

Far West is authorized to issue 100,000 shares of common stock.

**L. Issued Shares of Stock**

Far West issued 100,000 shares of common stock in 1997.

**M. Utility Ownerships**

Far West does not have ownership interests in any utilities.

**III. ADEQ COMPLIANCE REPORT**

On June 22, 2010, Far West notified the Commission that it had reached a settlement with the Arizona Department of Environmental Quality and the Arizona Attorney General's

Office to resolve litigation concerning alleged environmental violations. As part of the settlement, Far West executed a consent decree where it committed within 18 months to upgrade and expand its Del Oro, Section 14, and Seasons Wastewater Treatment Plants, as well as its Del Oro and Palm Shadows collection systems. It also allows Far West to consolidate its operations by closing its Villa del Rey and Villa Royal Wastewater Treatment Plants, directing their flow to the upgraded Del Oro plant, and closing the Palm Shadows Wastewater Treatment Plant, and directing its flow to the upgraded Section 14 Wastewater Treatment Plant. The new wastewater treatment plants will be state-of-the-art facilities that, through an ultra-filtration process, will transform wastewater to reclaimed water that is A+ in quality, a level which exceeds current state requirements. When completed, the new facilities will also eliminate odor issues that have been reported by some area residents who live adjacent to several of the older treatment facilities.

Far West is very close to completing Phase I of the Section 14 WWTP Expansion. This entails the use of Membrane Bio-Reactor) technology as an element of the treatment process, plus increasing plant capacity from 0.15 MGD to 0.8125 MGD by the addition of five membrane cassettes with a capacity of 0.1625 MGD each. Far West is also very close to completing construction of the collection system that is intended to transport influent from developments currently being served by the Palm Shadows WWTP, to the expanded Section 14 WWTP.

With the completion of Phase I of the Section 14 WWTP Expansion and the Palm Shadows collection system, Far West will have sufficient capacity to collect and treat effluent from the Fortuna Commons development.

#### **IV. FORTUNA COMMONS DEVELOPMENT**

##### **A. General Description**

Fortuna Commons will be a shopping center located on the South I-8 frontage road, just east of the South Fortuna Rd./I-8 interchange. The Anchor tenant is expected to be a Fry's Marketplace. Fortuna Commons will be located within Far West's existing water CC&N. Three of the five parcels that are part of Fortuna Commons are immediately adjacent to Far West's

existing sewer CC&N and could lawfully be served as a contiguous parcels, as authorized by R14-2-602(C).

The developers of Fortuna Commons are Fortuna Commons Investments, L.L.C., an Arizona Limited Liability Company, and Smith's Food & Drug Centers, Inc. an Ohio Corporation ("Developers").

**B. Legal Description**

*Exhibit D* is a copy of a legal description of the area to be added to the Far West sewer CC&N.

**C. Maps**

*Exhibit E* includes various maps of the area to be added to the Far West sewer CC&N.

- Page 1 is an area map.
- Page 2 is a detail from Far West's sewer CC&N map, which shows the area to be added.
- Page 3 is a detailed map of the five underlying parcels that make up Fortuna Commons.
- Page 4 shows the planned location of water and sewer facilities in the northern half of Fortuna Commons.
- Page 5 shows the planned location of water and sewer facilities in the southern half of Fortuna Commons.

**D. Local Information**

Fortuna Commons is located in Yuma County, approximately three miles east of the City of Yuma.

**V. UTILITY CONSTRUCTION**

Developers will construct, own, and operate all sewer facilities located within Fortuna Commons. As a result, Far West will not be constructing any new on-site facilities to serve Fortuna Commons. Following approval of this application, Fortuna Commons will contribute

\$106,498 to reimburse Far West for the cost of off-site facilities required to serve the development. The \$106,498 contribution was calculated as follows:<sup>1</sup>

Sewer Plant Additions	\$ 23,854,329
Plant Capacity (Gallons)	2,285,000
Cost per gallon	\$ 10.4395
Fortuna Commons daily flows (Gallons)	10,200
<b>Capacity Fee</b>	<b>\$ 106,483.22</b>

Developers expect to commence construction of their on-site sewer facilities in the first quarter of 2011 and complete them in the second quarter of 2011. Developers intend to connect with Far West's existing sewer main immediately after this application is approved.

Far West expects to complete the required off-site facilities in the first quarter of 2012.

**VI. UTILITY FINANCING**

There are no on-site facilities. Far West will finance Fortuna Common's share of off-site facilities as part of its overall financing of the Phase I construction required by the ADEQ Consent Decree.

**VII. FINANCIAL INFORMATION**

Far West's balance sheet and income statement are on file with the Commission as part of its Annual Report.

**VIII. REQUESTS FOR SERVICE**

Developers own all the parcels that make up Fortuna Commons. As evidence of Developers requests for service, Far West and Developers have executed a Sewer Facilities Line Extension Agreement, a copy of which is attached as *Exhibit F*.

**IX. NOTICES**

Because Fortuna Commons will be located outside the City of Yuma, no notices are required to the City. Because Developers own all the parcels that make up Fortuna Commons, and are parties to the Sewer Facilities Line Extension Agreement, they do not require additional notice of this Application.

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<sup>1</sup> Difference due to rounding.

**X. TARIFFS**

Far West's sewer tariffs are on file with the Arizona Corporation Commission.

**XI. PERMITS**

**A. Yuma County Franchise**

*Exhibit G* is a copy of Far West's current Yuma County franchise. Far West will be amending the franchise to include the extension area and will file it when it is available.

**B. Approval to Construct**

Developers expect to soon obtain the required Approval to Construct from Yuma County. Far West will file a copy of this as soon as it is available.

**C. Aquifer Protection Permit**

*Exhibit H* is a copy of Far West's current Aquifer Protection Permit for its Section 14 Wastewater Plant. Flows from the Fortuna Commons Development will be treated here.

**D. State and Federal Permits**

No State or Forest Service lands are included in the requested area.

**XII. REQUEST FOR APPROVAL**

As set forth in this application, Far West requests authority to extend its existing sewer certificate of convenience and necessity to provide to the area described on Exhibits D and E.

Respectfully submitted on December 30, 2010, by:

Craig A. Marks

Craig A. Marks  
Craig A. Marks, PLC  
10645 N. Tatum Blvd.  
Suite 200-676  
Phoenix, AZ 85028  
(480) 367-1956  
[Craig.Marks@azbar.org](mailto:Craig.Marks@azbar.org)  
Attorney for Far West Water & Sewer Company

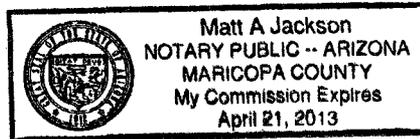
SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of December, 2010.

Matt A Jackson

NOTARY PUBLIC

My Commission Expires 4-21-2013

**Original** and 13 copies filed  
on December 30, 2010, with:



Docket Control  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

By: Craig A. Marks  
Craig A. Marks

# **Exhibit A - Certificate of Good Standing**

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
**CERTIFICATE OF GOOD STANDING**

*To all to whom these presents shall come, greeting:*

*I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that*

**\*\*\*FAR WEST WATER & SEWER, INC.\*\*\***

*a domestic corporation organized under the laws of the State of Arizona, did incorporate on October 9, 1997.*

*I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.*

*This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.*

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 19th Day of December, 2010, A. D.**





Executive Director

By: \_\_\_\_\_ 551832

## **Exhibit B - Articles of Incorporation**

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

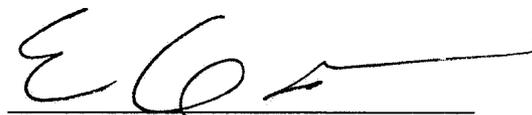
**ARTICLES OF INCORPORATION, 10/09/1997**

consisting of 6 pages, is a true and complete copy of the original of said document on file with this office for:

**FAR WEST WATER & SEWER, INC.**  
ACC file number: -0822286-6

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date:  
December 28, 2010.



  
Executive Director

By: 

**ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION**

Phoenix Address: 1200 West Washington  
Phoenix, Arizona 85007

Tucson Address: 402 West Congress  
Tucson, Arizona 85701

CERTIFICATE OF DISCLOSURE

A.R.S. Sections 10-12B & 10-1084

PLEASE SEE REVERSE SIDE

FAR WEST WATER & SEWER, INC.

EXACT CORPORATE NAME

CHECK APPROPRIATE BOXES) A or B  
ANSWER "C"

**THE UNDERSIGNED CERTIFY THAT:**

- A. No persons serving either by elections or appointment as officers, directors, incorporators and persons controlling, or holding more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:**
1. Have been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
  2. Have been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraining the trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate.
  3. Have been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate where such injunction, judgment, decree or permanent order:
    - (a) involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
    - (b) involved the violation of the consumer fraud laws of that jurisdiction; or
    - (c) involved the violation of the antitrust or restraint of trade laws of that jurisdiction.

- B. For any person or persons who have been or are subject to one or more of the statements in Items A.1 through A.3 above, the following information MUST be attached:**

- |                                                             |                                                                                                                                                                |
|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Full name and prior name(s) used.                        | 6. Social Security number.                                                                                                                                     |
| 2. Full birth name.                                         | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case. |
| 3. Present home address.                                    |                                                                                                                                                                |
| 4. Prior addresses (for immediate preceding 7-year period). |                                                                                                                                                                |
| 5. Date and location of birth.                              |                                                                                                                                                                |

STATEMENT OF BANKRUPTCY, RECEIVERSHIP OR REVOCATION

A.R.S. Sections 10-12B.01 and 10-1083

- C. Has any person serving (a) either by election or appointment as an officer, director, trustee or incorporator of the corporation or, (b) major stockholder possessing or controlling any proprietary, beneficial or membership interest in the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked? YES \_\_\_\_\_ NO X**

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION

- |                                                                    |                                                                                                                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name and address of the corporation.                            | 4. Dates of corporate operation.                                                                                                                               |
| 2. Full name, including alias and address of each person involved. | 5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency involved and the file or cause number of the case. |
| 3. State(s) in which the corporation:                              |                                                                                                                                                                |
| (a) Was incorporated.                                              |                                                                                                                                                                |
| (b) Has transacted business.                                       |                                                                                                                                                                |

G.J.  
OCT 10 1997

Under penalties of law, the undersigned incorporators/Officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete.

BY Henry Schechert DATE 11/6-97  
TITLE Incorporator & Director

BY Sandra Garcia DATE 10-2-97  
TITLE Treasurer & Director

BY Paula Capestro DATE 10/2/97  
TITLE Secretary & Director

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

FISCAL DATE: \_\_\_\_\_

AZ CORP COMMISSION  
OF THE STATE OF AZ

Oct 9 3 15 PM '97

APPR. *Shelley Colbert*  
DATE APRR 11-7-97 FILED  
TERM \_\_\_\_\_  
DATE \_\_\_\_\_

ARTICLES OF INCORPORATION  
OF

FAR WEST WATER & SEWER, INC.

-0822286-6

KNOW ALL MEN BY THESE PRESENTS:

THAT, We, the undersigned, do hereby associate ourselves together for the purpose of forming a corporation under the laws of the State of Arizona, and do hereby adopt the following Articles of Incorporation.

ARTICLE I - CORPORATE NAME

The name of the corporation is FAR WEST WATER & SEWER, INC. *ad*

ARTICLE II - CORPORATE PURPOSE

The purpose for which this corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona as they may be amended from time to time.

ARTICLE III - INITIAL BUSINESS

The corporation initially intends to conduct the business of operation of a domestic water and sewer company and all matters related thereto.

ARTICLE IV - AUTHORIZED CAPITAL

The corporation shall have authority to issue 100,000 shares of common stock with a par value of \$10.00 Dollars per share.

ARTICLE V - PREEMPTIVE RIGHTS

The holders from time to time of the common stock of the corporation shall have preemptive rights as to the stock then or

thereafter authorized to be issued, including treasury stock. No resolution of the Board of Directors authorizing the issuance of stock to which preemptive rights shall attach may require such rights to be exercised within less than 60 days.

ARTICLE VI - STATUTORY AGENT

The name and address of the initial statutory agent of the corporation is Stephen P. Shadle, 2260 S. Fourth Ave., Suite 2000, Yuma, Arizona 85364.

ARTICLE VII - KNOWN PLACE OF BUSINESS

The known place of business for the corporation shall be 12486 S. Foothills Blvd., Yuma, Arizona 85367.

ARTICLE VIII - BOARD OF DIRECTORS, INCORPORATORS & OFFICERS

The incorporators shall be as follows:

HENRY SCHECHERT  
12486 S. Foothills Blvd.  
Yuma, AZ 85367

PAULA CAPESTRO  
P.O. Box 22252  
Carmel, CA 93922

SANDRA GARCIA  
P.O. Box 65  
Terrebonne, OR 97760

The incorporators and initial Board of Directors shall consist of two (3) persons. The persons who are to serve as directors and officers until the first annual meeting of the shareholders, or until their successors are elected and qualified, are:

HENRY SCHECHERT	Chairman & Director
BRENT WEIDMAN	President
LYNN WAGNER	Secretary/Treasurer
PAULA CAPESTRO	Director
SANDRA GARCIA	Director

The number of persons to serve on the Board of Directors after the first annual meeting of shareholders shall be fixed by the Bylaws.

ARTICLE IX - INDEMNIFICATION OF OFFICERS, DIRECTORS,  
EMPLOYEES AND AGENTS

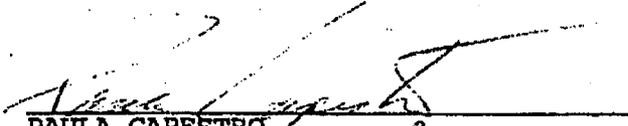
The corporation shall indemnify any person who incurs expenses by reason of the fact that he or she is or was an officer, director, employee or agent of the corporation. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

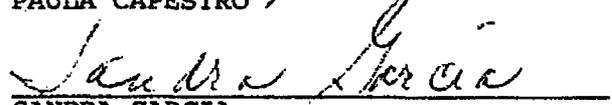
ARTICLE X- REPURCHASE OF SHARES

The Board of Directors of the corporation may, from time to time, cause the corporation to purchase its own shares to the extent of the unreserved and unrestricted earned and capital surplus of the corporation.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 6<sup>th</sup> day of October, 1997.

  
HENRY SCHECHERT

  
PAULA CAPESTRO

  
SANDRA GARCIA

STATE OF ARIZONA )  
 ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me this 6  
day of Oct, 1997, by HENRY SCHECHERT.

Brent H. Weidner  
Notary Public

My Commission Expires:

3/22/99

STATE OF CALIFORNIA Arizona  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 2nd  
day of October, 1997, PAULA CAPESTRO.

