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Arizona Corporation Commission
Utilities Division

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Dock.# W1-019794-05-0645

Doc #
48657

**WATER FACILITIES
EXTENSION AGREEMENT**

This Agreement is between Silverwell Service Corporation, doing business as Watco, Inc., an Arizona Corporation ("Company"), with offices at P.O. Box 1270, Show Low, Arizona 85902, and Cedar Vista Property, LLC ("Developer"), with offices at 1110 S. Park Tucson, Arizona 85719.

Arizona Corporation Commission
DOCKETED

APR 30 2012

RECITALS

DOCKETED BY
Section 2, of JM

- A. Company is a public service corporation within the meaning of Article 18, Section 2, of the Arizona Constitution, and is authorized to provide potable water service within portions of Navajo County, Arizona, in accordance with a Certificate of Convenience and Necessity ("CC&N") granted by the Arizona Corporation Commission ("Commission").
- B. Company is obligated to provide safe and affordable water service to the public.
- C. Company's water operations are governed by numerous federal and state statutes and regulations, and are subject to regulation by numerous federal and state agencies.
- D. Developer has completed construction of a 54 lot development known as Cedar Mesa Ridge ("Development"), legally described and mapped in Exhibit A.
- E. Developer has constructed potable water facilities to provide water service to the Development ("Facilities") partially described in Exhibit B. Developer will provide Company oversized improvement plans that describe the Facilities in greater detail. The cost of the Facilities is approximately \$735,689.00, as shown in Exhibit C.
- F. The well, storage, and pumping equipment was built on property owned by Canyon Vista Properties, LLC ("Canyon Vista") and Shumway 75, LLC ("Shumway"). The cost of construction of the well, storage and pumping equipment of \$239,512.00 was shared with Developer paying 35% or \$84,179.20, Canyon Vista paying 35% or \$84,179.20 and Shumway paying 30% or \$71,153.60. The construction costs for the well, storage and pumping equipment is attached hereto as Exhibit D. Any main extension agreements between the Company and Canyon Vista or Shumway shall reflect their respective investment in the well, storage and pumping equipment.

RECEIVED
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AZ CORP COMMISSION
DOCKET CONTROL

RECEIVED

OCT 29 2007

AZ CORP COMM
Director Utilities

AGREEMENT

The parties agree as follows:

1.0 Recitals Incorporated.

1.1 The recitals set forth above and all attached exhibits are hereby expressly incorporated and included as part of this Agreement.

2.0 Developer's Obligations.

2.1 Developer will permanently transfer to Company, or cause to be permanently transferred to Company, at no cost to Company:
Facilities; and

2.1.1 Property including Developer's interest in real property, rights-of-ways, easements, fixtures, as well as rights and privileges pertaining to property including access and use, water rights and claims, and utility rights ("Real Property Interests") reasonably required by Company to operate and maintain the Facilities.

2.1.2 Any Developer's interest in Tract D cited on the plat set forth in Exhibit E.

2.2 Developer will give Company warranty deeds to Real Property Interests where the Facilities well, storage, pumping equipment, and similar Facilities equipment is located free of liens and encumbrances.

2.3 Developer will give Company at no cost, and/or agree that Company can access and use, at no cost, easements or rights-of-way where the Facilities water transmission infrastructure is located so Company can operate and maintain those Facilities.

2.3.1 All private easements or rights-of-way are free of physical encroachments, encumbrances, or obstacles and will accommodate heavy equipment used to operate, repair, and maintain Facilities as shown on Exhibit A.

2.4 Developer will assign all warranties of the Facilities to Company and Developer affirms that all warranties of the Facilities will be effective until at least two years after ADEQ approval of construction.

