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2013 JUL 15 P 3:22

AZ CORP COMMISSION
DOCKET CONTROL

0000146935

Transcript Exhibit(s)

Arizona Corporation Commission
DOCKETED
JUL 15 2013
DOCKETED BY nr

Docket #(s): W-04254A-12-0204

W-04254A-12-0205

W-04254A-12-0206

W-04254A-12-0207

W-04254A-11-0323

W-04254A-08-0361

W-04254A-08-0362

Exhibit #: A5-A13, A15-A28, A34, A43, A44, A45, A52, A54, A55, A56

PART 4 OF 4. FOR PART 1 PLEASE SEE BARCODE 0000146932, FOR PART 2 SEE BARCODE 0000146933, FOR PART 3 SEE BARCODE 0000146934

ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission
DOCKETED
SEP 04 2012
DOCKETED BY

COMMISSIONERS

GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO INSTALL A WATER LINE FROM THE WELL ON TIEMANN TO WELL NO. 1 ON TOWERS	DOCKET NO. W-04254A-12-0204
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO PURCHASE THE WELL NO. 4 SITE AND THE COMPANY VEHICLE	DOCKET NO. W-04254A-12-0205
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING FOR AN 8,000 GALLON HYDRO-PNEUMATIC TANK	DOCKET NO. W-04254A-12-0206
IN THE MATTER OF THE RATE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC.	DOCKET NO. W-04254A-12-0207

Insufficiencies

MRWC hereby submits its response to Staff's list of insufficiencies. Should Staff request additional information, MRWC will submit the required documents.

Patricia D. Olsen

EXHIBIT
A-5
ADMITTED

Item #1

Subject: Deficiencies – Item 1

From: Patricia Olsen (patsy@montezumawater.com)

To: GBecker@azcc.gov;

Date: Monday, August 13, 2012 6:26 PM

1. The revenue of $101,276 shown on page 8 of he application includes adjustments such as late charges, reconnection fees, account deposits, set up fees, reconnection fees, returned check fees. The total for these fees is $3,971. The corrected amount should be $97,305.

Patricia Olsen, President
Montezuma Rimrock Water Co. LLC
P.O. Box 10, Rimrock, AZ 86335
928-592-9211
http://www.montezumawater.com/

From: Gerald Becker <GBecker@azcc.gov>
To: "patsy@montezumawater.com" <patsy@montezumawater.com>
Sent: Thursday, July 26, 2012 4:15 PM
Subject: Emailing: 0000137682.pdf

This footnote confirms that this email message has been scanned to detect malicious content.

If you experience problems, please contact postmaster@azcc.gov

Item #2

Item #2 **NARRATIVE DESCRIPTION OF APPLICATION FOR RATE ADJUSTMENT**

Instructions:

Please provide the reasons for your requested rate adjustment by checking the appropriate box(es) below. If desired, the Company may also attach a written narrative regarding its reasons for the requested rate adjustment. Your narrative may also include efforts made by the utility to control costs/expenses and/or mitigate the amount of rate adjustment.

[X] Changes in current, compared to past operations, that necessitate the rate adjustment
Please explain:

___The change in current operations which necessitate the rate adjustment is the federally mandated arsenic treatment system which was installed. The current water storage tanks leak profusely and must be replaced. They are beyond repair. The hydropneumatic tank at well site #1 must be replaced due to its age and inability for any further repairs.

[ ] Descriptions and/or calculations of adjustments made to amounts that are included in this application that are different than amounts recorded in your books/ledgers (pro forma adjustments)
Please explain:

[x] Significant factors influencing your revenues, expenses and/or rate base
Please explain:

The installation and lease of the Arsenic Treatment System. There have been extensive legal expenses incurred related to the intervention of John Dougherty.

[x] Anticipated growth/decline in customers expected in the next two years, the amount of anticipated construction to serve those customers, and how financed; the type of customers served by the utility, e.g. residential, irrigation, small retail businesses, large commercial. etc.
Please explain:

There is no anticipated growth or decline expected within MRWC's service area within the next two years.

[X] Anticipated construction
Please explain:

The two 10,000 gallon storage tanks have been in use since the year 2000. They were of poor quality and construction. The tanks do not have interior epoxy coating, are leaking and are beyond repair. They need replacing and should be upgraded to 30,000 gallon storage tanks to provide the adequate storage capacity needed for fire protection.

Item #3

Item #3

STATEMENTS IN SUPPORT OF RATE REQUEST

Complete the following statements in support of your rate request.

__Montezuma Rimrock Water Company LLC___(the "Company") is required to submit a Rate Case Application per Decision No. 71317. The information contained in this application is based upon a twelve-month Test Year ending _12/31/11__(mm/dd/yy). The Company had total operating revenues of $__101,276__, served _202__ metered and _0_ un-metered (from page 19) customers, and **sold** _____12769 thousand_____ gallons of water during the Test Year. (from page 16)

The Company is requesting a(n) increase/decrease in revenues in the amount of $__43,400_____. This equates to a rate increase of ~$18.08 per customer per month.

Total annual operating revenues, if the Company is granted the rate adjustment, will be $__144,676_____.

The Company is current on all property taxes.	[X]	YES	[ ]	NO
The Company is current on all sales taxes. (Please see checklist item 2 on page 1.)	[X]	YES	[ ]	NO
The Company currently has a Curtailment Plan Tariff on file with the Commission	[X]	YES	[ ]	NO
The Company currently has a Backflow Prevention Tariff on file with the Commission.	[X]	YES	[ ]	NO

The Company notified its customers of its application for a rate adjustment on _05/31/12_____(mm/dd/yy). **A COPY OF THE NOTICE WITH A NOTARIZED COVER LETTER STATING THE METHOD OF CUSTOMER NOTIFICATION, AS WELL AS THE DATE OF THE NOTIFICATION, MUST BE ATTACHED. (See page 27)**

By completing this application in support of the Company's request for a rate adjustment, the Company realizes that Original Cost Less Depreciation ("OCLD") plant information will be used to determine the fair value rate base, i.e., the Company waives the right to Reconstruction Cost New.

[X] Efforts made to encourage conservation of water through the proposed rate design or through other means

Please explain:

MRWC has a public service announcement which periodically airs on the local radio station and a conservation sign located at Kramer Dr. and Beaver Creek Road in Rimrock.

[X] Other factors

Please explain:

Per Decision 71317, MRWC was required to submit a Rate Case Application to ACC by May 31, 2012.

Attach additional pages as necessary.

Item #4

Company Name:Montezuma Rimrock Water Company LLC	Test Year Ended: 2011 (Attachment)

Plant Summary

Acct. No.	Description	Plant in Service Per Prior Decision	Total Additions	Total Retirements	Test Year End Total
		Column A	*Column B*	*Column C*	*Column D**
305	Collection & Impounds	0	1,700	0	1,700
309	Water Mains	228	868	0	1,096
303	Land & Land Rights	750	37,000	<750>	37,000
304	Structures & Improvements	34,398	4,197	0	38,595
307	Wells & Springs	49,584	34,681		84,265
311	Pumping Equipment	13,397	26,707	0	40,104
320	Water Treatment Equipment	3,746	4,994	<1,354>	7,386
320.1	Water Treatment Plants			0	
320.2	Solution Chemical Feeders			0	
330	Distribution Reservoirs & Standpipes	31,028		0	31,028
330.1	Storage Tanks			0	
330.2	Pressure Tanks			0	
331	Transmission & Distrib. Mains	186,535	2,129	0	188,664
333	Services	10,212	1,203	0	11,415
334	Meters & Meter Installations	45,7520	5,010	0	50,730
335	Hydrants	11,264		0	11,264
336	Backflow Prevention Devices		72		72
339	Other Plant & Misc. Equipment	10,178	883	0	11,061
340	Office Furniture & Equipment	1,734	1,275	0	3,009
340.1	Computers & Software	1,239		0	1,239
341	Transportation Equipment		11,180	0	11,180
343	Tools, Shop & Garage Equip.	12,638	2,128		14,766
344	Laboratory Equipment				
345	Power Operated Equipment	1,399	450		1,849
310	Power Generating Equipment	1,054		0	1,054
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	TOTAL WATER PLANT	**415,105**	**134,477**	**<2,104>**	**547,478**

Note: Please refer to the checklist on page 1 for the required attachments related to this schedule

**** Column D = Column A + Column B - Column C***

Item #5

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011

ADVANCES IN AID OF CONSTRUCTION (Acct. 252)[2]

	Additions During Year	Refunds During Year	
Balance Per Prior Decision	N/A	N/A	$29605
Year 2008	$ 0	$<94>	
Year 2009	$3384	$<4321>	
Year 2010	$143	$0	
Year 2011	$2268	$0	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Year	$	$	
Total of Additions	$	N/A	
Total of Refunds	N/A	$<4413	
Total Advances in Aid of Construction	N/A	N/A	$ 30986 *

Note: Prior Decision refers to the balances per the prior Staff Report as adjusted per the final Commission Decision.
**** Total Advances in Aid of Construction = Balance Per Prior Decision + Total Additions - Total Refunds (cross reference this to the Balance Sheet on page 20)***

---

[2] ***Advances in Aid of Construction refers to the following:***
(1) Refundable amounts received from a new customer to cover the cost of a meter and piping from the building to the meter and the associated installation.
(2) Refundable amounts received from a customer or a developer for mains, valves, fittings, and additional facilities required to provide pressure, storage, or water supply pursuant to a main extension agreement.

Item #6

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011

GROSS CONTRIBUTIONS IN AID OF CONSTRUCTION (Acct. 271)[3]

Balance Per Prior Decision	N/A	$241,831
Additions Year 2008	$0.	
Additions Year 2009	$12471	
Additions Year 2010	$<1375>	
Additions Year 2011	$4815	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Additions Year	$	
Total Additions	N/A	$
Balance at Test Year End	N/A	$257742 *

Note: Prior Decision refers to the balances per the prior Staff Report as adjusted per the final Commission Decision.
**** Balance at Test Year End = Balance Per Prior Decision + Total Additions (cross reference this to the Balance Sheet on page 20)***

[3] ***Contributions in Aid of Construction refers to the following:***
(1) Non-refundable money, services, or property received for use in the provision of utility service from any source that is provided at no cost and interest free.
(2) Unrefunded balances of expired advance contracts reclassified from Advances in Aid of Construction.

Item #7

Item #7(a)

CONCRETE, LLC

P.O. BOX 1921
CAMP VERDE, AZ 86322
Phone 928-649-0602

COD Delivery

Time Requested

Customer:Name/Address
PATRICIA OLSON

Ship To
4645 TIEMANN
RIM ROCK

Customer Phone

Map Cordinates

Product Description	Ordered	Unit/Me...	Rate	Amount
1 1/2 " MINUS AB ROCK	13.5		10.65	143.78T
Sales Tax			9.35%	13.44

Paid Cash

Signature

DRIVER

C.O.D.

Total $157.22

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to important factors which are out of our control after delivery, this Company will not accept any responsibility for the finished results. No credit for returned concrete. Buyers exceptions and claims shall be deemed waived unless made to us in writing within one business day after receipt of materials.
SPECIAL TERMS: Any water added is at customers own risk. If additional water is added on job, concrete strength is no longer guaranteed.
WARNING: Product may cause skin and/or eye irritation.
CAUTION: Material may be hazardous to your safety and health. Please refer to material safety data sheets for additional information.

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

STATEMENT

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

www.canyonpipe.com
www.phoenixwholesale.com

488 1 AB 0.368 E0486X I0608 0384950631 P857174 0001:0001

[redacted]
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
08/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
08/23/11	S3251551.001	423.70			

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
0.00	0.00	423.70	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 09/10/11 you may deduct 7.77

8-6-11
CK#2189
$423.70

Northern Arizona Pump, Inc.

P.O. Box 252
Cornville, AZ 86325
Office 928-634-4978
Fax 928-634-1944

Invoice

Date	Invoice #
9/9/2011	23834

Name / Address	Name / Address of Work Performed
Montezuma Rimrock Water Company P.O. Box 10 Rimrock, AZ 86335	4615 E. Goldmine Rimrock Patsy Olsen 300-3291

Invoiced	Description	Rate	Amount
1	AFTER HOURS / WEEKEND SERVICE CALL, NATHAN OUT	150.00	150.00T
	REPAIR BOOSTER PUMP		
1	BEARING	36.92	36.92T
1	CENT. SWITCH	43.92	43.92T
1	STATIONARY SWITCH	67.16	67.16T
1	REPAIR LABOR AND INSTALLATION	150.00	150.00T

P. 26, 11
A Ck #
48 Pmt

PAYMENT IS DUE AT THE TIME OF SERVICE. WE ACCEPT ALL CREDIT CARDS. PLEASE MAKE CHECKS PAYABLE TO NORTHERN ARIZONA PUMP. FINANCE CHARGES OR LATE FEES WILL BE OCCURED AFTER 20 DAYS. THANK YOU FOR YOUR BUSINESS AND TRUSTING NORTHERN ARIZONA PUMP.

Subtotal	$448.00
Sales Tax (7.35%)	$32.93
Total	$480.93
Payments/Credits	$0.00
Balance Due	$480.93

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc. An HVAC Distributor

Phoenix 3333 W. Vernon • 602-269-6994 • Fax 602-269-7998
Surprise 10779 No Milgard Way • 623-877-5200 • Fax 623-544-5239
Mesa 1250 So Pima • 480-898-8888 • Fax 480-649-1128
Tucson 505 E. 17th St. • 520-884-8944 • Fax 520-623-6661
Cottonwood 2702 W. Union Dr. • 928-646-9499 • Fax 928-646-6044
Flagstaff 3800 E Huntington Dr• 928-527-3023 • Fax 928-527-3084
Prescott Valley 2851 N. Industrial Way • 928-775-3499 • Fax 928-775-3635
Tempe 402 W. Fairmont • 480-483-7797 • Fax 480-921-0293

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

INVOICE

S3159586.001
Page 1
Inv-Date: 02/14/11

BILL TO	SHIP TO
MONTEZUMA RIMROCK WATER CO LLC	MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT	GENERAL ACCOUNT
PO BOX 10	PO BOX 10
RIM ROCK, AZ 86335	RIM ROCK, AZ 86335

Order-Date	Ship-Date	Writer	Ordered By	Ship Via	Tax Jur
02/14/11	02/14/11	JERHAM	PATSY	PK CUST HERE	FLAG

Purchase Order#	Job Name	Terms
STOCK		2% 10TH NET 25

Ord Qty	Shp Qty	Description	Unit Price	Net
2	2	98901 MUEL B24265583434 5/8X3/4X3/4 MCXF ANGLE METER VALVE	44.173ea	88.35
2	2	262657 MUEL B250291 1" MIPXIPS COMP CORP STOP	47.246ea	94.49
1	1	164874 MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE	45.548ea	45.55
1	1	27357 PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL	46.330EA	46.33

C/C#3001
3-22-11
$299.50

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

$5.50 cash discount may be deducted if paid per terms stated above.
No discount on freight, tax and certain product lines.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILTY UNDER IT'S WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

TERMS AND CONDITIONS OF SALE ARE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSIBLE.

REMIT TO: 10779 N. Milgard Way Surprise Az 85379

Net Amount	274.72
Freight	0.00
Handling	0.00
Sales Tax	24.78
Total Amount	299.50

CANYON Pipe & Supply Inc.

Phoenix Wholesale, Inc. An HVAC Distributor

NICHOLAS CONSOLIDATED, INC.

Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Phoenix	3333 W. Vernon • 602-269-6994 • Fax 602-269-7998
Surprise	10779 No Milgard Way • 623-977-6200 • Fax 623-544-5239
Mesa	1250 So Pima • 480-898-8888 • Fax 480-649-1128
Tucson	505 E. 17th St. • 520-884-8944 • Fax 520-623-5561
Cottonwood	2702 W. Union Dr. • 928-646-9499 • Fax 928-646-8044
Flagstaff	3800 E Huntington Dr• 928-527-3023 • Fax 928-527-3094
Prescott Valley	2851 N. Industrial Way • 928-776-3499 • Fax 928-776-3635
Tempe	402 W. Fairmont • 480-483-7797 • Fax 480-921-0203

INVOICE

S3159602.001
Page 1
Inv-Date: 02/16/11

BILL TO
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

SHIP TO
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

Order-Date	Ship-Date	Writer	Ordered By	Ship Via	Tax Jur
02/14/11	02/16/11	JERHAM	PATSY	OT OUR TRUCK	COT

Purchase Order#	Job Name	Terms
STOCK		2% 10TH NET 25

Ord Qty	Shp Qty	Description	Unit Price	Net
1	1	102088 S-B 226-00066312-000 FC REP CLAMP	159.488E	159.49
1	1	27357 PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL	46.330EA	46.33

ck# 2978
$216.83
3-6-11

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

$4.12 cash discount may be deducted if paid per terms stated above.
No discount on freight, tax and certain product lines.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITIATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILTY UNDER IT'S WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

TERMS AND CONDITIONS OF SALE ARE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSIBLE.

REMIT TO: 10779 N. Milgard Way Surprise Az 85379

Net Amount	205.82
Freight	0.00
Handling	0.00
Sales Tax	15.13
Total Amount	220.95

427755

INVOICE

SOLD TO	SHIP TO
Montezuma Rimrock Water Co.	
ADDRESS P.O. Box 10	ADDRESS
CITY, STATE, ZIP Rimrock, AZ 86335	CITY, STATE, ZIP

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
	Kelvin Duffy	Net 30 days		6/5/10

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
1		Electrical Panel Box design ~~Drawing~~ ~~Treatment~~			400.00
		ck#2787			
		9-10-10			
		$400.00			
		Arsenic Treatment System			

A-5840 T-46706/46721

Southwest Ground-water Consultants, Inc.

INVOICE

June 7, 2010

ck #4055
$1976.25
7-12-10

TO: Ms. Patricia Olsen, President
Montezuma Rimrock Water Co. LLC
P.O. Box 10
Rimrock, Arizona 86335-0010

PROJECT NAME: Montezuma Rimrock EID

INVOICE: B.1802-2

PERIOD: May 1, 2010 through May 31, 2010

This invoice reflects professional services regarding an Environmental Information Document for the Montezuma Rimrock Water Company in Rimrock, Arizona. Service rendered through May 31, 2010 includes data collection and review and report writing.

Staff Geologist (DE)	10.0 hrs @ $105/hr	$ 1,050.00
Staff Geologist (CC)	9.75 hrs @ $95/hr	$ 926.25

TOTAL INVOICE AMOUNT **$ 1,976.25**

Please remit to:
Southwest Ground-water Consultants, Inc.
3033 N. 44th Street
Suite 120
Phoenix, Arizona 85018

3033 N. 44th Street, Suite 120
Phoenix, Arizona 85018
(602) 955-5547 Fax (602) 955-7585

Phoenix, Arizona
Prescott, Arizona

Discount **Fence** Supply, Inc.
discountfence.com

Invoice

DATE	INVOICE NO:
6/2/2010	290093

PAID

BILL TO:
Montezuma Rimrock Water Co, LLC
Attn: Patricia Olson
PO Box 10
Rimrock, AZ 86335
928.300.3291

SHIP TO:
Montezuma Rimrock Water Co, LLC
Attn: Patricia Olson
4645 E. Tiemann Lane
Rimrock, AZ 86335
928.300.3291/patsy@montezumawater.com

P.O. NUMBER:	TERMS:	REP:	Ship VIA	PROJECT
Well #4	E-Check	Joe	Freight	Well #4

QTY	ITEM CODE	DESCRIPTION	PRICE EA.	AMOUNT
400	Fence	Privacy Link 10 Gauge Wire 25' Rolls (Color: Beige) Privacy Link 10 GBW Galv. Wire 6' High 3-1/2" x 5" Mesh	7.81	3,124.00
		Subtotal		3,124.00
	Shipping	VIA LTL Carrier (Customer Must Unload) 1 - Skid @ 1,831 Lbs.	387.39	387.39
		Tax Exempt	0.00%	0.00

Thank you for your interest in Discount Fence Supply, Inc. Call us at 800-878-7829.

Total $3,511.39

10050 Wellman Road, Streetsboro OH 44241 ~ Phone: 330-650-9226 ~ Fax: 330-650-9004

Customer Copy

Discount Fence Supply, Inc. return policy may be found at www.discountfence.com/returns.html

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
5/4/2010	4371

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

Ck# 2017
6-2-10
$825.49

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
1.5	5/2/10 Service call: Checked out well system; pulled well pump and replaced with owner supplied pump end and 21' of pipe.	90.00	135.00
21	ft Galv. T & C pipe	4.61	96.81
1	2" check valve	81.97	81.97
5.5	5/2/10 added labor to pull and replace	90.00	495.00

Sales Tax (9.35%)	$16.71
Total	$825.49
Payments/Credits	$0.00
Balance Due	$825.49

Phone #
(928)646-7398

Client: 28469
Matter: 001
Invoice: 704242

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/20/10	Dawn Meidinger: Teleconference with V. Burns and subsequent correspondence regarding change to consent order.	0.30	105.00
05/21/10	Dawn Meidinger: Review V. Burns proposed language on alternative water plan; send V. Burns correspondence asking to remove bottled water reference; telephone C. Campbell to discuss language in Consent Order and update client regarding same; teleconference with C. Campbell; teleconference with M. Horlings regarding status hearing; teleconference with P. Olsen updating on agreement with ADEQ and consent order status conference.	0.90	315.00
05/23/10	Dawn Meidinger: Send correspondence to V. Burns with final language for consent order.	0.20	70.00
05/24/10	Dawn Meidinger: Attend OHA status conference.	0.50	175.00
	TOTAL Hours and Fees	4.30	$1,520.00

Services Performed By	Hours	Rate	Amount
Phillip F. Fargotstein	0.20	425.00	85.00
Dawn Meidinger	4.10	350.00	1,435.00
	TOTAL Current Fees		$1,520.00

Current Balance Due	$1,520.00
Previous Balance Due	$2,515.40
TOTAL Balance Due	$4,035.40

Merchant Fennemore Craig P.C.
3003 N Central Ave Ste 2600
Phoenix, AZ 85012
US

6029165000

Description:
Order Number:
Customer ID: 28469.001-TCWI

P.O. Number:
Invoice Number:

Billing Information
Patricia Olsen
Montezuma Rimrock Water Co.
86335

Shipping Information

Shipping:	0.00
Tax:	0.00
Total:	**USD 2,515.40**

Date/Time:	30-Jun-2010 14:03:33
Transaction ID:	3062388068
Transaction Status:	Captured/Pending Settlement
Authorization Code:	00034Z
Payment Method:	MasterCard XXXX2398

Mark Scannell

P.O. Box 672
Rimrock, AZ 86335
Phone: 928-821-3003

INVOICE

INVOICE #: 004
DATE:

TO:

Montezuma Rimrock Water Company
4615 E. Goldmine Rd.
Rimrock, AZ 86335
928-300-3291

FOR:
Outside Services

Ck #2012
7-13-10

DESCRIPTION	HOURS	RATE	AMOUNT
Take Down chain link			
Fence Put up new			
chain link Fence			
LABor	48	15.00	$720.00
			$21.51
Mark Scannell		TOTA	$741.51

TOTAL $[redacted]

Make all checks payable to Mark Scannell
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

Client: 28469
Matter: 001
Invoice: 697273

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	appeal; consult with P. Fargotstein regarding same; consult with D. Meidinger regarding same.		
03/16/10	Dawn Meidinger: Correspond with client; review ADEQ correspondence and confer with M. Marra regarding content of appeal notice.	0.30	105.00
03/19/10	Dawn Meidinger: Review and edit compliance order appeal; review 40 CFR subpart J regulation and send form of appeal to client for review.	0.40	140.00
03/19/10	Marc Marra: Finalize drafting of notice of appeal; consult with D. Meidinger regarding same.	0.30	82.50
03/22/10	Dawn Meidinger: Teleconference with V. Burns to advise of representation.	0.10	35.00
03/23/10	Marc Marra: Finalize appeal letter to ADEQ; coordinate with assistant, P. Fargotstein, and D. Meidinger regarding submission of same to ADEQ.	0.40	110.00
03/24/10	Dawn Meidinger: Send appeal letter to ADEQ and review return response regarding meeting scheduling.	0.10	35.00
	TOTAL Hours and Fees	7.50	$2,167.50

Services Performed By	Hours	Rate	Amount
Dawn Meidinger	1.40	350.00	490.00
Marc Marra	6.10	275.00	1,677.50
	TOTAL Current Fees		$2,167.50

continued on next page

Southwest Ground-water Consultants, Inc.

INVOICE

May 7, 2010

TO: Ms. Patricia Olsen, President
Montezuma Rimrock Water Co. LLC
P.O. Box 10
Rimrock, Arizona 86335-0010

PROJECT NAME: Montezuma Rimrock EID

INVOICE: B.1802-1

PERIOD: April 1, 2010 through April 30, 2010

This invoice reflects professional services regarding an Environmental Information Document for the Montezuma Rimrock Water Company in Rimrock, Arizona. Service rendered through April 30, 2010 includes data collection and review and report writing.

Project Hydrogeologist (CC)	18.0 hrs @ $105/hr	$ 1,890.00
Staff Geologist (DE)	13.50 hrs @ $105/hr	$ 1,417.50

TOTAL INVOICE AMOUNT **$3,307.50**

Please remit to:
Southwest Ground-water Consultants, Inc.
3033 N. 44th Street
Suite 120
Phoenix, Arizona 85018

Collingwood Pumps, Inc.
PO Box 1873
Cottonwood, AZ 86326

Proposal

Date	Proposal #
03/09/10	

To: MRWC
P.O. Box 10
Rim Rock Az 76335

Project
well # 1

Description	Quantity	Price Each	Total
1 - 5 HP 230V Ø1 50 GPM Berkley Pump Replacement cost on material	1	2962.00	$2,962.00
TAX		192.31	$192.31

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Total $3,154.31

YAVAPAI COUNTY DEVELOPMENT SERVICES

RECEIPT

DATE 3-23-10 No. 677605

RECEIVED FROM Montezuma Rimrock Water $175.00

One hundred Seventy-five and no/100 DOLLARS

○ FOR RENT
○ FOR 405-25-517 Fencing at Shed

ACCOUNT		
PAYMENT	175	00
BAL. DUE		

○ CASH
○ MONEY ORDER
☒ CHECK 2525
○ CREDIT CARD

FROM

TO

BY D. Chenoweth

adams 1182

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
3/8/2010	4353

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
	03/06/2010: Repaired holes in bottom of storage tank		
4	patches	2.00	8.00
5	Labor 3/6/10 to patch holes	80.00	400.00

3-29-10
C/L #2600
$408.75

Phone #
(928)646-7398

Sales Tax (9.35%)	$0.75
Total	**$408.75**
Payments/Credits	$0.00
Balance Due	$408.75

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.