Tina Dela Rosa  
Notary Public

My Commission Expires:

4/1/2001



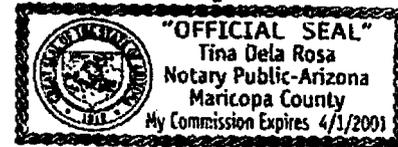
STATE OF OREGON Arizona  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 2nd  
day of October, 1997, SANDRA GARCIA.

Tina Dela Rosa  
Notary Public

My Commission Expires:

4/1/2001



**CONSENT TO ACT AS STATUTORY AGENT**

**FOR FAR WEST WATER & SEWER, INC.**

I, STEPHEN P. SHADLE, hereby consent to act as Statutory Agent for FAR WEST WATER & SEWER, INC.. My office address and telephone number is 2260 S. 4th Avenue, Yuma, Arizona 85364-(520) 783-8321.

DATED this 6th day of October, 1997.

  
\_\_\_\_\_  
Stephen P. Shadle

## **Exhibit C – Corporate By-Laws**

BYLAWS  
OF  
FAR WEST WATER & SEWER, INC.

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ARTICLE I  
OFFICES

1. PRINCIPAL OFFICE. In addition to its known place of business, which shall be the office of its statutory agent, the corporation shall maintain a principal office in Yuma County, Arizona.

2. OTHER OFFICES. The corporation may also maintain offices at such other place or places, either within or without the State of Arizona, as may be designated from time to time by the board of directors, and the business of the corporation may be transacted at such other offices with the same effect as that conducted at the principal office.

ARTICLE II  
SHAREHOLDERS

1. SHAREHOLDERS' MEETINGS. All meetings of shareholders shall be held at such place as may be fixed from time to time by the board of directors, or in the absence of direction by the board of directors, by the president or secretary of the corporation, either within or without the State of Arizona, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2. ANNUAL MEETINGS. Annual meetings of shareholders shall be held on the second Monday in December of each year, if not a legal

holiday, and if a legal holiday, then on the next secular day following, or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At the annual meeting, shareholders shall elect a board of directors and transact such other business as may properly be brought before the meeting.

3. NOTICE OF ANNUAL MEETING. Written notice of the annual meeting stating the place, date, and hour of the meeting shall be given to each shareholder of record entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. Shareholders entitled to vote at the meeting shall be determined as of four (4) o'clock in the afternoon on the day before notice of the meeting is sent.

4. LIST OF STOCKHOLDERS. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of shareholders, a complete list of the shareholders, entitled to vote at the meeting, arranged in alphabetical order, and showing the address and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the

meeting during the whole time thereof, and may be inspected by any shareholder present.

5. SPECIAL MEETINGS OF SHAREHOLDERS. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of shareholders owning a majority in amount of the entire capital stock of the corporation issued, outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

6. NOTICE OF SPECIAL MEETINGS. Written notice of a special meeting stating the place, date, and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting to each shareholder of record entitled to vote at such meeting. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice. Shareholders entitled to vote at the meeting shall be determined as of four (4) o'clock in the afternoon on the day before notice of the meeting is sent.

7. QUORUM AND ADJOURNMENT. The holders of a majority of the shares issued, outstanding, and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or

by the article or represented at any meeting of the shareholders, the shareholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting to another time or place, without notice other than announcement at the meeting at which adjournment is taken, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

8. MAJORITY REQUIRED. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power present, whether in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes or of the articles of incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

9. VOTING. At every meeting of the shareholders, each shareholder shall be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such shareholder, but no proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer

period.

10. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all of the outstanding shares entitled to vote with respect to the subject matter of the action.

11. WAIVER OF NOTICE. Attendance of a shareholder at a meeting shall constitute waiver of notice of such meeting, except when such attendance at the meeting is for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any shareholder may waive notice of any annual or special meeting of shareholders by executing a written notice of waiver either before or after the time of the meeting.

12. STOCK TRANSFER RESTRICTION. No holder of common stock shall have the right or power to transfer, pledge, sell, or otherwise dispose of any of the shares of the common stock of the corporation, and unless such transfer be accomplished by right of inheritance or by operation of law, no transfer, pledge, sale, or other disposition thereof shall be valid and effective until the shares of common stock proposed to be transferred are first offered for sale to the other holders of common stock of the corporation ratably in accordance with their common stock holdings for the price at which and under the terms on which such shares are proposed to be sold as evidenced by a bona fide offer to purchase.

Such offer to the other holders of common stock of the corporation shall be made in writing, signed by such shareholder, and sent by certified or registered mail, return receipt requested, to the secretary of the corporation at its principal place of business, and such offer shall remain open for acceptance by the other shareholders of the corporation for a period of sixty (60) days from the date of mailing such offer. Immediately upon receipt of such offer, the secretary of the corporation shall forward copies thereof by certified or registered mail, return receipt requested, to each holder of common stock of record along with notification of the date such offer was mailed to the corporation. On or before the thirty-fourth (34th) day following the date such offer was mailed to the corporation, each holder of common stock who elects to accept any part or all of his pro rata share of such offer shall so advise the secretary of the corporation by certified or registered mail, return receipt requested, and deposit with him anything necessary to effectuate such acceptance under the terms of the offer. On the thirty-fifth (35th) day following the day such offer was mailed to the corporation, the secretary of the corporation shall by certified or registered mail, return receipt requested, forward all such acceptances and deposits received by him to the selling shareholder and shall by certified or registered mail, return receipt requested, advise each holder of common stock as to the portion of the offer, in terms of number of shares, which has not been accepted by shareholders. On or before the sixtieth (60th) day following the date the offer was mailed to the

corporation, any holder of common stock on a first-come-first-serve basis may accept any unaccepted portion of the offer by advising the selling shareholder by certified or registered mail, return receipt requested, of the amount so accepted and delivering to him anything necessary to effectuate such acceptance under the terms of the offer. A reference to this section of these bylaws and the effect of the provisions contained herein shall be printed upon each certificate for common stock issued by the corporation and these provisions shall thereupon be a part thereof and binding upon each and every owner thereof regardless of how such common stock may be acquired. These provisions shall be binding also upon any personal representative or other legal representative of any holder of common stock in case of the transfer, pledge, or sale of any shares of common stock by any of these persons.

### ARTICLE III

#### DIRECTORS

1. NUMBER. The number of directors which shall constitute the whole board shall be not fewer than three (3) persons nor more than five (5) persons. The directors shall be elected at the annual meeting of the shareholders, except as provided in Section 2 of this article, and each director elected shall hold office until his or her successor is elected and qualifies. Directors need not be shareholders.

2. VACANCIES. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by the affirmative vote of a majority of the

remaining directors then in office, though not less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

3. POWERS. The business and affairs of the corporation shall be managed by its board of directors, which may exercise all such powers of the corporation and do all such lawful acts as are not by statute, the articles of incorporation, or these bylaws directed or required to be exercised or done by the shareholders.

4. PLACE OF MEETINGS. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Arizona.

5. ANNUAL MEETINGS. The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of shareholders and in the same place as the annual meeting of shareholders, and no notice to the newly elected directors of such meeting shall be necessary in order legally to hold the meeting, providing a quorum shall be present. In the event such meeting is not held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver by all of the directors.

6. REGULAR MEETINGS. Regular meetings of the board of directors may be held without notice at such time and at such place

as shall from time to time be determined by the board.

7. SPECIAL MEETINGS. Special meetings of the board may be called by the president or the secretary on one (1) day's notice to each director, either personally, by mail, by telegram, or by telephone; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors.

8. QUORUM. A majority of the membership of the board of directors shall constitute a quorum and the concurrence of a majority of those present shall be sufficient to conduct the business of the board, except as may be otherwise specifically provided by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors then present may adjourn the meeting to another time or place, without notice other than announcement at the meeting, until a quorum shall be present.

9. ACTION WITHOUT MEETING. Unless otherwise restricted by the articles of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

10. COMPENSATION. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board

of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. The amount or rate of such compensation of members of the board of directors or of committees shall be established by the board of directors and shall be set forth in the minutes of the board.

11. WAIVER OF NOTICE. Attendance of a director at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any director may waive notice of any annual, regular, or special meeting of directors by executing a written notice of waiver either before or after the time of the meeting.

#### ARTICLE IV

##### OFFICERS

1. DESIGNATION OF TITLES. The officers of the corporation shall be chosen by the board of directors and shall consist of a president, a vice president, a secretary and a treasurer. The board of directors may also choose a chairman of the board, additional vice presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices, except the offices of president and secretary, may be held by the same person, unless the articles of incorporation or these bylaws otherwise provide.

2. APPOINTMENT OF OFFICERS. A board of directors at its first meeting after each annual meeting of shareholders shall choose a president, one or more vice presidents, a secretary, and a treasurer, and may choose a chairman of the board, each of whom shall serve at the pleasure of the board of directors. The board of directors at any time may appoint such other officers and agents as it shall deem necessary to hold offices at the pleasure of the board of directors and to exercise such powers and perform such duties as shall be determined from time to time by the board.

3. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors, and no officer shall be prevented from receiving such salary by reason of the act that he is also a director of the corporation. The salaries of the officers or the rate by which salaries are fixed shall be set forth in the minutes of the meetings of the board of directors.

4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors at any time.

5. CHAIRMAN OF THE BOARD. The chairman of the board, if one shall have been appointed and be serving, shall preside at all meetings of the board of directors and shall perform such other duties as from time to time may be assigned to him or her.

6. PRESIDENT. The president shall preside at all meetings of shareholders, and if a chairman of the board shall not have been appointed or, having been appointed, shall not be serving or be absent, the president shall preside at all meetings of the board of

directors. He or she shall sign all deeds and conveyances, all contracts and agreements, and all other instruments requiring execution on behalf of the corporation, and shall act as operating and directing head of the corporation, subject to policies established by the board of directors.

7. VICE PRESIDENTS. There shall be as many vice presidents as shall be determined by the board of directors from time to time, and they shall perform such duties as from time to time may be assigned to them. Any one of the vice presidents, as authorized by the board, shall have all the powers and perform all the duties of the president in case of the temporary absence of the president or in case of his or her temporary inability to act. In case of the permanent absence or inability of the president to act, the office shall be declared vacant by the board of directors and a successor chosen by the board.

8. SECRETARY. The secretary shall see that the minutes of all meetings of shareholders, of the board of directors, and of any standing committees are kept. He or she shall be the custodian of the corporate seal and shall affix it to all proper instruments when deemed advisable by him or her. He or she shall give or cause to be given required notices of all meetings of the shareholders and of the board of directors. He or she shall have charge of all the books and records of the corporation except the books of account, and in general shall perform all the duties incident to the office of secretary of a corporation and such other duties as may be assigned to him or her.

9. TREASURER. The treasurer shall have general custody of all the funds and securities of the corporation except such as may be required by law to be deposited with any state official. He or she shall see to the deposit of the funds of the corporation in such bank or banks as the board of directors may designate. Regular books of account shall be kept under his or her direction and supervision, and he or she shall render financial statements to the president, directors, and shareholders at proper times. The treasurer shall have charge of the preparation and filing of such reports, financial statements, and returns as may be required by law. He or she shall give to the corporation such fidelity bond as may be required, and the premium therefor shall be paid by the corporation as an operating expense.

10. ASSISTANT SECRETARIES. There may be such number of assistant secretaries as from time to time the board of directors may fix, and such persons shall perform such functions as from time to time may be assigned to them. No assistant secretary shall have power or authority to collect, account for, or pay over any tax imposed by any federal, state, or city government.

11. ASSISTANT TREASURERS. There may be such number of assistant treasurers as from time to time the board of directors may fix, and such persons shall perform such functions as from time to time may be assigned to them. No assistant treasurer shall have the power or authority to collect, account for, or pay over any tax imposed by any federal, state, or city government.

ARTICLE V

CONTRACTS, LOANS, CHECKS, DEPOSITS, AND FISCAL YEAR

1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

3. CHECKS AND DRAFTS. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the board of directors may select.

5. FISCAL YEAR. The fiscal year of the corporation shall commence on January 1 and end on December 31 of each year.

ARTICLE VI

REPEAL, ALTERATION OR AMENDMENT

These bylaws may be repealed, altered, or amended, or sub-

stitute bylaws may be adopted at any time only by a majority of the board of directors.

  
Brent Weidman, President

ATTEST:

  
Lynn Wagner, Secretary

## **Exhibit D – Legal Description**

**LEGAL DESCRIPTION  
PARCEL 1**

That portion of the Northwest quarter of Section 8, Township 9 South, Range 21 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 8;

Thence South  $00^{\circ}01'55''$  East along the West line of said Section 8 a distance of 1320.09 feet to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence North  $89^{\circ}59'18''$  East along the South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 50.00 feet to a point on the East Right-of-Way line of Fortuna Road and the TRUE POINT OF BEGINNING;

Thence North  $00^{\circ}01'55''$  West along said East Right-of-Way line of Fortuna Road parallel with and 50.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 60.00 feet;

Thence North  $89^{\circ}59'18''$  East parallel with and 60.00 feet northerly of said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 537.00 feet;

Thence North  $00^{\circ}01'55''$  West parallel with and 587.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 815.88 feet to a point on the South Right-of-Way line of South Frontage Road;

Thence North  $44^{\circ}59'30''$  East along said South Right-of-Way line of South Frontage Road a distance of 53.77 feet to the beginning of a curve, concave southeasterly having a radial bearing of North  $45^{\circ}00'30''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $08^{\circ}27'38''$  an arc distance of 134.66 feet;

Thence South  $36^{\circ}32'51''$  East a distance of 12.64 feet to the beginning of a curve concave southwesterly having a radial bearing of North  $53^{\circ}27'09''$  East;

Thence southeasterly along said curve, concave southwesterly of radius 100.00 feet through a central angle of  $36^{\circ}31'59''$  an arc distance of 63.76 feet;

Thence South  $00^{\circ}00'52''$  East a distance of 280.10 feet;

Thence North 89°59'08" East a distance of 186.00 feet;

Thence South 00°00'52" East a distance of 6.67 feet;

Thence North 89°59'08" East a distance of 135.71 feet;

Thence North 00°00'52" West a distance of 32.00 feet;

Thence North 89°59'08" East a distance of 243.50 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 8;

Thence South 00°00'52" East along the East line of the Northwest quarter of the Northwest quarter of said Section 8 distance of 677.33 feet to the southeast corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence South 89°59'18" West along said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 1269.05 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 12.9556 acres, more or less.