2.5 Developer will provide Company with the following:

2.5.1 Facilities' water master plan prepared by a licensed engineer;

2.5.2 Facilities' plans and specifications prepared by a licensed engineer;

2.5.3 Engineering Water Use Data Sheet or an Engineering Design Report if requested by the Commission.

2.5.4 Developer's letter of adequate water supply stating there is adequate water for the Development;

2.5.5 Drinking water source approval;

2.5.6 Applicable Certificates of Approval to Construct for the well and distribution system; and

2.5.7 Applicable Certificates of Approval of Construction for the well and distribution system.

2.6 Upon execution of this Agreement, Developer will pay Company a non-refundable development plan review, inspection, and administration fee of \$2,500.

3.0 Company's General Obligations.

3.1 Upon the execution of this Agreement, the Company accepts the Real Property Interests and Facilities.

3.2 If any portion of Facilities construction has not been completed when this Agreement is executed, then Developer will complete construction of that portion of Facilities, finalize all permitting requirements for that portion of Facilities, and transfer clear and unencumbered title of that portion of Facilities at no cost to Company in a timely manner.

3.3 After accepting the Facilities and Real Property Interests, Company will operate and maintain the Facilities as long as the Developer has finalized construction of the Facilities, permitted those Facilities, and transferred those Facilities to Company as set forth in subparagraph 3.2.

3.4 Developer can continue to withdraw water for construction purposed until either December 31, 2007 or Developer's construction activities at the Development end, whichever comes first("Use Period"). During the Use Period, the Company has first right to water to meet water customer needs as required by Commission regulation. During the Use Period, Developer will be responsible for all operation and maintenance costs of the Facilities, including but not limited to, power and repair costs. When the Use Period ends, Developer will ensure that Facilities are in good repair consistent with sound utility practice.

3.5 If Developer is not able to finish road construction before December 31, 2007, then Developer can request in writing that the Use Period extend until June 30, 2008 or until Developer's road construction activities at the Development end, whichever comes first. Company must approve Use Period extension in writing, and such approval will not be unreasonably withheld. All terms of Use Period set forth in paragraph 3.4 will continue during any Use Period extension.

3.6 Company will refund 10% of its gross annual revenues derived from water sales to customers served by the Facilities for 10 consecutive refund years.

3.7 Refund year 1 will begin on July 1, 2008 and will end on June 30, 2009. Refund years 2 through 10 will each date from July 1 to June 30. Each refund year Company will make annual refund payments to Developer by August 31.

4.0 Simultaneous Execution.

4.1 It is the parties' intent that within 30 days of the execution of this Agreement, the Company and Canyon Vista Properties, LLC shall enter into an extension agreement with terms consistent with the terms set forth in this Agreement.

5.0 Effective Date of the Agreement.

5.1 The effective date of this Agreement shall be the date this Agreement is executed by both parties.

5.2 Notwithstanding any other provision in this Agreement, Developer understands and agrees that prior to initiating water service Company must receive free and clear title to the real property where wells, storage, pumping equipment, treatment equipment, and similar facilities are located, including any property owned by Canyon Vista and Shumway 75 and all of the potable water system facilities must be free and clear of liens and released by any contractor, subcontractor, or vendor.

6.0 Assignment.

6.1 Neither Company nor Developer may assign its rights or obligations under this Agreement without the other party's prior written consent. This consent may be withheld only for good cause.

7.0 Binding Agreement.

7.1 This Agreement binds, and inures to the benefit of, the parties, and their respective legal representatives, administrators, executors, agents, successors, and assigns.

8.0 Applicable Law.

8.1 Arizona law governs this Agreement and its performance is subject to regulation by the State of Arizona as well as federal, state, and local regulatory agencies with jurisdiction.

9.0 Waivers

9.1 Either party may waive any provision of this Agreement intended for its benefit.

9.2 Any waiver must be in writing.

9.3 No waiver of a provision will operate to waive any other provision.

9.4 If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term.

10.0 Communications.

10.1 Communications under this Agreement should be addressed as follows:

Company:

Silverwell Service Corporation/Watco
P.O. Box 1270
Show Low, AZ 85902

Developer:

Canyon Vista Properties, LLC
1110 S. Park Avenue
Tucson, Arizona 85719

10.2 A party changing their address will notify the other party in writing.

11.0 Agents.

11.1 Company is not an agent for Developer and will not incur any costs or expenses on Developer's behalf. Developer is not an agent for Company and will not incur any costs or expenses on Company's behalf.