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Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852
www.canyonpipe.com
www.phoenixwholesale.com

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Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8888 • Fax (480) 649.1128
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
12/21/09	01/25/10

INVOICE NUMBER: S2967516.001

REMIT TO: 10779 N. Milgard Way Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
12/21/09	12/21/09	WC WILL CALL	2% 10TH NET 25		6X2 SERVICE
WRITER	**ORDERED BY**	**SALESPERSON**	**PR BRCH**	**WHSE**	**JOB/RELEASE NUMBER**
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
1	1	MUEL BR2B0684IP200 SADDLE SVC DBL STRAP BRZ 6X2 IP	163797	112.331E	112.33
1	1	MUEL H13481 6X2 IP SADDLE SVC	25715	90.433E	90.43
1	1	MUEL B250282 2" CTS COMPXMIP STOP CORP	163774	138.872E	138.87
1	1	PE ENDOPOLY 2"X100 BLACK CTS-OD SDR-9 200 PSI WATER PIPE COIL	169539	138.062E	138.06
1	1	MUEL H15451 2" ADPT COUP FIPX110 CT	100692	43.296E	43.30
1	1	MUEL H15428 2" MIPXCOMP ADPT COUP	65219	41.395E	41.40
3	3	MUEL 528707 1-1/2IPS / 2 CTS INSERT STIFFENER	212568	6.303E	18.91

We've Moved!
Please update your records, our corporate office has moved.
Please remit your payments to our new address at:

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Milgard Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 01/10/10 you may deduct $11.68

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

Net Amount	583.30
Freight/Handling	
Sales Tax	49.27
Total Amount	632.57

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001:0001

Collingwood Pumps, Inc.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
1/5/2010	4325

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
	Replaced Meter on Well #1 and Added Plumbing & fittings on Well #3		
1	2" x 4" nipple	4.10	4.10
1	3/4" ball valve	9.14	9.14
1	3/4" x 4" nipple	1.40	1.40
2	2" bolt kits	3.785	7.57
5	labor	85.00	425.00

CK# 2015
449.29
2-19-10

Phone #
(928)646-7398

Sales Tax (9.35%)	$2.08
Total	**$449.29**
Payments/Credits	$0.00
Balance Due	$449.29

Collingwood Pumps, Inc.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
12/22/2009	4321

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
	12/21/09 : Replaced 5 HP submersible motor		
1	#6 splice kit	12.80	12.80
5	Labor to pull pump, replace motor & reinstall	90.00	450.00

ck #2012
1-4-10
463.99

Phone #
(928)646-7398

Sales Tax (9.35%)	$1.19
Total	$463.99
Payments/Credits	$0.00
Balance Due	$463.99

027751

INVOICE

SOLD TO: Montezuma Rimrock Water Co. LLC	SHIP TO:
ADDRESS: P.O. Box 10	ADDRESS:
CITY, STATE, ZIP: Rimrock, Az 86335	CITY, STATE, ZIP:

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
	Kelvin DuFFy	Net 30		4/5/10

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
1		Process engineering drawing			300.00
		ck#2011			
		7-12-10			
		$300.00			
		Arsenic Treatment System			

A-5840 T-16706/16721

STAPLES

that was easy.

Low prices. Every item. Every day.
2625 N. Woodlands Village Blvd.
Flagstaff, AZ 86001
(928) 214-8424

SALE 478317 9 001 04876
0833 12/19/09 06:54

QTY SKU	PRICE
REWARDS NUMBER 3742234283	
1 COMPAQ CQ61-313US	
828743	429.98
Salesperson #1427874	
Instant Savings #38261 <-80.00>	
Price Override $408.49	-21.49
SUBTOTAL	408.49
Coupon No. 7308837422342831	-10.00
$10 off your store purchase of $75 or more	
Expiration Date: 01/16/10	
Coupon No. 9095737422342836	-6.20
$6.20 STATEMENT	
Expiration Date: 04/30/10	
[illegible] dard Tax 8.4[illegible]	33.13
TOTAL	$425.42
Debit Tender	200.00
Card No.: XXXXXXXXXXX1762 [S]	

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
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10779 N. Milgard Way Surprise, AZ 85379
(602) 353-4146
www.canyonpipe.com
www.phoenixwholesale.com

STATEMENT

STATEMENT

Detach Here
Please send this stub with your remittance advice

STATEMENT DATE
11/25/09
ACCOUNT NUMBER
33837
PLEASE REMIT PAYMENTS TO:
Canyon Pipe & Supply 10779 N. Milgard Way Surprise, AZ 85379

5 /1

PO BOX 10
RIMROCK AZ 86335-0010

MONTEZUMA RIMROCK
WATER CO LLC

STMT DATE	ACCOUNT NUMBER
11/25/09	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
10/30/09	S2944857.001	562.97			
11/13/09	S2948636.001	713.82			

We've Moved!
Please update your records, our corporate office has moved.
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Milgard Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
46.55	46.55	1276.79	0.00	0.00	0.00

INVOICE #	AMOUNT
S2944857.001	562.97
S2948636.001	713.82
TOTAL	1276.79

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 12/10/09 you may deduct 23.80

Less Discount _____

Amount Remitted _____

0001:0001

USABlueBook

Notice of Past Due Account

CUSTOMER NO.	DATE
956514	11/16/09

Remit to:
P.O. Box 9004
Gurnee, IL 60031-9004

TOLL FREE: 1-800-493-9876
FAX: (847) 689-3001
email: ar@usabluebook.com

Just a reminder, the listed invoice(s) are past due. If you have not yet paid, your immediate attention is appreciated.

BILL TO:

MONTEZUMA RIMROCK WATER CO

2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001

INVOICE	DATE	REFERENCE #	AMOUNT
909197	10/02/09	VERBAL PATSY	198.60

11-12-09
ck# 2455
198.60

THANK YOU
Accounts Receivable
TOLL FREE 1-800-493-9876
email: ar@usabluebook.com

A 1.5% MONTHLY SERVICE CHARGE has been applied on all invoices 30 days or more past due and is indicated by "SC". If you have contacted us with status of invoice(s), disregard this notice.

TOTAL BALANCE	TOTAL PAST DUE
198.60	198.60

USABlueBook

REMIT TO: USABlueBook, P.O. Box 9004, Gurnee, IL 60031-9004

CANYON Pipe & Supply Co. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4148 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8883 • Fax (480) 649.1128
Tucson	(520) 884.8944 • Fax (520) 623.5661
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
11/13/09	12/25/09
INVOICE NUMBER	
S2948636.001	

REMIT TO: 10779 N. Milgard Way Surprise, AZ 85379

SHIP TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

186 1 SP 0.440 E0186X I0374 D166663230 P440212 0001:0001

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
11/06/09	11/13/09	OT OUR TRUCK	2% 10TH NET 25		STOCK
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
5	5	MUEL H15429 1" MIPXCOMP ADPT COUP IP	25687	18.445E	92.22
5	5	MUEL B24265583434 5/8X3/4X3/4 MCXF ANGLE METER VALVE	98901	42.542E	212.71
2	2	MUEL H15454 1" FIPXCOMP ADPT COUP IP	25684	16.150E	32.30
6	6	#1 METER BOX LID ONLY (TUCSPEC)	25007	23.248E	139.49
6	6	#1 CONCRETE METER BOX UPPER (STACK) TUCSON SPEC	173242	16.206E	97.24
6	6	#1 CONCRETE METER BOX LOWER TUCSON SPEC.	173243	16.206E	97.24

We've Moved!
Please update your records, our corporate office has moved.
Please remit your payments to our new address at:

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Milgard Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 12/10/09 you may deduct $13.41

Net Amount	671.20
Freight/Handling	
Sales Tax	42.62
Total Amount	713.82

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE FOUND OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE OBLIGATED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE PURCHASE PRICE OF SUCH GOODS.

427752

INVOICE

SOLD TO: Montezuma Rimrock Water Co. LLC	SHIP TO:
ADDRESS: P.O. Box 10	ADDRESS:
CITY, STATE, ZIP: Rimrock, AZ 86335	CITY, STATE, ZIP:

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
	Kelvin Duffy	Net 30 days		5/5/10

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
1		Water Treatment Consulting			300.00
		Ck # 2747			
		8-4-10			
		$300.00			
		For Arsenic Treatment System			

STAPLES

that was easy.

Low prices. Every item. Every day.
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Flagstaff, AZ 86001
(928) 214-8424

SALE 1427874 2 002 70001
0833 10/23/09 06:08

QTY	SKU	PRICE
	REWARDS NUMBER 3742234283	
	*****Promotion #37433*****	
1	NOTEBOOK TRADE IN	
	822453	0.01N
1	COMPAQ CQ61-313US	
	828743	334.97
	Salesperson #1427874	
	Instant Savings #83595 <-100.00>	
	* Reg. Price 509.98	
	* Item Discount <-75.01>	
	Total Promotion Discount <-75.01>	
	**********	
	SUBTOTAL	334.98
	Coupon No. 3337155411216039	-45.30
	Original Coupon: $45.30 STATEMENT	
	Expiration Date: 11/30/09	
	Coupon No. 9576337422342833	-3.00
	$3 STATEMENT	
	Expiration Date: 02/28/10	
	Coupon No. 5018337422342837	-9.20
	$9.20 STATEMENT	
	Expiration Date: 01/31/10	
	Standard Tax 8.446%	23.44
	TOTAL	$300.92

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Branch Locations

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Tucson	(520) 884.8944 • Fax (520) 623.6581
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5600 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
10/22/09	11/25/09
INVOICE NUMBER	
S2940626.001	

REMIT TO: 10779 N. Milgard Way Surprise, AZ 85379

SHIP TO:

MONTEZUMA ESTATES WATER CO - MONEST
GENERAL ACCOUNT
PO BOX 592
RIM ROCK AZ 86335

199 1

MON
GEN
PO BOX 592
RIMROCK AZ 86335-0592

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
10/22/09	10/22/09	PK CUST HERE	2% 10TH NET 25		STOCK
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	SUSAN	99905 CPS COTTONWOOD	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2	2	MUEL S13478 SADDLE SVC 4X1 IPS PVC	164417	27.934E	55.87
2	2	MUEL B250291 1" MIPXIPS COMP CORP STOP	262657	46.840E	93.68
5	5	MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE	164874	43.841E	219.20
4	4	BRASS HEX BUSHING 1X3/4 (B74213)	13454	2.568E	10.27
2	2	MUEL H15454 1" FIPXCOMP ADPT COUP IP	25684	16.150E	32.30
2	2	MUEL H15404 1" IPS UNION COUP COMP	25738	29.117E	58.23
20	20	MUEL H10895 3/4" GASKET METER RUBBER 18-G2	172549	0.258E	5.17
1	1	MUEL H15429 1" MIPXCOMP ADPT COUP IP	25687	18.445E	18.44

We've Moved!
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Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Milgard Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 11/10/09 you may deduct $9.86

Net Amount	493.16
Freight/Handling	
Sales Tax	0.00
Total Amount	493.16

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001:0001

CANYON PIPE & SUPPLY INC. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5898 • Fax (928) 532.5898
Mesa	(480) 898.6888 • Fax (480) 649.1128
Tucson	(520) 684.6944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
10/30/09	12/25/09

INVOICE NUMBER
S2944857.001

REMIT TO: 10779 N. Milgard Way Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335 12-2-09

PO BOX 10
RIMROCK AZ 86335-0010

CK# 2483 $552.58/100

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS	CUSTOMER P.O. NUMBER
10/30/09	10/30/09	WC WILL CALL	2% 10TH NET 25	STOCK

WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
RAY SEARE		99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
		BILLING MEMO ONLY SHIPPED ON S2940626.001 10/22 BILLED TO WRONG ACCOUNT ********** **********			
2	2	MUEL S13478 SADDLE SVC 4X1 IPS PVC	164417	29.395E	58.79
2	2	MUEL B250291 1" MIPXIPS COMP CORP STOP	262657	49.289E	98.58
5	5	MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE	164874	46.133E	230.67
4	4	BRASS HEX BUSHING 1X3/4 (B74213)	13454	2.743E	10.97
2	2	MUEL H15454 1" FIPXCOMP ADPT COUP IP	25684	16.995E	33.99
2	2	MUEL H15404 1" IPS UNION COUP COMP	25738	30.639E	61.28
20	20	MUEL H10895 3/4" GASKET METER RUBBER 18-G2	172549	0.272E	5.44
1	1	MUEL H15429 1" MIPXCOMP ADPT COUP IP	25687	19.409E	19.41

We've Moved!
Please update your records, our corporate office has moved.
Please remit your payments to our new address at:

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Milgard Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 12/10/09 you may deduct $10.39

Net Amount	519.13
Freight/Handling	
Sales Tax	43.84
Total Amount	562.97

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

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REPRINT

0001:0001

STAPLES

that was easy.

Low prices. Every item. Every day.
2625 N. Woodlands Village Blvd.
Flagstaff, AZ 86001
(928) 214-8424

SALE 1447979 5 001 74525
0833 09/02/09 06:55

QTY SKU PRICE

REWARDS NUMBER 3742234283
*****Promotion #91241*****

1 RECYCLING CONFIRMA
797217 0.01N

1 HP OJPRO 8500 WIRE
777063 219.97

Instant Savings #33016 <-120.00>
* Reg. Price 399.98
* Item Discount <-60.01>
Total Promotion Discount <-60.01>

****

SUBTOTAL 219.98

Standard Tax 8.446% 18.58

TOTAL $238.56

Mastercard 238.56
Card No: [illegible]
Auth No: 088166

TOTAL ITEMS 2

Compare and Save
with Staples-brand products.

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Shop online at www.staples.com

CHECK STAPLES.COM/BACKTOSCHOOL
EVERY WEEK FOR NEW GREAT DEALS
ON SCHOOL SUPPLIES

LEGEND
Technical Services Inc.

PAID

INVOICE

Remit To:
Accounts Receivable
Legend Technical Services of Arizona, Inc.
17831 North 25th Avenue
Phoenix, AZ 85023

Invoice To: Patricia Olsen
Montezuma Rimrock Water Co.,LLC
P.O. Box [illegible]
Rimrock, AZ 86335

Invoice 0904669
Client Number: 00-0088888CC
Invoiced On: 03/27/09
Terms: NET 30

Client Contact: Patricia Olsen
Montezuma Rimrock Water Co.,LLC
Project Name: Drinking Water
Legend Contact: Michelle Thompson
Work Order(s) Invoiced: 9030077

PO Number: $40 Minimum Invoice
Received: 03/02/09
Project Number: Montezuma Rimrock 13-071

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
1	505-Subcontract	Drinking Water	$160.00	$160.00
1	Radium 226	Drinking Water	$90.00	$90.00
1	Radium 228	Drinking Water	$130.00	$130.00
1	Uranium, Isotopic	Drinking Water	$170.00	$170.00
1	1613-Subcontract	Drinking Water	$400.00	$400.00

Invoice Total: $2,884.00

Pre-Paid Amount: _____

Payment Type: (Circle One)
VISA Mastercard Cash/Check

Thank you for your Business!

MAR 27 2009
A.M. 33

Billing Inquiries: (602) 324-6100
Fax: (602) 324-6101
Please Reference Invoice Number with Payment.

Legend gladly accepts VISA & Mastercard

, tomer.: MONTEZUMA RIMROCK WATER CO LLC
PO BOX 10
RIMROCK , AZ 86335

Ship To.....: MONTEZUMA RIMROCK WATER CO LLC
PO BOX 10
RIMROCK , AZ 86335

C us t PO #..:

Job Name.: 2" WATER METER

Item	Description	Quantity	Net Price	UM	Total
MMJ131AAAAA2	2 MJ13 FLG WTR MTR USG	1	354.160	EA	354.16
	PLEASE ALLOW 2 TO 3 DAYS				
	TO SHIP INTO ARIZONA .				
	THANK YOU.				

Net Total:	354.16
Tax:	0.00
Freight:	26.00
Total:	380.16

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

that was easy.

Customer Copy

Order No. 9195336629 Placed on: July 5, 2009

Expected Delivery: Mon 07/13 - Mon 07/20

Item: 1	**Qty.**	**Subtotal**
SEI Hand Carved Solid Wood Drop Front Desk Item 739329 Model HO2429	1	***$299.99***

Merchandise Total:	$299.99
Coupons:	$0.00
Delivery Fee:	$0.00
Pretax Subtotal:	$299.99

Sales Tax will be payable at register.

Please add one business day to the Expected Business Day-Delivery for orders placed and/or paid for between **4:00 and 5:00 pm** today. (Furniture orders may be more than one additional business day.).

Track your order:
Use your order number and delivery zip code at www.staples.com/orderstatus.

Not available from 9 am - 5 pm on the expected day of delivery?
Please go to www.staples.com/driverrelease to print out the Driver Release Agreement. Some residential orders may be delivered by UPS as late as 7 pm.

Questions about your order?
Call 1-800-3STAPLE (1-800-378-2753) or email us at support@orders.staples.com. You can also fax us at 1-800-333-3199.

For information about:
- Staples Delivery Policy: www.staples.com/delivery
- Staples Return Policy: www.staples.com/returns
- Staples Coupons: www.staples.com/coupons
- Staples Privacy Policy: www.staples.com/privacy

Shipping Details:
Patricia Olsen
Staples Store #0833
2625 N Woodlands Village Blvd

Flagstaff, AZ 86001

Contact Details:
Patricia Olsen

2126 S Tombaugh

Flagstaff, AZ 86001

Confirmation Email Sent To:

Please look at your **Order Confirmation Email** for shipment details, product availability, and final sales tax. Your order is subject to review and is pending credit approval.

Website prices vary from store prices. Not responsible for typographical errors. Not all items available. We reserve the right to limit quantities, including the right to prohibit sales to resellers.

that was easy.

Customer Copy

Windmill Gardens
9550 E. Cornville Road
Cornville, AZ 86325
(928) 649-9177 Fax (928) 649-9167

VI
SALE
BATCH: 0
Jul 3
OKH: 021122
TRAN 9

DATE 7/11/16

CUSTOMER'S ORDER NO. 810 PHONE

NAME 300-3291 Pay on P/U

ADDRESS Patrick

CASH	C.O.D.	CHARGE	ON ACCT.	THOSE	RET'D.	PAID OUT	
4						39.95	159.92
						TAX	11.75
						TOTAL	171.67

2 @ #2
2 @ RC/ #5

BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

C PRODUCT 609

11301

THE HOME DEPOT 0482
1325 WEST ROUTE 66
FLAGSTAFF, AZ 86001 (928)556-1529

0482 00006 20344 06/14/09
SALE 11 SLLGRS 03:43 PM

099713031326	5'X100'WWIRE <A>	85.00
099713911475	POST DRIVER <A>	26.00
099713911765	6FT T POST <A>	
10@5.39		53.90
	SUBTOTAL	164.90
	SALES TAX	13.93
	TOTAL	$178.83
XXXXXXXXXXXX8244	VISA	178.83
AUTH CODE 660520/0061277		TA

[redacted]
0482 06 20344 06/14/2009 3337

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	09/12/2009

THE HOME DEPOT RESERVES THE RIGHT TO

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

P.O. BOX 23340 PHOENIX, AZ 85063
www.canyonpipe.com
www.phoenixwholesale.com

STATEMENT

STATEMENT

Detach Here
Please send this stub with your remittance advice

STATEMENT DATE
02/25/09
ACCOUNT NUMBER
33837
PLEASE REMIT PAYMENTS TO:
Canyon Pipe & Supply P.O. Box 23340 Phoenix, AZ 85063

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

MONTEZUMA RIMROCK
WATER CO LLC

STMT DATE	ACCOUNT NUMBER
02/25/09	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
02/17/09	S2822015.001	441.00			

INVOICE #	AMOUNT
S2822015.001	441.00
TOTAL	441.00

SIGN UP FOR OUR FREE E-BILLING SERVICE

E-BILLS $ SAVE MONEY $

With e-billing you will receive invoices faster so you can send your bills out faster. Bills are sent by email once per day in one easy to open file. You can download our invoice data directly into your accounting package (such as QuickBooks®).

Email: edelivery@canyonpipe.com and get setup

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
0.00	0.00	441.00	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 03/10/09 you may deduct 8.13

Less Discount _____

Amount Remitted _____

0001:0001

ARIZONA JOBSITE CONCRETE, LLC

P.O. BOX 1921
CAMP VERDE, AZ 86322
Phone 928-649-0602

INVOICE NO.

COD Delivery Copy

Time Requested	Ticket No.
1:00	022009-101

Customer:Name/Address
Montezuma Rimrock Water
4615 E. Goldmine Road
Rimrock, AZ 86335

Ship To

TREMAIN WELL

Customer Phone

Map Cordinates

Product Description	Ordered	Unit/Me...	Rate	Amount
2500 PSI CONCRETE	5	CU YD	97.50	487.50T
Sales Tax			8.35%	40.71

3-2-09
CK # 1113
$528.21

DRIVER

Signature

C.O.D.

Total $528.21

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to important factors which are out of our control after delivery, this Company will not accept any responsibility for the finished results. No credit for returned concrete. Buyers exceptions and claims shall be deemed waived unless made to us in writing within one business day after receipt of materials.
SPECIAL TERMS: Any water added is at customers own risk. If additional water is added on job, concrete strength is no longer guaranteed.
WARNING: Product may cause skin and/or eye irritation.
CAUTION: Material may be hazardous to your safety and health. Please refer to material safety data sheets for additional information.

the leader in customer service for over 20 years

Plotter

the store

RECEIPT

Invoice #	AAAI61542
Date	12/04/08
Sales Rep.	Crystal Edwards, 106
PO # / Order #	
Terms	Check # 1107
Ship Via	Standard

Sold To:	Ship To:
Montezuma Rim Rock Water Company Patricia Olsen PO BOX 10 Rimrock, AZ 86335	Montezuma Rim Rock Water Company Shipping 4615 E. Goldmine Road Rimrock, AZ 86335

Phone: (928)300-3291

Qty	Part Number	Description	Unit Price	Ext. Price
1		HP DesignJet 450C 24" Color Includes 1 year on-site warranty	$595.00	$595.00
		Dimensions Unit: 41 x 9 x 13 in (1041 x 227 x 330mm) Print Size 8.3" to 24" x 50' Print Speed Line drawings: 4:00 Minutes (2' x 3') Images: 18:00 Minutes (2' x 3') Resolution 600 x 600 DPI adressable black 300 x 300 DPI Color		
		Memory 4 MB Standard (Expandable to 36 MB) Media Handling: Sheet Feed, Optional Roll Feed Document Finishing: Automatic Cutter Paper Handling Accessories: Roll Feed Option (C4717A), Roll Feed Spindle Assembly (C6238A)		
1		Set-Up, Delivery and Training	$95.00	$95.00
			SubTotal:	**$690.00**
		(8.1%)	***Sales Tax:***	**$55.89**
			Shipping:	**$0.00**
			Total:	**$745.89**

Statement

Collingwood Pumps, Inc.
PO Box 1873
Cottonwood, AZ 86326

Date
12/3/2008

To:
Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$4,898.65	

Date	Transaction	Amount	Balance
11/03/2008	INV #4137. Due 11/03/2008. Orig. Amount $4,898.65.	4,898.65	4,898.65
	ck # 1108 $ 4898.65 12-7-08		
	pump		

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	4,898.65	0.00	0.00	0.00	$4,898.65

USABlueBook

Remit to:
P.O. Box 9004
Gurnee, IL 60031-9004

TEL: (847) 689-9781
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 36-3645787

INVOICE

INVOICE NO.	PAGE NO.
660457	1 of 1
INVOICE DATE	
956514	08/26/08

BILL TO:
956514
MONTEZUMA RIMROCK WATER CO

2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001

SHIP TO:
3
MONTEZUMA RIMROCK WATER CO

4615 E GOLDMINE RD
RIMROCK, AZ 86335
ATTN PATSY OLSEN

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
08/08/08	08/25/08	MAK	AMERICAN EXPRES	ILNONIL	493534	01	FXD/PPD	UPS

USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE	PER	EXTENSION
CA	CR Released	1	1	0	EA	.00	EA	.00
0747-13B60	13B60008, (150S150-8) PUMP	1	1	0	EA	1926.60	EA	1926.60
	END ONLY							
	THE ABOVE ITEM WAS CUSTOM ORDERED FOR YOUR							
	APPLICATION AND IS NON-RETURNABLE.							
	ESTIMATED DELIVERY 7-10 DAYS							
	PAID IN FULL BY CREDIT CARD							

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
1926.60	.00	.00	.00	35.25	1961.85

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

D. Hicks Signs

P.O. Box 1282
Rimrock, AZ 86335-1282

Phone: 928-634-8925
Fax: 928-634-8925
moosiemouse35@q.com

INVOICE

Bill To: MONTEZUMA RIMROCK WATER CO.