**LEGAL DESCRIPTION  
PARCEL 2**

That portion of the Northwest quarter of Section 8, Township 9 South, Range 21 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 8;

Thence South  $00^{\circ}01'55''$  East along the West line of said Section 8 a distance of 1320.09 feet to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence North  $89^{\circ}59'18''$  East along the South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 50.00 feet to a point on the East Right-of-Way line of Fortuna Road;

Thence North  $00^{\circ}01'55''$  West along said East Right-of-Way line of Fortuna Road parallel with and 50.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 60.00 feet;

Thence North  $89^{\circ}59'18''$  East parallel with and 60.00 feet northerly of said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 537.00 feet;

Thence North  $00^{\circ}01'55''$  West parallel with and 587.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 815.88 feet to a point on the South Right-of-Way line of South Frontage Road;

Thence North  $44^{\circ}59'30''$  East along said South Right-of-Way line of South Frontage Road a distance of 53.77 feet to the beginning of a curve, concave southeasterly having a radial bearing of North  $45^{\circ}00'30''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $08^{\circ}27'38''$  an arc distance of 134.66 feet;

Thence South  $36^{\circ}32'51''$  East a distance of 12.64 feet to the beginning of a curve concave southwesterly having a radial bearing of North  $53^{\circ}27'09''$  East;

Thence southeasterly along said curve, concave southwesterly of radius 100.00 feet through a central angle of  $36^{\circ}31'59''$  an arc distance of 63.76 feet;

Thence South  $00^{\circ}00'52''$  East a distance of 120.10 feet to the TRUE POINT OF BEGINNING;

Thence North 89°59'08" East a distance of 82.12 feet;  
Thence North 00°00'52" West a distance of 32.00 feet;  
Thence North 89°59'08" East a distance of 104.00 feet;  
Thence North 00°00'52" West a distance of 59.20 feet;  
Thence North 89°59'08" East a distance of 139.33 feet;  
Thence North 00°00'52" West a distance of 105.00 feet;  
Thence North 89°59'08" East a distance of 32.00 feet;  
Thence South 00°00'52" East a distance of 9.00 feet;  
Thence North 89°59'08" East a distance of 32.00 feet;  
Thence South 00°00'52" East a distance of 32.00 feet;  
Thence North 89°59'08" East a distance of 175.76 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 8;  
Thence South 00°00'52" East along the East line of the Northwest quarter of the Northwest quarter of said Section 8 distance of 289.86 feet;  
Thence South 89°59'08" West a distance of 243.50 feet;  
Thence South 00°00'52" East a distance of 32.00 feet;  
Thence South 89°59'08" West a distance of 135.71 feet;  
Thence North 00°00'52" West a distance of 6.67 feet;  
Thence South 89°59'08" West a distance of 186.00 feet;  
Thence North 00°00'52" West a distance of 160.00 feet to the TRUE POINT OF BEGINNING;

Said parcel contains 3.2312 acres, more or less.

**LEGAL DESCRIPTION  
PARCEL 3**

That portion of the Northwest quarter of Section 8, Township 9 South, Range 21 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 8;

Thence South  $00^{\circ}01'55''$  East along the West line of said Section 8 a distance of 1320.09 feet to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence North  $89^{\circ}59'18''$  East along the South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 50.00 feet to a point on the East Right-of-Way line of Fortuna Road;

Thence North  $00^{\circ}01'55''$  West along said East Right-of-Way line of Fortuna Road parallel with and 50.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 60.00 feet;

Thence North  $89^{\circ}59'18''$  East parallel with and 60.00 feet northerly of said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 537.00 feet;

Thence North  $00^{\circ}01'55''$  West parallel with and 587.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 815.88 feet to a point on the South Right-of-Way line of South Frontage Road;

Thence North  $44^{\circ}59'30''$  East along said South Right-of-Way line of South Frontage Road a distance of 53.77 feet to the beginning of a curve, concave southeasterly having a radial bearing of North  $45^{\circ}00'30''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $08^{\circ}27'38''$  an arc distance of 134.66 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said South Right-of-Way line of South Frontage Road and said curve, concave southeasterly having a radial bearing of North  $36^{\circ}32'51''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $14^{\circ}18'26''$  an arc distance of 227.72 feet;

Thence South  $23^{\circ}10'15''$  East a distance of 21.70 feet to the beginning of a curve concave southeasterly having a radial bearing of North  $66^{\circ}49'45''$  East;

Thence southeasterly along said curve, concave southwesterly of radius 85.00 feet through a central angle of  $23^{\circ}09'23''$  an arc distance of 34.35 feet;

Thence South  $00^{\circ}00'52''$  East a distance of 215.83 feet;

Thence South  $89^{\circ}59'08''$  West a distance of 104.00 feet;

Thence South  $00^{\circ}00'52''$  East a distance of 32.00 feet;

Thence South  $89^{\circ}59'08''$  West a distance of 82.12 feet;

Thence North  $00^{\circ}00'52''$  West a distance of 120.10 feet to the beginning of a curve concave southwesterly having a radial bearing of North  $89^{\circ}59'08''$  East;

Thence northwesterly along said curve, concave southwesterly of radius 100.00 feet through a central angle of  $36^{\circ}31'59''$  an arc distance of 63.76 feet;

Thence North  $36^{\circ}32'51''$  West a distance of 12.64 feet to a point on the South Right-of-Way line of South Frontage Road and the TRUE POINT OF BEGINNING;

Said parcel contains 1.0589 acres, more or less.

**LEGAL DESCRIPTION  
PARCEL 4**

That portion of the Northwest quarter of Section 8, Township 9 South, Range 21 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 8;

Thence South  $00^{\circ}01'55''$  East along the West line of said Section 8 a distance of 1320.09 feet to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence North  $89^{\circ}59'18''$  East along the South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 50.00 feet to a point on the East Right-of-Way line of Fortuna Road;

Thence North  $00^{\circ}01'55''$  West along said East Right-of-Way line of Fortuna Road parallel with and 50.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 60.00 feet;

Thence North  $89^{\circ}59'18''$  East parallel with and 60.00 feet northerly of said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 537.00 feet;

Thence North  $00^{\circ}01'55''$  West parallel with and 587.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 815.88 feet to a point on the South Right-of-Way line of South Frontage Road;

Thence North  $44^{\circ}59'30''$  East along said South Right-of-Way line of South Frontage Road a distance of 53.77 feet to the beginning of a curve, concave southeasterly having a radial bearing of North  $45^{\circ}00'30''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $22^{\circ}46'04''$  an arc distance of 362.38 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said South Right-of-Way line of South Frontage Road and said curve, concave southeasterly having a radial bearing of North  $22^{\circ}14'26''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $10^{\circ}41'45''$  an arc distance of 170.24 feet;

Thence South 06°39'25" East a distance of 58.60 feet;

Thence South 27°31'41" East a distance of 37.38 feet;

Thence South 00°00'52" East a distance of 63.00 feet;

Thence South 89°59'08" West a distance of 32.00 feet;

Thence South 00°00'52" East a distance of 105.00 feet;

Thence South 89°59'08" West a distance of 139.33 feet;

Thence North 00°00'52" East a distance of 156.63 feet to the beginning of a curve concave southwesterly having a radial bearing of North 89°59'08" East;

Thence northwesterly along said curve, concave southwesterly of radius 85.00 feet through a central angle of 23°09'23" an arc distance of 34.35 feet;

Thence North 23°10'15" West a distance of 21.70 feet to a point on the South Right-of-Way line of South Frontage Road and the TRUE POINT OF BEGINNING;

Said parcel contains 0.8513 acres, more or less.

**LEGAL DESCRIPTION  
PARCEL 5**

That portion of the Northwest quarter of Section 8, Township 9 South, Range 21 West of the Gila and Salt River Base and Meridian, Yuma County, Arizona, more particularly described as follows:

Beginning at the northwest corner of said Section 8;

Thence South  $00^{\circ}01'55''$  East along the West line of said Section 8 a distance of 1320.09 feet to the southwest corner of the Northwest quarter of the Northwest quarter of said Section 8;

Thence North  $89^{\circ}59'18''$  East along the South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 50.00 feet to a point on the East Right-of-Way line of Fortuna Road;

Thence North  $00^{\circ}01'55''$  West along said East Right-of-Way line of Fortuna Road parallel with and 50.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 60.00 feet;

Thence North  $89^{\circ}59'18''$  East parallel with and 60.00 feet northerly of said South line of the Northwest quarter of the Northwest quarter of said Section 8 a distance of 537.00 feet;

Thence North  $00^{\circ}01'55''$  West parallel with and 587.00 feet easterly of the West line of the Northwest quarter of said Section 8 a distance of 815.88 feet to a point on the South Right-of-Way line of South Frontage Road;

Thence North  $44^{\circ}59'30''$  East along said South Right-of-Way line of South Frontage Road a distance of 53.77 feet to the beginning of a curve, concave southeasterly having a radial bearing of North  $45^{\circ}00'30''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $33^{\circ}27'49''$  an arc distance of 532.62 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said South Right-of-Way line of South Frontage Road and said curve, concave southeasterly having a radial bearing of North  $11^{\circ}32'41''$  West;

Thence northeasterly along said curve, concave southeasterly, of radius 911.93 feet through a central angle of  $10^{\circ}22'57''$  an arc distance of 165.25 feet;

Thence North  $88^{\circ}50'16''$  East a distance of 67.80 feet to a point on the East line of the Northwest quarter of the Northwest quarter of said Section 8;

Thence South  $00^{\circ}00'52''$  East along the East line of the Northwest quarter of the Northwest quarter of said Section 8 distance of 214.94 feet;

Thence South  $89^{\circ}59'08''$  West a distance of 175.76 feet;

Thence North  $00^{\circ}00'52''$  West a distance of 32.00 feet;

Thence South  $89^{\circ}59'08''$  West a distance of 32.00 feet;

Thence North  $00^{\circ}00'52''$  West a distance of 72.00 feet;

Thence North  $27^{\circ}31'41''$  West a distance of 37.38 feet;

Thence North  $06^{\circ}39'25''$  West a distance of 58.60 feet to a point on the South Right-of-Way line of South Frontage Road and the TRUE POINT OF BEGINNING;

Said parcel contains 1.0156 acres, more or less.

## **Exhibit E – Maps**

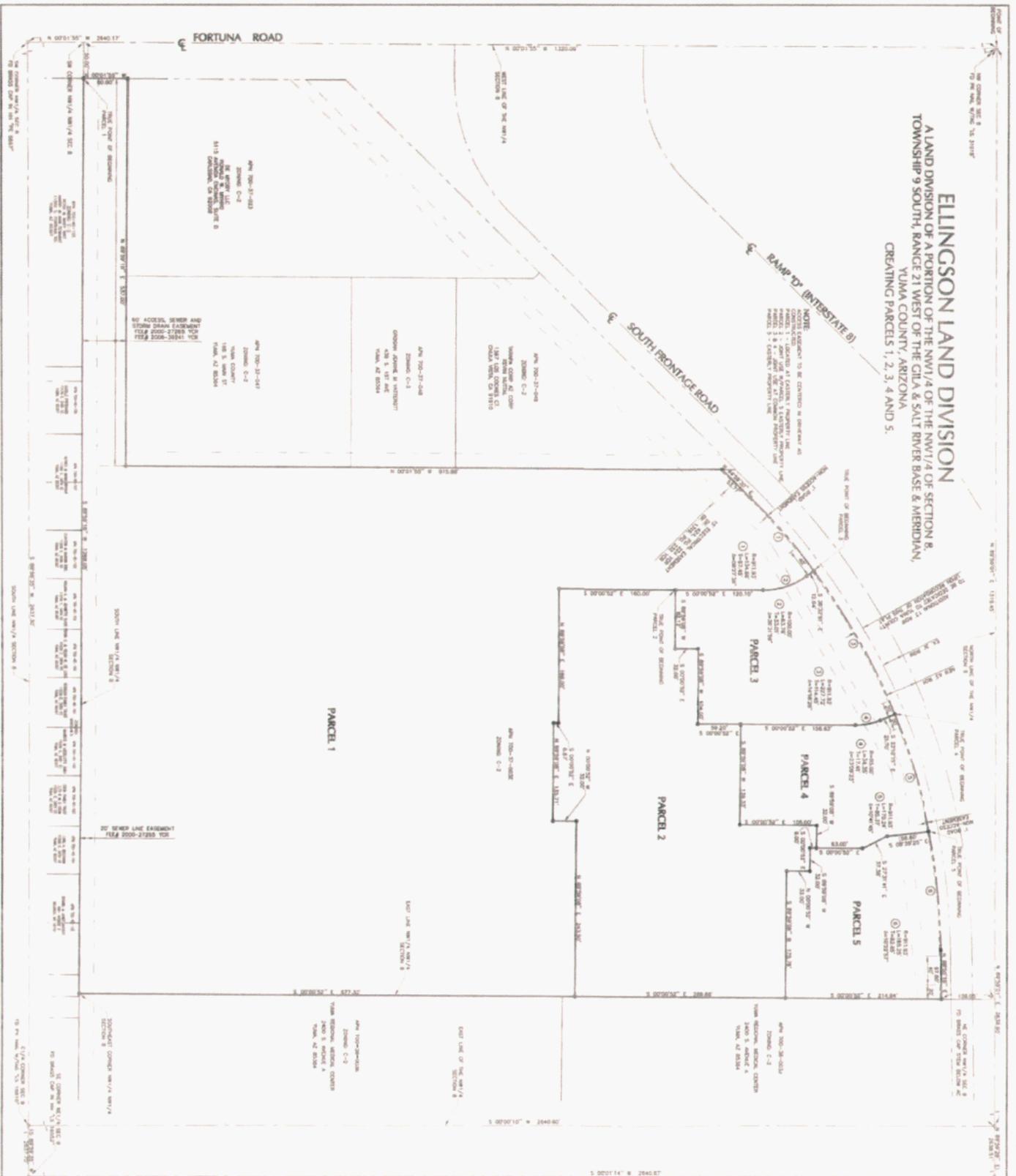




# Exhibit E - Detailed Parcel Maps

## ELLINGSON LAND DIVISION

A LAND DIVISION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 8,  
TOWNSHIP 9 SOUTH, RANGE 21 WEST OF THE GILA & SALT RIVER BASE & MERIDIAN,  
YUMA COUNTY, ARIZONA  
CREATING PARCELS 1, 2, 3, 4 AND 5.



OFFICIAL RECORD OF  
YUMA COUNTY, ARIZONA  
RECEIVED & INDEXED  
DATE: 05/11/2009 10:50 AM  
BY: CHRISTINA ROBERTS

FEE #: 2009-21465

BR E PC L/C 12/1

DATE

AR RECORDS DIV

LEGEND

--- CENTERLINE

--- PROPERTY LINE

--- FOUND EASEMENT

--- SET BACKMENT

--- ROAD OF WAY

--- EASEMENT

--- DISTRICT'S PARCEL NUMBER

CURRENT ZONING

THE OUTLINED DEVELOPMENT STANDARD APPLICABLE TO THIS PARCEL IS:

RESIDENTIAL SINGLE-FAMILY (RS)

MINIMUM LOT AREA: 5,000 SQ. FT.

MINIMUM LOT FRONT SETBACK: 25 FT.

MINIMUM LOT SIDE SETBACK: 10 FT.

MINIMUM LOT REAR SETBACK: 10 FT.