12.0 Headings.

12.1 The headings in this Agreement are for reference purposes and do not limit or define any provision.

13.0 Further Documentation.

13.1 Each party agrees in good faith to execute any additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

14.0 Counterparts.

14.1 This Agreement may be executed in counterparts.

15.0 Entire Agreement.

15.1 This Agreement contains the entire understanding among the parties. This Agreement may be amended only by an instrument in writing signed by all parties. All amendments to this Agreement must be in writing and signed by the Parties.

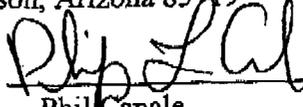
Signed by the parties as of 10-15, 2007:

Company
Silverwell Service Corporation
P.O. Box 1270
Show Low, AZ 85902

By: 
Mark Grapp

Its: President

Developer
Cedar Vista Property, LLC
1110 S. Park Avenue
Tucson, Arizona 85719

By: 
Phil Canale

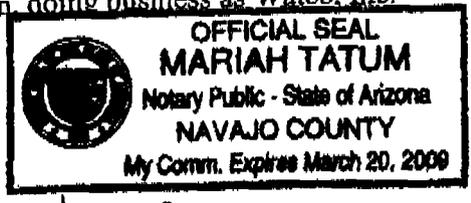
Its: MANAGER

STATE OF Arizona)
) ss.
County of Navajo)

The foregoing instrument was acknowledged before me on 10/15/, 2007 by

Mark Grapp, President of Silverwell Service Corporation, doing business as Watco, Inc.