DATE	INVOICE #	DESCRIPTION	AMOUNT	TOTAL
8/20		4 - 3'X4' S/F METAL		
		SIGNS W/RIDERS @ 135.00 ea		$540.00
		PD CK# 2198		
		TOTAL		$540.00

RIMROCK MERCANTILE & SUPPLY
STATEMENT - AS AT 07/31/2008

Ck #2188
8-11-08

07/31/2008 Page: 1

Montezuma Rimrock Water Company MRWC

P.O. Box 10
Rimrock, AZ 86335

$167.88

RIMROCK MERCANTILE & SUPPLY
P.O. BOX 537
RIMROCK, AZ
86335
Phone: (928) 567-4841
Fax: (928) 567-7160

Customer Activity Since: 06/30/2008 **Balance Forward: -$18.62**

Date	Ref	Details / Order #	Amount	Applied			Invoice Balance
07/09/2008	249269	AR Invoice	$1.43	$1.43			
	Qty Code	Description			Tax	$ 0.09	Total
	1.00 045734103139	Plug, Galvanized, 1/2"					$0.55
	1.00 038561342154	Bushing, PVC, 3/4" x 1/2" MIP x FIP					$0.79
07/10/2008	249288	AR Invoice	$4.23	$4.23			
	Qty Code	Description			Tax	$ 0.25	Total
	2.00 077089182019	Paint Brush, 1"					$3.98
07/10/2008	249295	AR Invoice	$3.38	$3.38			
	Qty Code	Description			Tax	$ 0.20	Total
	2.00 077089113709	Roller Cover, 4"					$3.18
07/10/2008	249299	AR Invoice	$2.12	$2.12			
	Qty Code	Description			Tax	$ 0.13	Total
	1.00 077089200072	Roller Frame, 4"					$1.99
07/10/2008	249354	AR Invoice	$33.99	$7.46			$26.53
	Qty Code	Description			Tax	$ 2.03	Total
	2.00 078864141009	Pipe Wrap Tape, 10 mil, 2"					$15.98
	2.00 MISC	Pipe Insulation					$15.98
07/14/2008	249653	AR Invoice	$79.56				$79.56
	Qty Code	Description			Tax	$ 4.75	Total
	3.00 MISC	32 gal.trash cans					$50.97
	2.00 053300033223	Gloves, Leather Palm					$3.98
	1.00 020066773854	Paint, Rustoleum, Hunter Green, Quart					$8.99
	1.00 033923501019	Corner Brace, 1"					$2.09
	2.00 033923505963	Corner Brace, 3"					$8.78
07/16/2008	249803	AR Invoice	$14.43				$14.43
	Qty Code	Description			Tax	$ 0.86	Total
	1.00 020066777555	Paint, Rustoleum, Leather Brown, Quart					$8.99
	1.00 077089182026	Paint Brush, 1-1/2"					$2.59
	1.00 077089182019	Paint Brush, 1"					$1.99
07/16/2008	249841	AR Invoice	$42.49				$42.49

MERCANTILE & SUPPLY

MENT - AS AT 07/31/2008

Montezuma Rimrock Water Company MRWC

P.O. Box 10
Rimrock, AZ 86335

RIMROCK MERCANTILE & SUPPLY
P.O. BOX 537
RIMROCK, AZ

86335

Phone: (928) 567-4841
Fax: (928) 567-7160

Customer Activity Since: 06/30/2008

Balance Forward:

Date	Ref	Details /	Order #	Amount	Applied		Invoice Balance
	Qty Code	Description			Tax	$ 2.54	Total
	5.00 MISC	pipe insulation					$39.95
07/28/2008	250819	AR Invoice		$4.67			$4.67
	Qty Code	Description			Tax	$ 0.28	Total
	1.00 028893175193	Tire Pressure Gauge					$4.39

Payment is Due By August 10th

CURRENT	30 DAYS	60 DAYS	90 DAYS	UNALLOCATED	AMOUNT DUE
$167.68					$167.68

Subject: RE: Water Meter Quote

From: Guillermo.Romo@ferguson.com (Guillermo.Romo@ferguson.com)

To: patsy@montezumawater.com;

Date: Monday, July 14, 2008 8:23 AM

Patsy,

Here is the quote that you requested for the water meters. The meters are AMCO and the prices are below.

3" T3000 Direct Read GA PRH is $801.02

3" T3000 Encoder GA PRH 25' cord ILC is $937.79

I could ship the Direct Read from my stock. The meter with the Encoder I would probably have to order a register which would take approx. 10-15 days to get.

Thank you,

Bill Romo

Cell# 602-725-5908

From: patsy@montezumawater.com [mailto:patsy@montezumawater.com]
Sent: Tuesday, July 08, 2008 10:00 PM
To: Romo, Bill [Ferguson] - 3083 ARIZONA_WATERWORKS
Subject: RE: Water Meter

USABlueBook

Remit to:
P.O. Box 9004
Gurnee, IL 60031-9004

TEL: (847) 689-9781
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 36-3645787

INVOICE

INVOICE NO.	PAGE NO.
608932	1 of 1
956514	06/05/08

BILL TO:
956514
MONTEZUMA RIMROCK WATER CO

2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001

SHIP TO:
3
MONTEZUMA RIMROCK WATER CO

4615 E GOLDMINE RD
RIMROCK, AZ 86335
ATTN PATSY OLSEN

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
06/05/08	06/05/08	KEO	1%/10 NET 30	ILNONIL	459184	01	PREPAID	UPS

USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE	PER	EXTENSION
12040	Pressure Gauge, 2-1/2" Dial, S.S., Liquid Filled, 100 PSI	4	4	0	EA	25.95	EA	103.80
48816	Straight Meter Coupling 3/4" Meter x 3/4" MIP	10	10	0	EA	7.85	EA	78.50

Ck# 2127
6/22/08
$335.18

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE
ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
182.30	.00	.00	.00	16.62	198.92

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs (when necessary) will be added to the balance due.

[redacted]

Collingwood Pumps, Inc.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
5/27/2008	4046

Bill To
Montezuma Rimrock Water Co LLC PO Box 10 Rimrock, AZ 86335

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
	Installed Float & Pressure Reducer in main line to storage tank.		
1	2" float assembly with rod & ball	181.20	181.20
1	1 1/2" pressure reducer	269.95	269.95
1	2" bulk head fitting	30.18	30.18
2	1 1/2" x 2" bushings	3.84	7.68
1	1 1/2" x 4" nipple	3.20	3.20
1	2" 90 degree galv. elbow	6.94	6.94
1	2" galv. tee	10.02	10.02
1	2" x 1 1/4" bushing	4.36	4.36
1	1 1/2" x 1/2" bushing	3.02	3.02
1	1/2" x1/4" bushing	1.94	1.94
1	0-200 pressure gauge	20.00	20.00
2	2" x 2" nipples	2.84	5.68
1	2" glav. coupling	7.20	7.20
4	90 degree 2" PVC	3.58	14.32
2	2" male adapter	2.30	4.60
30	ft Sch 80 pipe	2.50	75.00
1	1/2" ball valve	6.52	6.52
1	1/2" pressure relief valve	9.00	9.00
1	1/2" x 2" nipple	0.78	0.78
4	labor to install	90.00	360.00

6/13/08
CK# 4102
$1082.95

Sales Tax (6.007%)	$61.36
Total	**$1,082.95**
Payments/Credits	$0.00
Balance Due	$1,082.95

NATIONAL METER AND AUTOMATION
9800 E EASTER AVE 130
CENTENNIAL CO, 80112
877-212-8340

Date: 05-15-2008 11:18:10 AM

CREDIT CARD SALE

CARD NUMBER: **********71003
TRAN AMOUNT: $717.86
APPROVAL CD: 220981
CLERK ID: RSMITH
CUST CODE: 1111
SALES TAX: $42.86
INVOICE #: S1015325

** Customer Copy **

USABlueBook

Remit to:
P.O. Box 9004
Gurnee, IL 60031-9004

TEL: (847) 689-9781
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 36-3645787

INVOICE

INVOICE NO.	PAGE NO.
586353	1 of 1
CUSTOMER NO.	**DATE**
942840	04/30/08

BILL TO:
942840
MONTEZUMA PROPERTY OWNERS ASSN

PO BOX 592
RIMROCK, AZ 86335

SHIP TO:
5
MONTEZUMA PROPERTY OWNERS ASSN

4615 EAST GOLD MINE RD
RIMROCK, AZ 86335
ATTN PATRICIA OLSEN

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
RA#61696	04/30/08	JDM	1%/10 NET 30	ILNONIL	441469	01	FXD/PPD	UPS

USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE	PER	EXTENSION
	From CRS Doc# 061696							
32125	Chlorine Pocket Colorimeter II 0-8 mg/L, Hach 58700-00	1	1	0	EA	352.00	EA	352.00
	**********							
	YOUR ACCT WILL BE CREDITED WHEN ORIG DEFECTIVE ITEM IS REC'D							
	IN OUR WAREHOUSE AND THE RETURN IS PROCESSED.							
	**********							
	*****PREPAID ARS LABELS ARE INCLUDED IN BOX*****							

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE
ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
352.00	.00	.00	.00	.00	352.00

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Insure Proper Credit to Your Account

****IMPORTANT****
Please include this customer #
on the face of your remittance check.

CUSTOMER NO.	INVOICE NO.	DATE	TOTAL
942840	586353	04/30/08	352.00

USABlueBook

REMIT TO: USABlueBook, P.O. Box 9004, Gurnee, IL 60031-9004

ARIZONA JOBSITE CONCRETE, LLC
P.O. BOX 1921
CAMP VERDE, AZ 86322
Phone 928-649-0602

Invoice

Date	Invoice #
5/16/2008	79110

Bill To	Ship To
Montezuma Rimrock Water 4615 E. Goldmine Road Rimrock, AZ 86335	

S.O. No.	P.O. No.	Terms	Project
51608-100			

Item	Item Description	Invoiced	U/M	Rate	Amount
BLOCK 2X2X4	CONCRETE FORMED BLOCK 2X2X4 FEET ROCK FACE	15	ea	30.00	450.00T

Paid CK# 1099 5/14/08

Subtotal	$450.00
Sales Tax (8.35%)	$37.58
Total	$487.58
Payments/Credits	$0.00
Balance Due	$487.58

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Monday - Saturday

HIGHWAY TECHNOLOGIES
5301 EAST GIBSON AVENUE
FLAGSTAFF, AZ 86004
928-526-1646
928-527-8410 FAX

SALES AGREEMENT / INVOICE

Job Site

MONTEZUMA RIMROCK WATER CO
GREGORY OLSEN
PO BOX 10
RIMROCK, AZ 86335
C#: 928-592-9211 J#: 928-592-9211

Customer

MONTEZUMA RIMROCK WATER CO
GREGORY OLSEN
PO BOX 10
RIMROCK, AZ 86335

Customer.... 1005463252
Invoice #... 64979177-001
System date. 4/30/08

Invoice date 4/30/08 2:03 PM

Job Loc..... RIMROCK
Job No.....
P.O. #..... CK
Ordered By.. GREG
Written by.. HTV23JD
Salesperson. 99
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
HIGHWAY TECHNOLOGIES, INC
PO BOX 51581
LOS ANGELES, CA 90051-5881

Qty	Item number	Stock class	Unit	Price	Amount
1	TELE, FOUNDATION P1 FOR 2" PST P1-FOUNDATION-PG P-1 UM: (EA) EACH	COMOD	EA	31.836	31.84
12	TELESPAR, 2" 12GA GALV (FT ONLY) TELE 2IN 12GA GALV UM: (FT) LINEAR FOOT	COMOD	FT	10.508	126.10
4	HARDWARE TO MOUNT SIGN TO AFRAME SIGN TO AFRAME HARDWARE UM: (EA) EACH	MCI	EA	.250	1.00

Sub-total: 158.94
Tax: 13.24
Total: 172.18

PAID CHECK #2067

IMPORTANT - PLEASE READ CAREFULLY:
By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER:
As described on the back of this Sales Agreement, Highway Technologies makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express of implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT:
As Highway Technologies has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of Highway Technologies, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applied to any claims asserted against Highway Technologies based upon strict or product liability.

HIGHWAY TECHNOLOGIES WARRANTY PROGRAM:
Upon accepting the Highway Technologies Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE DATE NAME PRINTED HIGHWAY TECHNOLOGIES RENTALS AGENT / DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

NICHOLAS CONSOLIDATED, INC.
P.O. BOX 23340, PHOENIX, AZ 85063 • (602) 269-6994
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

03/25/08
Page 1 of 1

STATEMENT

P.O. BOX 23340
PHOENIX, ARIZONA 85063

STATEMENT DATE

03/25/08
Page 1 of 1

ACCOUNT NUMBER

33837

CUSTOMER NAME

MONTEZUMA RIMROCK WA

BILL TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

Terms: 2% 10TH NET 25

Date	Invoice#	Current	Over 30	Over 60	Over 90	Invoice#	Amount Due
03/03/08	S2638074.001	361.97				S2638074.001	361.97

Ck#2041
4/9/08
$361.97

Current	Over 30	Over 60	Over 90
361.97	0.00	0.00	0.00

Previous Bal	Payments	Purchases	Service Chgs	New Balance
29.67	29.67	361.97	0.00	361.97

** Deduct $6.70 if paid in full by the 10th of the month. **

BALANCE DUE 361.97

LESS DISCOUNT

AMOUNT REMITTED

Please detach and return this Portion with

Environmental Hydrosystems, LTD

Civil, Environmental & Water Resources Engineering
901 N. San Francisco Street
Flagstaff, AZ 86001-3235
(928) 225-2218

Date	Invoice #
8/25/2009	1488

Bill To
0843A RimRock Water Company Patricia Olson PO Box 10 RimRock, AZ 86335

P.O. No.	Due Date	Terms	Project
	8/25/2009		

Item	Description	Amount
Engineering Services	Final Payment for Montezuma RimRock Water Well	2,050.00

CK# 2001
8-25-09
$2050.00

	Total	$2,050.00
	Payments/Credits	$0.00
	Balance Due	$2,050.00

Payment is due with/in 30 days of invoice date. Late payment will result in late payment penalties as outlined in our contract and/or work order

Ligon Excavation, Inc
P.O. Box 442
Camp Verde, Az 86322

ROC#193683
ROC#193684

Office 928-567-8537
Fax 928-567-8577

PAST DUE

Invoice # 9584

DATE 1/7/08

Bill To: Montezuma Estates	Job Location:		
Address: Water Co.	Address:	Tieman Well Site	
City, State:	City:	Rimrock	

	DESCRIPTION	PRICE	UNIT	AMOUNT
1/2/08	Electric Service	2,000	1	2,000
	Control Panel Stand	↓		
	Concrete 11 Bags	120	1	120
	Cut pipe	20	1	20
	Truck + Driver	60	1	60
	Labor + Welding	100	8.5	850
	Unistrut + parts	78	1	78
	Extra cost above $325			
	for Commercial 200 Amp	547	1	547
				3,675
				151.68
				3,826.68
		C/C #		
	Tax	3,1094		
		115.00		
		117.68		

INVOICE TOTAL— $3826.68

THE HOME DEPOT 0423
1030 S HIGHWAY 260
COTTONWOOD, AZ 86326 (928)649-3758

0423 00013 05275 05/04/08
SALE 41 DW01TD 09:46 AM

050169076323 WP J BOX <A>	
2@31.26	62.52
032076057114 UGLY BOOK <A>	9.95
728494139302 CABLETIE <A>	6.97
051411961961 CONLCKNUT <A>	1.39
051411961954 CON LOCKNUT <A>	0.69
107041 MAX ULTRA <A>	898.00
SUBTOTAL	979.52
SALES TAX	83.75
TOTAL	$1063.27
XXXXXXXXXXXX4586 HOME DEPOT	1063.27
AUTH CODE 004642/6135965	TA

MONTEZUMA RIMROCK WAT
ARIAS S PATRICIA

[redacted]

Cornerstone Surveying and Engineering, Inc.

P.O. Box 1245
Cottonwood, AZ 86326

Invoice

Date	Invoice #
3/14/2008	8516

Bill To
Montezuma Rimrock Water Co LLC Greg & Patsy Olsen PO Box 10 Rimrock AZ 86335

Terms	Project
Due on receipt	10802150 Water Line Corridor

Serviced	Item	Description	Qty	Rate	Amount
3/14/2008	Topographic Survey	Topographic Survey 405-25-517 Along Bentley Dr to 405-25-740 C&D, Tieman to Towers Water Corridor, Rimrock	1	3,200.00	3,200.00

ck # 1045
3/29/08
$1,600.00

Thank you for your business.

Total	$3,200.00
Retainer Applied	$-1,600.00
Balance Due	$1,600.00

USABlueBook

Remit to:
P.O. Box 9004
Gurnee, IL 60031-9004

TEL: (847) 689-9781
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 36-3645787

INVOICE

INVOICE NO.	PAGE
547849	1 of 1
CUSTOMER NO.	DATE
956514	02/28/08

BILL TO:
956514
MONTEZUMA RIMROCK WATER CO

2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001

SHIP TO:
3
MONTEZUMA RIMROCK WATER CO

4615 E GOLDMINE RD
RIMROCK, AZ 86335
ATTN PATSY OLSEN

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
2/28/08	02/28/08	EMF	1%/10 NET 30	ILNONIL	410843	01	FXD/PPD	UPSRED

USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACK ORDER	U/M	PRICE	PER	EXTENSION
62398	Mercoid Bourdon Tube Pressure Switch 5-100PSI Weatherproof	1	1	0	EA	305.00	EA	305.00

3-25-08
CK #2029
$361.48

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE
ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
305.00	.00	.00	.00	56.48	361.48

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Purchase advantage

Quality water systems, consumables and parts
24-hour customer service

Home Login/View Account Search View Basket Checkout About Us Contact Us FAQ's

All prices are in US$

Invoice

Siemens Water Technologies
10 Technology Drive
Lowell, MA 01851

Order #7416

Date: 03/09/2008 13:18:26 EDT

Thank you for your order. An easy-to-print version of this invoice will also be emailed to you. Please keep this invoice for your records.

If you have any questions please contact customer service at 1-800-208-3554.

Please remember or record your Customer ID: patsy@montezumawater.com

Ship To:		Bill To:	
Name:	Patricia Olsen	**Name:**	Patricia Olsen
Email Address:	patsy@montezumawater.com	**Email Address:**	patsy@montezumawater.com
Phone Number:	928-300-3291	**Phone Number:**	928-300-3291
Fax Number:	928-592-9211	**Fax Number:**	928-592-9211
Company:	MRWC	**Company:**	MRWC
Address:	4615 E. Goldmine Rd. Rimrock, AZ86335 US	**Address:**	4615 E. Goldmine Rd. Rimrock, AZ86335 US

Code Product	Quantity	Price/Ea.	Total
LPK2 Pulsafeeder PULSAtron Series E Plus, Model LPK2, 3GPD 300PSI	1	$349.95	$349.95
Electrical: A			
Controls: S			
Connections: 1			
Extras: 500		$48.80	$48.80
Wet End Materials: WTC		$10.00	$10.00
		Shipping: FedEx Ground Service:	$17.14
		Sales Tax:	$22.89
		Total:	$448.78

::adCenter::

SIEMENS

Have a product or order question?
Industrial customers call customer service at 1-800-208-3554.
Residential customers click here

SECURED BY GeoTrust click to verify 09-Mar-08 17:16 GMT

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ARIZONA JOBSITE CONCRE
3900 N. Cherry Road P.O. Box 192
Camp Verde, AZ 86322
(928) 649-0602

CUSTOMER'S ORDER NO. DATE 20

NAME PHONE NUMBER ( )

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	

QUANTITY	DESCRIPTION	PRICE	AMOUNT

PAID

All claims and returned goods must be accompanied by this bill.

TAX	
DELIVERY	
TOTAL	

Received by

THANK YOU

STAPLES

that was easy.

Low prices. Every item. Every day.
2625 N. Woodlands Village Blvd.
Flagstaff, AZ 86001
(928) 214-8424

SALE [illegible] 94546
[illegible] 15:00

**********[illegible]*********

$5,000 SHOPPING SPREE AT STAPLES!
ENTER TO WIN!

[illegible]are about [illegible]hat you think!
[illegible] short [illegible]y and be entered
[illegible]onthly drawing. Just log on to
[illegible]www.staples-survey.com
[illegible] call 1-800-890-7305

[illegible]ou[illegible] survey code: 0100 9299 7134 6884

[illegible]ra encuesta en español en
[illegible]Internet o por teléfono.
[illegible]olas en la tienda.***

[illegible]ore for rule
Sur[illegible]le expires 01[illegible]
**********[illegible]**********

QTY SKU [illegible]

1	LENOVO 3000 Y410 N	
	715856	699.90
SUBTOTAL		699.90
	Standard Tax 8.126%	56.87
TOTAL		$756.77

MasterCard 756.77
Card No.: XXXXXXXXXXXX2398 <S>
Auth No.: 000320

For pick-up

TOTAL ITEMS 1 in store

Picked up 1/8/08

Compare and Save
with Staples-brand products.

THANK YOU FOR SHOPPING AT STAPLES!

Shop online at www.staples[illegible]

THIS JANUARY, Staples [illegible]s
GET 20% BACK [illegible]
FROM OUR BEST [illegible]
Visit www.staples.com/[illegible]

STAPLES
that was easy.

Staples, Inc.
Phone: 1-800-333-3330
Fax: 1-800-333-3199
Online: www.staples.com

Fax Order Confirmation

Company Name: MRWC
Contact Name: PATRICIA OLSEN
Phone Number: 928-300-3291
Address: 4615 E. GOLDMINE RD.
P.O. BOX 10
RIMROCK, AZ 86335-6234

Staples Order Number: 9179259819 -000
PO Number (if provided by customer): P-

Item Number	Qty	Qty Unit	Description	Expected Delivery	Subtotal
351470	4	BX	#9 WINDOW ENV 24# 500 BX	1/07/08	91.92
381898	2	BX	ENV DBL ENDW LASER CHECK	1/07/08	131.96

Merchandise Total:	223.88
Delivery Fee:	
Coupons:	
Total Tax:	12.54
Order Total:	236.42

- Thank you for your order. We appreciate your business.
- Staples delivers Monday-Friday between the hours of 9am and 5pm. Your items are schedules to arrive on or before the date(s) listed above (pending credit approval).
- Multiple item offers may arrive in several shipments and via different couriers. If your item has not arrived by 3pm the day following the date shown above, please call us at 1-800-333-3330 and we'll be happy to resolve the problem.
- You can check the status of your order at www.staples.com. Just go to the order status page, enter your Order Number, Delivery Zip Code and click "Submit".
- Prices displayed are the regular cost of the item and may not reflect the coupons or other discounts.

CTS OFFICE SUPPLY (928) 634-9479

Ref. No: G 019618575

№ 78098

ARIZONA JOBSITE CONCRETE
3900 N. Cherry Road P.O. Box 1921
Camp Verde, AZ 86322
(928) 649-0602

CUSTOMER'S ORDER NO. MONT. RIMROCK H2O

DATE 01 08 08

NAME

PHONE NUMBER ( )

ADDRESS

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
11	ROCK BLOCK 2x2x4	2250	247 50
	Paid Check # 1089		

All claims and returned goods must be accompanied by this bill.

TAX 20 67

DELIVERY —

TOTAL 268 17

Received by Mon Park

THANK YOU

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

EHS LTD

Environmental Hydrosystems Ltd
Civil, Environmental & Water Resources Engineering
901 N. San Francisco St
Flagstaff, AZ 86001
(928) 225-2218 (work)
(928) 225-2222 (fax)

Original Contract Documents Have Been Modified to this Version by Environmental Hydrosystems, Ltd., via its License Agreement. Liability for the Modifications Belongs to Environmental Hydrosystems, Ltd.

Original Documents Prepared by:
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly by

ACEC

National Society of Professional Engineers®

ASCE American Society of Civil Engineers

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American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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Original Contract Documents Have Been Modified to this Version by Environmental Hydrosystems, Ltd., via its License Agreement - Liability for the Modifications Belongs to Environmental Hydrosystems, Ltd.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 4/19/11 ("Effective Date") between

Patricia Olsen, Montezuma Rimrock Water Co LLC ("Owner")

and Environmental Hydrosystems Ltd ("Engineer")

Engineer agrees to provide the services described below to Owner for Montezuma Rimrock Well ("Project").

Description of Engineer's Services: Stake the water line along Bently Drive from station 20+00 to End of line Station 34+50 as shown on the engineered plans prepared by EHS Ltd dated 2/9/10. The survey work shall be completed on April 20th, 2011. You will provide one laborer to assist in the survey

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Schedule A Payment.

2.01 Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of invoice date. If Owner has questions or concerns over any part of the invoice, Owner shall contact Engineer within ten (10) days. If the Owner does not contact Engineer within 10 days the Owner agrees with the bill and will not withhold any of the payment. If Owner fails to make any payment due Engineer for services and expenses within 30 days of invoice date, the amounts due Engineer will be increased at the rate of 10.0% per month from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Payment Obligation:* The Owners obligation to pay the Engineer is unconditional.

D. *Review/Permit/Construction Fees*: All charges from review agencies and contractors shall be paid by the Owner.

E, Retainer: The owner shall provide a check to the Survey Crew Chief, Doug Slover, upon arrival at the project site.

3.01 Additional Services

A. Any additional services shall be agreed upon, in writing between the Owner and Engineer.

B. Owner shall pay Engineer for such additional services as agreed upon in writing.

C. *Changes in Scope of Work*: Engineers does not guarantee that there will not be changes in the project Scope of Work or schedule that result from public review agencies or others. Such changes may require renegotiating fees and/or schedules.

4.01 Termination

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.
Original Contract Documents Have Been Modified to this Version by Environmental Hydrosystems, Ltd., via its License Agreement - Liability for the Modifications Belongs to Environmental Hydrosystems, Ltd.

A. Either the Owner or Engineer may terminate this agreement at any time, with or without cause, by giving the other written notice. If the Owner decides to terminate the agreement for any reason the Owner shall pay the Engineer for all work done to the date of the written termination plus five percent.:

B. The terminating party under paragraphs 4.01.A. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractors work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractors work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Documents and Drawings prepared by the Engineer are for this project only and may not be re-used, in whole or in part, without written permission from the Engineer.

G. To the fullest extent permitted by law, Owner and Engineer (1)waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2)agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineers Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition,

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Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

J. Owner gives Engineer permission to have full access to the project site and Engineer shall not be held responsible for the inadvertent damage to equipment or property.

K. Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 3 and Schedule A Scope of Services consisting of 1 Pages and Schedule B Payment consisting of 1 Pages inclusive), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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Schedule A
Payment (Lump Sum)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A retainer in the amount of $1,200.00 To be disbursed as set forth in paragraph 2.01(E)

2. A Lump Sum amount of $ $1,200.00 for the completion of services as outlined in Schedule A

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 1 months. Should the time to complete the project be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: Patricia Olson

Title: President, Montezuma Rimrock Water Co LLC

Date Signed:

Address for giving notices:

Montezuma Rimrock Water Co LLC

PO Box 10

Rimrock, AZ 86335

ENGINEER:

By: Justin O. Ramsey

Title: President, Environmental Hydrosystems Ltd

Date Signed: 4/19/11

License No. and State 34599 AZ
17187 NM

Address for giving notices:

Environmental Hydrosystems Ltd

901 N. San Francisco Street

Flagstaff, AZ 86001

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

EHS LTD

Environmental Hydrosystems Ltd
Civil, Environmental & Water Resources Engineering
901 N. San Francisco St
Flagstaff, AZ 86001
(928) 225-2218 (work)
(928) 225-2222 (fax)

Original Contract Documents Have Been Modified to this Version by Environmental Hydrosystems, Ltd., via its License Agreement. Liability for the Modifications Belongs to Environmental Hydrosystems, Ltd.

Original Documents Prepared by:
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly by

ACEC

National Society of Professional Engineers®

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ~~12/3/08~~ ("Effective Date") between

Patricia Olsen, Montezuma Rimrock Water Co LLC ("Owner")

and Environmental Hydrosystems Ltd ("Engineer")

Engineer agrees to provide the services described below to Owner for Montezuma Rimrock Well ("Project").

Description of Engineer's Services: Stake the water line along Bently Drive from the new well to station 20+00 as shown on the engineered plans prepared by EHS Ltd dated 2/9/10. The survey work shall be completed on April 18th, 2011. The fee assumes control points can be determined in the field near the new well. You will provide Two laborers to assist in the survey, the laborers shall run the rod and pound and label construction stakes.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Schedule A Payment.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of invoice date. If Owner has questions or concerns over any part of the invoice, Owner shall contact Engineer within ten (10) days. If the Owner does not contact Engineer within 10 days the Owner agrees with the bill and will not withhold any of the payment. If Owner fails to make any payment due Engineer for services and expenses within 30 days of invoice date, the amounts due Engineer will be increased at the rate of 10.0% per month from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Payment Obligation:* The Owners obligation to pay the Engineer is unconditional.

D. *Review/Permit/Construction Fees*: All charges from review agencies and contractors shall be paid by the Owner.

E, Retainer: The owner shall provide a check to the Survey Crew Chief, Doug Slover, upon arrival at the project site.

3.01 Additional Services

A. Any additional services shall be agreed upon, in writing between the Owner and Engineer.

B. Owner shall pay Engineer for such additional services as agreed upon in writing.

C. *Changes in Scope of Work*: Engineers does not guarantee that there will not be changes in the project Scope of Work or schedule that result from public review agencies or others. Such changes may require renegotiating fees and/or schedules.

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4.01 Termination

A. Either the Owner or Engineer may terminate this agreement at any time, with or without cause, by giving the other written notice. If the Owner decides to terminate the agreement for any reason the Owner shall pay the Engineer for all work done to the date of the written termination plus five percent.:

B. The terminating party under paragraphs 4.01.A. may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractors work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractors work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Documents and Drawings prepared by the Engineer are for this project only and may not be re-used, in whole or in part, without written permission from the Engineer.

G. To the fullest extent permitted by law, Owner and Engineer (1)waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2)agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineers Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or

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waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

J. Owner gives Engineer permission to have full access to the project site and Engineer shall not be held responsible for the inadvertent damage to equipment or property.

K. Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 3 and Schedule A Scope of Services consisting of 1 Pages and Schedule B Payment consisting of 1 Pages inclusive), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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Schedule A
Payment (Lump Sum)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A retainer in the amount of $1,200.00 To be disbursed as set forth in paragraph 2.01(E)

2. A Lump Sum amount of $ $1,200.00 for the completion of services as outlined in Schedule A

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 2 months. Should the time to complete the project be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: Patricia Olson

Title: President, Montezuma Rimrock Water Co LLC

Date Signed:

Address for giving notices:

Montezuma Rimrock Water Co LLC

PO Box 10

Rimrock, AZ 86335

ENGINEER:

By: Justin O. Ramsey

Title: President, Environmental Hydrosystems Ltd

Date Signed: 4/5/11

License No. and State 34599 AZ
17187 NM

Address for giving notices:

Environmental Hydrosystems Ltd

901 N. San Francisco Street

Flagstaff, AZ 86001

Southwest Ground-water Consultants, Inc.

March 14, 2010

Ms Patricia Olsen, President
Montezuma Rimrock Water Co. LLC
P.O. Box 10
Rimrock, AZ 86335

SUBJECT: PROPOSED ENVIRONMENTAL INFORMATION DOCUMENT TIEMANN WELL, RIMROCK, ARIZONA

Dear Ms. Olsen:

Southwest Ground-water Consultants, Inc. (SGC) is pleased to submit this proposal for preparation of an Environmental Information Document (EID) for the subject project. SGC understands that the Tiemann Well is a proposed water supply well for Montezuma Rimrock Water Co. LLC. The proposed location is in the southeast one-quarter of T15N, R5E of the Gila and Salt River Base and Meridian. SGC understands that Montezuma Rimrock Water Co. LLC is seeking funding from the Water Infrastructure Finance Authority of Arizona (WIFA). Submittal of an EID has been requested by WIFA.

APPROACH

SGC proposes to prepare an EID in the format requested by WIFA. The proposed study is centered upon the reasonably available, existing data. The report will provide a description of the project, Alternatives to the project, discussion of the environmental consequences of the project, a summary of mitigation methods, description of public involvement and maps related to the study content.

The proposed study does not include the development of new data from testing of wells, field data collection, lab analysis or other data generation methods. The proposed study consists of the collection of existing information from agencies and previous studies, summarization of the information and presentation in the WIFA EID report format.

SCOPE OF WORK

The EID Report will be prepared by conducting the following tasks.

Task 1 - Information Collection.

SGC will collect and review reasonably available information for the project vicinity from agency sources. This will include information regarding land use, floodplain, wetlands, historical resources, biological resources, water quality, air quality, noise abatement, scenic rivers, transportation and socio-economic issues. Information queries to agencies will include

Post Office Box 4564
Cottonwood, Arizona 86326
P (928) 649-9993 • F (928) 649-2199

Cottonwood, Arizona
Phoenix, Arizona
Prescott, Arizona

departments of the Arizona government such as Environmental Quality, Economic Security, Game and Fish, Historical Preservation, Parks and Water Resources. Federal agency inquiries will include BIA, BLM, FEMA, Park Service, USACE, USDA, USEPA and USFS. Agency inquiries will also include tribal governments in the area.

Task 2 – Draft Report

SGC will prepare a draft EID report. The report will summarize the information collected in Task 1. The report will describe the proposed project and the need for the project. Alternatives to the project will be proposed and evaluated. The environmental consequences of the project will be evaluated. The evaluation of consequences will address land use / important farmland / formally classified lands, floodplains, wetlands, historical resources, sensitive biological resources, water quality issues, air quality, noise abatement and control, wild and scenic rivers, transportation, socio-economic issues and miscellaneous environmental considerations. Potential adverse environmental impacts will be identified and summarized. Methods for mitigating will be described. The report will summarize the public participation in the project process, public comment and anticipated public benefits of the project.

COST ESTIMATE

We propose to provide these services on a time and materials basis. Should we encounter conditions, which warrant additional work, such conditions will be reviewed with you prior to proceeding. SGC estimates that the study can be completed in approximately three weeks. The estimated costs for the proposed scope of work are shown below.

COST ESTIMATE	
Task 1 – Information Collection	$ 3,300.00
Task 2 – Draft Report	$ 2,000.00
TOTAL ESTIMATED COST	$ 5,300.00

Our observations, interpretations, and recommendations forwarded in the progress of this work are based on conditions that exist at the time that the study is conducted. These interpretations are based upon SGC's evaluation of information collected from a number of sources. The firm is not responsible for the accuracy or completeness of data obtained from officials of regulatory agencies, nor for discrepancies between our conclusions and future activities at the site resulting in conditions, which were not present at the site during this study. It should also be recognized that SGC's work is done in accordance with our understanding of the regulatory standards, which existed at the time the work was performed.

SGC is a professional consulting firm and is incorporated according to the provisions set forth by the Arizona Corporation Commission. The firm is comprised of geologists and engineers, registered to practice in the State of Arizona as well as other States. SGC's Schedule of Fees, Charges. and Conditions are included as Attachment I.

If you are in agreement with the Scope of Work, the estimated time and materials fee of **$5,300.00** and the conditions as stated in Attachment I, please sign Attachment I and return the original to indicate your understanding and concurrence with the conditions set forth herein.

SGC appreciates this opportunity to work with you on this project. If you have further questions or need to address any of these elements in more detail, please call the undersigned at the SGC Cottonwood office (928) 649-9993.

Sincerely,
Southwest Ground-water Consultants, Inc.

Chris Catalano, R.G.
Manager – Cottonwood Office

Attachment: Contract for professional consulting services

INVOICE

WestLand Resources, Inc.
Engineering and Environmental Consultants
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
Phone: 520-206-9585 Fax: 520-206-9518

Project Name:
ADEQ Submittal Services

Invoice To:

Patricia Olsen
Montezuma Rimrock Water Company
P O Box 10
Rimrock, AZ 86335

Invoice No: 176301001
Project No: 1763.01
Contract Number:
Invoice Date: August 14, 2012
Period Ending: August 10, 2012
Payment Terms: Due Upon Receipt

Invoice Amount: ***$999.99***

Project 1763.01 ADEQ Submittal Services

Billing Group A Engineering Services

Bill Group Maximum	1,000.00
Previous Billing	0.00
Current Billing	999.99
Balance	**.01**

	Previous Billings	**Current Billing**
8000 Engineering Services	0.00	962.50
Subtotal	0.00	962.50
Plus Reimbursable Expenses:	0.00	37.49
Total	**0.00**	**999.99**

Total this Invoice **$999.99**

INVOICE

Project Name: ADEQ Submittal Services
Project Number: 1763.01
Contract Number:

Invoice Date: August 14, 2012
Invoice Number: 176301001
Period Ending: August 10, 2012

Invoice Amount: $999.99

Billing Backup

Tuesday, August 14, 2012
12:47:48 PM

WestLand Resources, Inc. Invoice 176301001 Dated 8/14/2012

Project	1763.01	ADEQ Submittal Services
Billing Group	A	Engineering Services
Task	8000	Engineering Services

Professional Personnel

		Hours		Amount	
Const. Inspector-G12					
Slover, Douglas	7/17/2012	3.00	110.00	330.00	
Onsite Inspections					
Slover, Douglas	7/29/2012	1.50	110.00	165.00	
Record Drawings					
Slover, Douglas	7/31/2012	.75	110.00	82.50	
Record Drawings					
Slover, Douglas	8/1/2012	1.50	110.00	165.00	
Record Drawings					
Slover, Douglas	8/2/2012	.50	110.00	55.00	
Record Drawing Prints					
Sr. Proj. Eng./Senior PM-G17					
Ramsey, Justin	7/25/2012	1.00	165.00	165.00	
AOC Preparation					
Totals		8.25		962.50	
Total Labor					**962.50**

Reimbursable Expenses

Mileage-Reimb				
AP 45663	7/20/2012	Slover, Douglas / Ee Mileage Reimb 7/17	37.49	
	Total Reimbursables		**37.49**	**37.49**

Total this Task	**$999.99**
Total this Billing Group	**$999.99**
Total this Report	**$999.99**

Environmental Hydrosystems, LTD

Civil, Environmental & Water Resources Engineering
901 N. San Francisco Street
Flagstaff, AZ 86001-3235
(928) 225-2218

Date	Invoice #
1/5/2010	1503

PAID

Bill To
0843B Rimrock Water Line Patricia Olson PO Box 10 Rimrock, AZ 86335

P.O. No.	Due Date	Terms	Project
	1/5/2010		

Item	Description	Amount
Engineering Services	Deposit for Water Line Design	2,500.00

Total	$2,500.00
Payments/Credits	$-2,500.00
Balance Due	$0.00

Payment is due with/in 30 days of invoice date. Late payment will result in late payment penalties as outlined in our contract and/or work order

Environmental Hydrosystems, LTD

Civil, Environmental & Water Resources Engineering
901 N. San Francisco Street
Flagstaff, AZ 86001-3235
(928) 225-2218

Date	Invoice #
1/5/2010	1502

PAID

Bill To
0843B Rimrock Water Line Patricia Olson PO Box 10 Rimrock, AZ 86335

P.O. No.	Due Date	Terms	Project
	1/5/2010		0843B

Item	Description	Amount
Engineering Services	Deposit for Water Line Design	2,000.00

Total	$2,000.00
Payments/Credits	$-2,000.00
Balance Due	$0.00

Payment is due with/in 30 days of invoice date. Late payment will result in late payment penalties as outlined in our contract and/or work order

Environmental Hydrosystems, LTD

Civil, Environmental & Water Resources Engineering
901 N. San Francisco Street
Flagstaff, AZ 86001-3235
(928) 225-2218

Date	Invoice #
5/18/2010	1539

Bill To
0843B Rimrock Water Line Patricia Olson PO Box 10 Rimrock, AZ 86335

P.O. No.	Due Date	Terms	Project
	5/18/2010		

Item	Description	Amount
Engineering Services	Water Transmission Line Construction Documents	4,000.00
Engineering Services	Arsenic Treatment Construction Documents	3,150.00

Total	$7,150.00
Payments/Credits	$0.00
Balance Due	$7,150.00

Payment is due with/in 30 days of invoice date. Late payment will result in late payment penalties as outlined in our contract and/or work order

Item #7(b)

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.

STATEMENT

10779 N. Solar Canyon Way
Surprise, AZ 85379
(602) 353-4146
www.canyonpipe.com
www.phoenixwholesale.com

[redacted]

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
12/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
11/28/11	S3292856.001	378.82			

SPECIAL EMAIL OFFERS Sent Directly to You!
Our Email Sales Flyer is Jam-Packed with:
·Special Offers
·New Product Arrivals
·Limited Quantity Specials
·And much more!!
Sign up today at ginah@phoenixwholesale.com with your email address, company name and your name.

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
350.00	0.00	378.82	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 01/10/12 you may deduct 13.36

1-17-12
$200.00
ck #3610

0001:0001

CANYON PIPE & SUPPLY INC. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.

STATEMENT

STATEMENT

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

www.canyonpipe.com
www.phoenixwholesale.com

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

Detach Here
Please send this stub with your remittance advice

STATEMENT DATE
02/25/11
ACCOUNT NUMBER
33837
PLEASE REMIT PAYMENTS TO
Canyon Pipe & Supply/ Phoenix Wholesale 10779 N. Solar Canyon Way Surprise, AZ 85379

MONTEZUMA RIMROCK WATER CO LLC

STATEMENT DATE	ACCOUNT NUMBER
02/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
02/14/11	S3159586.001	299.50			
02/16/11	S3159602.001	220.95			

INVOICE #	AMOUNT
S3159586.001	299.50
S3159602.001	220.95
TOTAL	520.45

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
0.00	0.00	520.45	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 03/10/11 you may deduct 9.62

Less Discount _____

Amount Remitted _____

0001:0001

[redacted]

Gurnee, IL 60031-9004
TEL: (847) 689-3000
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 52-2418852

956514	07/27/11

View online at: http://usabluebook.billtrust.com
Web Enrollment Token: PFZ PIV TSD

BILL TO: 956514
[redacted]

SHIP TO: SAME

MONTEZUMA RIMROCK WATER CO
2126 S TOMBAUGH WAY
FLAGSTAFF AZ 86001-7164

MONTEZUMA RIMROCK WATER CO
2126 S TOMBAUGH WAY
FLAGSTAFF AZ 86001
USA

Attention: 0002 PATRICIA OLSEN

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA
VERBAL	07/27/11	SAJ	NET 30	AZ	313897	21	PREPAID	UPS

USA STOCK NO.	DESCRIPTION	ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSION
61969	KOPkit K2WTC1 PVC Teflon & Ceramic	1	1	0	EA	94.70	EA	94.70
77007	Injection Valve Assembly 37356 PVDF Polyprel & Ceramic	2	2	0	EA	62.40	EA	124.80
69489	Flapper Valve Flexiprene 27352	4	4	0	EA	5.83	EA	23.32

8-5-11
ck #2147
273.42

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE
ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
242.82	0.00	0.00	16.03	14.57	273.42

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Insure Proper Credit to Your Account

CANYON Pipe & Supplies | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

STATEMENT

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

www.canyonpipe.com
www.phoenixwholesale.com

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
08/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
08/23/11	S3251551.001	423.70			

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
0.00	0.00	423.70	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 09/10/11 you may deduct 7.77

8-6-11
CK#2189
$423.70

0001:0001

CANYON Phoenix
Pipe & Supply Inc. Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Phoenix	3333 W. Vernon • 602-269-6994 • Fax 602-269-7998
Surprise	16779 No Millgard Way • 623-877-5200 • Fax 623-544-5235
Mesa	1250 So Pima • 480-898-8888 • Fax 480-649-1128
Tucson	505 E. 17th St. • 520-884-8944 • Fax 520-623-5561
Cottonwood	2702 W. Union Dr. • 928-646-9495 • Fax 928-646-6044
Flagstaff	3500 S Huntington Dr • 928-527-3023 • Fax 928-527-3094
Prescott Valley	3254 N. Industrial Way • 928-775-5455 • Fax 928-775-5535
Tempe	402 W. Fairmont • 480-483-7797 • Fax 480-921-0203

S3159602.001
Page 1
Inv-Date: 02/16/11

BILL TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

SHIP TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

Order-Date	Ship-Date	Writer	Ordered By	Ship Via	Tax Jur
02/14/11	02/16/11	JERHAM	PATSY	OT OUR TRUCK	COT

Purchase Order#	Job Name	Terms
STOCK		2% 10TH NET 25

Ord Qty	Shp Qty	Description	Unit Price	Net
1	1	102088 S-B 226-00066312-000 FC REP CLAMP	159.488E	159.49
1	1	27357 PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL	46.330EA	46.33

ck # 2978
$216.83
3-6-11

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

$4.12 cash discount may be deducted if paid per terms stated above.
No discount on freight, tax and certain product lines.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT THIS TITLE TO THE GOODS SOLD IT MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER, TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

TERMS AND CONDITIONS OF SALE ARE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSIBLE.

[illegible] 16779 N. Millgard Way Surprise Az 85379

Net Amount	205.82
Freight	0.00
Handling	0.00
Sales Tax	15.13
Total Amount	220.95

CANYON Pipe & Supply Inc.

Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing · HVAC · Industrial · Waterworks

Ship Ticket

08:02:39 14 FEB 2011

May

ORDER DATE	ORDER NUMBER
02/14/11	S3159586.001

ORDER TO:
Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3323 Fax 928-526-1852

PAGE NO: 1

SOLD TO:
MONTEZUMA ESTATES WATER CO - MONEST
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335
Phone: 928-284-9087

SHIP TO:
MONTEZUMA ESTATES WATER CO - MONE
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
27636	STOCK		99905 CPS COTTONWOOD

METER	SHIP VIA	WAREHOUSE	SHIP DATE	WEIGHT
JEREMIAH HAMPTON	PK CUST HERE	Shp 9 Prc 9	02/14/11	No

ORDER QTY	SHIP QTY		DESCRIPTION	Unit Price	Net
2ea	2ea		MUEL B24205583434 5/8X3/4X3/4 MCXF ANGLE METER VALVE Loc: 70-05B Pn: 98901	44.173	88.35
2ea	2ea		MUEL B250291 1" MIPXIPS COMP CORP STOP Loc: 70-02C Pn: 262657	47.246	94.49
1ea	1ea		MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE Loc: 70-05B Pn: 164874	45.548	45.55
1ea	1ea		PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL Loc: 98-YD1 Pn: 27357	46.330	46.33

The signature on the receipt for this order acknowledges that the above merchandise has been delivered and/or received in perfect condition. Note: Returns will not be accepted without authorization and would be subject to a minimum 15% restocking charge.

Subtotal	274.72
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	274.72

Filled by_____ Checked by_____ Pieces_____

Customer Signature: _____ Date: __/__/__

Printed Name:_____

CANYON PIPE & SUPPLY | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff- BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-3094
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8600 • Fax (480) 642.1120
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
04/26/11	06/25/11

INVOICE NUMBER
S3192527.001

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

950 1 AB 0.368 E0295X 10591 D318550527 P764581 0001:0002

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS	CUSTOMER P.O. NUMBER
04/26/11	04/26/11	OT OUR TRUCK	2% 10TH NET 25	XR501

WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2	2	ROMAC XR501-7.60X7.60X7 COUPLING 6.60-7.60	345654	155.171E	310.34

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 06/10/11 you may deduct $6.21

Net Amount	310.34
Freight/Handling	
Sales Tax	22.81
Total Amount	333.15

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001-0002

CANYON Pipe & Supply

Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff- BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-3094
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5888 • Fax (928) 532.5808
Mesa	(480) 850.0006 • Fax (480) 643.1123
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
06/21/11	07/25/11

INVOICE NUMBER
S3213038.001

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS	CUSTOMER P.O. NUMBER
06/09/11	06/21/11	OT OUR TRUCK	2% 10TH NET 25	6" REPAIR COUPLING

WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2	2	ROMAC 511 REPAIR COUPLING 6IP 6.63 X 6.63 X 7	165857	129.452E	258.90

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shelyh@canyonpipe.com

If paid by 07/10/11 you may deduct $5.18

THANK YOU FOR YOUR BUSINESS!!!

Net Amount	258.90
Freight/Handling	
Sales Tax	19.03
Total Amount	277.93

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001-0003

CANYON Pipe & Supplies

Phoenix Wholesale, Inc.

[redacted]

Ship Ticket

NICHOLAS CONSOLIDATED INC.
Wholesale Distributors of Plumbing · HVAC · Industrial · Waterworks

08:02:39 14 FEB 2011

April

ORDER DATE	ORDER NUMBER
02/14/11	S3159586.001

ORDER TO:
Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852

PAGE NO. 1

SOLD TO:
MONTEZUMA ESTATES WATER CO - MONEST
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335
Phone: 928-284-9087

SHIP TO:
MONTEZUMA ESTATES WATER CO - MONE
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
27636	STOCK		99905 CPS COTTONWOOD

METER	SHIP VIA	WAREHOUSE	SHIP DATE	FREIGHT
JEREMIAH HAMPTON	PK CUST HERE	Shp 9 Prc 9	02/14/11	No

ORDER QTY	SHIP QTY		DESCRIPTION	Unit Price	Net
2ea	2ea		MUEL B24265583434 5/8X3/4X3/4 MCXF ANGLE METER VALVE Loc: 70-05B Pn: 98901	44.173	88.35
2ea	2ea		MUEL B250291 1" MIPXIPS COMP CORP STOP Loc: 70-02C Pn: 262657	47.246	94.49
1ea	1ea		MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE Loc: 70-05B Pn: 164874	45.548	45.55
1ea	1ea		PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL Loc: 98-YD1 Pn: 27357	46.330	46.33

The signature on the receipt for this order acknowledges that the above merchandise has been delivered and/or received in perfect condition. Note: Returns will not be accepted without authorization and would be subject to a minimum 15% restocking charge.

Subtotal	274.72
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	274.72

Filled by_____ Checked by_____ Pieces_____

Customer Signature: _____ Date: __/__/__

Printed Name: _____

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.

Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 895.8888 • Fax (480) 849.1126
Tucson	(520) 294.9544 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.0665 • Fax (480) 921.0293
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
03/10/11	04/25/11
INVOICE NUMBER	
S3171427.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

2

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
03/10/11	03/10/11	SLS SALESMAN	2% 10TH NET 25		NORM RASK HOT TAP
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	NORM	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
1	1	MUEL B2969 2" IP STOP CORP BALL TYPE	201752	127.143E	127.14
1	1	MUEL H15451 2" ADPT COUP FIPX110 CT	100692	44.982E	44.98
1	1	MUEL B250282 2" CTS COMPXMIP STOP CORP	163774	140.077E	140.08
1	1	MUEL 528707 1-1/2IPS / 2 CTS INSERT STIFFENER	212568	6.550E	6.55

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shelyn@canyonpipe.com

If paid by 04/10/11 you may deduct $6.37

Net Amount	318.75
Freight/Handling	
Sales Tax	23.43
Total Amount	342.18

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER, TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0002:0002

CANYON PIPE & SUPPLY INC. Phoenix
Pipe & Supply Inc. Tucson, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Phoenix 3333 W. Vernon • 602-269-6994 • Fax 602-269-7998
Surprise 10779 No Millgard Way • 623-877-5200 • Fax 623-544-5239
Mesa 1250 So Pima • 480-898-8888 • Fax 480-649-1128
Tucson 505 E. 17th St. • 520-884-8844 • Fax 520-623-5561
Prescott 2702 W. Union Dr. • 928-445-9499 • Fax 928-445-8044
Flagstaff 3805 E Huntington Dr • 928-527-3023 • Fax 928-527-3094
Prescott Valley 7841 N. Industrial Way • 928-775-3499 • Fax 928-775-3330
Tempe 402 W. Fairmont • 480-483-7787 • Fax 480-831-0393

S3159586.001
Page 1
Inv-Date: 02/14/11

BILL TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

SHIP TO:
MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK, AZ 86335

Order-Date	Ship-Date	Writer	Ordered By	Ship Via	Tax Jur
02/14/11	02/14/11	JERHAM	PATSY	PK CUST HERE	FLAG

Purchase Order#	Job Name	Terms
STOCK		2% 10TH NET 25

Ord Qty	Shp Qty	Description	Unit Price	Net
2	2	98901 MUEL B2426558434 5/8X3/4X3/4 MCXF ANGLE METER VALVE	44.173ea	88.35
2	2	262657 MUEL B250291 1" MIPXIPS COMP CORP STOP	47.246ea	94.49
1	1	164974 MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE	45.548ea	45.55
1	1	27357 PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL	46.330EA	46.33

c/c #3001
3-22-11
$299.50

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

$5.50 cash discount may be deducted if paid per terms stated above.
No discount on freight, tax and certain product lines.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER IT'S WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

TERMS AND CONDITIONS OF SALE ARE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSIBLE.
REMIT TO: 10779 N. Millgard Way Surprise Az 85378

Net Amount	274.72
Freight	0.00
Handling	0.00
Sales Tax	24.78
Total Amount	299.50

[redacted]

Ship Ticket

CANYON Pipe & Supply Inc.

Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing · HVAC · Industrial · Waterworks

08:02:39 14 FEB 2011

March

ORDER DATE	ORDER NUMBER
02/14/11	S3159586.001

ORDER TO:
Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3025 Fax 928-526-1852

PAGE NO: 1

SOLD TO:
MONTEZUMA ESTATES WATER CO - MONEST
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335
Phone: 928-284-9087

SHIP TO:
MONTEZUMA ESTATES WATER CO - MONE
GENERAL ACCOUNT
PO BOX 592
RIM ROCK, AZ 86335

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON
27636	STOCK		99905 CPS COTTONWOOD

BUYER	SHIP VIA	WAREHOUSE	SHIP DATE	FREIGHT
JEREMIAH HAMPTON	PK CUST HERE	Shp 9 Prc 9	02/14/11	No

ORDER QTY	SHIP QTY		DESCRIPTION	Unit Price	Net
2ea	2ea		MUEL B24265583434 5/8X3/4X3/4 MCXF ANGLE METER VALVE Loc: 70-05B Pn: 98901	44.173	88.35
2ea	2ea		MUEL B250291 1" MIPXIPS COMP CORP STOP Loc: 70-02C Pn: 262657	47.246	94.49
1ea	1ea		MUEL B2426558341 5/8X34X1 MCXFIP VALVE METER ANGLE Loc: 70-05B Pn: 164874	45.548	45.55
1ea	1ea		PE ENDOPOLY 1"X100 BLACK IPS-ID SIDR-7 200 PSI WATER PIPE COIL Loc: 98-YD1 Pn: 27357	46.330	46.33

The signature on the receipt for this order acknowledges that the above merchandise has been delivered and/or received in perfect condition. Note: Returns will not be accepted without authorization and would be subject to a minimum 15% restocking charge.

Subtotal	274.72
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	274.72

Filled by _____ Checked by _____ Pieces _____

Customer Signature: _____ Date: ___/___/___

Printed Name: _____

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
11/8/2011	4643

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
2.5	11/8/11 Service call: Booster pumps not operating properly @ Well #1 station; Found frozen switch and system not working on auto without other system shut down. Found and changed crossed wires to warrick. Both system working on auto now. Also @ Well #2 station, air compressor running constantly; found and drained water in warrick holder and then sealed lid on holder.	85.00	212.50

11-30-11 Ck #4359 212.50

Phone #
(928)646-7398

Sales Tax (7.35%)	$0.00
Total	$212.50
Payments/Credits	$0.00
Balance Due	$212.50

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
4/18/2011	4532

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
3	Service Call 4/15/11: system not operating properly; found contactor was chattering & system shutting down because of short cycling due to bad float; changed out contactor & pump up float; checked out system	90.00	270.00
1	40amp 2 pole 230V contactor	120.00	120.00
1	pump up float	72.00	72.00

5-8-11
$476.4
CK#2057

Phone #
(928)646 7398

Sales Tax (7.35%)	$14.11
Total	$476.11
Payments/Credits	$0.00
Balance Due	$476.11

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
6/23/2011	4571

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
2	Service Call 6/22/11: replaced warrick control for air compressor	90.00	180.00
1	16MB2AO warrick control	243.75	243.75

7-19-11
ck # 2135
$441.67

Phone #
(928)646-7398

Sales Tax (7.35%)	$17.92
Total	$441.67
Payments/Credits	$0.00
Balance Due	$441.67

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
6/17/2011	4564

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
1.5	6/15/11 Service call: After hours Service call to check water flow into tank: Checked valve at well #2. Water flow good; adjusted valve for more water flow. Tank at good level.	135.00	202.50

7-5-11
ck #2111
$202.50

Phone #
(928)646-7308

Sales Tax (7.35%)	$0.00
Total	$202.50
Payments/Credits	$0.00
Balance Due	$202.50

928-634-4978
PO Box 252
Cornville, AZ 86325

Northern Arizona Pump, Inc.

Fax: 928-634-1944
norazpump@aol.com

SERVICE REPORT

Date	Page No.		Work Order#
Owner		Customer	
Address		Job Address	
		Phone	
Phone	Well Depth	Pump Setting	Static Water Level
Pump	Manufacturer's Model	Manufacturer's Serial No.	Type of Service
		Purchase Order No.	

Recommendations for Additional Work:

Customer Complaint:

Cause:

Coverage:

Correction/Parts:

Lost Time: Hrs. Why?

Failed Parts Returned: ☐ Yes ☐ No

Time	Left Shop	Odometer
Time	Arrived at Job	Odometer
Time	Left Job	Odometer
Time	Arrived at Shop	Odometer

Mealtime: ☐ None ☐ Hrs.

Expenses: Miles Personal Car ☐ Company Car ☐

Job Completed: ☐ Yes ☐ No

If No: Why?

TERMS OF PAYMENT: DUE UPON RECEIPT

Date Paid: Amount: $

Cash ☐ Check ☐ Mastercard / Visa ☐

Signature:

CK#2006
$870.24
8-26-11

Customer Representative:

Service Representative:

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
8/31/2011	4610

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
	Service Call 8/22/11: repaired leak in storage tank floor	85.00	85.00
	patch/plug	2.00	2.00
	Service Call 8/25/11: adjusted pressure reducing valve for water discharge line into tank	85.00	85.00

Phone #
(928)646-7398

8-16-11
Ck#2181
$172.15

Sales Tax (7.35%)	$0.15
Total	$172.15
Payments/Credits	$0.00
Balance Due	$172.15

RASK CONSTRUCTION
GENERAL CONSTRUCTION

P.O. BOX 387
CAMP VERDE AZ 86322
PHONE: 928-567-3203
PHONE: 928-567-5655
FAX: 928-567-5654

LICENSE NUMBERS:
A-GEN ENG 069594
B-1 069595
B-04 190521

MRW

BALANCE FROM PREVIOUS MONTH:_____

DATE	DESCRIPTION	UNIT PRICE	CREDIT	BALANCE
	Pd CK 1117			
	MaR			

CHARGE ACCOUNTS ARE DUE THE 10th OF THE FOLLOWING MONTH, 1 3/4 % MONTH INTEREST (21% ANNUAL PERCENT RATE) WILL BE ADDED ON ACCOUNTS OVER 30 DAYS

PAY LAST AMOUNT IN THIS COLUMN

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

STATEMENT

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks
10779 N. Solar Canyon Way
Surprise, AZ 85379
(602) 353-4146
www.canyonpipe.com
www.phoenixwholesale.com

[redacted]

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
12/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
11/28/11	S3292856.001	378.82			

SPECIAL EMAIL OFFERS Sent Directly to You!
Our Email Sales Flyer is Jam-Packed with:
·Special Offers
·New Product Arrivals
·Limited Quantity Specials
·And much more!!
Sign up today at ginah@phoenixwholesale.com with your email address, company name and your name.

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
350.00	0.00	378.82	0.00	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 01/10/12 you may deduct 13.36

1-17-12
$200.00
clc #3610

0001:0001

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

Invoice

Date	Invoice #
11/8/2011	4643

To

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

P.O. No.	Terms
Patsy	Due on receipt

Quantity	Description	Rate	Amount
2.5	11/8/11 Service call: Booster pumps not operating properly @ Well #1 station; Found frozen switch and system not working on auto without other system shut down. Found and changed crossed wires to warrick. Both system working on auto now. Also @ Well #2 station, air compressor running constantly; found and drained water in warrick holder and then sealed lid on holder.	85.00	212.50

11-29-11 ck # 3545 $212.50

Phone #
(928)646-7398

Sales Tax (7.35%)	$0.00
Total	$212.50
Payments/Credits	$0.00
Balance Due	$212.50

RASK CONSTRUCTION
GENERAL CONSTRUCTION

P.O. BOX 387
CAMP VERDE AZ 86322
PHONE: 928-567-5655
FAX: 928-567-5654

MRW

LICENSE NUMBERS:
A-GEN ENG 069594
B-1 069595
B-04 190521

BALANCE FROM PREVIOUS MONTH:_____

DATE	DESCRIPTION	CREDIT	BALANCE
2012			
3-5-12	Reinstall meter @ #4 – heat		
	Wrap #4 manifold		
	labor 2 ea @ 20.00 = 5½ hrs		220.00
3-26-12	repair 6" main corner of Bentley		
	BH 8 hrs @ 85.00		680.00
	labor 8 hr 2 ea. @ 20.00		320.00
			1,000.00
5-29-12	Repair service Kramer		
	BH 5 hr @ 85.00		425.00
	labor 5 hr @ 20.00 2 ea.		200.00
			625.00
5-20-12	Karen Way Service repair		
	BH 4 hr @ 85.00		340.00
	labor 4 hr 2 ea @ 20.00		160.00
			500.00
	TOT		2125.00

CHARGE ACCOUNTS ARE DUE UPON PRESENTATION
INTEREST (21% ANNUAL PERCENT RATE) WILL BE ADDED ON ACCOUNTS OVER 30 DAYS

PAY LAST AMOUNT IN THIS COLUMN

unpaid as of 8-30-12

RASK CONSTRUCTION
GENERAL CONSTRUCTION

P.O. BOX 387
CAMP VERDE AZ 86322
PHONE: 928-567-5655
FAX: 928-567-5654

MRW

LICENSE NUMBERS:
A-GEN ENG 069594
B-1 069595
B-04 190521

BALANCE FROM PREVIOUS MONTH: _____

Pg-1

DATE	DESCRIPTION	CREDIT	BALANCE
2011			
	Disassemble manifold well #4		
	re-align for 4" transfer line to connect		
	mech. TRK 2hr @ 65.00		195.00
	labor 2 ea @ 20.00 3 hr.		120.00
2-10-11	5685 Viki Lane find and replace		
	Service, BH 6½ hr @ 85.00		552.50
	labor 2 ea @ 20.00 6½ hr.		260.00
2-11-11	5665 Viki Lane find & replace		
	service line. BH 8hr @ 85.00		680.00
	labor 8hr @ 20.00 2 ea		320.00
2-22-11	locate & repair 6" main		
	BH 9 hr @ 105.00		945.00
	labor 9hr @ 20.00 2 ea		360.00
2-23-11	Backfill and cleanup 6" main		
	repair 3hr BH @ 105.00		315.00
	labor 3hr 2 ea @ 20.00		120.00
	Tot this page		3867.50

CHARGE ACCOUNTS ARE DUE UPON PRESENTATION
INTEREST (21% ANNUAL PERCENT RATE) WILL BE ADDED ON ACCOUNTS OVER 30 DAYS

PAY LAST AMOUNT IN THIS COLUMN

unpaid as of 8/30/12

928567 5654

RASK CONSTRUCTION
GENERAL CONSTRUCTION

P.O. BOX 387
CAMP VERDE AZ 86322
PHONE: 928-567-5655
FAX: 928-567-5654

MRW

LICENSE NUMBERS:
A-GEN ENG 069594
B-1 069595
B-04 190521

BALANCE FROM PREVIOUS MONTH: _____

Pg 2

DATE	DESCRIPTION	CREDIT	BALANCE
2011			3867.50
3-25-11	5930 Burton Ct.		
	service repair		
	BH. 4hr. @ 85.00		340.00
	labor 4hr 2ea @ 20.00		160.00
5-20-11	Karen Way - service repair		
	BH. 4hr @ 85.00		340.00
	labor 4hr @ 20.00 2ea		160.00
9-29-11	Service install 5929 Bentley		
	BH 4hr @ 85.00		340.00
	labor 4hr 2ea @ 20.00		160.00
9-29-11	Service install 4320 Beaver Creek Rd		
	Kramer CRT-access		
	BH. 4 hr @ 85.00		340.00
	labor 4hr @ 20.00 2ea		160.00
12-15-11	Disassemble manifold @ #4 to repair		50.00
	meter & Valve labor 2hr. 2ea @ 20.00		130.00
	mech TRK 2hr @ 65.00		

CHARGE ACCOUNTS ARE DUE UPON PRESENTATION
INTEREST (21% ANNUAL PERCENT RATE) WILL BE ADDED ON ACCOUNTS OVER 30 DAYS

TOT 2011 = 6077.50

PAY LAST AMOUNT IN THIS COLUMN

unpaid as of 8/30/12

RASK CONSTRUCTION
GENERAL CONSTRUCTION

P.O. BOX 387
CAMP VERDE AZ 86322
PHONE: 928-567-5655
FAX: 928-567-5654

MRW

LICENSE NUMBERS:
A-GEN ENG 069594
B-1 069595
B-04 190521

BALANCE FROM PREVIOUS MONTH:_____

DATE	DESCRIPTION	CREDIT	BALANCE
2010			
3-29	4" Water leak - 2 Doors & Barbara		
	B.H. 4½ hr @ 105.00		472.50
	labor 2 ea. 4½ hr @ 20.00		180.00
	8 yds fill to replace mud backfill		100.00
	8 yds haul off mud TRK 1-hr.		95.00
			847.50
	Fittings 2 ea 4" Ford repair		
	@ 103.00 ea		206.00
9-29	Towers & BC. Rd. service		1053.50
	Required		
	5½ hr Backhoe @ 85.00		467.50
	5½ hr labor 2 ea @ 20.00		220.00
			687.50
12-7-10	WTR. TRK - flush #4 3hr @ 85.00		255.00
	Tot		1996.00

CHARGE ACCOUNTS ARE DUE UPON PRESENTATION
INTEREST (21% ANNUAL PERCENT RATE) WILL BE ADDED ON ACCOUNTS OVER 30 DAYS

PAY LAST AMOUNT IN THIS COLUMN

unpaid as of 8-30-12

Item #7(c)

INVOICE

FENNEMORE CRAIG, P.C.

Attn: Accounting Department
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

MONTEZUMA RIMROCK WATER COMPANY
PATRICIA OLSEN
PO BOX 10
RIMROCK, AZ 86335

FILE NO: 028469.0001 - TCWI
DATE: 11/30/11
INVOICE: 757277

RE: ADEQ Compliance Order

For Professional Services Rendered and Charges and Costs Advanced

Fees	$400.00
Costs	$0.05
Total Current Invoice	$400.05

12-19-11
Ck # 3579
$ 400.00

ARIZONA JOBSITE CONCRETE, LLC

P.O. BOX 1921
CAMP VERDE, AZ 86322
Phone 928-649-0602

INVOICE NO.

COD Delivery Copy

Time Requested

Ticket No.
120711-701

Customer:Name/Address
PATRICIA OLSON

Ship To
4645 TIEMANN
RIM ROCK

Customer Phone

Map Cordinates

Product Description	Ordered	Unit/Me...	Rate	Amount
1 1/2 " MINUS AB ROCK	13.5		10.65	143.787
Sales Tax			9.35%	13.44

Paid Cash

DRIVER

Signature

C.O.D.

Total $157.22

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to important factors which are out of our control after delivery, this Company will not accept any responsibility for the finished results. No credit for returned concrete. Buyers exceptions and claims shall be deemed waived unless made to us in writing within one business day after receipt of materials.
SPECIAL TERMS: Any water added is at customers own risk. If additional water is added on job, concrete strength is no longer guaranteed.
WARNING: Product may cause skin and/or eye irritation.
CAUTION: Material may be hazardous to your safety and health. Please refer to material safety data sheets for additional information.

INVOICE

FENNEMORE CRAIG, P.C.

Attn: Accounting Department
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

MONTEZUMA RIMROCK WATER COMPANY
PATRICIA OLSEN
PO BOX 10
RIMROCK, AZ 86335

FILE NO: 028469.0002 - TCWI
DATE: 04/27/12
INVOICE: 772337

RE: ACC - Arsenic

For Professional Services Rendered and Charges and Costs Advanced

Fees	$7,437.50
Costs	$73.35
Total Current Invoice	$7,510.85

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail firzlaw@sedona.net

Date
12/1/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$15,925.59	

Date	Transaction	Amount	Balance
11/01/2011	Balance forward		9,642.34
11/02/2011	INV #3713.	4,927.50	14,569.84
11/21/2011	PMT #3549.	-1,000.00	13,569.84
12/01/2011	INV #3726.	2,355.75	15,925.59

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
2,355.75	4,927.50	0.00	8,642.34	0.00	$15,925.

DON BARNES **P.O. Box 877** **Rimrock, AZ 86335** **623-695-4941**	INVOICE
TO: MRWC	INVOICE #: December 31, 2011 DATE: 01/01/12

DESCRIPTION	HOURS	RATE	AMOUNT
CONTRACT FIELD WORK @ WELLS	16.75	14.00	234.50
12/1 (3.75); 12/2 (3); 12/3 (.75); 12/8 (1); 12/9 (.75); 12/11 (.75); 12/14 (.75); 12/17 (1); 12/18 (.75); 12/20 (1); 12/28 (1.5); 12/30 (1); 12/31 (.75)			
		TOTAL	$234.50

12/31/11
CK #3584

Hanson
HEIDELBERGCEMENT Group

8505 Freeport Parkway North
Irving, Texas 75063

GROSS WEIGHT ACKNOWLEDGED

SEE PRODUCT WARNING ON REVERSE

TRUCKERS SIGNATURE

BUYER AGREES TO PAY ALL COSTS OF COLLECTION FOR THIS TICKET, INCLUDING ANY REASONABLE ATTORNEYS' FEES

RECEIVER'S SIGNATURE

CUSTOMER NUMBER	SALES ORDER NUMBER	PRODUCT CODE
DATE	TIME	

PROD. DESC :
SOLD TO :
S.O. DESC :
S.O. INFO :
JOB LOC :

JOB #

LOAD #

WEIGHTS

	-LBS.-	-KILO-		
GROSS :			TONS TODAY	
TARE :			TONS TO DATE	
NET :				
			TONNES TODAY	
TONS			TONNES TO DATE	

CASH SALE ONLY		TRUCKING INFO
MATERIAL	PER TON	HAUL/TRUCK NUMBER
TAX		HAULER NAME :
HAUL	PER TON	TRUCK NAME :
TOTAL	278.34	MGW :

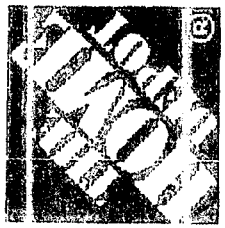
WEIGHMASTER LICENSE NUMBER

TICKET NO.

WEIGHMASTER SIGNATURE

SEE PRODUCT WARNING ON RESERVE SIDE

SSL REV 11/07



More saving. More doing.

1030 S STATE ROUTE 260
COTTONWOOD, AZ 86326 (928)649-3758

0423 00016 26860 12/08/11 09:04 AM
CASHIER JTM - JPD420

CUSTOMER AGREEMENT # 178207 309.31
RECALL AMOUNT

SUBTOTAL 309.31
SALES TAX 17.55
TOTAL $326.86
XXXXXXXXXXXXXXXX8244 DEBIT 326.86
AUTH CODE 861215

0423 16 26860 12/08/2011 6230

THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE AVAILABLE NOW ON HOMEDEPOT.COM. CONVENIENT, EASY AND MOST ORDERS READY IN LESS THAN 2 HOURS!

****

ENTER FOR A CHANCE TO WIN A $5,000 HOME DEPOT GIFT CARD!

Share Your Opinion With Us! Complete the brief survey about your store visit and enter for a chance to win at:

www.homedepot.com/opinion

¡PARTICIPE EN UNA OPORTUNIDAD DE GANAR UNA TARJETA DE REGALO DE THD DE $5,000!

¡Comparta Su Opinion! Complete la breve encuesta sobre su visita a la tienda y tenga la oportunidad de ganar en:

www.homedepot.com/opinion

User ID: 54432 54025

Password: 11608 54009

Entries must be entered by 01/07/2012. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

CARRY OUT MERCHANDISE

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W08 SKU # 515-664 The items listed in this section will be carried out of the store by the customer at time of sale.

STOCK MERCHANDISE CARRIED OUT:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R03	572-365	2.00	EA	REBAR TIEWIRE 16GA 400FT /	Y	$3.98	$7.96
R04	461-902	2.00	BD	GRADE STAKES - 1X2-36" 12-PC BUNDLE /	Y	$6.47	$12.94
						MERCHANDISE TOTAL	$20.90

END OF CARRY OUT MERCHANDISE - REF #W08

HOME DEPOT DELIVERY #1

REF # V09

STOCK MERCHANDISE TO BE DELIVERED:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	609-579	15.00	EA	1/2IN X 20FT REBAR /	Y	$6.77	$101.55
R02	962-910	16.00	EA	3/8IN X 20FT REBAR /	Y	$4.47	$71.52
R05	593-988	2.00	EA	2X6-14FT. #2/BTR PREMIUM DOUG FIR /	Y	$6.98	$13.96

*** CONTINUED ON NEXT PAGE ***

[redacted]

(9801) 0100202600

Check your current order status online at
www.homedepot.com/orderstatus

Customer Copy

Item #8

Certificate of Compliance
Letter of Good Standing
Montezuma Rimrock Water Company LLC

This Certificate of Compliance is issued pursuant to Arizona Revised Statutes Section 42-1110 and/or Section 43-1151. It certifies that, according to department records, the above named taxpayer has filed and paid all taxes due under Title 42 and Title 43, specifically and only as to the following described tax types and identification/license numbers:

TAX TYPE	IDENTIFICATION
Federal Employer Identification Number	13-4259957
Transaction Privilege Tax License	20-020713-V
Withholding License	13-425995-7

This certification is made conditionally and is subject to the findings of any subsequent audit.

Issued To:
Montezuma Rimrock Water Company LLC
Attn: Patricia D. Olsen
PO Box 10
Rimrock, AZ 86335

Christina Canisales
Revenue Auditor II 602-716-6234
June 12, 2012
www.AZDOR.gov

Item #9

Item #9. The employees below have been working, however, due to the intervention of Mr. Dougherty and the legal fees associated with this, these employees have received no payment for services rendered for the years 2010, 2011 and 2012.

Patricia D. Olsen
40+ hours per week
$25.00/hour
Manager

Duties:

Customer service/public relations on a supervisory level to render services in a cost effective manner according to policies and procedures
Certified Operator for MRWC
Perform maintenance and Repairs; Procure/retrieve water treatment chemicals and equipment from suppliers
Accounts Payable; Organization and data entry of all accounts payable and receivables for accountant
Expedite and attend public meetings; Budget analysis; Water quality analysis;
Report laboratory results to regulating state and federal agencies
Annual reports to Arizona Corporation Commission, Arizona Department of Revenue, and ADEQ

Sergei Arias
Salary $12.00/hour
~15 hours per week

Utility Technician

- Process Service Orders; Accounts Receivable; Customer Service
- Landscape Maintenance
- Well rounds; Meter Reading; retrieve/procure equipment from suppliers

Lina Arias
Salary $12.00/hour
~15 hours per week

Utility Technician

- Process Service Orders; Accounts Receivable; Customer Service
- Landscape Maintenance
- Well rounds; Meter Reading; retrieve/procure equipment from suppliers

Western Technologies Inc.
The Quality People
Since 1955

REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

STATEMENT OF ACCOUNT

MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

STATEMENT DATE
DECEMBER 31, 2010
WT CLIENT NUMBER 50488

PROJECT DRINKING WATER TESTING
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NO.

INVOICE NO.	DATED	CLIENT P.O.	WT JOB NO.	LAST PAYMENT	CHARGES	PAYMENTS	BALANCE DUE
25100794	09-30-10		2510JC012	12-22-10	826.00	800.00	26.00
25101141	12-31-10		2510JC012		368.00	0.00	368.00

2-7-11
Ck#2379
$200.00

ACCOUNT SUMMARY :	(CURRENT)	(30 - 60)	(60 - 90)	(90 - 120)	(OVER 120)	BALANCE DUE	394.00
	368.00	0.00	0.00	26.00	0.00		

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

Western Technologies Inc.
The Quality People
Since 1955

REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-9700

STATEMENT OF ACCOUNT

MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

STATEMENT DATE	FEBRUARY 8, 2011
WT CLIENT NUMBER	50488

PROJECT DRINKING WATER TESTING
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NO.

INVOICE NO.	DATED	CLIENT P.O.	WT JOB NO.	LAST PAYMENT	CHARGES	PAYMENTS	BALANCE DUE
25101141	12-31-10		2510JC012	01-20-11	368.00	74.00	294.00

0

old 974
3-4-11
$100.00

ACCOUNT SUMMARY :	(CURRENT)	(30 - 60)	(60 - 90)	(90 - 120)	(OVER 120)	BALANCE DUE	294.00
	0.00	294.00	0.00	0.00	0.00		

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE

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REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

STATEMENT OF ACCOUNT

MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

STATEMENT DATE	
FEBRUARY 28, 2011	
WT CLIENT NUMBER	50488

PROJECT DRINKING WATER TESTING
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NO.