MINIMUM LOT WIDTH: 30 FT.

MINIMUM LOT DEPTH: 100 FT.

MINIMUM LOT AREA: 5,000 SQ. FT.

MINIMUM LOT FRONT SETBACK: 25 FT.

MINIMUM LOT SIDE SETBACK: 10 FT.

MINIMUM LOT REAR SETBACK: 10 FT.

MINIMUM LOT WIDTH: 30 FT.

MINIMUM LOT DEPTH: 100 FT.

PARCEL AREA

PARCEL 1: 24.12 AC (21.18 AC NET)

PARCEL 2: 4.12 AC (3.88 AC NET)

PARCEL 3: 4.12 AC (3.88 AC NET)

PARCEL 4: 4.12 AC (3.88 AC NET)

PARCEL 5: 4.12 AC (3.88 AC NET)

OWNER OF RECORD

DAHL, ROBERT & ASSOCIATES, INC.

DATE: 1/28/2009

ACKNOWLEDGMENT

I, the undersigned, being the owner of the above described land, do hereby acknowledge that the foregoing is a true and correct copy of the original plat as recorded in the public records of Yuma County, Arizona.

DAHL, ROBERT & ASSOCIATES, INC.

ACKNOWLEDGMENT

I, the undersigned, being the owner of the above described land, do hereby acknowledge that the foregoing is a true and correct copy of the original plat as recorded in the public records of Yuma County, Arizona.

DAHL, ROBERT & ASSOCIATES, INC.

APPROVED

LAND DIVISION PERMIT NO. DL 09 110

DATE OF PREPARATION: 7/29/09



LAND SURVEYOR

DAHL, ROBERT & ASSOCIATES, INC.

REGISTERED: 2008

SHEET 1 OF 2





# **Exhibit F - Sewer Facilities Line Extension Agreement**

## SEWER FACILITIES LINE EXTENSION AGREEMENT

This Agreement is by and between **Far West Water & Sewer, Inc.**, an Arizona corporation, (“Utility”), with offices at 12486 S Foothills Blvd., Yuma, Arizona 85367 and **Fortuna Commons Investments, L.L.C.**, an Arizona limited liability company (“FCI”) and **Smith’s Food & Drug Centers, Inc.** an Ohio Corporation, doing business as Fry’s Food and Drug Stores (“Smith’s), collectively known herein as “Developers.”

**Recitals:** (capitalized terms not defined in the text are defined in Article 1)

- The Federal Government has declared public-water systems, including Utility’s, to be critical infrastructure essential to the continued operation of the government and the nation.
- Utility’s water and wastewater operations are governed by numerous federal and state statutes and regulations, and subject to regulation by numerous federal and state agencies.
- As authorized and regulated by the Commission, Utility has a public-service obligation to provide safe and affordable water and wastewater service to the public.
- Utility is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution, and is authorized to provide wastewater service within portions of Yuma County, Arizona, in accordance with a Certificate of Convenience and Necessity (“CC&N”) granted by order of the Arizona Corporation Commission (“Commission”).
- Developers propose to develop a shopping center known as Fortuna Commons Shopping Center (“Development”), as described in Exhibit A, located outside of Utility’s CC&N.
- Developers desire to receive wastewater utility service from Utility to serve Development.
- Utility is willing to apply to the Commission to include Development within its CC&N.

In consideration and furtherance of these recitals, the Parties agree as follows:

**1. Definitions:** Capitalized terms are defined as follows:

- 1.1. “ADEQ” means the Arizona Department of Environmental Quality.
- 1.2. “Agreement” means this Agreement, including all of its exhibits, amendments, and addenda.
- 1.3. “Commission” means the Arizona Corporation Commission.
- 1.4. “Developers” means Fortuna Commons Investments, L.L.C., an Arizona limited liability company and Smith’s Food & Drug Centers, Inc. an Ohio Corporation, doing business as Fry’s Food and Drug Stores.
- 1.5. “Development” means a shopping center known as Fortuna Commons Shopping Center, as described in Exhibit A.
- 1.6. “Developers’ Facilities” means the pipelines, traps, and related wastewater

infrastructure to be located at the Development which are necessary for Utility to provide public utility wastewater service to commercial units within Development, as set forth in Exhibit B, that are to be designed, constructed, installed, and owned by Developers.

- 1.7. "Interconnection Point" means the point more specifically shown on Exhibit B, where Developers' eight-inch sewer main will interconnect with Utility's existing 12-inch sewer main running east and west to the south of Development.
- 1.8. "Construction Documents" means the approved sewer plan submitted to Utility by Developers' engineer, showing sizes and approximate locations of Developers' Facilities to be constructed to allow Utility to provide sewer service to the Development, which is attached as Exhibit B.
- 1.9. "Off-Site Improvements" means without limitation sewer mains, lift stations, treatment facilities, or other improvements Utility must undertake to serve future development within its CC&N.
- 1.10. "Parties" means Utility and Developers.
- 1.11. "Party" means either Utility or a Developer, as the context requires.
- 1.12. "Utility" means Far West Water & Sewer, Inc., an Arizona corporation, its successors and assigns.
- 1.13. "YCESD" means the Yuma County Environmental Services Department.

## **2. Authorizations:**

- 2.1. Developers will obtain or cause to be obtained a Certificate of Approval to Construct from YCESD and all required zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies for Developers' Facilities.
- 2.2. As more specifically set forth in Article 7, Utility will file an application with the Commission to request that Development be included in Utility's CC&N.
- 2.3. Within seven business days after the Commission approves Utility's application to include Development within Utility's CC&N, Utility will fully complete and execute the documents attached hereto as Exhibit C for submission to YCESD, ADEQ, and other appropriate governmental agencies (if applicable), and will complete and execute all other applications or documents reasonably required by such governmental agencies from Utility in order for Developers to apply for and process all permits and other governmental approvals necessary for the Development (collectively, the "Utility Assurance Documents").
- 2.4. Utility's obligations under this Agreement are contingent upon the Commission's approval of the application referenced in paragraph 2.2. Utility is not liable to

Developers or their contractors and subcontractors for damages if Developers begin construction or authorize the start of construction before approval of this application is obtained.

**3. Construction Documents:**

- 3.1. Developers have caused Construction Documents to be prepared for the Development that shows locations and sizing of Developers' Facilities. The Construction Documents, prepared by Dahl, Robins, and Associates, Inc, dated October 25, 2010 are incorporated herein and made a part of this Agreement as Exhibit B.
- 3.2. If the Development is modified so as to have a material effect on the collection facilities required for Utility to provide public utility wastewater service to the Development, Developers will prepare an update to the approved Construction Documents that details any modifications to Developers' Facilities required to accommodate the changed circumstance. Any such subsequent Construction Documents updates will be submitted to Utility for approval. Utility will promptly review the Construction Documents update and issue, in writing, its comments or approval, as appropriate. Once any such Construction Documents update is approved by Utility, they will be incorporated herein and made a part of this Agreement as if set out in full herein.

**4. Developers' Facilities:**

- 4.1. If and when Developers elect to construct the Development, Developers will design, construct and install, or cause to be designed, constructed or installed, Developers' Facilities, as more fully described on Exhibit B.
- 4.2. Developers will install grease traps and screening to protect Utility's wastewater facilities. Developers will comply with Utility's Commission-approved Wastewater Service Use Agreement (a current copy of which is attached as Exhibit D) to minimize the introduction of grease and bulky items into Utility's wastewater facilities.
- 4.3. Developers' Facilities are and will remain Developers' sole property.
- 4.4. Developers are responsible for the operation and maintenance of Developers' Facilities, including the eight-inch sewer collection lines.
- 4.5. Developers are responsible for complying with A.R.S. 40-360.21. et seq., and related local regulations, and will assume all costs and liabilities associated with (1) coordination with the owners or agents of all underground facilities within the Development regarding the location of such facilities, and (2) construction at the Development, or damage to, such underground facilities. Developers will conduct, or cause to be conducted, all excavation in a careful and prudent manner.
- 4.6. If the Developers' Facilities have not been completed on or before the date that is two

(2) years after the date of this Agreement, this Agreement will automatically terminate at such time.

**5. Utility's Facilities**

5.1. Utility will construct, own, and maintain all Off-Site Improvements from the Interconnection Point to its existing 12-inch main running east and west to the south of Development in order for Utility to provide sewer service to the Development. Utility will cause the design, size, and type of the Off-Site Improvements to be sufficient to serve all improvements now or hereafter constructed at the Development.

**6. Fees:**

6.1. To fund their proportionate share of Utility's costs of constructing the Off-Site Improvements and initiating wastewater service to the Development, Developers will pay Utility a fee of \$106,468, which payment obligation is the joint and several obligation of FCI and Smith's. For purposes of the internal allocation of such fee between FCI and Smith's, \$59,499 of such fee is allocated to FCI and \$46,969 of such fee is allocated to Smith's. This fee is due and payable within 15 days after (1) Utility receives the written unconditional approval from the Commission to add Development within its CC&N and provides Developers with a copy of such written approval, and (2) Utility has fully completed and executed the Utility Assurance Documents and delivered them to Developers. Developers acknowledge and agree that such payment is being made because Utility must construct and/or upgrade off-site infrastructure in order to extend wastewater utility service to the Development. The fee paid by Developers to fund Off-Site Improvements will be treated as a non-refundable Contribution in Aid of Construction. The amount of Developers' fee to fund Off-Site Improvements has been determined based upon the required wastewater flows provided by Developers' engineers, which totaled 10,200 gallons per day. Except for the fee specified above in this paragraph 6.1, there will be no other charges or fees for the design, permitting or construction of, or connection to, the Off-Site Improvements and sewer service for the Development.

**7. CC&N Expansion:**

7.1. Within seven business days after execution of this Agreement, Utility will prepare and file an application with the Commission to expand its sewer CC&N so as to include Development. Developers will promptly prepare any documents and provide any information required for Utility to prepare the application.

7.2. Developers will prepare any documents and provide any information reasonably requested by Commission Staff or otherwise reasonably required for Utility to process the CC&N Application.

7.3. Developers will provide a witness to appear at the hearing before the Commission's administrative law judge to consider the CC&N application.

- 7.4. Developers will attend and be prepared to answer questions at the Commission's Open Meeting to consider and approve the CC&N application.
- 7.5. To reimburse Utility for the legal costs associated with preparing and prosecuting its CC&N application, Developers will advance Utility \$10,000, due within 10 days after execution of this Agreement. Within ten days of the date of a final order by the Commission concerning the CC&N application, Utility will provide Developers an itemized statement for all legal costs and services associated with the CC&N application. If the total on the statement is less than \$10,000, Utility will reduce the amount of the capacity fee set forth in Article 6, by the difference between \$10,000 and the actual total. If the total on the statement is greater than \$10,000, Developers will reimburse Utility for the amount exceeding \$10,000 within ten days of Developers' receipt of the itemized statement. Utility's obligations in paragraph 2.3 above are contingent upon Developers' payment of this amount.

**8. General Provisions:**

- 8.1. Utility's rates, charges and tariffs are subject to change from time to time upon approval by the Commission.
- 8.2. Utility will use its reasonable best efforts to maintain satisfactory and continuous sewer service, but does not guarantee such service. Utility is not liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service or any act or failure to act arising out of this Agreement caused by an act of God or the public enemy, accident, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Utility's wastewater facilities.
- 8.3. Developers indemnify and hold Utility, its officers, directors, agents, and employees harmless from and against all claims, damages, costs and expenses, including penalties and assessments, attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence of Developers, their agents, servants, employees, contractors or subcontractors in the execution of the construction of the Developers' Facilities or in connection therewith. If any suit or other proceeding is brought on this account, Developers will assume the defense at Developers' expense and will pay all judgments rendered therein. The foregoing indemnity does not cover any negligent or wrongful acts of Utility, its officers, directors, agents or employees. Developers shall have no responsibility or liability for claims, damages, costs or expenses to which they may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence of Utility or its agents, servants, employees, contractors or subcontractors in the execution of the construction of the Off-Site Improvements or in connection therewith.

8.4. If a Party waives or fails to enforce any provision of this Agreement, it does not mean that the Party has generally waived the Agreement or relinquished any rights under the Agreement, and the Agreement remains in full force and effect.

8.5. Communications under this Agreement should be should be addressed as follows:

Developers: Fortuna Commons Investments, L.L.C.,  
c/o Todd Kjar  
8777 N. Gainey Center Drive, Suite 200  
Scottsdale, Arizona 85258.

and to:

Smith's Food & Drug Centers, Inc.  
dba Fry's Food and Drug Stores  
c/o Dennis Barr  
500 S. 99th Avenue  
Tolleson, Arizona 85353

Utility: Far West Water & Sewer, Inc.  
Attn: Andrew Capestro  
12486 S Foothills Blvd.  
Yuma, AZ 85367

Either Party may change its address by notifying the other Party in writing.

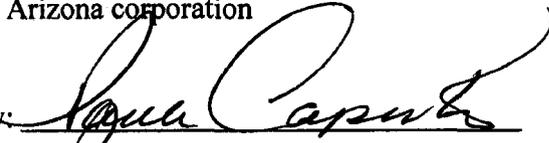
- 8.6. Utility is not an agent for Developers and will not incur any costs or expenses on behalf of Developers. Developers are not agents for Utility and will not incur any costs or expenses on behalf of Utility.
- 8.7. This Agreement is governed by the laws of the State of Arizona, and its performance is subject to regulation by the State of Arizona, and Arizona and federal regulatory agencies with jurisdiction.
- 8.8. Each Party represents that it is a sophisticated commercial Party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it executes this Agreement with full knowledge of the terms of the Agreement. This Agreement is not to be construed against the drafter.
- 8.9. There are no oral or collateral agreements between the Parties concerning the subject matter of this Agreement and any reasonably related matters; this Agreement sets forth the entire understanding between the Parties. All changes or amendments to this Agreement must be in writing and signed by the Parties.
- 8.10. This Agreement binds, and inures to the benefit of, the Parties, and their respective legal representatives, successors and assigns.

8.11. Utility will execute any documents reasonably necessary to truthfully support Developers' application for and processing of all permits and other governmental approvals necessary for the Development.

8.12. This Agreement may be executed in counterparts.

Signed by the Parties as of Nov 29, 2010:

**Far West Water & Sewer, Inc.,**  
an Arizona corporation

By:   
Its: President

**Smith's Food & Drug Centers, Inc.**  
an Ohio Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Fortuna Commons Investments, L.L.C.**  
an Arizona limited liability company

By: Brown Group, Inc.  
Its: Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

8.11. Utility will execute any documents reasonably necessary to truthfully support Developers' application for and processing of all permits and other governmental approvals necessary for the Development.