Mariah Tatum
Name
Notary
Title



My Commission expires: 3/20/2009

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2007 by

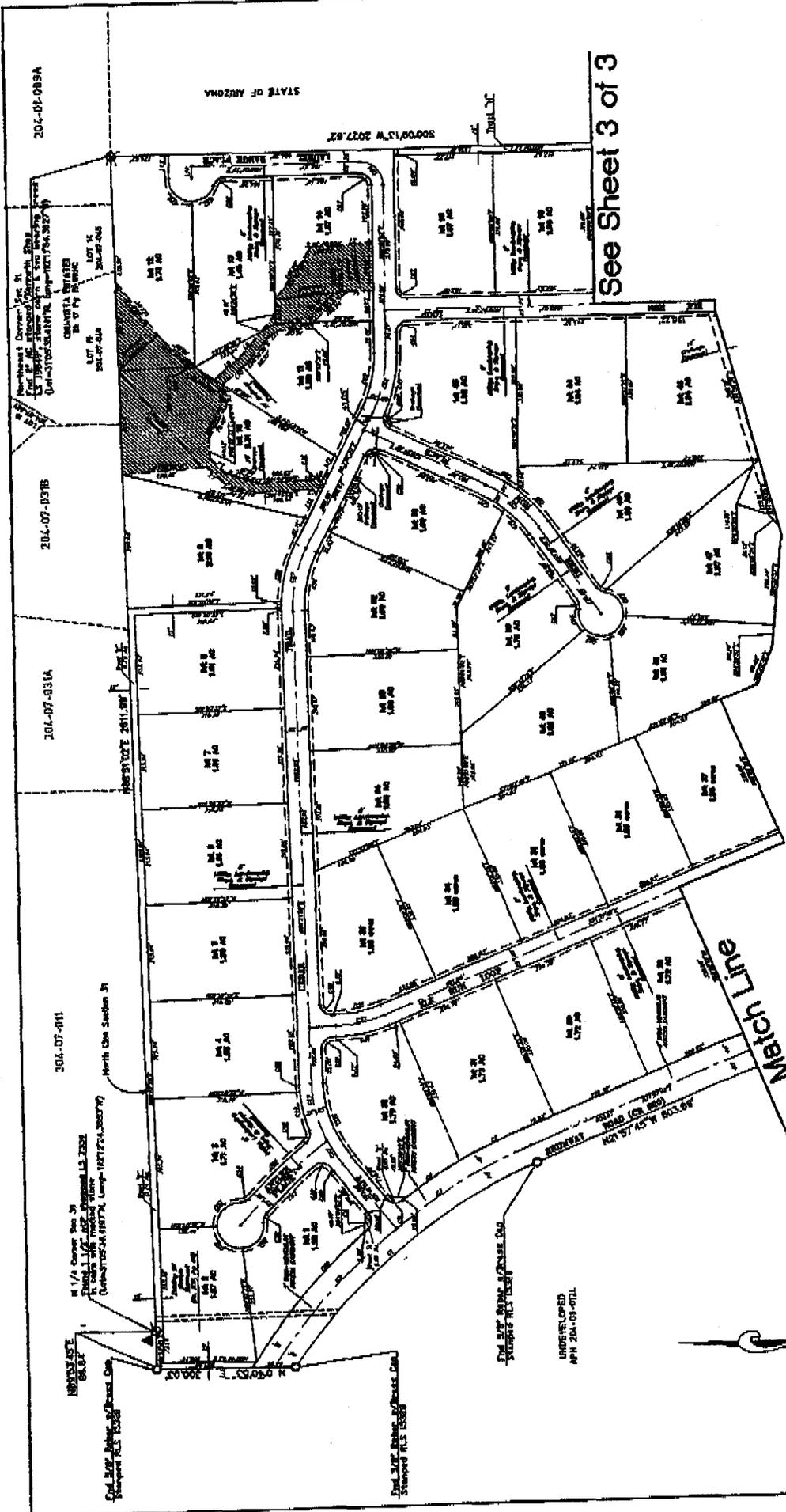
_____, _____ of Cedar Vista Property, LLC.

Name

Title

My Commission expires: _____

EXHIBIT A



See Sheet 3 of 3



MGP Engineering Group
 1000 N. GILBERT ST. SUITE 100
 PHOENIX, AZ 85028
 TEL: 602.998.1111
 FAX: 602.998.1112