INVOICE NO.	DATED	CLIENT P.O.	WT JOB NO.	LAST PAYMENT	CHARGES	PAYMENTS	BALANCE DUE
25101141	12-31-10		2510JC012	02-16-11	368.00	274.00	94.00

3-15-11
Ck# 2987
$100.00

ACCOUNT SUMMARY :	(CURRENT)	(30 - 60)	(60 - 90)	(90 - 120)	(OVER 120)	BALANCE DUE	94.00
	0.00	0.00	94.00	0.00	0.00		

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

Western Technologies inc.
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REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

STATEMENT OF ACCOUNT

MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

STATEMENT DATE	FEBRUARY 8, 2011
WT CLIENT NUMBER	50488

PROJECT DRINKING WATER TESTING
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NO.

INVOICE NO.	DATED	CLIENT P.O.	WT JOB NO.	LAST PAYMENT	CHARGES	PAYMENTS	BALANCE DUE
25101141	12-31-10		2510JC012	01-20-11	368.00	74.00	294.00

0

ck 3974
3-4-11
$100.00

ACCOUNT SUMMARY :	(CURRENT)	(30 - 60)	(60 - 90)	(90 - 120)	(OVER 120)	BALANCE DUE	294.00
	0.00	294.00	0.00	0.00	0.00		

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

Western Technologies Inc.
The Quality People
Since 1955

REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

INVOICE

CLIENT MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

WT INVOICE NUMBER 25110232
WT JOB NUMBER 2511JC012
WT CLIENT NUMBER 50488
INVOICE DATE 03-31-11

PROJECT DRINKING WATER TESTING
LOCATION VARIOUS
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NUMBER
CLIENT P.O. NUMBER

COMMENTS

DATE	QUANTITY	WORK DESCRIPTION	UNIT	AMOUNT
01-04-11	2.0	TOTAL	18.00	36.00
	3.0	ARSENIC	18.00	54.00
02-03-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00
03-03-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00
03-15-11	1.0	PAYMENT ~ CK# 2997 ~ THANK YOU FOR YOUR PAYMENT	-100.00	-100.00

4-17-11
ck#2041
$100.00

INVOICED BY : LR

INVOICE TOTAL ~~98.00~~

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

Western Technologies Inc.
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Since 1955

REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

INVOICE

CLIENT MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

WT INVOICE NUMBER 25110476
WT JOB NUMBER 2511JC012
WT CLIENT NUMBER 50488
INVOICE DATE 06-30-11

PROJECT DRINKING WATER TESTING
LOCATION VARIOUS
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NUMBER
CLIENT P.O. NUMBER

COMMENTS

DATE	QUANTITY	WORK DESCRIPTION	UNIT	AMOUNT
04-05-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00
04-11-11	2.0	ARSENIC	18.00	36.00
05-03-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00
06-06-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00

R 7-19-11
CK # 9134
$20.00

INVOICED BY : LR

INVOICE TOTAL 198.00

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONITORING ASSISTANCE PROGRAM
ANNUAL SAMPLING FEE INVOICE

* Pursuant to A.R.S. § 49-113, interest will be charged if full payment is not received by the specified due date. If you dispute the amount listed, please contact ADEQ as soon as possible. To reduce interest costs on an unpaid invoice, you may remit an amount that you believe is not in dispute. However, if nonpayment is due to willful neglect, you may suffer an additional five percent penalty of up to twenty-five percent of the amount due for each month or fraction of a month the amount is past due.

If you have any questions about your invoice, contact W. Scott Steinhagen at (602) 771-4445 or toll-free within Arizona at (800) 234-5677, extension 771-4445.

Pursuant to A.R.S. § 49-360 F and A.A.C. R18-4-304 and R18-4-305, "The director shall establish fees for the monitoring assistance program to be collected from all public water systems..."

Owner Id #: 7325	Invoice Number 66872
To: MONTEZUMA RIMROCK WC LLC PO BOX 10 RIMROCK AZ 86335-0010	Public Water System ID #: 13071
	Billing for Calendar Year: 2011
	Due Date: **November 19, 2010** [redacted]
	Total Amount Due . . . . . $ 0.00
	Amount Paid . . . . . $

↑ Keep the top portion for your records. ↑ ADEQ Federal Tax #866004791

↓ This entire bottom portion must be returned to ADEQ. ↓

ADEQ Federal Tax #866004791

Annual Sampling Fee Invoice Invoice # 66872

MONTEZUMA RIMROCK WC LLC PO BOX 10	Owner Id #: 7325	**MAP**
	Billing for Calendar Year: 2011	
RIMROCK AZ 86335-0010 13071 - Montezuma Rimrock Wc Llc	Due Date: **11/19/2010** [redacted]	

ANNUAL SAMPLING FEE WORKSHEET

Base Fee (all MAP systems)	$	250.00
Fee per Connection in 2011 . . . . . 209 connections X $ 2.57	$	537.13
Total Sampling Fee	$	787.13
Plus Paid Interest Charges and/or Other Adjustments	$	0.00
Plus Unpaid Interest Charges as of 11/21/2011	$	0.00
Minus Payments Received and/or Other Adjustments	$	787.13
Amount Due	$	0.00
Amount received by ADEQ (Make check payable to State of Arizona)	$	

* A $12 fee will be charged for any check not honored by the bank.

Make your check or money order payable to **State of Arizona**
THIS FORM MUST ACCOMPANY YOUR REMITTANCE.

Mail to: Arizona Department of Environmental Quality
PO Box 18228
Phoenix, AZ 85005

Do not write below this line

Check Number:
Received:
Postmarked:
Entered: RGR 11/21/2011 WM300RePrint

Western Technologies Inc.
The Quality People
Since 1955

REMIT TO
2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700

INVOICE

CLIENT MONTEZUMA RIMROCK
PO BOX 10
RIMROCK, AZ 86335

WT INVOICE NUMBER 25110775
WT JOB NUMBER 2511JC012
WT CLIENT NUMBER 50488
INVOICE DATE 09-30-11

PROJECT DRINKING WATER TESTING
LOCATION VARIOUS
AUTHORIZED BY P. OLSEN
CLIENT PROJECT NUMBER
CLIENT P.O. NUMBER

COMMENTS CLIENT HAS A $210 CREDIT FROM PREPAYMENTS

DATE	QUANTITY	WORK DESCRIPTION	UNIT	AMOUNT
07-05-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00
08-04-11	2.0	TOTAL	18.00	36.00
	3.0	ARSENIC	18.00	54.00
	1.0	METALS DIGESTION NTU>1	20.00	20.00
	2.0	DBP'S - 524	100.00	200.00
	2.0	DBP'S - 552	250.00	500.00
09-06-11	2.0	TOTAL	18.00	36.00
	1.0	ARSENIC	18.00	18.00

12-19-11
$200.00
Ck# 3576

Balance Due
708.00

INVOICED BY : LR

INVOICE TOTAL 918.00

INVOICES ARE DUE AND PAYABLE UPON RECEIPT. IF INVOICES ARE NOT PAID IN FULL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE INVOICE, INTEREST WILL BE CHARGED ON THE UNPAID AMOUNT AT THE RATE OF 1.5% PER MONTH (OR, IF LESS, THE HIGHEST LAWFUL) FROM THE DATE ON THE INVOICE. ALL PAYMENTS RECEIVED SHALL FIRST BE APPLIED TO PAYMENT OF INTEREST, AND THEN TO THE UNPAID BALANCE OF THE OLDEST UNPAID INVOICE. ATTORNEY'S FEES WILL BE CHARGED IN THE EVENT THE SERVICES OF AN ATTORNEY ARE REQUIRED IN COLLECTING THE AMOUNT DUE.

ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO INSTALL A WATER LINE FROM THE WELL ON TIEMANN TO WELL NO. 1 ON TOWERS	DOCKET NO. W-04254A-12-0204
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO PURCHASE THE WELL NO. 4 SITE AND THE COMPANY VEHICLE	DOCKET NO. W-04254A-12-0205
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING FOR AN 8,000 GALLON HYDRO-PNEUMATIC TANK	DOCKET NO. W-04254A-12-0206
IN THE MATTER OF THE RATE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC.	DOCKET NO. W-04254A-12-0207

Insufficiency Submittals & Amendments

Montezuma Rimrock Water Company LLC hereby submits the insufficiencies and amendments to its Rate Case Application.

Patricia D. Olsen

RECEIVED
2012 OCT -9 A 1:25
DOCKET CONTROL

EXHIBIT
A-6
ADMITTED

AMENDMENT TO PAGE 8 OF RATE CASE APPLICATION

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011

CURRENT AND PROPOSED RATES AND CHARGES

CUSTOMER CLASS: [X] Residential [ ] Commercial [ ] Industrial

[ ] Irrigation [ ] All [ ] Other, specify _____

MINIMUM OR SERVICE CHARGES	CURRENT RATES $ GALLONS	PROPOSED RATES $ GALLONS
5/8" x 3/4" Meter	27.25 for 0	57.25 for 0
3/4"Meter	40.88for0	70.88 for0
1" Meter	68.13 for0	98.13 for0
1-1/2" Meter	136.25for0	166.25for0
2" Meter	218.00 for0	238.00 for0
3" Meter	436.00 for0	466.00 for0
4" Meter	681.00 for0	711.00 for0
6" Meter	1362.50 for0	1392.50 for0

GALLONS IN EXCESS OF MINIMUM	Current Rates		Proposed Rates	
Commodity Charge in Excess of Minimum (Charge Per 1,000 Gallons)	Rate	Gallons	Rate	Gallons
First Tier	$ 1.50	Up to 4000___	$ 2.00	Up to 4000___
Second Tier	$ 2.50	4001 to10000_	$ 3.00	4001 to10000_
Third Tier	$ 4.00	Over _10000_	$ 4.50	Over _10000_
FLAT RATE	$	Per Month	$	Per Month

Note: If rates and charges vary across customer classes, duplicate the form and complete one for each rate class. (e.g., residential, commercial) unless "All" is checked.

AMENDMENT TO PAGE 6 OF RATE CASE APPLICATION

STATEMENTS IN SUPPORT OF RATE REQUEST

Complete the following statements in support of your rate request.

__Montezuma Rimrock Water Company LLC___(the "Company") is required to submit a Rate Case Application per Decision No. 71317. The information contained in this application is based upon a twelve-month Test Year ending _12/31/11__(mm/dd/yy). The Company had total operating revenues of $__101,276__, served _202__ metered and _0_ un-metered (from page 19) customers, and **sold** _____12769 thousand_____ gallons of water during the Test Year. (from page 18)

The Company is requesting a(n) increase/decrease in revenues in the amount of $__76,800_____. This equates to a rate increase of ~$32.00 per customer per month.

Total annual operating revenues, if the Company is granted the rate adjustment, will be $__178,076_____.

The Company is current on all property taxes.	[X]	YES	[ ]	NO
The Company is current on all sales taxes. (Please see checklist item 2 on page 1.)	[X]	YES	[ ]	NO
The Company currently has a Curtailment Plan Tariff on file with the Commission	[X]	YES	[ ]	NO
The Company currently has a Backflow Prevention Tariff on file with the Commission.	[X]	YES	[ ]	NO

The Company will notify its customers of its application for a rate adjustment on _11/1/12_____(mm/dd/yy). **A COPY OF THE NOTICE WITH A NOTARIZED COVER LETTER STATING THE METHOD OF CUSTOMER NOTIFICATION, AS WELL AS THE DATE OF THE NOTIFICATION, MUST BE ATTACHED. MRWC will file the notice once the mailing has been distributed.**

By completing this application in support of the Company's request for a rate adjustment, the Company realizes that Original Cost Less Depreciation ("OCLD") plant information will be used to determine the fair value rate base, i.e., the Company waives the right to Reconstruction Cost New.

AMENDMENT TO PAGES 3 & 4 OF RATE CASE APPLICATION

NARRATIVE DESCRIPTION OF APPLICATION FOR RATE ADJUSTMENT

Instructions:

Please provide the reasons for your requested rate adjustment by checking the appropriate box(es) below. If desired, the Company may also attach a written narrative regarding its reasons for the requested rate adjustment. Your narrative may also include efforts made by the utility to control costs/expenses and/or mitigate the amount of rate adjustment.

[X] Changes in current, compared to past operations, that necessitate the rate adjustment
Please explain:
___The change in current operations which necessitate the rate adjustment is the federally mandated arsenic treatment system which was installed. The current water storage tanks leak profusely and must be replaced. They are beyond repair. The hydropneumatic tank at well site #1 must be replaced due to its age and inability for any further repairs.

[ ] Descriptions and/or calculations of adjustments made to amounts that are included in this application that are different than amounts recorded in your books/ledgers (pro forma adjustments)
Please explain:

[x] Significant factors influencing your revenues, expenses and/or rate base
Please explain:
The installation and lease of the Arsenic Treatment System. There have been extensive legal expenses incurred related to the intervention of John Dougherty.

[x] Anticipated growth/decline in customers expected in the next two years, the amount of anticipated construction to serve those customers, and how financed; the type of customers served by the utility, e.g. residential, irrigation, small retail businesses, large commercial, etc.
Please explain:
There is no anticipated growth or decline expected within MRWC's service area within the next two years. The type of customers served by MRWC are 99% residential with the remainder commerical.

[X] Anticipated construction
Please explain:
The two 10,000 gallon storage tanks have been in use since the year 2000. They were of poor quality and construction. The tanks do not have interior epoxy coating, are leaking and are beyond repair. They need replacing and should be upgraded to 30,000 gallon storage tanks to provide the adequate storage capacity needed for fire protection.

[X] Efforts made to encourage conservation of water through the proposed rate design or through other means

Please explain:

MRWC has a public service announcement which periodically airs on the local radio station and a conservation sign located at Kramer Dr. and Beaver Creek Road in Rimrock.

[X] Other factors

Please explain:

Per Decision 71317, MRWC was required to submit a Rate Case Application to ACC by May 31, 2012.

Attach additional pages as necessary.

[X] *Other factors – JD Legal Surcharge*

Please explain:

Addition of Legal Fees Surcharge to customers. MRWC is requesting a surcharge designated JD Legal Surcharge. MRWC seeks a legal fee surcharge for cost recovery pertaining to legal feeds due to John Dougherty and his intervention since January, 2010. MRWC has incurred legal fees in order to protect itself from John Dougherty and his threat, "I make no bones about attacking their company. I want it to be shut down." John Dougherty has harassed, made false allegations, and filed charges against MRWC in order to prevent it from moving forward in the construction of its arsenic treatment system and the ability to provide an alternative source of water. John Dougherty has consistently abused regulatory agencies in efforts to destroy a Hispanic woman owned business. Total legal fees with respect to the intervention of John Dougherty amounts to $47298.09 over a three year period. MRWC is seeking a surcharge of $6.57 per month per customer for legal fees. Included on the following pages are the invoices and statements with respect to the legal fees incurred.

Invoice

Law Office of Douglas C. Fitzpatrick

49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191

Date	Invoice #
6/15/2010	3443

Bill To
Ms. Patricia D. Olsen c/o Montezuma Rimrock Water Company PO Box 10 Rimrock, AZ 86335

P.O. No.	Terms	Project
RE: WIFA Loan		

Quantity	Description	Rate	Amount
	RE: Dougherty et al. v. Yavapai County et al.		
1	06/04/10 Office conference Patsy; review summons and complaint; phone call Jack Fields, attorney for Yavapai County; research defense based upon improper service	225.00	225.00
1.5	06/14/10 Draft motion to dismiss; remit to interested parties; file with clerk	225.00	337.50
	06/14/2010 Clerk of the Superior Court; Yavapai; Olsen - filing fee - Motion to Dismiss	118.00	118.00
		Total	$680.50

ck #2010
$330.00
ck #2029
$350.00
4-12-10

AV

Invoice

Law Office of Douglas C. Fitzpatrick

49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191

Date	Invoice #
11/8/2010	3517

Bill To
Ms. Patricia D. Olsen c/o Montezuma Rimrock Water Company PO Box 10 Rimrock, AZ 86335

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0	06/22/10 Research reply to response to motion to dismiss	225.00	0.00
0	06/23/10 Office conference Patsy regarding pending motion	225.00	0.00
1.5	10/13/10 Appear in Prescott for oral argument on motion to dismiss; partial research defenses to plaintiffs' claim	225.00	337.50
1	11/08/10 Draft answer to amended complaint	225.00	225.00
1	11/09/10 Office conference Patsy; prepare public records requests to WIFA, ACC, ADWR and ADEQ	225.00	225.00
1.2	11/10/10 Further review complaint; research defenses to mandamus action; e-mails to Jack Fields, attorney for Yavapai County	225.00	270.00
		Total	$1,057.50

12-5-10
$1,500.22
(1,429.50)

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
12/9/2010

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$557.50	

Date	Transaction	Amount	Balance
11/08/2010	Balance forward		1,057.50
12/08/2010	PMT #2900.	-500.00	557.50

1-6-11
$500
ck# 2930

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	557.50	0.00	0.00	$557.50

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
12/27/2010

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$3,429.25	

Date	Transaction	Amount	Balance
12/07/2010	Balance forward		1,057.50
12/08/2010	PMT #2900.	-500.00	557.50
12/27/2010	INV #3543.	2,871.75	3,429.25

2-4-11
ck #2378
$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
2,871.75	0.00	557.50	0.00	0.00	$3,429.25

DE

Invoice

Law Office of Douglas C. Fitzpatrick

49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191

Date	Invoice #
12/27/2010	3543

Bill To
Ms. Patricia D. Olsen c/o Montezuma Rimrock Water Company PO Box 10 Rimrock, AZ 86335

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	RE: DOUGHERTY AND SHUTE V. YAVAPAI COUNTY AND MRWC		
1.2	11/18/10 Extended office conference Patsy	225.00	270.00
6	11/20/10 Review plaintiffs' motion for partial summary judgment; research equitable defenses to plaintiffs' claims; prepare declarations of Patsy, Mike Van Dyke and Heather Macauley; phone calls Dan Swann, Van Dyke; outline response to motion for partial summary judgment and counter motion for summary judgment; research absence of standing as separate defense to plaintiffs' claims	225.00	1,350.00
0.5	12/03/10 Revise Declaration of Patricia Olsen	225.00	112.50
1.4	12/16/10 Prepare Statement of Facts in Support of Motion for Summary Judgment	225.00	315.00
2	12/10/10 Partial draft response/motion	225.00	450.00
1.5	12/13/10 Conclude response/motion; statement of facts into final form; assemble and tabulate exhibits used in support of response/motion and submit to clerk with copies to counsel	225.00	337.50
	12/17/10 - Arizona Corporation Commission #11711; Postage and Copies	36.75	36.75
	3-6-11 Ck# 2979 $500.00		
		Total	$2,871.75

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
3/9/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$2,229.25	

Date	Transaction	Amount	Balance
02/09/2011	Balance forward		2,429.25
02/10/2011	INV #3577.	300.00	2,729.25
03/09/2011	PMT #2979.	-500.00	2,229.25

4-5-11
$500.00
ck# 2027

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	300.00	0.00	1,929.25	0.00	$2,229.25

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
4/14/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$1,729.25	

Date	Transaction	Amount	Balance
03/08/2011	Balance forward		2,729.25
03/09/2011	PMT #2979.	-500.00	2,229.25
04/13/2011	PMT #2029.	-500.00	1,729.25

5-8-11
$ 500.00
ck# 2054

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	300.00	1,429.25	$1,729.25

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
5/3/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$2,741.75	

Date	Transaction	Amount	Balance
03/08/2011	Balance forward		2,729.25
03/09/2011	PMT #2979.	-500.00	2,229.25
04/13/2011	PMT #2029.	-500.00	1,729.25
05/03/2011	INV #3613.	1,012.50	2,741.75

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,012.50	0.00	0.00	300.00	1,429.25	$2,741.75

PP

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
5/12/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$2,241.75	

Date	Transaction	Amount	Balance
05/02/2011	Balance forward		1,729.25
05/03/2011	INV #3613.	1,012.50	2,741.75
05/12/2011	PMT #2054.	-500.00	2,241.75

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,012.50	0.00	0.00	1,229.25	$2,241.75

N-

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
5/3/2011	3613

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
4/20/2011	PHONE CONFERENCE PATSY RE TRO ISSUES; PREPARE FOR ORAL ARGUMENT ON PENDING MOTIONS AND PLAINTIFFS' APPLICATION FOR TRO	1.5	225.00	337.50
4/21/2011	APPEAR IN PRESCOTT FOR HEARING ON PENDING MOTIONS	3	225.00	675.00
	6-6-11 CK # 2075 500.00			
		TOTAL		$1,012.50

AF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
6/9/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$2,152.34	

Date	Transaction	Amount	Balance
05/11/2011	Balance forward		2,741.75
05/12/2011	PMT #2054.	-500.00	2,241.75
06/08/2011	PMT #500.00.	-500.00	1,741.75
06/09/2011	INV #3630.	410.59	2,152.34

7-5-11
ck #2115
$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
410.59	0.00	1,012.50	0.00	729.25	$2,152.34

DF

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
6/9/2011	3630

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
5/12/2011	OFFICE CONFERENCE PATSY; LETTER TO SCHWARTZ, COUNSEL FOR BUDDEKE; LETTER TO ACC REGARDING EX PARTE COMMUNICATIONS AMONG COMMISSIONERS AND JOHN DOUGHERTY AND PUBLIC RECORDS REQUESTS	1.3	225.00	292.50
5/20/2011	OFFICE CONFERENCE REGARDING LETTER TO ADEQ FOR EXTENSION	0.2	225.00	45.00
5/23/2011	LETTER TO ADEQ	0.3	225.00	67.50
5/13/2011	CERTIFIED LETTER TO THE ARIZONA CORPORATION COMMISSION		5.59	5.59
			TOTAL	$410.59

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
7/27/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$2,777.34	

Date	Transaction	Amount	Balance
06/08/2011	Balance forward		1,741.75
06/09/2011	INV #3630.	410.59	2,152.34
07/15/2011	PMT #2115.	-500.00	1,652.34
07/27/2011	INV #3660.	1,125.00	2,777.34

8.5.11
$700.00
ck# 2154

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,125.00	0.00	410.59	1,012.50	229.25	$2,777.34

DF

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
7/27/2011	3660

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
7/12/2011	OFFICE CONFERENCE PATRICIA REGARDING JULY 22 ACC HEARING	1	225.00	225.00
7/22/2011	APPEAR FOR HEARING ON PROCEDURAL ORDER	4	225.00	900.00
		TOTAL		$1,125.00

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
9/9/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$4,909.84	

Date	Transaction	Amount	Balance
08/09/2011	Balance forward		2,777.34
08/10/2011	PMT #2154.	-700.00	2,077.34
09/07/2011	INV #3675.	3,532.50	5,609.84
09/08/2011	PMT #2178.	-700.00	4,909.84

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	3,532.50	1,125.00	0.00	252.34	$4,909.84

JF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
9/29/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$10,642.34	

Date	Transaction	Amount	Balance
09/06/2011	Balance forward		2,077.34
09/07/2011	INV #3675.	3,532.50	5,609.84
09/08/2011	PMT #2178.	-700.00	4,909.84
09/21/2011	PMT #2182.	-1,000.00	3,909.84
09/29/2011	INV #3690.	6,732.50	10,642.34

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
6,732.50	3,532.50	0.00	377.34	0.00	$10,642.34

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
9/29/2011	3690

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
9/9/2011	PARTIAL REVIEW AND PREPARE FOR 09/13/11 HEARING	1.5	225.00	337.50
9/11/2011	OUTLINE ISSUES FOR 09/13/11 HEARING	1.2	225.00	270.00
9/12/2011	OFFICE CONFERENCE PATSY	1.5	225.00	337.50
9/13/2011	APPEAR AT ACC FOR HEARING	4.5	225.00	1,012.50
9/14/2011	PREPARE RESPONSE TO STAFF REPORT	1.2	225.00	270.00
9/15/2011	CONCLUDE RESPONSE TO STAFF REPORT	1.5	225.00	337.50
9/16/2011	REVIEW JD COMPLAINT; PHONE CALL JON BERNREUTER; PHONE CALL ROBIN WEESNER	1.9	225.00	427.50
9/17/2011	[SATURDAY] CONCLUDE RESPONSE TO STAFF REPORT	2	225.00	450.00
9/19/2011	PREPARE REPORT DETAILING FINANCING OF ARSENIC TREATMENT PLAN	2	225.00	450.00
9/19/2011	"HOST" JOHN DOUGHERTY FOR HIS RECORDS REVIEW	1	225.00	225.00
9/20/2011	"HOST" JOHN DOUGHERTY FOR HIS RECORDS REVIEW [DAY 2]	0.5	225.00	112.50
9/21/2011	PREPARE EXHIBITS FOR 09/22/11 HEARING AND EXAMINATION OF PATSY	2	225.00	450.00
9/21/2011	OFFICE CONFERENCE PATSY	1.5	225.00	337.50
9/22/2011	APPEAR FOR HEARING	5	225.00	1,125.00
9/26/2011	PHONE CONFERENCE PATSY; PHONE CALLS TO JACK FIELDS, CHARLEY HAINS AND DAWN MEIDINGER	0.5	225.00	112.50
9/27/2011	PREPARE MOTION TO WITHDRAW APPLICATION FOR EMERGENCY RATE INCREASE	0.5	225.00	112.50
9/28/2011	PARTIAL PREPARATION ANSWER TO JD COMPLAINT	1	225.00	225.00
9/28/2011	PHONE CONFERENCE PATRICK BLACK	0.4	225.00	90.00
9/21/2011	MINA G. HUNT, COURT REPORTER; AUG. 29, 2011, CASE MANAGEMENT CONFERENCE; TRANSCRIPT OF PROCEEDINGS, 08/29/11		50.00	50.00
		TOTAL		$6,732.50

DK

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
10/20/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$9,642.34	

Date	Transaction	Amount	Balance
09/19/2011	Balance forward		4,909.84
09/21/2011	PMT #2182.	-1,000.00	3,909.84
09/29/2011	INV #3690.	6,732.50	10,642.34
10/19/2011	PMT #3523.	-1,000.00	9,642.34

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	6,732.50	2,909.84	0.00	0.00	$9,642.34

AF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
11/2/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$14,569.84	

Date	Transaction	Amount	Balance
10/18/2011	Balance forward		10,642.34
10/19/2011	PMT #3523.	-1,000.00	9,642.34
11/02/2011	INV #3713.	4,927.50	14,569.84

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
4,927.50	0.00	9,642.34	0.00	0.00	$14,569.84

NF

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
11/2/2011	3713

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:

DATE	DESCRIPTION	TIME	RATE	AMOUNT
9/28/2011	OFFICE CONFERENCE PATSY	0.9	225.00	202.50
9/29/2011	DRAFT ANSWER TO JD COMPLAINT	1	225.00	225.00
9/30/2011	PREPARE RESPONSE TO JD MOTION FOR EVIDENTIARY HEARING	0.6	225.00	135.00
10/3/2011	VISIT TAMMY DEWITT IN PRESCOTT; RESEARCH STATUTES REFERENCED BY JUSTIN RAMSEY	1	225.00	225.00
10/4/2011	DETAILED LETTER TO JACK FIELDS REGARDING WATER WELL CODE	0.8	225.00	180.00
10/5/2011	PREPARE REPORT TO ACC REGARDING ARSENIC ABATEMENT PLAN	1.3	225.00	292.50
10/5/2011	-10/07/11 PREPARE MOTION FOR PARTIAL SUMMARY JUDGMENT, STATEMENT OF FACTS IN SUPPORT OF MOTION; PHONE CALLS JUSTIN RAMSEY	4	225.00	900.00
10/20/201	- 10/21/11 REVIEW, RESEARCH AND RESPOND TO JACK FIELDS' MOTION TO STRIKE	2.5	225.00	562.50
10/24/201	PREPARE MOTION TO STRIKE ADMINISTRATIVE SUBPOENA DUCES TECUM ISSUED AT REQUEST OF JD; PREPARE MOTION TO COMPEL DISCOVERY AND SUPPLEMENTAL/AMENDED NOTICE REGARDING ARSENIC ABATEMENT PLAN	2	225.00	450.00
10/25/201	PARTICIPATE IN PROCEDURAL CONFERENCE AT ACC; VISIT ADEQ FOR RECORDS REVIEW	5	225.00	1,125.00
10/26/201	PREPARE NOTICE OF FILING OF RELEASE CONDITIONS [STATE V. BADDEKE] FOR FILING IN TWO OPEN DOCKETS	0.3	225.00	67.50
10/31/201	PREPARE MOTION FOR PROTECTIVE ORDER	2	225.00	450.00
11/1/2011	PREPARE RESPONSE TO JD MOTION TO COMPEL	0.5	225.00	112.50
		TOTAL		$4,927.50

DF

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
12/1/2011

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$15,925.59	

Date	Transaction	Amount	Balance
			9,642.34
11/01/2011	Balance forward	4,927.50	14,569.84
11/02/2011	INV #3713.	-1,000.00	13,569.84
11/21/2011	PMT #3549.	2,355.75	15,925.59
12/01/2011	INV #3726.		