8.12. This Agreement may be executed in counterparts.

Signed by the Parties as of \_\_\_\_\_, 2010:

**Far West Water & Sewer, Inc.,**  
an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Smith's Food & Drug Centers, Inc.**  
an Ohio Corporation

By:  \_\_\_\_\_

Its: CFD \_\_\_\_\_

**Fortuna Commons Investments, L.L.C.**  
an Arizona limited liability company

By: Brown Group, Inc.

Its: Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

8.11. Utility will execute any documents reasonably necessary to truthfully support Developers' application for and processing of all permits and other governmental approvals necessary for the Development.

8.12. This Agreement may be executed in counterparts.

Signed by the Parties as of \_\_\_\_\_, 2010:

**Far West Water & Sewer, Inc.,**  
an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Smith's Food & Drug Centers, Inc.**  
an Ohio Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Fortuna Commons Investments, L.L.C.**  
an Arizona limited liability company

By: Brown Group, Inc.

Its: Manager

By:                     CayWB                    

Its:                     President

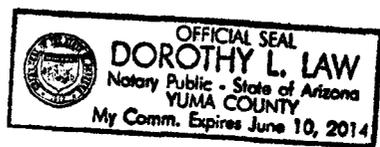
STATE OF Arizona )  
 ) ss.  
County of Yuma )

The foregoing instrument was acknowledged before me on December 29, 2010 by PAULA CEBASCO, PRESIDENT of Far West Water & Sewer, Inc., an Arizona corporation, on behalf of the corporation.

Dorothy L. Law  
Name

\_\_\_\_\_  
Title

My Commission expires: 6-10-2014



STATE OF Arizona )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me on December 3rd, 2010  
by Michael Lawrence CFO of Smith's Food & Drug Centers, Inc., an  
Ohio corporation on behalf of the corporation.

Stacy K. Fitzgerald  
Name  
Assistant  
Title



My Commission expires: 2-14-2013

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2010  
by \_\_\_\_\_ of Brown Group, Inc., on behalf of such  
corporation as Manager of **Fortuna Commons Investments, L.L.C.**, an Arizona limited liability  
company on behalf of the corporation.

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2010  
by \_\_\_\_\_ of **Smith's Food & Drug Centers, Inc.**, an  
Ohio corporation on behalf of the corporation.

\_\_\_\_\_  
Name

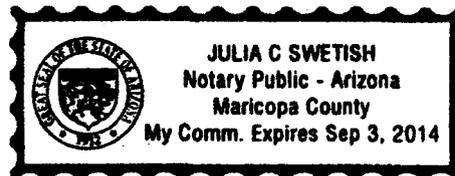
\_\_\_\_\_  
Title

My Commission expires: \_\_\_\_\_

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me on December 1, 2010  
by Gary W. Brown President of Brown Group, Inc., on behalf of such  
corporation as Manager of **Fortuna Commons Investments, L.L.C.**, an Arizona limited liability  
company on behalf of the corporation.

Julia C. Swetish  
Name



\_\_\_\_\_  
Title

My Commission expires: 9-3-14

## LIST OF REQUIRED EXHIBITS

- EXHIBIT A - Development Legal Description (prepared by engineer)  
(This needs to be stamped by a professional engineer and state the total acreage at the bottom of the legal description.)
- Development Map (prepared by engineer)  
(This needs to show bearings and distances for the property boundary)
- EXHIBIT B - Development Construction Documents including Map of Facilities
- EXHIBIT C - Sewer Service Agreement; Sewage Treatment Facility Capacity Assurance; and Capacity Assurance for Sewage Collection System
- EXHIBIT D - Wastewater Service Use Agreement

EXHIBIT A

[Attached]



LEGAL DESCRIPTION PARCEL 1

The portion of the northeast quarter of Section 8, Township 2 North, Range 21 West of the 6th and 6th West Meridian, containing approximately 13.000 acres, more particularly described as follows:
Beginning at the southeast corner of said Section 8;

LEGAL DESCRIPTION PARCEL 4

The portion of the northeast quarter of Section 8, Township 2 North, Range 21 West of the 6th and 6th West Meridian, containing approximately 13.000 acres, more particularly described as follows:
Beginning at the southeast corner of said Section 8;

LEGAL DESCRIPTION PARCEL 2

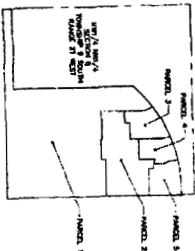
The portion of the northeast quarter of Section 8, Township 2 North, Range 21 West of the 6th and 6th West Meridian, containing approximately 13.000 acres, more particularly described as follows:
Beginning at the southeast corner of said Section 8;

LEGAL DESCRIPTION PARCEL 5

The portion of the northeast quarter of Section 8, Township 2 North, Range 21 West of the 6th and 6th West Meridian, containing approximately 13.000 acres, more particularly described as follows:
Beginning at the southeast corner of said Section 8;

LEGAL DESCRIPTION PARCEL 3

The portion of the northeast quarter of Section 8, Township 2 North, Range 21 West of the 6th and 6th West Meridian, containing approximately 13.000 acres, more particularly described as follows:
Beginning at the southeast corner of said Section 8;



BK.

PG.

LAND SURVEYOR
DANIEL ROBBINS & ASSOCIATES, INC.
LAND DIVISION PERMIT NO. 09-110
PROJECT NO.: 0808
SHEET 2 OF 2

EXHIBIT B

[Attached]





EXHIBIT C

[Attached]

Yuma County Department of Development Services  
Building Safety Division  
2717 S. Avenue B, Yuma, AZ 85364  
(928) 329-2290

**SEWER SERVICE AGREEMENT** - An unconditional agreement which is effective this date has been made between the owners of:

Fortuna Commons (Commercial Development)

NAME OF SUBDIVISION

and the Far West Water and Sewer Company, Inc.

NAME OF SEWER SYSTEM OR MUNICIPALITY

to provide sewer service to ~~each and every lot in accordance with the design shown on the attached plats of the subdivision-~~ the Development.

~~The undersigned hereby agrees to inspect this project during construction to assure compliance with plans and specifications approved by the Arizona Department of Environmental Quality or By Yuma County Development Services and upon completion shall be responsible for maintenance and operating the system.~~

Date \_\_\_\_\_ Name Paula Capestro \_\_\_\_\_  
TYPE OR PRINT SIGNATURE SIGNATURE  
Title President  
Address 13157 E. 44th. Street  
City Yuma Zip Code 85367



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Sewage Treatment Facility
CAPACITY ASSURANCE

J:\shared\WEDR\APPLICATIONS-CollectionSystems\Notice Of Intent To Discharge -CAPACITY ASSURANCE for Sewage Treatment Facility 2/27/03

Instructions: The owner or operator of the downstream sewage treatment facility must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(1).

Form with 4 sections: 1. Sewage Treatment Facility (Name, APP Number, AZPDES Permit, ADEQ Site Code, Address, Telephone/Fax); 2. Owner/Operator for Facility Operation (Name: Paula Capestro, Position: President, Firm: Far West Water & Sewer, Inc., Address: 13157 E. 44th Street, Yuma, Az 85367, Telephone: (928) 342-1238, Fax: (928) 342-7108); 3. Facility Capacity (Current 208 Plan, Constructed, APP Approved, AZPDES Discharge Limit, Operational Flow); 4. Proposed Subdivision or other project (Name: Fortuna Commons, Design Flow: 0.0102 MGD, Total Design Flow Connected to Facility).

Capacity is expressed in million gallons per day (MGD) based on the monthly average capacity of the facility. Operational Flow is expressed in MGD based on the maximum monthly average flow for the last 12 months. Design Flow is based on the design flow for the proposed subdivision as submitted in accordance with AAC R18-9-E301.

5. Facility Plan and Schedule to Construct Additional Capacity: (Provide detail if total design flow connected to facility is greater than APP approved capacity)

6. Capacity Assurance: To be completed by owner/operator identified in Item "2" above. I, \_\_\_\_\_, affirm that the additional volume of sewage delivered to the facility by the sewer collection system serving the proposed subdivision will not cause any flow or effluent quality limits of the facility's individual permit to be exceeded. I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations. Signature \_\_\_\_\_ Date \_\_\_\_\_



**ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**CAPACITY ASSURANCE**  
 for  
**Sewage Collection System**

J:\shared\WEDR\APPLICATIONS-CollectionSystems\Notice Of Intent To Discharge -CAPACITY ASSURANCE for Sewage Collection System 2/27/03

**Instructions:** The owner or operator of the downstream sewage collection system must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(2) when the proposed sewage collection system is under different ownership or control.

<p><b>1a. Proposed System or Expansion Design Flow:</b></p> <p>Project Name <u>Fortuna Commons</u></p> <hr/> <hr/> <p>Design Flow: <u>0.0102</u> (MGD)</p>	<p><b>1b. Proposed Sewage Collection System:</b></p> <p>Name: <u>Paula Capestro</u></p> <p>Position: <u>President</u></p> <p>Responsible Agency: <u>Far West Water &amp; Sewer, Inc.</u></p> <p>Address: <u>13157 E. 44th. Street</u> <u>Yuma, Az 85367</u></p> <hr/> <p>Telephone No. <u>(928) 342-1238</u> Fax No. <u>(928) 342-7108</u></p>
<p><b>2a. Downstream Sewage Collection System Capacity:</b></p> <p>Capacity Downstream from point were new system or expansion is conected: _____ (MGD).</p> <p>Total flow approved to be connected upstream from point of connection: _____ (MGD).</p>	<p><b>2b. Downstream Sewage Collection System:</b></p> <p>Name: <u>Paula Capestro</u></p> <p>Position: <u>President</u></p> <p>Responsible Agency: <u>Far West Water &amp; Sewer, Inc.</u></p> <p>Address: <u>13157 E. 44th. Street</u> <u>Yuma, Az 85367</u></p> <hr/> <p>Telephone No. <u>(928) 342-1238</u> Fax No. <u>(928) 342-7108</u></p>

**Capacity** is expressed in million gallons per day (MGD). **Design Flow** is based on the design flow for the proposed new system , such as a subdivision submitted in accordance with AAC R18-9-E301, or system expansion.

**3. Capacity Assurance:** To be completed by owner/operator identified in Item "2b" above.

I, \_\_\_\_\_, certify that the sewer collection system identified in item "2b" can maintain the performance standards required under A.A.C. R18-9-E301(B) for the increased flow from the proposed system or expansion identified in item "1a". I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT D

[Attached]

**COMPLIANCE  
MEMORANDUM**

**TO:** Docket Control Center  
**FROM:** Kimberly Battista *KB*  
Chief, Compliance and Enforcement  
Utilities Division  
**DATE:** October 12, 2005

This Memorandum to the Docket will certify that compliance, as described below, has been met for the referenced utility.

**UTILITY:** Far West Water & Sewer, Inc.

**DOCKET NO.** WS-03478A-02-0110 **DECISION NO.** 65351

**COMPLIANCE ACTION:**

*File on or before November 30, 2002 a Wastewater Service Use Agreement consistent with Findings of Fact No. 8 of the Commission's Decision.*

**DUE DATE:** 11/30/2002 **DATE COMPLIED:** 11/19/2002

RECEIVED  
2005 OCT 14 P 3:17  
AZ CORP COMMISSION  
DOCUMENT CONTROL

Crystal

FAR WEST WATER & SEWER, INC.

NOV 19 A 8:11

AZ CORP COMMISSION  
ARIZONA CORPORATION  
COMMISSION CONTROL

RECEIVED  
NOV 13 2002

Director of Utilities

07 November 2002

To: Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007  
ATTN: Crystal Brown

Re: Amended Wastewater Service Use Agreement  
Docket No. WS-03478A-02-0110

Enclosed is the amended Wastewater Service Use Agreement for Far West Water & Sewer, Inc. The modification has removed paragraph 1 of the "Permitted Cost" section and any other provision authorizing Far West to impose penalties as ordered by the Commission on 1 November 2002. Your assistance in this matter has been greatly appreciated.

Sincerely,

*Murphy Campbell*  
Murphy Campbell,  
General Superintendent

Arizona Corporation Commission  
DOCKETED

NOV 19 2002

DOCKETED BY *CAL*

Far West Water & Sewer, Inc.

Wastewater Service Use Agreement

FWWS-WWSUA-01

**DEFINITIONS**

**PROHIBITED WASTE**

Prohibited waste means:

Air Contaminant Waste

Any waste other than sanitary waste which, by itself or in combination with another substance, is capable of creating or introducing an air contaminant outside any sewer or sewage facility or is capable of creating, causing or introducing an air contaminant within any sewer sewage facility which would prevent safe entry by authorized personnel.

Flammable or Explosive Waste

Any waste, which by itself or in combination with another substance, is capable of causing or contributing to an explosion or supporting combustion in any sewer or sewage facility including, but not limited to gasoline, naphtha, propane, diesel, fuel oil, kerosene, or alcohol.

Obstructive Waste

Any waste which by itself or in combination with another substance, is capable of obstructing the flow of, or interfering with, the operation or performance of any sewer or sewage facility including, but not limited to: earth, sand, sweepings, gardenings or agricultural waste, ash, chemicals, paint, metal, glass, sharps, rags, cloth, tar, asphalt, cement-based products, plastic, wood, waste portions of animals, fish or fowl, grease, and other solidified fat.

Corrosive Waste

Any waste with corrosive properties which, by itself or in combination with any other substance, may cause damage to any sewer or sewage facility or which may prevent the safe entry by authorized personnel.

High Temperature Waste

Any waste which, by itself or in combination with another substance, will create heat in amounts which will interfere with the operation and maintenance of a sewer or sewage facility or with the treatment of waste in a sewage facility;

Any waste which will raise the temperature of the waste entering the sewage facility to 104 degrees Fahrenheit or more;  
 Any non-domestic waste with a temperature of 150 degrees Fahrenheit or more.

### Biomedical Waste

Any of the following categories of biomedical waste: human anatomical waste, animal waste, untreated microbiological waste, waste sharps, and untreated human blood and body fluids known to contain viruses and agents.

### Miscellaneous Waste

Any waste, other than sanitary waste, which by itself or in combination with another substance:

- a. constitutes or may constitute a significant health or safety hazard to any person;
- b. may interfere with any sewer or sewage treatment process;
- c. may cause a discharge from a sewage facility to contravene any requirement by or under any ADEQ or NPDES discharge permit or any other act, approved Liquid Waste Management Plan, or any other law or regulation governing the quality of the discharge, or may cause the discharge to result in a hazard to people, animals, property, or vegetation;
- d. may cause biosolids to fail criteria for beneficial land application.

### **RESTRICTED WASTE**

Restricted waste means:

#### Specified Waste

Any waste which, at the point of discharge into a sewer, contains any contaminant at a concentration in excess of the limits set out below. All concentrations are expressed as total concentrations which includes all forms of the contaminant, whether dissolved or undissolved. The concentration limits apply to both grab and composite samples. Contaminant definitions and methods of analysis are outlined in standard methods.