FINAL PLAN

CEDAR MESA RIDGES

DATE	NO.	DESCRIPTION
05/14/07	0084	ISSUED FOR PERMITS
02/01/08	2	OF 3



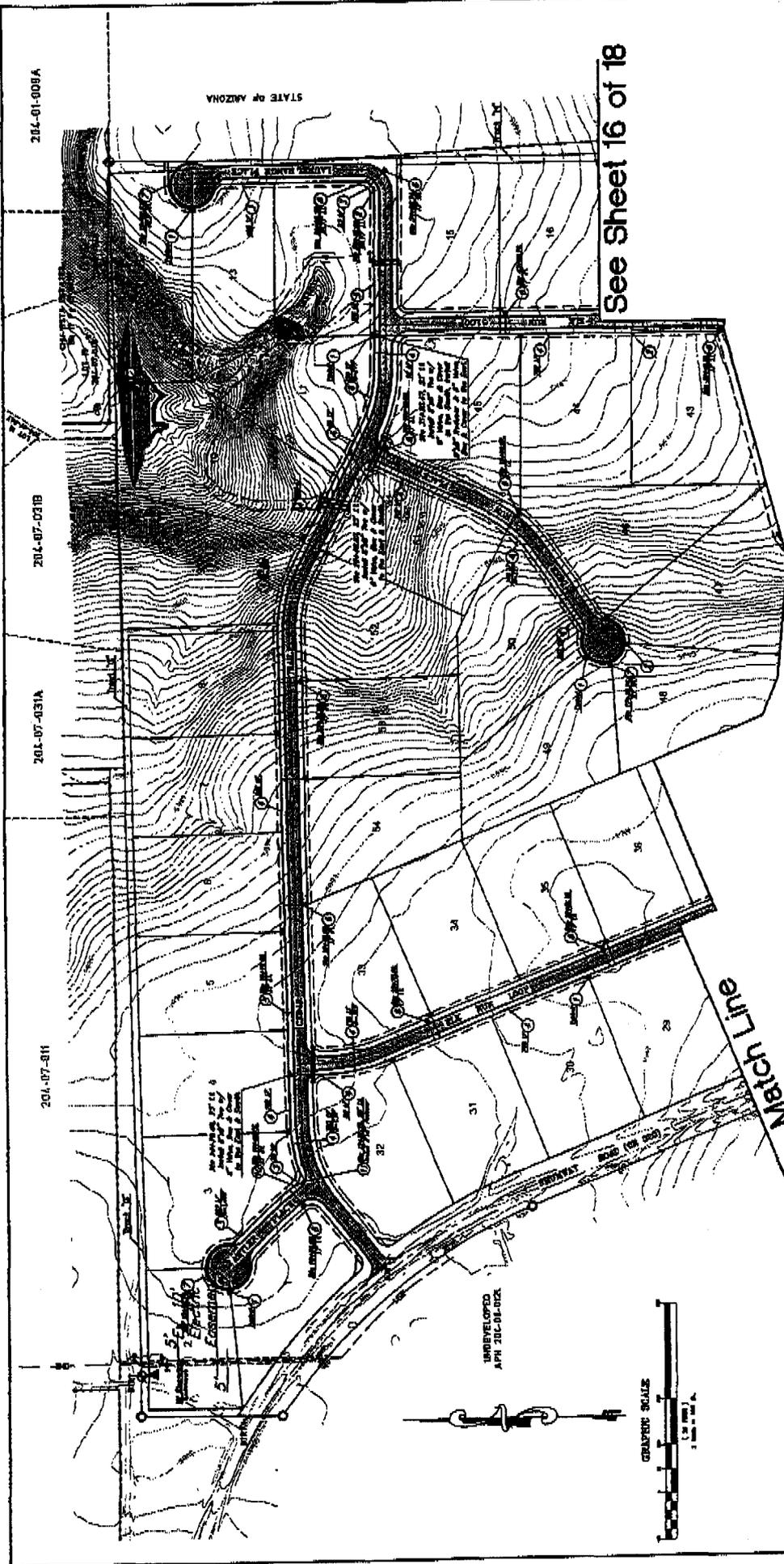
BENCHMARK

MARK 17
 1000 N. GILBERT ST. SUITE 100
 PHOENIX, AZ 85028
 TEL: 602.998.1111
 FAX: 602.998.1112

LINE	START	END	LENGTH	AREA	PERIMETER
1	100.00	100.00	0.00	0.00	0.00
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41	100				

EXHIBIT B



See Sheet 16 of 18

Murphy Engineering Group
 1801 N. WILSON ST. SUITE 200
 PHOENIX, AZ 85016
 TEL: 602-998-8822
 FAX: 602-998-8823
 201-07-011 WATER PLAN

MURPHY ENGINEERING GROUP	
DATE	2007-07-11
BY	MARK GRAPP
CHECKED	MARK GRAPP
SCALE	AS SHOWN
SHEET	16 OF 18



BENCHMARK
 Mark V. J. ...
 ...