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
2,355.75	4,927.50	0.00	8,642.34	0.00	$15,925.[illegible]

Statement

Law Office of Douglas C. Fitzpatrick
49 Bell Rock Plaza, Suite A
Sedona, Arizona 86351
Phone (928) 284-2190 Fax (928) 284-2191
e-mail fitzlaw@sedona.net

Date
5/30/2012

To:

Ms. Patricia D. Olsen
c/o Montezuma Rimrock Water Company
PO Box 10
Rimrock, AZ 86335

Amount Due	Amount Enc.
$14,783.09	

Date	Transaction	Amount	Balance
04/30/2012	Balance forward		13,958.09
05/10/2012	PMT #3690.	-750.00	13,208.09
05/30/2012	INV #3816.	1,575.00	14,783.09

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
1,575.00	0.00	1,282.50	0.00	11,925.59	$14,783.09

11

DOUGLAS C. FITZPATRICK, ATTORNEY AT LAW

49 BELL ROCK PLAZA, SUITE A
SEDONA, ARIZONA 86351
PHONE (928) 284-2190
FAX (928) 284-2191

INVOICE

DATE	INVOICE #
5/30/2012	3816

MS. PATRICIA D. OLSEN
C/O MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK, AZ 86335

REGARDING:
DOUGHERTY V. YAV. COUNTY

DATE	DESCRIPTION	TIME	RATE	AMOUNT
4/12/2012	04/12/12 – 04/24/12 RESEARCH AND DRAFT REPLY TO RESPONSES OF PLAINTIFFS AND YAVAPAI COUNTY BOARD OF SUPERVISORS TO WATER COMPANY'S MOTION FOR PARTIAL SUMMARY JUDGMENT	5	225.00	1,125.00
5/1/2012	PREPARE USE PERMIT REVOCATION APPEAL	2	225.00	450.00
		TOTAL		$1,575.00

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK AZ 86335

ATTENTION:PATRICIA OLSEN

FILE NO.: 28469-001-TCWI

Please Return Top Portion of Statement With Remittance

Date: 04/23/10
Invoice: 697273

RE: ADEQ Compliance Order

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
03/05/10	Marc Marra: Research and review ADEQ and EPA rules and regulations regarding administration of arsenic in drinking water, and exemptions and variances relating to same.	2.00	550.00
03/09/10	Dawn Meidinger: Teleconference with prospective client regarding ADEQ consent order and circumstances surrounding same.	0.50	175.00
03/12/10	Marc Marra: Consult with D. Meidinger; review compliance order and file; research ADEQ statutes regarding notice of appeals, request for hearings, and request for settlement conferences; initiate drafting of notice of appeal.	2.40	660.00
03/15/10	Marc Marra: Continue drafting of notice of	1.00	275.00

continued on next page

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	appeal; consult with P. Fargotstein regarding same; consult with D. Meidinger regarding same.		
03/16/10	Dawn Meidinger: Correspond with client; review ADEQ correspondence and confer with M. Marra regarding content of appeal notice.	0.30	105.00
03/19/10	Dawn Meidinger: Review and edit compliance order appeal; review 40 CFR subpart J regulation and send form of appeal to client for review.	0.40	140.00
03/19/10	Marc Marra: Finalize drafting of notice of appeal; consult with D. Meidinger regarding same.	0.30	82.50
03/22/10	Dawn Meidinger: Teleconference with V. Burns to advise of representation.	0.10	35.00
03/23/10	Marc Marra: Finalize appeal letter to ADEQ; coordinate with assistant, P. Fargotstein, and D. Meidinger regarding submission of same to ADEQ.	0.40	110.00
03/24/10	Dawn Meidinger: Send appeal letter to ADEQ and review return response regarding meeting scheduling.	0.10	35.00
	TOTAL Hours and Fees	7.50	$2,167.50

Services Performed By	Hours	Rate	Amount
Dawn Meidinger	1.40	350.00	490.00
Marc Marra	6.10	275.00	1,677.50
	TOTAL Current Fees		$2,167.50

continued on next page

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

MONTEZUMA RIMROCK WATER COMPANY
PO BOX 10
RIMROCK AZ 86335

ATTENTION: PATRICIA OLSEN

FILE NO.: 28469-001-TCWI

Please Return Top Portion of Statement With Remittance

Date: 06/25/10
Invoice: 704242

RE: ADEQ Compliance Order

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/04/10	Phillip F. Fargotstein: Review ADEQ response to Motion to Continue Hearing.	0.20	85.00
05/11/10	Dawn Meidinger: Review revised draft of ADEQ consent order and send comments to P. Olsen.	0.80	280.00
05/12/10	Dawn Meidinger: Modify ADEQ consent order consistent with client's input and send to ADEQ for consideration.	0.70	245.00
05/17/10	Dawn Meidinger: Review correspondence from V. Burns and teleconference with V. Burns regarding rejected items in Consent Order; confer with P. Olsen regarding same.	0.50	175.00
05/18/10	Dawn Meidinger: Correspond with ADEQ and client regarding conference call on outstanding consent order issues.	0.20	70.00

continued on next page

Client: 28469
Matter: 001
Invoice: 704242

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/20/10	Dawn Meidinger: Teleconference with V. Burns and subsequent correspondence regarding change to consent order.	0.30	105.00
05/21/10	Dawn Meidinger: Review V. Burns proposed language on alternative water plan; send V. Burns correspondence asking to remove bottled water reference; telephone C. Campbell to discuss language in Consent Order and update client regarding same; teleconference with C. Campbell; teleconference with M. Horlings regarding status hearing; teleconference with P. Olsen updating on agreement with ADEQ and consent order status conference.	0.90	315.00
05/23/10	Dawn Meidinger: Send correspondence to V. Burns with final language for consent order.	0.20	70.00
05/24/10	Dawn Meidinger: Attend OHA status conference.	0.50	175.00
	TOTAL Hours and Fees	4.30	$1,520.00

Services Performed By	Hours	Rate	Amount
Phillip F. Fargotstein	0.20	425.00	85.00
Dawn Meidinger	4.10	350.00	1,435.00
	TOTAL Current Fees		$1,520.00
	Current Balance Due		$1,520.00
	Previous Balance Due		$2,515.40
	TOTAL Balance Due		$4,035.40

Client: 028469
Matter: 028469.0001
Invoice: 751731

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
09/27/11	Patrick Black - Review documents relative to emergency rate increase request and decision on financing; call to Doug Fitzpatrick concerning same.	0.30	120.00
09/28/11	Patrick Black - Conference with D. Fitzpatrick on ACC issues related to water company, including ADEQ consent order and financing request; follow up conference with D. Meidinger regarding same.	0.50	200.00
	Total Hours and Fees	**0.80**	**$320.00**

SERVICES PERFORMED BY	HOURS	RATE	AMOUNT
Patrick Black	0.80	400.00	320.00
Summary of Hours and Fees	**0.80**		**$320.00**

DATE	COSTS ADVANCED	AMOUNT
09/28/11	Telephone toll charges - (928)284-2190	1.15
	Total Costs Advanced	**1.15**

Total Current Invoice	$321.15
Total Balance Due	**$321.15**

Client: 028469
Matter: 028469.0001
Invoice: 757277

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/19/11	Patrick Black - Conference with Doug Fitzpatrick regarding Arsenic Treatment Facility lease and filings with the ACC; review ACC filings regarding same and follow up with Doug Fitzpatrick.	0.80	320.00
10/20/11	Patrick Black - Conference with Doug Fitzpatrick regarding issues related to financing for ATFs.	0.20	80.00
	Total Hours and Fees	**1.00**	**$400.00**

SERVICES PERFORMED BY	HOURS	RATE	AMOUNT
Patrick Black	1.00	400.00	400.00
Summary of Hours and Fees	**1.00**		**$400.00**

DATE	COSTS ADVANCED	AMOUNT
10/20/11	Telephone toll charges - (928)284-2190	0.05
	Total Costs Advanced	**0.05**

Total Current Invoice	$400.05
Total Balance Due	**$400.05**

Client: 028469
Matter: 028469.0002
Invoice: 775141

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
04/06/12	Todd C. Wiley - Emails to and from C. Hains and J. Dougherty regarding ACC hearing.	0.30	127.50
04/20/12	Todd C. Wiley - Review Motion to Stay filed by J. Dougherty.	0.50	212.50
04/26/12	Todd C. Wiley - Review documents and email from P. Olsen.	1.30	552.50
04/27/12	Todd C. Wiley - Work on brief regarding water services agreement; emails to and from P. Olsen regarding same.	2.10	892.50
04/30/12	Todd C. Wiley - Meet with Mr. Dougherty and ACC Staff regarding discovery issues; attend procedural conference for complaint proceeding and rate case proceeding; meet with P. Olsen regarding same.	3.10	1,317.50
	Total Hours and Fees	**7.30**	**$3,102.50**

SERVICES PERFORMED BY	HOURS	RATE	AMOUNT
Todd C. Wiley	7.30	425.00	3,102.50
Summary of Hours and Fees	**7.30**		**$3,102.50**

DATE	COSTS ADVANCED	AMOUNT
03/20/12	Messenger Services - Arizona Corporation Commission	28.25
04/13/12	Messenger Services - Arizona Corporation Commission	28.25
04/13/12	In-House Document Reprod. - General Copies	95.20
04/27/12	Messenger Services/Outside - Arizona Corporation Commission	28.25
04/30/12	Telephone toll charges - (928)592-9211	0.10
	Total Costs Advanced	**180.05**

Total Current Invoice	$3,282.55
Balance Forward	$6,510.85
Total Balance Due	**$9,793.40**

Client: 028469
Matter: 028469.0002
Invoice: 777758

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/01/12	Todd C. Wiley - Emails to and from P. Olsen regarding discovery requests and document retention; emails to and from J. Dougherty regarding potential settlement.	1.10	467.50
05/09/12	Todd C. Wiley - Conference call with J. Dougherty regarding potential settlement.	0.70	297.50
	Total Hours and Fees	**1.80**	**$765.00**

TIME SUMMARY

SERVICES PERFORMED BY	HOURS	RATE	AMOUNT
Todd C. Wiley	1.80	425.00	765.00
Summary of Hours and Fees	**1.80**		**$765.00**

Total Current Invoice	$765.00
Balance Forward	$9,293.40
Total Balance Due	**$10,058.40**

Client: 028469
Matter: 028469.0002
Invoice: 772337

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
03/08/12	Todd C. Wiley - Work on and file notice of appearance.	0.30	127.50
03/09/12	Todd C. Wiley - Work on motion to dismiss Dougherty complaint.	2.30	977.50
03/14/12	Todd C. Wiley - Review motion to compel discovery from J. Dougherty; email to P. Olsen regarding same; review documents regarding same.	2.10	892.50
03/19/12	Todd C. Wiley - Telephone conference with P. Olsen regarding arsenic contracts; work on response to Dougherty motion to prevent execution of arsenic contracts.	4.00	1,700.00
03/22/12	Todd C. Wiley - Review response briefs filed by J. Dougherty.	1.50	637.50
03/23/12	Todd C. Wiley - Emails to and from P. Olsen regarding Dougherty discovery requests; work on same.	1.20	510.00
03/27/12	Todd C. Wiley - Work on motion to dismiss Dougherty complaint.	2.00	850.00
03/28/12	Todd C. Wiley - Work on motion to dismiss.	2.00	850.00
03/30/12	Todd C. Wiley - Work on motion to dismiss Dougherty complaint.	2.10	892.50
	Total Hours and Fees	**17.50**	**$7,437.50**

SERVICES PERFORMED BY	HOURS	RATE	AMOUNT
Todd C. Wiley	17.50	425.00	7,437.50
Summary of Hours and Fees	**17.50**		**$7,437.50**

Client: 028469
Matter: 028469.0002
Invoice: 772337

DATE	COSTS ADVANCED	AMOUNT
03/07/12	Telephone toll charges - (928)284-2190	0.15
03/09/12	Messenger Services - Arizona Corporation Commission	28.25
03/12/12	Telephone toll charges - (928)284-2190	0.20
03/12/12	Telephone toll charges - (928)592-9211	0.50
03/12/12	Messenger Services - Arizona Corporation Commission	28.25
03/20/12	In-House Document Reprod. - General Copies	16.00
	Total Costs Advanced	**73.35**

Total Current Invoice	$7,510.85
Total Balance Due	**$7,510.85**

ADDITIONAL INVOICES FOR OUTSIDE SERVICES

RB-LB, LLC

3840 E Beaver Vista Rd
Rimrock, AZ 86335

Invoice

Date	Invoice #
9/22/2011	578

PAID 07/25/2012

Bill To
Montezuma Rimrock Water Co, LLC PO Box 10 Rimrock, AZ 86335

Description	Amount
prepare worksheets for data requests and complaints to ACC	931.50
cost of QB Pro 2011 software	197.47
Adjustment for rounding, as of 9-21-12	1.03
State Sales Tax	0.00
Total	$1,130.00

RB-LB, LLC

3840 E Beaver Vista Rd
Rimrock, AZ 86335

Invoice

Date	Invoice #
4/30/2011	559

PAID
01/04/2012

Bill To
Montezuma Rimrock Water Co, LLC PO Box 10 Rimrock, AZ 86335

Description	Amount
prepare payroll tax returns. No payroll-prepared 941 and state of AZ Qtr 1 -Withholding return	25.00
State Sales Tax	0.00
Total	$25.00

RB-LB, LLC

3840 E Beaver Vista Rd
Rimrock, AZ 86335

Invoice

Date	Invoice #
3/16/2011	536

PAID 10/25/2011

Bill To
Montezuma Rimrock Water Co, LLC PO Box 10 Rimrock, AZ 86335

Description	Amount
please see itemized detail in body of e-mail letter for preparing ACC 2010 workpapers	1,027.50
hours to prepare ADOR annual 2010 report	71.00
adjust for rounding as of 9-20-12	-0.50
State Sales Tax	0.00
Total	$1,098.00

RB-LB, LLC

3840 E Beaver Vista Rd
Rimrock, AZ 86335

Invoice

Date	Invoice #
1/31/2011	529

PAID 02/09/2011

Bill To
Montezuma Rimrock Water Co, LLC PO Box 10 Rimrock, AZ 86335

Description	Amount
prepare 941 for 4th Q. 2010; prepare AZ withholding form for 4th Q. 2010; Prepare AZ DES Quarterly employment report for 4th Q , 2010; Prepare IRS from 940. annual unemployment report	166.50
Paid Unemployment taxes for MRW C., for 2010	90.18
State Sales Tax	0.00
Total	$256.68

RECEIPT

date 12 / 22 / 2011 No.

received from M R W C

amount Seven Hundred Two 00/100

for payment of Concrete Slab well #1

cash | money order | credit card | check #

amount due	702	00
amount paid	702	00
balance	0	

from _____ to Scannell

signature Mark Scott

SC1152WS

C

Scannell

- 86335

LABOR $18 00 A Hour

Hours. 39

702 00

TOTAL Due 702 00

Foundation Arsenic Building

ARIZONA JOBSITE CONCRETE, LLC

P.O. BOX 1921
CAMP VERDE, AZ 86322
Phone 928-649-0602

INVOICE NO.

COD Delivery Copy

Time Requested
830

Ticket No.
122211-830

Customer:Name/Address
LAKE MONTEZUMA RIMROCK WATER CO.

Ship To
TOWERS RD
ALL THE WAY AT THE END

Customer Phone

Map Cordinates

Product Description	Ordered	Unit/Me...	Rate	Amount
3000 PSI CONCRETE	8.5	CU YD	94.00	799.00T
HOT WATER	8.5		2.50	21.25T
Sales Tax			9.35%	76.69

Arsenic building

DRIVER

Signature

C.O.D.

Total $896.94

NOTICE: Our drivers will make every effort to place materials where the customer designates, but the company assumes no responsibility for damages inside curb or property line. Customer agrees to the terms of sale and delivery and accepts concrete as is. Due to important factors which are out of our control after delivery, this Company will not accept any responsibility for the finished results. No credit for returned concrete. Buyers exceptions and claims shall be deemed waived unless made to us in writing within one business day after receipt of materials.
SPECIAL TERMS: Any water added is at customers own risk. If additional water is added on job, concrete strength is no longer guaranteed.
WARNING: Product may cause skin and/or eye irritation.
CAUTION: Material may be hazardous to your safety and health. Please refer to material safety data sheets for additional information.

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

STATEMENT

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

www.canyonpipe.com
www.phoenixwholesale.com

525 1 AB 0.368 E0015X I0017 D317880567 P762738 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
04/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
03/10/11	S3171427.001		41.80		
03/31/11	Unapplied CR		-2,500.00		
04/06/11	S3177444.001	5,617.23			

Ck # 1936
$2000.00
5-8-11

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
2667.66	209.46	5617.23	-2458.20	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 05/10/11 you may deduct 104.66

0001:0001

044000037
04\29\2010
005380255993

This is a LEGAL COPY of your check. You can use it the same way you would use the orginal check.

Patricia D Olsen
2126 S Cambaugh Way
Flagstaff, AZ 86001
928-592-9211

2009 2½
405-25-5170 2
443926 0007

Date 4-28-10

1900

PAY to the order of Ross D. Jacobs $ 1465.86

One thousand four hundred sixty five 5/86 Dollars

Arizona Federal
P.O. Box 60070
Phoenix, AZ 85082-0070
www.ArizonaFederal.org

B1431775

For

⑆322172797⑆01900[redacted]

COPY

⑈01900⑈ ⑆322172797⑆ [redacted]0000146586⑈

⑈044000037⑈
04\29\2010
005380255993

FOR DEPOSIT ONLY
YAVAPAI COUNTY TREASURER

Do not endorse or write below this line

321270742
04/23/2010
0000074A0293288

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

0000074A0293288 04/23/2010 [illegible]

Patricia D Olsen
2126 S Cambaugh Way
Flagstaff, AZ 86001
928-592-9311

1893.

Date 4-20-10

PAY to the Order of HEC Surety $ 1,500.00

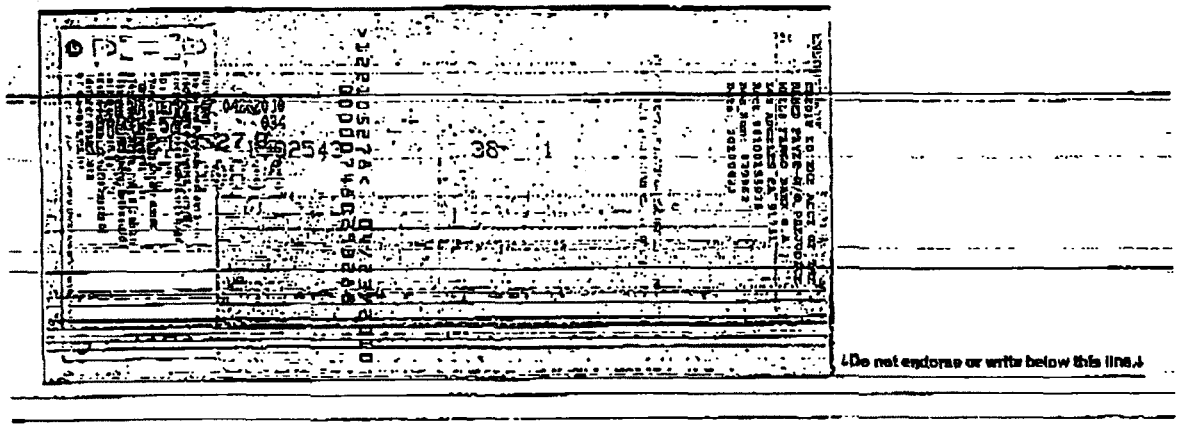
one thousand five hundred & 00/100 Dollars

Arizona Federal

For

⑆322172797⑆ 01893 [redacted] ⑈0000150000⑈

COPY



044000037
05\25\2010
0091806621 38

This is a LEGAL COPY of your check. You can use it the same way you would use the orginal check.

⑆111901331⑆ 05\25\2010 91806621 38

Patricia D Olsen
2120 S Cambugh Way
Flagstaff, AZ 86001
928-592-9211

1909

05262010 1003193 5-19-10 Date

Pay to the Order of Southwest Groundwater $1,307.50

One thousand three hundred seven 50/100 Dollars

Arizona Federal P.O. Box 60070 Phoenix, AZ 85082-0070 www.ArizonaFederal.org

For

⑈322172797⑆01[redacted]⑈

⑆322172797⑆ 1909[redacted]⑈ ⑈0000130750⑈

COPY

PAY TO THE ORDER OF:
JPMORGAN CHASE BANK, N.A.
PHOENIX, ARIZONA 85073
FOR DEPOSIT ONLY
SOUTHWEST GROUND-WATER
CONSULTANTS, INC.
1003193

>111901331< 05\25\2010
91806621 38

Do not endorse or write below this line

Patricia D Olsen 942819 1991288 22 2

2126 S Tombaugh Way
Flagstaff, AZ 86001
928-592-9211

1910

91-7270/9221

5-19-10 Date

Pay to the Order of Fennemore Craig $1000.00

One Thousand 00/100 Dollars

Arizona Federal P.O. Box 60070 Phoenix, AZ 85082-0070 www.ArizonaFederal.org
The credit union for the way you define service.