CONVENTIONAL CONTAMINANTS [mg/L]

Biochemical Oxygen Demand (BOD)	500
Chemical Oxygen Demand (COD)	1000
Oil and Grease <sup>1</sup>	100
Suspended Solids	350

Table A

<sup>1</sup> Total oil and grease includes oil and grease (hydrocarbons) (see table B)

## ORGANIC CONTAMINANTS [mg/L]

Benzene	0.1
Ethyl Benzene	0.2
Toluene	0.2
Xylenes	0.2
Polynuclear Aromatic Hydrocarbons (PAH) <sup>2</sup>	0.05
Phenols	1
Oil and Grease (hydrocarbons)	15

Table B

## INORGANIC CONTAMINANTS [mg/L]

Arsenic (As)	0.4
Cadmium (Cd)	0.3
Chloride (Cl)	1500
Chromium (Cr)	4
Cobalt (Co)	5
Copper (Cu)	1
Cyanide (CN)	1
Iron (Fe)	50
Lead (Pb)	1
Manganese (Mn)	5
Mercury (Hg)	0.02
Molybdenum (Mo)	5
Nickel (Ni)	3
Selenium (Se)	0.3
Silver (Ag)	0.5
Sulphate (SO <sub>4</sub> )	1500
Sulphide (S)	1
Zinc (Zn)	3

Table C

<sup>2</sup> Note: Polynuclear Aromatic Hydrocarbons (PAH) include:

- a. naphthalene benzo(a)anthracene
- b. acenaphthylene chrysene
- c. acenaphthene benzo(b)fluoranthene
- d. fluorene benzo(k)fluoranthene
- e. phenanthrene benzo(a)pyrene
- f. anthracene dibenzo(a,h)anthracene
- g. fluoranthene indeno(1,2,3-cd)pyrene
- h. pyrene benzo(g,h,i,)pyrene

Food Waste

Any non-domestic waste from cooking and handling of food that, at the point of discharge into a sewer, contains particles larger than 0.5cm in any dimension.

Radioactive Waste

Any waste containing radioactive materials that, at the point of discharge into a sewer, exceeds radioactivity limitations as established by regulatory agencies.

pH Waste

Any non-domestic waste which, at the point of discharge into a sewer, has a pH lower than 5.5 or higher than 11.0, as determined by either a grab sample or a composite sample.

Dyes and Coloring Material

Dyes or coloring materials which may pass through a sewage facility and discolor the effluent from a sewage facility except where the dye is used by the Company, or one or more of its contractors, as a tracer.

Miscellaneous Restricted Waste

Any of the following waste:

- a. seawater
- b. PCBs
- c. Chlorinated phenols<sup>3</sup>
- d. Pesticides
- e. Tetrachloroethylene

<sup>3</sup> Chlorinated phenols include:

- Chlorophenol (ortho, meta, para)
- Dichlorophenol (2,3, 2,4-, 2,5-, 2,6-, 3,4-, 3,5-)
- Trichlorophenol (2,3,4-, 2,3,5-, 2,3,6-, 2,4,5-, 2,4,6-, 3,4,5-)
- Pentachlorophenol

**Wastewater Service Use Agreement****FWWS-WWSUA-01****FOOD SERVICE OPERATIONS****APPLICATION**

This use agreement for Food service operations defines the requirements for managing waste discharged directly or indirectly into a sewer connected to a sewage facility from restaurants, or other facilities employing food service as a primary or secondary business operation.

This use agreement applies to:

- (a) operators of a food service operation that adds kitchen equipment that discharges oil and grease;
- (b) operators of a food service operation that discharges non-domestic waste to sewer that exceeds any restricted waste criteria specified in the DEFINITIONS section; or
- (c) any food service operation, as determined by the General Superintendent of FWW&S, Inc.

**DISCHARGE REGULATIONS**

An operator of a Food Service Operation must not discharge waste, which at the point of discharge into a sewer, contain:

1. oil and grease in a concentration that is in excess of 100mg/L as analyzed in a grab sample;
2. suspended solids in a concentration that is in excess of 350mg/L as analyzed in a grab sample;
3. 5-day biochemical oxygen demand (BOD<sub>5</sub>) in a concentration that is in excess of 350 mg/L in a grab sample;
4. *prohibited waste, restricted waste, special waste, storm water, or uncontaminated water.*

**GREASE INTERCEPTORS**

Grease interceptors are required to be installed and maintained by the owner of food service operations within the collection system of FWW&S, Inc. facilities. Grease interceptor installations shall conform to the requirements of this use agreement.

### Design

The rate of flow capacity of each grease interceptor installed in food service establishments shall not be less than the maximum discharge flow from all plumbing fixtures connected to the grease interceptor that will discharge simultaneously.

The rated flow capacity of each grease interceptor must be established using the Plumbing and Drainage Institute standard PDI-G101.

Each grease interceptor must have either:

1. an internal flow control fitting, or
2. a flow control fitting installed on the inlet line<sup>1</sup>.

All grease interceptors must be labeled with information containing the rated flow capacity of the unit. The label shall be permanently affixed and visible following installation. Where a permanently affixed and visible label is not possible or practical, manufacturer and installation drawings of the grease interceptor shall be maintained at the site and shall be available for inspection on request.

### Flow Rates

The operator of a food services operation must calculate the maximum discharge flow rate to a grease interceptor by adding together the flow rates from each fixture that will discharge simultaneously using the following method to estimate the flow rate from each fixture:

- (a) for sinks, calculate the total volume of each sink and assign a drain time of one minute.
- (b) for exhaust hoods with automatic cleaning cycle, measure the discharge flow rate or use the manufacturers estimate of peak discharge flow rate during the automatic wash cycle.
- (c) For floor drains, estimate the flow rate using the following table:

Floor Drain Diameter		Drain Rate		
Millimeters	Inches	L/s	Imperial gpm	US gpm
51	2	1.4	18.3	22
76	3	2.36	31.2	37.5
102	4	2.84	37.5	45

- (d) for drains on other equipment, if the drain size is less than 2 inches in diameter either:

1. measure the discharge flow rate, or
2. refer to manufacturers estimated peak discharge flow rate , or

<sup>1</sup> The flow control fitting must be sized to limit the flow rate to a rate that is no more than the rated flow capacity of the grease interceptor.

3. use a minimum of 1.4L/s

(e) for automatic dishwashers, measure the discharge flow rate or use the maximum discharge flow rate specified by the dishwasher manufacturer.

Where the rated flow capacity of a grease interceptor is exceeded by the maximum discharge flow rate from all plumbing fixtures that will be discharged simultaneously to the grease interceptor, the operator of a food service operation must:

1. install a grease interceptor that has a rated flow capacity equal to or greater than the maximum discharge flow rate from all plumbing fixtures connected to the grease interceptor that will discharge simultaneously; or
2. install additional grease interceptors so that the maximum discharge flow rate from the fixtures connected to each grease interceptor that will discharge simultaneously does not exceed the rated flow capacity of the grease interceptor; or
3. have a plan approved by FWW&S, Inc. showing how the discharge of waste will be managed.

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### Installation

A grease interceptor must be located so that it is readily and easily accessible for inspection and maintenance. A sampling point shall be installed as follows:

1. a sampling tee shall be located either at the outlet of the grease interceptor or downstream of the grease interceptor at a location upstream of any discharge of other waste.
2. the sampling tee shall be not less than 4 inches in diameter, and shall be installed so that it opens in a direction at right angles and vertically above the flow of the sewer pipe; and
3. the sampling tee shall be readily and easily accessible at all times for inspection.

### Maintenance

An operator of a food services operation shall maintain all grease interceptors installed in connection with the food services operation in accordance with the manufacturers recommendations so that the grease interceptors function properly.

An operator of a food services operation must not permit oil and grease to accumulate in a grease interceptor in excess of the lesser of six inches or 25% of the wetted height of the grease interceptor.

An operator of a food services operation shall not dispose of oil and grease from a grease interceptor to a sewer. All cleaning or grease removal shall be accomplished by employing vacuor trucks or other means to preclude any grease from entering the collection system.

An operator of a food services operation must not use or permit the use of chemical agents, enzymes, bacteria, solvents, hot water or other agents to facilitate the passage of oil and grease through a grease interceptor without express written consent of FWW&S, Inc.

#### Connection to Grease

An operator of a food services operation shall have the following fixtures connected to the grease intercept system:

- (a) sinks used for washing pots, pans, dishes, cutlery, and kitchen utensils;
- (b) drains serving self-cleaning exhaust hoods installed over commercial cooking equipment;
- (c) drains serving commercial cooking equipment that discharges oil and grease;
- (d) drains serving a garbage compactor used to compact waste that may contain, or be contaminated with, food waste; or
- (e) other fixtures that discharge wastewater containing oil and grease.

The following fixtures shall not be connected to a grease interceptor:

- (a) garbage disposals, potato peelers and similar equipment discharging solids;
- (b) toilets, urinals and hand sinks;
- (c) automatic dishwashers which have discharge flow rates greater than that of the grease interceptor.<sup>2</sup>

#### Outdoor Garbage Compactors

An owner of an outdoor garbage compactor installation connected to a sewer must install works as necessary to prevent rainwater from entering the drain connected to the sewer.

#### **RECORD KEEPING AND RETENTION**

An operator of a food services operation must keep a record at the food services operation of all grease interceptor inspection and maintenance activities including:

- (a) the date of inspection or maintenance
- (b) the maintenance conducted;
- (c) the type and quantity of material removed from the grease interceptor; and
- (d) the location of disposal of the material removed from the grease interceptor.

The records shall be retained for a period of two years, and shall be available on request by FWW&S, Inc.

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<sup>2</sup> The grease interceptor must be sized to accept the maximum flow rate specified by the automatic dishwasher manufacturer.

## Wastewater Service Use Agreement

FWWS-WWSUA-01

### ENFORCEMENT ACTIONS AND USER LIABILITY GUIDELINES

The goal of the Wastewater Service Use Agreement is to protect the environment, public, and both FWW&S, Inc. and the non-residential user by maintaining compliant operation of sewer and sewage facilities as regulated by ADEQ and other regulatory agencies.

Violations of this agreement is cause for termination of service or other appropriate Enforcement Actions, as defined below:

- a. Inspection by FWW&S, Inc. of the non-residential user's facility;
- b. Notice of violation;
- c. In severe cases, notification to ACC, ADEQ, EPA, and/or Yuma County Environmental Health (YCEH);
- d. Termination of service with notice, pursuant to applicable Arizona Corporation Commission rules;
- e. Termination of service without notice, pursuant to applicable Arizona Corporation Commission rules; and/or
- f. Any and all remedies required to restore and/or maintain compliance with established regulations.

In determining the appropriate Enforcement Actions FWW&S, Inc. shall consider the following factors:

- (a) Consideration of previous compliance history;
- (b) Length of violation;
- (c) Number of violations;
- (d) Seriousness of effects to the sewer and sewage facilities;
- (e) Potential effects to public health; and
- (f) Any other relevant factor.

**NOTICE OF VIOLATION**

Non-residential customers who after being inspected by Far West Water & Sewer, Inc. and are found to be in violation of this agreement shall receive a written notice of violation. The violation notice must include the following information:

1. Date and time of the inspection;
2. Representative performing the inspection;
3. Name and location of establishment being inspected;
4. Type of inspection (laboratory, visual, dye test, etc.);
5. Details of violation;
6. Potential effects of the violation on the sewer and sewage facilities;
7. Required corrective response date;
8. Signature of inspecting representative.
9. Estimated cost to have Far West Water & Sewer, Inc. perform/ contract work needed to comply.

Violations of this agreement could result in enforcement, termination of service, or other legal action against the non-residential customer by Far West Water & Sewer, Inc. Depending upon the severity of the violation, the Yuma County Environmental Health, the Arizona Department of Environmental Quality, and/or the U.S. Environmental Protection Agency are authorized to impose monetary penalties of at least \$1,000 per day per violation.

**NOTICE OF RETENTION**

FWW & S, Inc. shall maintain complete records of all Notices of Violations for inspection by ACC staff for a minimum of ten years.

**FAILURE TO RESPOND BY NOTICE OF VIOLATION DATE**

After violation notice has been issued, the non-residential customer shall respond with corrective action by the date shown on the notice of violation. Failure to respond with corrective action may result in Far West Water & Sewer, Inc. performing/ contracting the work and billing the non-residential customer for the actual cost as explained in the Permitted Costs Section below. Failure to remit payment for work performed/ contracted shall result in the termination of service and/or legal actions.

### PERMITTED COSTS

1. For services that are provided/ contracted by FWW & S, Inc. at cost, cost shall include labor, materials, other charges incurred, and overhead. However, prior to any such service being provided, FWW & S, Inc. will provide the estimated costs of such service.
2. FWW & S, Inc. will bill the customer for the amount due within 30 days after completion of the invoices, timesheets, or other related documents, whichever is later. The amount billed will be due and payable 30 days after completion of the work.
3. At the customer's request, FWW & S, Inc. shall make available to the customer copies of all invoices, timesheets, or related documents that support the cost for providing/ contracting such service.

### LIABILITY OF USER

Any residential or commercial user, or industrial user who causes the discharge of prohibited waste, restricted waste, special waste, storm water, or uncontaminated water which results in the damage to the Far West Water & Sewer, Inc. collection and/or treatment facilities, interference, pass through, upset, or any other damages resulting in costs to the Far West Water & Sewer, Inc. facilities, shall be liable to Far West Water & Sewer, Inc., as appropriate, and shall indemnify and hold Far West Water & Sewer, Inc. harmless for all damages occasioned thereby.

### INSPECTION AND MONITORING

Non-residential users shall provide FWW & S, Inc. with free access in order to monitor compliance with this agreement. FWW & S, Inc. may, in furtherance of the stated purpose and policy of this agreement:

- (a) Enter the User's premises at reasonable times;
- (b) Inspect generally for compliance;
- (c) Take independent samples;
- (d) Require installation of monitoring equipment; and
- (e) Inspect and copy records.

# **Exhibit G – Yuma County Franchise**

OFFICIAL RECORDS OF  
YUMA COUNTY RECORDER  
SUSAN MARLER

**FEE #: 1998 - 31212**

11/23/1998 11:29 PAGES: 0005  
FEES: .00 .00 .00 .00 .00  
REQ BY: YUMA CO BOS  
REC BY: PATTY MORENO

Please Return to the  
Board of Supervisors Office  
Attention: CHRISTY ISBELL, 329-2107

Type of Document:

RESOLUTION NO. 98-83  
Approved by the Board of Supervisors on November 2, 1998, Item #23.