ESTIMATED QUANTITIES

NO.	DESCRIPTION	QTY	UNIT
1
2
3
4
5
6
7
8
9
10
11
12

- CONSTRUCTION NOTES**
1. Detail Check Water After Service Per
 2. Detail Check Water After Service Per
 3. Detail Check Water After Service Per
 4. Detail 6" x 6" PVC Manhole
 5. Detail 6" x 6" PVC Manhole
 6. Detail 6" x 6" PVC Manhole
 7. Detail 6" x 6" PVC Manhole
 8. Detail 6" x 6" PVC Manhole
 9. Detail 6" x 6" PVC Manhole
 10. Detail 6" x 6" PVC Manhole
 11. Detail 6" x 6" PVC Manhole
 12. Detail 6" x 6" PVC Manhole

EXHIBIT C

Cedar Vista Properties

1110 S. Park Avenue
Tucson, AZ 85719

Phone (520) 620-6770
Fax (520) 798-3724

EXHIBIT "C"

Cedar Mesa Ridge Water Infrastructure Cost Breakdown

7200' 8" Waterline	\$432,000
420' 12" Waterline	\$ 42,000
800' 6" Waterline	\$ 48,000
Fire Hydrant	\$ 69,000
1" Split Water Service	\$129,689
<u>3/4" Water Service</u>	<u>\$ 15,000</u>
<u>TOTAL</u>	<u>\$735,689</u>

EXHIBIT D

Sierra Pipeline, LLC

January 03, 2005

Re: Well Site Proposal

We propose to furnish all labor, material and equipment needed to construct the following:

<u>Storage Tank:</u> 120,000 gallon, for the sum of:	<u>\$51,631</u>
Off-Load and Equipment	<u>\$500</u>
<u>Pressure Tank:</u> 100 PSI, for the sum of:	<u>\$15,677</u>
Off-Load and Equipment	<u>\$500</u>
<u>1 Fire Pump:</u> 30 H.P., 650 gpm, electrical panel & fuses, for the sum of:	<u>\$5,604</u>
<u>2 Alternate 7.5 Pumps:</u> 1 alternate duplex panel & fuses, for the sum of:	<u>\$5,829</u>
<u>Concrete Work:</u> for pumps, for pressure tank, for storage tank:	<u>\$2,585</u>
<u>Gravel & Ring:</u> for storage tank, ESTIMATED at:	<u>\$4,400</u>
<u>150' X 150' Fence:</u> for the sum of:	<u>\$8,892</u>
<u>Compressor:</u> for the sum of:	<u>\$1,260</u>
<u>Electrical Wiring & Controls:</u> ESTIMATED at:	<u>\$7,000</u>
<u>Liquid Level Site Glass:</u> for the sum of:	<u>\$200</u>
<u>Metal Building:</u> 18' Wide x 24' Long, for the sum of:	<u>\$15,333</u>
<u>Concrete Work:</u> for metal building, for the sum of:	<u>\$2,940</u>
<u>Permits:</u> for construction of metal building, ESTIMATED at:	<u>\$500</u>
<u>Miscellaneous:</u> valves & pressure switch at pressure tank, ESTIMATED:	<u>\$1,500</u>
<u>Floor Drain System:</u> for the sum of:	<u>\$750</u>
<u>Piping/Valves:</u> and installation, ESTIMATED at:	<u>\$23,100</u>
<u>Well Drilling:</u> for the sum of:	<u>\$29,447</u>
<u>Well Pump:</u> for the sum of:	<u>\$15,411</u>
<u>Contingency:</u> for the sum of:	<u>\$5,000</u>
<u>Supervision and Labor for Entire Project:</u> for the sum of:	<u>\$5,000</u>

GRAND TOTAL (includes taxes): \$211,318

If you have any questions, please call Phil Canale @ (520) 620-6770. Thank you.

1110 South Park Avenue * Tucson, Arizona 85719
 (520) 620-6770 * Fax (520) 798-3724
 ROC Lic. No. 108927-A

White Drilling & Pump

1351 South Main St
 Snowflake, AZ 85937
 Fax: (928) 536-2091
 Phone: (928) 536-4414

Invoice

DATE	INVOICE #
12/14/2004	6366

BILL TO
Canyon Vista job 1

SHIP TO
Shumway rd.

P.O. NO.	TERMS	PROJECT
Otis #1	Due on receipt	

QTY	DESCRIPTION	RATE	AMOUNT
1	State Permit fee	150.00	150.00
20	Ft. of 14" bore hole with 12" surface casing	40.00	800.00T
463	Ft. of 11" bore hole	30.00	13,890.00T
2	11" Bit costs	1,500.00	3,000.00
465	Ft. of 8" steel casing	16.50	7,672.50T
1	Labor to weld & install 8" casing in well	1,950.00	1,950.00T
1	Seal top 20 Ft. of well per State Law	500.00	500.00T
10	Hrs Labor to developed well with surge & bail (ready to set pump)	50.00	500.00
	AZ Sales Tax@ Contractor rate	3.965%	983.82

PAID
10,000.00
 11-22-04

Thank you for the opportunity to be of service.	Total	\$29,446.32
-------------------------------------------------	--------------	--------------------

Willis Drilling & Pump

1351 South Main St.
 Snowflake, AZ 85937
 Fax: (928) 536-2091
 Phone: (928) 536-4414

PROPOSAL

DATE	ESTIMATE NO.
12/16/2004	99802

NAME / ADDRESS
Canyon Vista Job 1

TERMS	PHONE	FAX	JOBSITE:	
50% deposit	602-717-4096	928-368-8820	Shumway, Az.	
QTY	DESCRIPTION		COST	TOTAL
1	20-HP 460 V. 3-PH 225 GPM Model 6T-225 pump & motor Berkeley		5,722.00	5,722.00T
1	20-HP 460 V. 3-PH pumping plant panel		1,285.00	1,285.00T
360	Ft. of 3" PVC Sed 80 Certa lock drop pipe		7.88	2,836.80T
380	Ft. of #8-4 submersible pump cable		2.35	893.00T
1	8" X 3" sanitary well seal		250.00	250.00T
1	3" Stainless steel Tee		106.00	106.00T
1	3" Stainless steel check valve with Certa lock adapters		364.00	364.00T
2	Stainless steel 3" nipples with Certa lock adapters		48.00	96.00T
1	Labor to install new pump in well		600.00	600.00
1	Lab. Fees and paper work for water testing to satisfy DEQ		2,800.00	2,800.00
	Rental fees on generator & fuel cost for testing well to be billed after well is pumped & tested			
	AZ Sales Tax@ Contractor rate		3.965%	458.07
Thank you for the opportunity to be of service.			TOTAL	\$15,410.87

Thank you for considering us for your well and water system needs. We have been in the Snowflake area since 1951. We know our job and we guarantee our work. We would like to do your work for you.

SIGNATURE:

Kelly J. Willis

EXHIBIT E

LEGAL DESCRIPTION

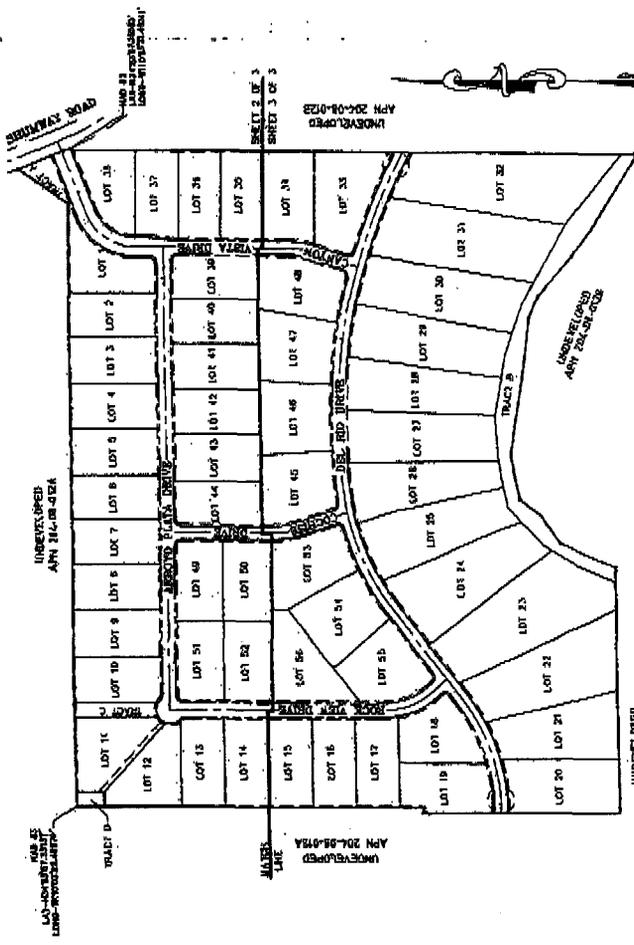
A PART OF CANYON VISTA ESTATES, A PORTION OF SECTION 31, RANGE 22 EAST, GILA & SALT RIVER MERIDIAN, TOWNSHIP 12 NORTH, NAVAJO COUNTY, ARIZONA. ...