Yuma County  
Yuma, Arizona

OFFICE OF  
THE BOARD OF SUPERVISORS



BOB McLENDON, DISTRICT 1  
LUCY SHIPP, DISTRICT 2  
KATHRYN "CASEY" PROCHASKA, DISTRICT 3  
CLYDE CUMING, DISTRICT 4  
JIM BUSTER, DISTRICT 5  
WALLY HILL, COUNTY ADMINISTRATOR

**BEFORE THE BOARD OF SUPERVISORS OF YUMA COUNTY**

In the matter of the application of	Resolution Number <u>98-83</u>
Far West Water & Sewer, Inc., a corporation	<b>GRANT OF LICENSE TO USE</b>
To expand a sewer Franchise	<b>COUNTY RIGHTS-OF-WAY TO</b>
	<b>PROVIDE SEWER SERVICE</b>

**FAR WEST WATER & SEWER, INC.,** a Corporation, having applied to expand a franchise to use, pursuant to Section 40-283 of the ARIZONA REVISED STATUTES (A.R.S.), certain rights-of-way of the county as the situs for a system of lines or pipelines designed for the transmission of Sewage within said rights-of-way, and this Board, having given notice to the public of its intention to grant to said corporation such franchise privileges, and the public not having petitioned the Board to deny such privileges, this Board does now hereby grant to **FAR WEST WATER & SEWER, INC.,** a corporation, a license to use, for a period of 25 years, the rights-of-way specified in said corporation's application, more specifically shown in Exhibit "A" and described in Exhibit "B" and made a part hereof, for the corporation's business of transmitting Sewage within the same and thereby providing a sewer service.

This license is issued to **FAR WEST WATER & SEWER, INC.,** a corporation, referred to hereinafter as the licensee, upon three conditions. 31212

1. The licensee shall bear all expenses relating to its use of Yuma County's public roads, highways, rights-of-way, or public ways," including, but not limited to \*damage and compensation for any alteration of the direction, surface, grade, or

alignment" of any such public ways made in the conduct of its business under this license, and

2. The licensee shall hold harmless and free of all liability the County of Yuma from any and all claims or suits against the County of Yuma relating in any manner to the licensee's use of said public ways under this license, and

3. The licensee shall comply with all federal, state, and local law relating to the operation of its business within Yuma County and shall obtain from the County of Yuma any and all permits for the construction, operation or maintenance of any of its facilities under this license.

Under the authority of A.R.S. Section 40-283 (B) the Board of Supervisors may, in granting this license, or at any time hereafter, impose "restrictions and limitations" upon the use of the public ways, as the Board deems best for the "public safety or welfare."

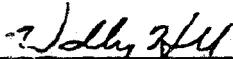
DATED THIS 2nd day of November, 1998.

YUMA COUNTY BOARD OF SUPERVISORS



KATHRYN PROCHASKA, CHAIRMAN

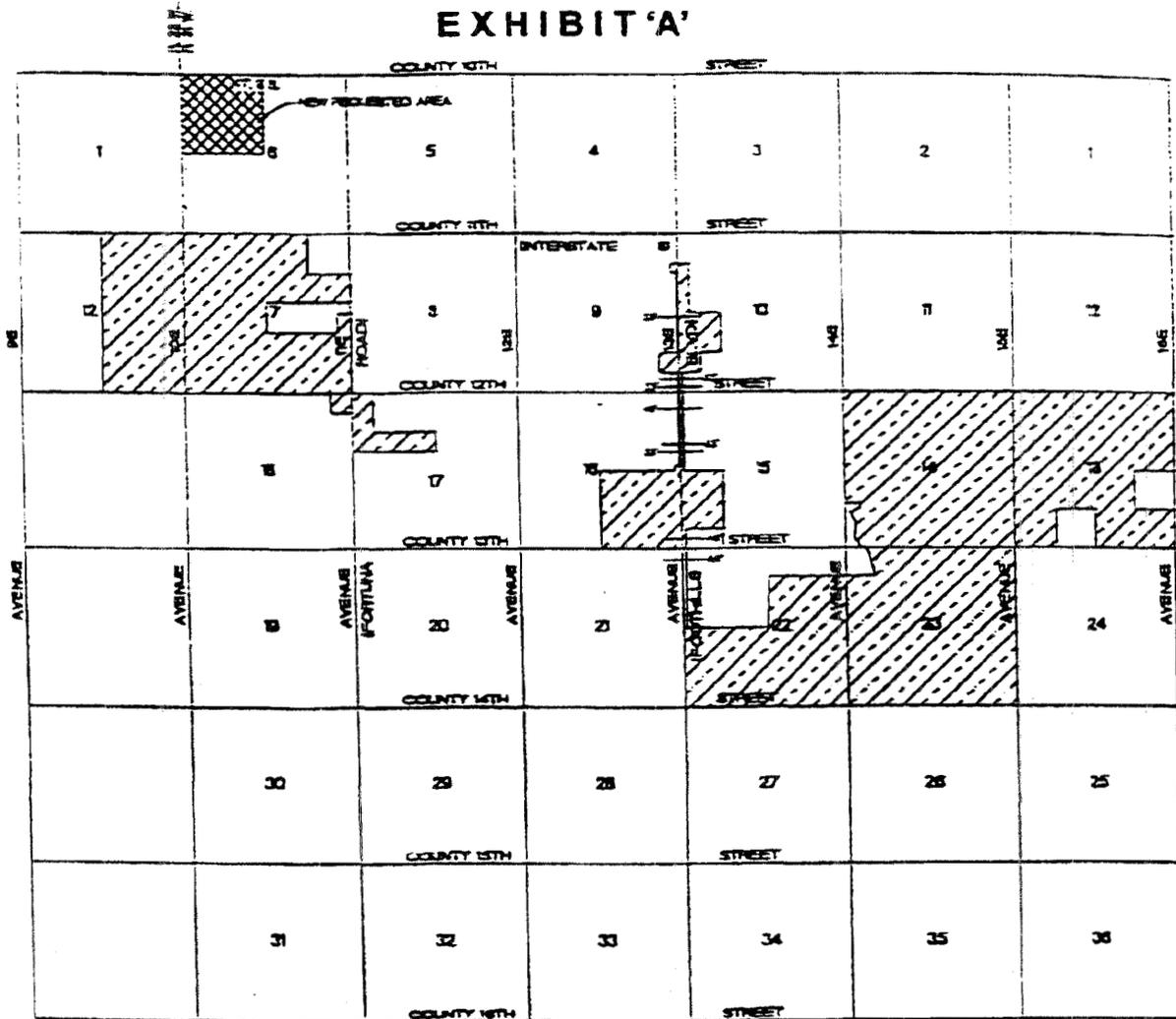
ATTEST:



WALLY HILL, CLERK OF THE BOARD  
YUMA COUNTY BOARD OF SUPERVISORS

# FAR WEST WATER & SEWER, INC. SEWER FRANCHISE BOUNDARY MAP

## EXHIBIT 'A'



**LEGEND:**



EXISTING FAR WEST WATER & SEWER, INC.  
SEWER FRANCHISE BOUNDARY AREA



NEW REQUESTED AREA

**LEGAL DESCRIPTION FOR NEW AREA:**

NW 1/4 SEC 6 T52N, R21W, C. & S.R.2 & 4.

31212



SCALE: 1" = 5000'

 **Access Engineering**  
CIVIL ENGINEERS, PLANNERS/SURVEYORS  
1234 S. 10th Avenue, Suite 1000, Reno, NV 89502

## EXHIBIT "B"

### FAR WEST WATER & SEWER INC.

#### SEWER FRANCHISE LEGAL DESCRIPTIONS IN YUMA COUNTY, ARIZONA

1. The East ½ of Section 12 Township 9 South Range 22 West G&SR B&M
2. Section 7 of Township 9 South Range 21 West G&SR B&M except the NE¼ NE¼ and except the Yuma East Estates No. 1 Subdivision as recorded in Book 13 on pages 94 and 95 at the Yuma County Recorder.
3. The NE¼ NE¼ NE¼ of Section 18 Township 9 South Range 21 W G&SR B&M
4. The S½ NW¼ and the W½ NW¼ NW¼ of Section 17 Township 9 South Range 21 West G&SR B&M.
5. Section 13 Township 9 South Range 21 West G&SR B&M Except the NE¼ SE¼ and the SE¼SW¼.
6. Section 14 Township 9 South Range 21 West G&SR B&M Except that portion of the Foothills Mobile Estates No. 7 Subdivision that is within Section 14 which is recorded in Book 10 on Pages 9&10 at the Yuma County Recorder.
7. Section 23 Township 9 South Range 21 West G&SR B&M Except that portion of the Foothills Mobile Estates No. 13 within Section 23 which is recorded in Book 13 on pages 12 & 13 at the Yuma county Recorder.
8. Section 22 Township 9 South Range 21 West G&SR B&M Except the NW¼ and except that portion of the Foothills Mobile Estates No. 13 within Section 22 which is recorded in Book 13 on pages 12 & 13 at the Yuma County Recorder.
9. The West 50 feet and the South 40 feet of the NW¼ of Section 22 Township 9 South Range 21 West G&SR B&M.
10. The SE¼ and the South 152 feet of the East 212 feet of the NE¼ and the East 33 feet of the SE¼ NE¼ and the East 40 feet of the NE¼ NE¼ of Section 16 Township 9 South Range 21 West G&SR B&M.
11. The NW¼ SW¼ and the N½ SW¼ SW¼ and the West 40 feet of the S½ SW¼ SW¼ and the West 33 feet of the NW¼ of Section 15 Township 9 South Range 21 West G&SR B&M.

12. The West 33 feet and the North 425 feet of the West 433 feet of the SW $\frac{1}{4}$  SW $\frac{1}{4}$  and the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 10 Township 9 South Range 21 West G&SR B&M along with the West 330 feet of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  lying South of the I-8 Right of Way all in said Section 9.
13. The East 33 feet of Section 9 Township 9 South Range 21 West G&SR B&M along with the NE $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  and the East 250 feet of the SE $\frac{1}{4}$  NE $\frac{1}{4}$  lying South of the I-8 Right of Way Line all in said Section 9.

THE FRANCHISE EXPANSION IS:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section Six (6), Township Nine (9) South Range Twenty One (21) West, Gila and Salt River Meridian, Yuma, County, Arizona.

# **Exhibit H – Aquifer Protection Permit**



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.azdeq.gov



Benjamin H. Grumbles  
Director

September 13, 2010

Far West Water & Sewer, Inc.  
Attn: Andrew J. Capestro, Legal Counsel  
12486 South Foothills Boulevard  
Yuma, AZ 85367

**Re: Far West Water & Sewer, Inc. Section 14 Wastewater Treatment Plant  
Minor Amendment to Aquifer Protection Permit #P-105014, LTF #44366**

Dear Mr. Capestro:

On September 4, 2008, the Arizona Department of Environmental Quality (ADEQ) issued a Significant Amendment to Aquifer Protection Permit (APP) #P-105014, for the Far West Water & Sewer, Inc. Section 14 Wastewater Treatment Plant.

As per Arizona Administrative Code (A.A.C) R18-9-211(C)(1), the following corrections have been made to the permit:

- In the permit, on page 4, Section 2.5.1, the title has been changed to 'Discharge Monitoring and Reclaimed Water Monitoring'.
- In the permit, on page 19, in Table IA, a footnote was added for 'Week' and 'Non-Detect' and the footnote for CFU has been revised.
- In the permit, on page 23, in Table IB, flows and enteric virus monitoring has been deleted. The latitude and longitude for sampling point #1 in the Class A+ Reclaimed Water Monitoring Table on page 23 has been corrected to 32° 38' 49" and 114° 23' 31".
- In the permit, on page 27, in Table IIB, the footnote for CFU has been revised.
- In the permit, on page 28, 29, and 30, the table numbering has been changed from Table IIA to Table IIB.

Northern Regional Office  
1801 W. Route 66 • Suite 117 • Flagstaff, AZ 86001  
(928) 779-0313

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

Mr. Capestro  
September 13, 2010

Page 2 of 2

This concludes the list of changes to the permit under this minor amendment; please replace pages 4, 19, 23, 27, 28, 29 and 30 of the original permit with the enclosed new pages. A connotation regarding the minor permit amendment has been added to the bottom of the first page of the permit, but please **do not replace the original signed page** with this one - just append it to the front of the original permit.

Please note: All changes under this minor amendment were administered to the permit only; no changes were made to the Fact Sheet.

Thank you for your assistance with this minor permit amendment. If you have any questions or need further assistance, please contact me at [ss7@azdeq.gov](mailto:ss7@azdeq.gov) or (602) 771-4465.

Sincerely,



Shivani Shah, EES  
APP & Reuse Unit  
Groundwater Section, Water Quality Division

Enclosures: APP #P-105014 amended page nos. 4, 19, 23, 27, 28, 29 and 30

cc: Asif Majeed, Manager, APP & Reuse Unit, ADEQ  
John Gibbons, Manager, Water Quality Compliance Unit, ADEQ  
Matthew Hodge, Manager, Data Unit, Water Quality Compliance Section, ADEQ  
Lynne Dekarske, Environmental Program Specialist, Groundwater Section, ADEQ  
Tricia Cook, Project Manager, Stantec Consulting

WRR10: 0434

STATE OF ARIZONA  
AQUIFER PROTECTION PERMIT NO. P-105014  
PLACE ID NO. 15108, LTF NO. 44366  
SIGNIFICANT AMENDMENT

**1.0 AUTHORIZATION**

In compliance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 2, Articles 1, 2 and 3, Arizona Administrative Code (A.A.C.) Title 18, Chapter 9, Articles 1 and 2, A. A. C. Title 18, Chapter 11, Article 4 and amendments thereto, and the conditions set forth in this permit, Far West Water & Sewer, Inc. is hereby authorized to operate the Far West Water & Sewer, Inc. Section 14 WWTP, located at Yuma, Yuma County, Arizona, over groundwater of the Yuma Basin, in Township 9 South, Range 21 West, Section 14, NW ¼, SW ¼, of the Gila and Salt River Base Line and Meridian.

This permit becomes effective on the date of the Water Quality Division Director's signature and shall be valid for the life of the facility (operational, closure, and post-closure periods), provided that the facility is constructed, operated, and maintained:

1. Following all the conditions of this permit including the design and operational information documented or referenced below, and
2. Such that Aquifer Water Quality Standards (AWQS) are not violated at the applicable point(s) of compliance (POC) set forth below or if an AWQS for a pollutant has been exceeded in an aquifer at the time of permit issuance, that no additional degradation of the aquifer relative to that pollutant and as determined at the applicable POC occurs as a result of the discharge from the facility.

**1.1 PERMITTEE INFORMATION**

<b>Facility Name:</b>	Far West Water & Sewer Inc. Section 14 WWTP	
<b>Permittee:</b>	<b>Mailing Address:</b>	<b>Facility Street Address:</b>
Far West Water & Sewer Inc.	12486 South Foothills Boulevard Yuma, Arizona 85367	12651 S. Avenue 14E Yuma, Arizona 85367
<b>Facility Contact:</b>	Andrew J. Capestro, Legal Counsel	
<b>Emergency Telephone Number:</b>	(520) 342-3344	
<b>Latitude/Longitude:</b>	32° 38' 48"N/114° 23'32" W	
<b>Legal Description:</b>	Township 9 S, Range 21 W, Section 14, NW¼, SW¼	

**1.2 AUTHORIZING SIGNATURE**

\_\_\_\_\_/s/\_\_\_\_\_  
**Joan Card, Director**  
Water Quality Division  
Arizona Department of Environmental Quality  
Signed this 4<sup>th</sup> day of September, 2008

**THIS AMENDED PERMIT SUPERCEDES ALL PREVIOUS PERMITS**

**Minor Amendment on September 10, 2010 (see pages 4, 19, 23, 27, 28, 29 and 30)**

No monitoring is required at POC No. 1 at this time. Section 4.0 TABLE IIA lists the groundwater monitoring requirements for POC No. 2.

The Director may designate additional points of compliance if information on groundwater gradients or groundwater usage indicates the need.

## **2.5 Monitoring Requirements [A.R.S. § 49-243(K)(1), A.A.C. R18-9-A206(A)]**

All monitoring required in this permit shall continue for the duration of the permit, regardless of the status of the facility. All sampling, preservation and holding times shall be in accordance with currently accepted standards of professional practice. Trip blanks, equipment blanks and duplicate samples shall also be obtained, and chain of custody procedures shall be followed, in accordance with currently accepted standards of professional practice. The permittee shall consult the most recent version of the ADEQ Quality Assurance Project Plan (QAPP) and EPA 40 CFR PART 136 for guidance in this regard. Copies of laboratory analyses and chain of custody forms shall be maintained at the permitted facility. Upon request these documents shall be made immediately available for review by ADEQ personnel.

### **2.5.1 Discharge and Reclaimed Water Monitoring**

The permittee shall monitor the wastewater and reclaimed water according to Section 4.0, TABLES IA and IB. A representative sample of the wastewater shall be collected of the discharge from the disinfection unit. All future vadose zone wells shall be equipped with flowmeters in order to accurately measure reclaimed water recharge.

### **2.5.2 Facility / Operational Monitoring**

Operational monitoring shall be conducted according to Section 4.0, TABLE III.

- a. If any damage of the pollution control structures is identified during inspection, proper repair procedures shall be performed. All repair procedures and materials used shall be documented on the Self-Monitoring Report Form (SMRF) submitted quarterly to the ADEQ Water Quality Compliance. If none of the conditions occur, the report shall say "no event" for a particular reporting period. If the facility is not in operation, the permittee shall indicate that fact in the SMRF.
- b. The permittee shall submit data required in Section 4.0, TABLE III regardless of the operating status of the facility unless otherwise approved by the Department or allowed in this permit.

### **2.5.3 Groundwater Monitoring and Sampling Protocols**

The permittee shall monitor the groundwater according to Section 4.0, TABLE IIA.

Static water levels shall be measured and recorded prior to sampling. Wells shall be purged of at least three borehole volumes (as calculated using the static water level) or until field parameters (pH, temperature, conductivity) are stable, whichever represents the greater volume. If evacuation results in the well going dry, the well shall be allowed to recover to 80% of the original borehole volume, or for 24 hours, whichever is shorter, prior to sampling. If after 24 hours there is not sufficient water for sampling, the well shall be recorded as "dry" for the monitoring event. An explanation for reduced pumping volumes, a record of the volume pumped, and modified sampling procedures shall be reported and submitted with the Self-Monitoring Report Form (SMRF).

Ambient groundwater monitoring shall be performed in order to determine existing groundwater quality and will be performed for 1 year.

4.2 COMPLIANCE (or OPERATIONAL) MONITORING

TABLE IA  
ROUTINE DISCHARGE MONITORING - ALL PHASES (continued)

Sampling Point Number	Sampling Point Description	Latitude	Longitude		
1	Effluent sampling point downstream of ultraviolet disinfection	32° 38' 49"	114° 23' 31"		
Parameter	AL	DL	Units	Sampling Frequency	Reporting Frequency
BOD <sub>5</sub> (30-day average)	Not Established <sup>7</sup>	30	mg/l	Daily <sup>8</sup>	Quarterly <sup>9</sup>
BOD <sub>5</sub> (7-day average)	Not Established	45	mg/l	Daily	Quarterly <sup>10</sup>
TSS (30-day average)	Not Established	30	mg/l	Daily	Quarterly <sup>9</sup>
TSS (7-day average)	Not Established	45	mg/l	Daily	Quarterly <sup>10</sup>
Fecal Coliform Single sample maximum	Not Established	23	CFU or MPN <sup>11</sup>	Daily	Quarterly
Fecal Coliform, four (4) of last seven (7) samples in a week <sup>12</sup>	Not Established	Non-Detect <sup>13</sup>	CFU or MPN	Daily	Quarterly
Total Nitrogen <sup>14</sup> : Five-sample rolling geometric mean	8	10	mg/l	Monthly <sup>15</sup>	Quarterly

- <sup>7</sup> Not Established = Monitoring required but no limits have been specified at time of permit issuance.
- <sup>8</sup> Daily = Every day on which a sample can practicably be obtained and delivered in sufficient time for proper analysis, provided that no less than four samples in each calendar week are obtained and analyzed.
- <sup>9</sup> Results obtained every 30 days reported quarterly.
- <sup>10</sup> Results obtained every 7 days reported quarterly.
- <sup>11</sup> CFU = Colony Forming Units / 100ml sample. MPN = Most Probable Number / 100 ml sample. For CFU, a value of <1.0 shall be considered to be non-detect. For MPN, a value of <2.2 shall be considered to be non-detect.
- <sup>12</sup> Week means a seven-day period starting on Sunday and ending on the following Saturday.
- <sup>13</sup> If at least four (4) of seven (7) samples in a week are non-detect, report "yes" in the appropriate space on the SMRF (indicating that the standard has been met). If at least four (4) of seven (7) samples in a week have detections of fecal coliform, report "no" in the appropriate space on the SMRF (indicating that the standard has not been met).
- <sup>14</sup> Total Nitrogen = Nitrate as N + Nitrite as N + Total Kjeldahl Nitrogen.
- <sup>15</sup> A 5-Month Geometric Mean of the results of the 5 most recent samples

4.2 COMPLIANCE (or OPERATIONAL) MONITORING

**TABLE 1B**  
**RECLAIMED WATER MONITORING TABLE, CLASS A+<sup>1</sup>--ALL PHASES**

Sampling Point Number	Sampling Point Identification	Latitude	Longitude
1	Effluent Sampling Point Downstream of Ultraviolet Disinfection	32° 38' 49" N	114° 23' 31" W
Parameter	DL	Units	Reporting Frequency
Total Nitrogen <sup>2</sup> : Five-sample rolling geometric mean	10.0	mg/l	Monthly
Fecal Coliform: Single-sample maximum	23.0	CFU or MPN <sup>3</sup>	Daily <sup>4</sup>
Fecal Coliform: Four (4) of last seven (7) samples	Non-detect <sup>5</sup>	CFU or MPN	Daily
Turbidity <sup>6</sup> : Single reading	5.0	NTU <sup>7</sup>	Every day <sup>8</sup>
Turbidity: 24-hour average	2.0	NTU	Every day

- <sup>1</sup> Reclaimed water monitoring under Table 1B shall be performed in addition to routine discharge monitoring required under Section 4.2, Table 1A.
- <sup>2</sup> Nitrate N, plus Nitrite N, plus Total Kjeldahl Nitrogen (TKN)
- <sup>3</sup> CFU = Colony Forming Units per 100 ml; MPN = Most Probable Number per 100 ml. For CFU, a value of <1.0 shall be considered to be non-detect. For MPN, a value of <2.2 shall be considered to be non-detect.
- <sup>4</sup> For fecal coliform, "daily" sampling means every day in which a sample can practicably be obtained and delivered in sufficient time for proper analysis, provided that no less than four (4) samples in each calendar week are obtained and analyzed.
- <sup>5</sup> If at least four (4) of the last seven (7) samples are non-detect, report "yes" in the appropriate space on the SMRF (indicating that the standard has been met). If at least four (4) of the last seven (7) samples have detections of fecal coliform, report "no" in the appropriate space on the SMRF (indicating that the standard has not been met).
- <sup>6</sup> Turbidimeter shall have a signal averaging time not exceeding 120 seconds. Occasional spikes due to back-flushing or instrument malfunction shall not be considered an exceedance. All exceedances must be explained and submitted to the Department with the corresponding quarterly SMRF.
- <sup>7</sup> NTU = Nephelometric Turbidity Units
- <sup>8</sup> For the single turbidity reading, "every day" means the maximum reading during the 24-hour period.

TABLE IIB  
GROUNDWATER MONITORING—ALL PHASES

Sampling Point Number	Sampling Point Identification			Latitude	Longitude
2	POC No. 2 South of WWTP			32° 38' 46"	114° 23' 30"
Parameter	AL	AQL	Units	Sampling Frequency	Reporting Frequency
Total Nitrogen <sup>19</sup>	Not Established	Not Established	mg/l	Monthly	Quarterly
Nitrate-Nitrite as N	Not Established	Not Established	mg/l	Monthly	Quarterly
Total Kjeldahl Nitrogen (TKN)	Not Established	Not Established	mg/l	Monthly	Quarterly
Total Coliform	Absence	Absence <sup>20</sup>	CFU or MPN <sup>21</sup>	Monthly	Quarterly
Water Table	Not Established	Not Established	Feet below land surface	Monthly	Quarterly

<sup>17</sup> AL = Alert Level.

<sup>18</sup> AQL = Aquifer Quality Limit.

<sup>19</sup> Total Nitrogen is equal to nitrate as N plus nitrite as N plus TKN.

<sup>20</sup> A positive result for total coliform may be verified with an analysis for fecal coliform. A positive result for fecal coliform shall be considered an exceedance of the AQL for total coliform.

<sup>21</sup> CFU = Colony Forming Units per 100 ml, MPN = Most Probable Number per 100 ml. For CFU, a value of <1.0 shall be considered to be non-detect. For MPN, a value of <2.2 shall be considered to be non-detect.

## 4.2 COMPLIANCE (or OPERATIONAL) MONITORING

**TABLE IIB**  
**COMPLIANCE GROUNDWATER MONITORING—ALL PHASES (Continued)**

Parameter	AL	AOI	Units	Sampling Frequency	Reporting Frequency
<b>Metals (Total):</b> (Sampling Point 2 only) <sup>22</sup>					
Antimony	Not Established	Not Established	mg/l	Quarterly	Quarterly
Arsenic	Not Established	Not Established	mg/l	Quarterly	Quarterly
Barium	Not Established	Not Established	mg/l	Quarterly	Quarterly
Beryllium	Not Established	Not Established	mg/l	Quarterly	Quarterly
Cadmium	Not Established	Not Established	mg/l	Quarterly	Quarterly
Chromium	Not Established	Not Established	mg/l	Quarterly	Quarterly
Cyanide (As free cyanide)	Not Established	Not Established	mg/l	Quarterly	Quarterly
Fluoride	Not Established	Not Established	mg/l	Quarterly	Quarterly
Lead	Not Established	Not Established	mg/l	Quarterly	Quarterly
Mercury	Not Established	Not Established	mg/l	Quarterly	Quarterly
Nickel	Not Established	Not Established	mg/l	Quarterly	Quarterly
Selenium	Not Established	Not Established	mg/l	Quarterly	Quarterly
Thallium	Not Established	Not Established	mg/l	Quarterly	Quarterly

<sup>22</sup> Metals will also be samples and reported as sampling point 3 if and when there is any verified AL exceedance of one or more Metal at Sampling point 2.

4.2 COMPLIANCE (or OPERATIONAL) MONITORING

TABLE IIB  
GROUNDWATER MONITORING—ALL PHASES (Continued)

Parameter	AD	AOL	Units	Sampling Frequency	Reporting Frequency
<b>Volatile Organic Compounds (VOCs):</b> (Sampling Point 2 only)					
Benzene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Carbon tetrachloride	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
o-Dichlorobenzene	0.48	0.6	mg/l	Semi-Annually	Semi-Annually
para-Dichlorobenzene	0.06	0.075	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,1-Dichloroethylene	0.0056	0.007	mg/l	Semi-Annually	Semi-Annually
cis-1,2-Dichloroethylene	0.05	0.07	mg/l	Semi-Annually	Semi-Annually
trans-1,2-Dichloroethylene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Dichloromethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
1,2-Dichloropropane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Ethylbenzene	0.56	0.7	mg/l	Semi-Annually	Semi-Annually
Monochlorobenzene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Styrene	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
Tetrachloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Toluene	0.8	1.0	mg/l	Semi-Annually	Semi-Annually
Trihalomethanes (total) <sup>23</sup>	0.08	0.1	mg/l	Semi-Annually	Semi-Annually
1,1,1-Trichloroethane	0.16	0.2	mg/l	Semi-Annually	Semi-Annually
1,2,4 - Trichlorobenzene	0.056	0.07	mg/l	Semi-Annually	Semi-Annually
1,1,2 - Trichloroethane	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Trichloroethylene	0.004	0.005	mg/l	Semi-Annually	Semi-Annually
Vinyl Chloride	0.0016	0.002	mg/l	Semi-Annually	Semi-Annually
Xylenes (Total)	8.0	10.0	mg/l	Semi-Annually	Semi-Annually

<sup>23</sup> Total Trihalomethanes consist of Bromoform, Bromodichloromethane, Chloroform, and Dibromochloromethane.

4.2 COMPLIANCE (or OPERATIONAL) MONITORING

TABLE IIB  
GROUNDWATER MONITORING—ALL PHASES (Continued)

Parameter	AL	AQL	Units	Sampling Frequency	Reporting Frequency
<b>Indicator Parameters / Major Cations and Anions:</b> (Sampling Point 2 only)					
pH (field)	Monitor	Monitor	S.U.	Quarterly	Quarterly
Iron	Monitor	Monitor	mg/l	Quarterly	Quarterly
Manganese	Monitor	Monitor	mg/l	Quarterly	Quarterly
Total Organic Carbon	Monitor	Monitor	mg/l	Quarterly	Quarterly
Total Dissolved Solids	Monitor	Monitor	mg/l	Quarterly	Quarterly
Sodium	Monitor	Monitor	mg/l	Quarterly	Quarterly
Potassium	Monitor	Monitor	mg/l	Quarterly	Quarterly
Calcium	Monitor	Monitor	mg/l	Quarterly	Quarterly
Magnesium	Monitor	Monitor	mg/l	Quarterly	Quarterly
Chloride	Monitor	Monitor	mg/l	Quarterly	Quarterly
Sulfate	Monitor	Monitor	mg/l	Quarterly	Quarterly
Alkalinity	Monitor	Monitor	mg/l	Quarterly	Quarterly
Specific Conductivity (field)	Monitor	Monitor	mmhos/cm	Quarterly	Quarterly