LEGEND:

- As-shown Boundary Measurement as Shown
As-shown Boundary Measurement as Shown
As-shown Boundary Measurement as Shown

FINAL PLAT OF CANYON VISTA ESTATES

A PORTION OF SECTION 31, RANGE 22 EAST, GILA & SALT RIVER MERIDIAN, TOWNSHIP 12 NORTH, NAVAJO COUNTY, ARIZONA.



NOTES:

- 1. The area shown is the same as that shown on the plat of Canyon Vista Estates, a portion of Section 31, Range 22 East, Gila & Salt River Meridian, Township 12 North, Navajo County, Arizona, recorded in Public Records of Navajo County, Arizona, Book 10, Page 125.

REQUESTED VARIANCES:

- 1. Section 31.02, No. 10, Code and Ordinance of Navajo County, Arizona.
2. Section 37.04, No. 1, Code and Ordinance of Navajo County, Arizona.

TRACTS:

- 1. TRACT 1 (AREA 1) - 4.53 ACRES, BEING THE ENTIRE TRACT OF LAND SHOWN AS TRACT 1 ON THE PLAT OF CANYON VISTA ESTATES, A PORTION OF SECTION 31, RANGE 22 EAST, GILA & SALT RIVER MERIDIAN, TOWNSHIP 12 NORTH, NAVAJO COUNTY, ARIZONA, RECORDED IN PUBLIC RECORDS OF NAVAJO COUNTY, ARIZONA, BOOK 10, PAGE 125.

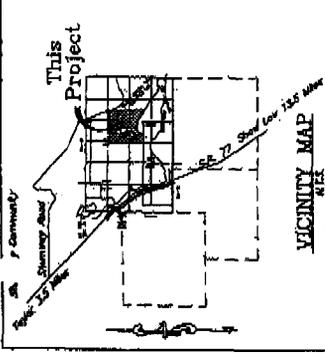
SURVEYOR'S CERTIFICATION:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office.



APPROVALS:

NAVAJO COUNTY BOARD OF SUPERVISORS
NAVAJO COUNTY ENGINEER



DEDICATION:

THE UNDERSIGNED, MARK GRAPP, SURVEYOR, DO HEREBY DEDICATE TO THE PUBLIC THE RIGHT OF WAY AND EASEMENTS SHOWN ON THE PLAT OF CANYON VISTA ESTATES, A PORTION OF SECTION 31, RANGE 22 EAST, GILA & SALT RIVER MERIDIAN, TOWNSHIP 12 NORTH, NAVAJO COUNTY, ARIZONA, RECORDED IN PUBLIC RECORDS OF NAVAJO COUNTY, ARIZONA, BOOK 10, PAGE 125.

ACKNOWLEDGEMENT:

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Arizona, do hereby certify that the foregoing is a true and correct copy of the original plat on file in my office.

FINAL PLAT
CANYON VISTA ESTATES
SHEET 1 OF 3