For 28469

⑆322172797⑆01910[redacted]⑈ ⑈0000001000000⑈

COPY

PAY TO THE ORDER OF
WELLS FARGO BANK (ARIZONA)
FOR DEPOSIT ONLY
FENNEMORE CRAIG
A Professional Corp.
[illegible]

LIFE NA TEMPERSPIRIT
5049 0463011947L 4
M221-8527-9C
2248: 34 536 59

122000166
06/01/2010
6129145979

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

Patricia D Olson
3120 S Tonopah Way
Flagstaff, AZ 86001
928-592-9211

1911

5-27-10 Date

Pay to the Order of EAS 95012010 1014899 36 $ 2000 60

Two Thousand Dollars

Arizona Federal

For Invoice

⑆322172797⑆ 0191 [redacted]

COPY

⑆322172797⑆ 1911⑈0[redacted]⑈ ⑈0000200000⑈

122000166 06/01/2010
6129145979

PAY TO THE ORDER OF
NATIONAL BANK OF ARIZONA
FLAGSTAFF, AZ 86001

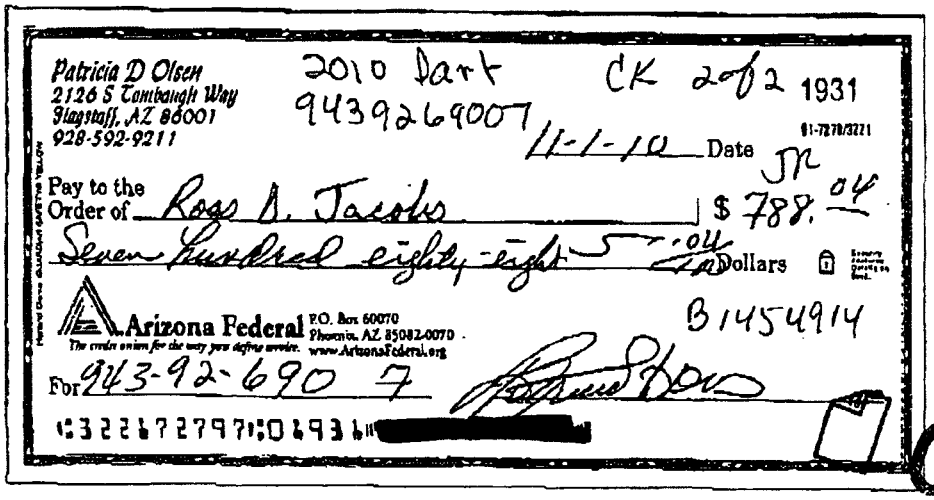
ENVIRONMENTAL INFO CAT
ENVIRONMENTAL WATER RESOLU

>122105320< 05/28/
0052001991451211

[redacted]

Check Image

Bus. Date	Blk Num	Seq. Num	Check	Acct. Num	Tran Code	Amount	FRB-ABA
11/15/2010	605	1295-00	1931	3294855	0	788.04 - USD	322172797


Patricia D Olsen
2126 S Tomahaugh Way
Flagstaff, AZ 86001
928-592-9211

2010 Dart
9439269007

CK 2 of 2 1931

11-1-10 Date

Pay to the Order of Ross A. Jacobs $ 788.04

Seven hundred eighty-eight 5/100 Dollars

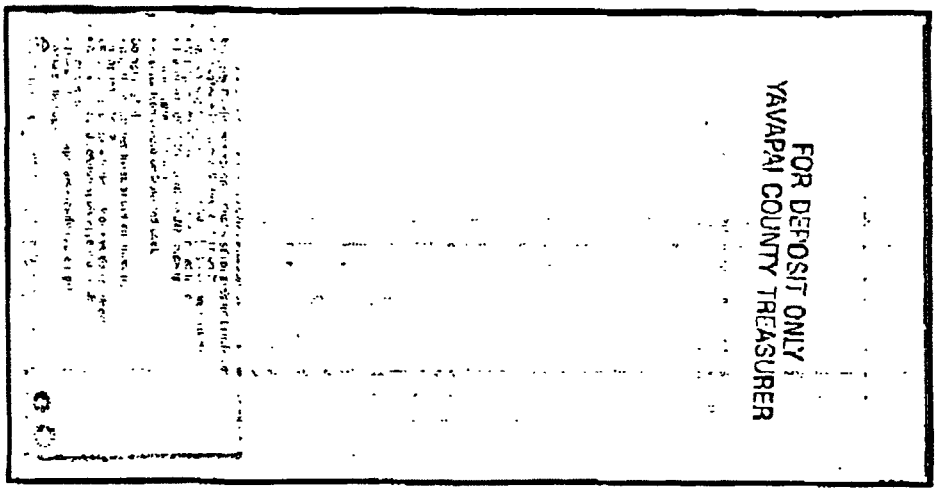
Arizona Federal
The credit union for the way you define success.
P.O. Box 60070
Phoenix, AZ 85082-0070
www.ArizonaFederal.org

B1454914

For 943-92-690 7

⑆322172797⑆04936⑈[redacted]

COPY



Electronic Endorsements

Seq#	Record Type	Description	ID	BusDate	Seq#	RTN	Truncated	Converted	Corrected	Return Code
1	A		EOFD	1 11/12/2010	2380425737	74809982	Y			
2	C	ENDORSEMENT	1	11/13/2010	6528827134	122000166	N	7	0	

Patricia D Olsen
2126 S Tombaugh Way
Flagstaff, AZ 86001
928-592-9211

1912

91-7279/3221

6-2-10 Date

Pay to the Order of Discount Supp $ 3,511.39

three thousand five hundred eleven Dollars

Arizona Federal
The credit union for the way you define service.
P.O. Box 60070
Phoenix, AZ 85082-0070
www.ArizonaFederal.org

For Well #4

⑆322172797⑆01912 [redacted]⑈

Limited Clarke CLANDIAN SAFETY YELLOW

PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1238

91-532/1221
801

5-2-11
Date

Pay to the Order of EHS $ 1,000 00

One Thousand . 50/100 Dollars

National Bank of Arizona
WE ARE ARIZONA
1-800-497-8168
www.nbarizona.com

For

⑆122105320⑆ [redacted] 1238

Back

For customer service, please contact us online or by phone 1-800-497-8168, option 7
Accounts | Payments | Transfers | Services
Copyright Information

View Transaction

Use this screen to view a cleared transaction.

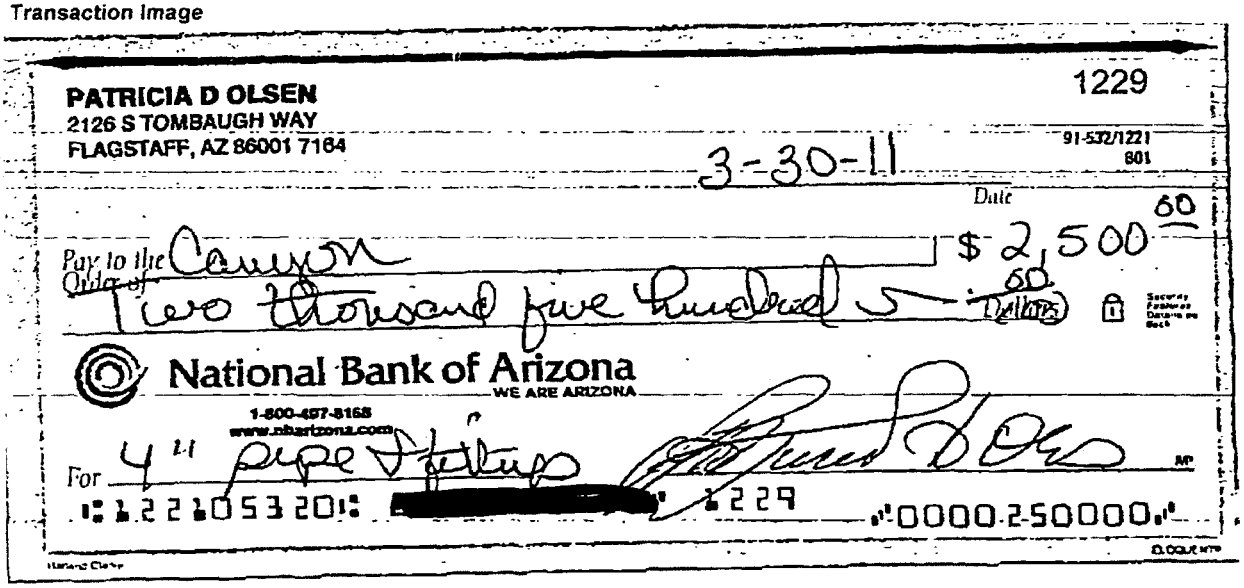
Transaction Information

Description: CHECK
Account: Free Checking - xxx-xx032-1
Transaction: Check 1229
Date Cleared: 04/04/2011
Amount: $ 2,500.00

Date Initiated: 04/04/2011
FI Reference ID: 20110405040255156620

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by calling Customer Support from the number below. In order to maintain this service, there is scheduled maintenance every Saturday at 11:00 PM MT and on the last day of each month at 7:00 PM MT. During this time, which typically lasts about six hours, your images may not be available. We apologize for the inconvenience this may cause.

Transaction Image


PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1229

91-532/1221
801

3-30-11
Date

Pay to the Order of Canyon $ 2,500 60

Two thousand five hundred 5 60/100 Dollars

National Bank of Arizona
WE ARE ARIZONA
1-800-457-8168
www.nbarizona.com

For 4th pipe fitting

⑆122105320⑆ [redacted] ⑈1229 ⑈0000250000⑈

View Transaction

Use this screen to view a cleared transaction.

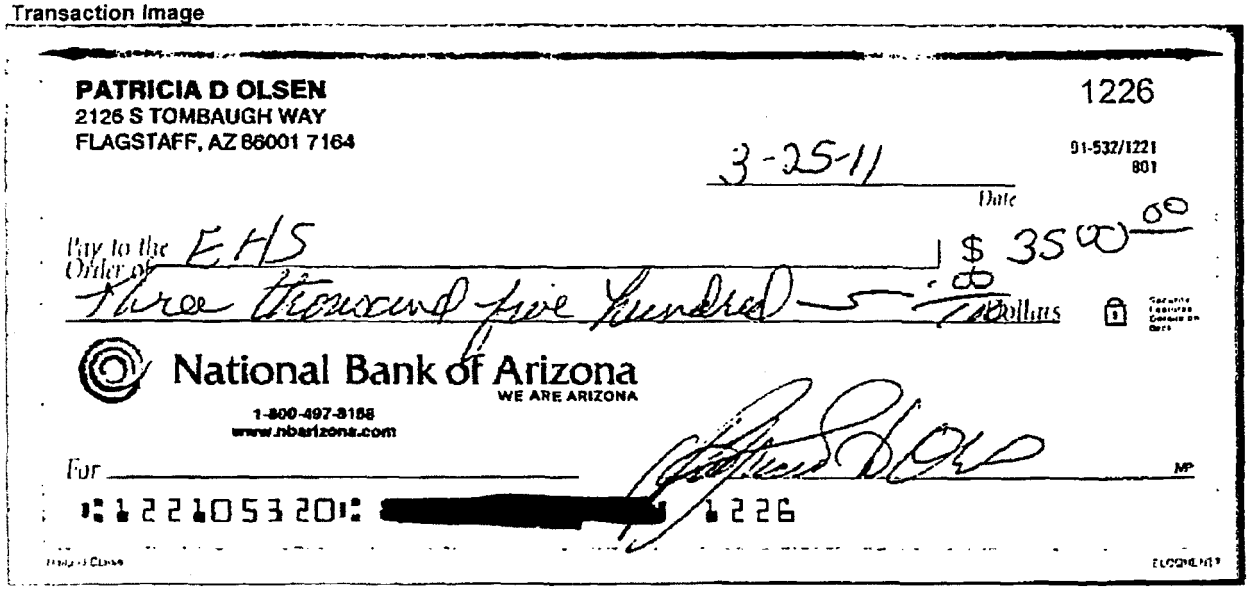
Transaction Information

Description: CHECK
Account: Free Checking - xxx-xx032-1
Transaction: Check 1226
Date Cleared: 03/25/2011
Amount: $ 3,500.00

Date Initiated: 03/25/2011
FI Reference ID: 20110326011318235020

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by calling Customer Support from the number below. In order to maintain this service, there is scheduled maintenance every Saturday at 11:00 PM MT and on the last day of each month at 7:00 PM MT. During this time, which typically lasts about six hours, your images may not be available. We apologize for the inconvenience this may cause.

Transaction Image



PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1226

91-532/1221
801

3-25-11
Date

Pay to the Order of EHS $ 3500.00

Three thousand five hundred 00/100 Dollars

National Bank of Arizona
WE ARE ARIZONA
1-800-497-8188
www.nbarizona.com

For

⑆122105320⑆ [redacted] ⑈1226

PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1227

91-532/1221
801

3-25-11
Date

Pay to the Order of RASK Construction $ 1,000 00

one thousand .00/100 Dollars

Security Features Details on Back

National Bank of Arizona
WE ARE ARIZONA
1-800-497-8168
www.nbarizona.com

For

⑆122105320⑆ [redacted] ⑈1227

For customer service, please contact us online or by phone 1-800-497-8168, option 7
Accounts | Payments | Transfers | Services
Copyright Information

PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1232

91-532/1221
801

4-7-11
Date

Pay to the Order of EHS $1,200 00

one thousand two hundred 00/100 Dollars

National Bank of Arizona
WE ARE ARIZONA
1-800-497-8168
www.nbarizona.com

For

⑆122105320⑆ [redacted]⑈ 1232

For customer service, please contact us online or by phone 1-800-497-8168, option 7
Accounts | Payments | Transfers | Services
Copyright Information

PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7164

1236

91-532/1221
801

4-20-11
Date

Pay to the Order of EHS $ 1200.00

one thousand two hundred 5/100 Dollars

National Bank of Arizona
WE ARE ARIZONA
1-800-497-8168
www.nbarizona.com

For

⑆122105320⑆ [redacted] 1236

For customer service, please contact us online or by phone 1-800-497-8168, option 7
Accounts | Payments | Transfers | Services
Copyright Information

Patricia D Olsen
2126 S Tombaugh Way
Flagstaff, AZ 86001
928-592-9211

1942

91-7279/3221

6-23-11 Date

Pay to the Order of EHS $ 1,000.00

one thousand 00/100 Dollars

Arizona Federal P.O. Box 60070 Phoenix, AZ 85082-0070 www.ArizonaFederal.org
The credit union for the way you define service.

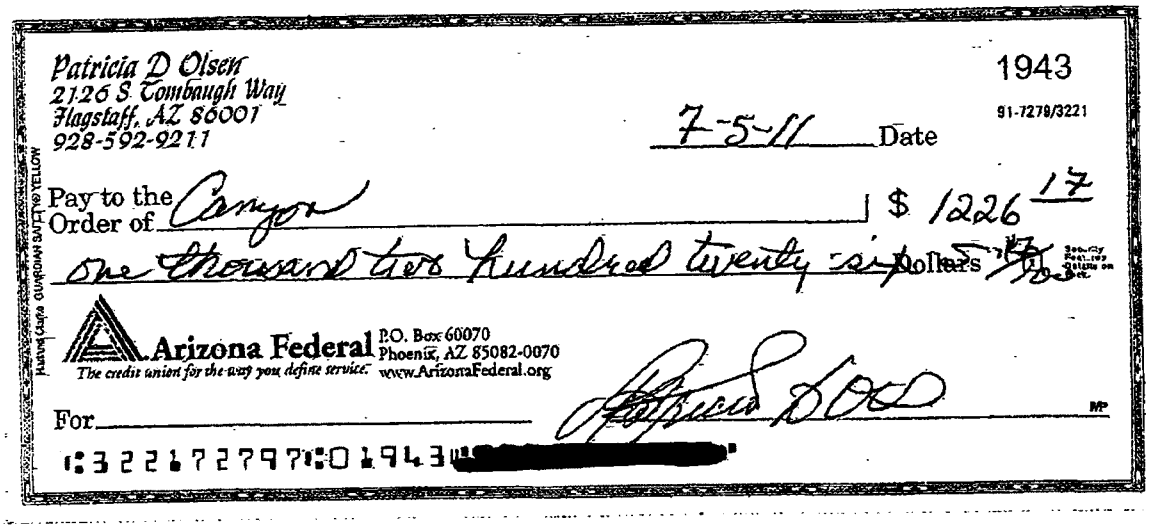
For

⑆322172797⑈0194 2[redacted]

PAY TO THE ORDER OF
NATIONAL BANK OF ARIZONA
FLAGSTAFF, AZ 86001
122105320
FOR DEPOSIT ONLY
ENVIRONMENTAL HYDROSYSTEMS LTD
CIVIL ENVIRONMENTAL & WATER RESOURCES E
007C53434G

John
Check #1936 5/8/11
To Canyon Pipe for $2000.00
I couldn't print this out

The $3,000 to Fennemore Craig, ~~one~~
I will have to contact them



Patricia D Olsen
2126 S Tombaugh Way
Flagstaff, AZ 86001
928-592-9211

1943

91-7279/3221

7-5-11 Date

Pay to the Order of Canyon $ 1226 17

one thousand two hundred twenty six dollars

Arizona Federal P.O. Box 60070 Phoenix, AZ 85082-0070 www.ArizonaFederal.org
The credit union for the way you define service.

For

⑆322172797⑈01943 [redacted]

ELECTRONICALLY PRESENTED - 4

PAY TO THE ORDER OF
WELLS FARGO
NICHOLAS CONSOLIDATED, INC.
D/B/A CANYON PIPE AND SUPPLY, INC
PHOENIX WHOLESALE, INC.
4124519612

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

·NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff- BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-3094
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8888 • Fax (480) 649.1128
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
11/28/11	01/25/12
INVOICE NUMBER	
S3292856.001	

REMIT TO: 10779 N Solar Canyon Way - Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

312 1 AB 0.368 E0250X I0447 D406255204 P937131 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
11/28/11	11/28/11	PK CUST HERE	2% 10TH NET 25		RASK JOB
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	NORM	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
1	1	TYLER 072201 BEND 4 MJ 90 C153 CL	40114	64.673E	64.67
1	1	MUEL A2360234 VALVE GATE L/ACC 4 MJ (S/S BOLTS 9000)	163764	453.051E	453.05
3	3	ROMAGRIP 249-04-CI 4" W/ACC KIT PVC W/CI GASK	351017	46.723E	140.17
3	3	TYLER 054696 GASKET TRANSITION 4 MJ	18799	3.538E	10.62

12-19-11
$350
CC # 3569

SPECIAL EMAIL OFFERS Sent Directly to You!
Our Email Sales Flyer is Jam-Packed with:
·Special Offers
·New Product Arrivals
·Limited Quantity Specials
·And much more!!
Sign up today at ginah@phoenixwholesale.com with your email address, company name and your name.

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 01/10/12 you may deduct $13.36

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

Net Amount	668.51
Freight/Handling	
Sales Tax	60.31
Total Amount	728.82

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

001:0001

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff- BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-3094
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8888 • Fax (480) 649.1128
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
05/16/11	06/25/11
INVOICE NUMBER	
S3199248.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

737 1 AB 0.368 E0055X I0110 0325722554 P782713 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
05/10/11	05/16/11	WC WILL CALL	2% 10TH NET 25		3" GALV
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	NORM	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
1	1	TYLER 083795 ADPT 4X6 MJXFE C153 CL	20899	59.018E	59.02
1	1	GALVF 90 3 IMP	159587	26.625E	26.63
1	1	APOLLO 94A10001 3" IP BALL VLV	546357	90.614E	90.61

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 06/10/11 you may deduct $3.52

Net Amount	176.26
Freight/Handling	
Sales Tax	15.90
Total Amount	192.16

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

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Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
04/26/11	06/25/11
INVOICE NUMBER	
S3192527.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

950 1 AB 0.368 E0295X I0591 D318590527 P764581 0001:0002

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
04/26/11	04/26/11	OT OUR TRUCK	2% 10TH NET 25		XR501
WRITER	**ORDERED BY**	**SALESPERSON**	**PR BRCH**	**WHSE**	**JOB/RELEASE NUMBER**
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2	2	ROMAC XR501-7.60X7.60X7 COUPLING 6.60-7.60	345654	155.171E	310.34

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 06/10/11 you may deduct $6.21

Net Amount	310.34
Freight/Handling	
Sales Tax	22.81
Total Amount	333.15

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

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0001:0002

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www.phoenixwholesale.com

Branch Locations

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Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
06/21/11	07/25/11
INVOICE NUMBER	
S3213038.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

778 1 AB 0.368 E0325X I0565 0338978348 P808819 0001:0003

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
06/09/11	06/21/11	OT OUR TRUCK	2% 10TH NET 25		6" REPAIR COUPLING
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2	2	ROMAC 511 REPAIR COUPLING 6IP 6.63 X 6.63 X 7	165857	129.452E	258.90

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 07/10/11 you may deduct $5.18

THANK YOU FOR YOUR BUSINESS!!!

Net Amount	258.90
Freight/Handling	
Sales Tax	19.03
Total Amount	277.93

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001:0003

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff- BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-3094
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
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Mesa	(480) 898.8888 • Fax (480) 649.1128
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Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
05/06/11	06/25/11
INVOICE NUMBER	
S3192099.002	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

532 1 AB 0.368 E0240X I0474 0322276131 P771965 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
04/25/11	05/06/11	SLS SALESMAN	2% 10TH NET 25		EXTRA PIPE
WRITER	**ORDERED BY**	**SALESPERSON**	**PR BRCH**	**WHSE**	**JOB/RELEASE NUMBER**
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
1	1	TYLER 077589 RED 4X3 MJ C153 CL	164747	48.362E	48.36
2	2	MUEL AGF0480 ADPT AQUAGRIPXFL 4" DIP	271038	76.302E	152.60
2	2	BLKF COMP FLANGE 4X9 (CI)	23801	35.208E	70.42
2	2	BLKF BUSH 4 X 3 HEX (CI)	23781	16.053E	32.11
2	2	GASKET BLK RUBBER FF 1/8 4 SOLID NEOPRENE	18779	1.836E	3.67
2	2	BOLT PACK ONLY 4 RB40 (GSNAP4)	13165	6.875E	13.75
1	1	MUEL A2360233 VALVE GATE L/ACC 3 MJXMJ (S/S BOLTS 9066)	167693	405.444E	405.44
1	1	GALVF 45 ELBOW 3 IMP	551842	25.166E	25.17

6-6-11
ck # 1940
$500 TO

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 06/10/11 you may deduct $15.03

Net Amount	751.52
Freight/Handling	
Sales Tax	55.24
Total Amount	806.76

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

0001:0001

CANYON PIPE & SUPPLY | Phoenix Wholesale, inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply Flagstaff-BR9
3800 E Huntington Drive
FLAGSTAFF AZ 86004
(928)527-3023 Fax 928-526-1852
www.canyonpipe.com
www.phoenixwholesale.com

Branch Locations

Credit Dept.	(602) 353.4146 • Fax (602) 484.4952
Phoenix	(602) 269.6994 • Fax (602) 269.7998
Show Low	(928) 532.5896 • Fax (928) 532.5898
Mesa	(480) 898.8888 • Fax (480) 649.1128
Tucson	(520) 884.8944 • Fax (520) 623.5561
Cottonwood	(928) 646.9499 • Fax (928) 646.6044
Tempe	(480) 222.5609 • Fax (480) 921.0203
Flagstaff	(928) 527.3023 • Fax (928) 527.3094
Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
04/06/11	05/25/11
INVOICE NUMBER	
S3177444.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

1367 1 AB 0.360 E0273X I0458 D312340307 P751694 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
03/31/11	04/06/11	OT OUR TRUCK	2% 10TH NET 25		4RT200
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
2600	2600	PIPE PVC SDR21 CL200 4" GASKETED 4RT200	167048	151.280c	3933.28
2	2	TYLER 073284 BEND 4 MJ 221/2 C153 CL	40105	50.821E	101.64
6	6	TYLER 072843 BEND 4 MJ 45 C153 CL	40109	53.280E	319.68
1	1	TYLER 073727 BEND 4 MJ 111/4 C153 CL	40102	45.903E	45.90
1	1	TYLER 077589 RED 4X3 MJ C153 CL	164747	48.362E	48.36
1	1	ROMAGRIP 249-03-CI ACCESSORY PAK 3"	478699	42.187E	42.19
1	1	TYLER 054689 GASKET TRANSITION 3 MJ	164771	2.769E	2.77
21	21	TYLER 391845 MJ ACC PACK 4 LESS GLAND 3/4X31/2 B/N	273437	10.400E	218.40
21	21	TYLER 054696 GASKET TRANSITION 4 MJ	18799	3.538E	74.31
21	21	TYLER 113935 GLAND TUF-GRIP 4 C153 MJ FOR PVC -ND	592741	21.243E	446.10
		**			

3-30-11
ck# 1229 $2,500

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If paid by 05/10/11 you may deduct $104.66

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

Net Amount	5232.63
Freight/Handling	
Sales Tax	384.60
Total Amount	5617.23

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

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Tucson	(520) 884.8944 • Fax (520) 623.5561
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Prescott Valley	(928) 775.3499 • Fax (928) 775.3635
Surprise	(623) 544.5200 • Fax (623) 544.5239

INVOICE

INVOICE DATE	DUE DATE
04/27/11	06/25/11
INVOICE NUMBER	
S3192099.001	

REMIT TO: Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way, Surprise, AZ 85379

SHIP TO:

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIM ROCK AZ 86335

950 1 AB 0.368 E0295 I0592 D318590528 P764581 0002:0002

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

ORDER DATE	SHIP DATE	SHIPPED VIA	TERMS		CUSTOMER P.O. NUMBER
04/25/11	04/27/11	OT OUR TRUCK	2% 10TH NET 25		EXTRA PIPE
WRITER	ORDERED BY	SALESPERSON	PR BRCH	WHSE	JOB/RELEASE NUMBER
JEREMIAH HAMPTON	PATSY	99909 CPS FLAGSTAFF	9	9	

ORDER QTY	SHIP QTY	PRODUCT DESCRIPTION	ITEM #	UNIT PRICE	EXT. AMOUNT
120	120	PIPE PVC SDR21 CL200 4" GASKETED 4RT200	167048	151.280c	181.54

6-6-11
$200.00
CK# 2085

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

Give us your email address for our NEW E-newsletter! Great monthly specials, new product information and a lot more. Sign up today at shellyh@canyonpipe.com

If paid by 06/10/11 you may deduct $3.63

Net Amount	181.54
Freight/Handling	
Sales Tax	13.34
Total Amount	194.88

THANK YOU FOR YOUR BUSINESS!!!

TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE. ACCOUNTS NOT PAID WITHIN THOSE TERMS WILL BE SUBJECT TO THE MAXIMUM SERVICE CHARGE PERMISSABLE.

WARRANTY DISCLAIMER: OUR COMPANY WARRANTS THAT IT HAS TITLE TO THE GOODS SOLD. IT MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WITH RESPECT TO THE GOODS REFERRED TO IN THIS INVOICE. ANY WARRANTY AFFECTING THESE GOODS IS PROVIDED SOLELY BY THEIR MANUFACTURER. TERMS OF WHICH WILL BE FURNISHED UPON REQUEST. IF THE GOODS ARE DAMAGED OR DEFECTIVE AND THE MANUFACTURER ACKNOWLEDGES RESPONSIBILITY UNDER ITS WARRANTY, OUR COMPANY MAY, BUT SHALL NOT BE REQUIRED TO, REPLACE THE DAMAGED OR DEFECTIVE GOODS FROM OUR COMPANY INVENTORY, IF AVAILABLE, OR ALLOW THE PURCHASER A CREDIT FOR THE AMOUNT OF THE PURCHASE PRICE OF SUCH GOODS.

CANYON Pipe & Supply Inc. | Phoenix Wholesale, Inc.

NICHOLAS CONSOLIDATED, INC.
Wholesale Distributors of Plumbing • HVAC • Industrial • Waterworks

Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

www.canyonpipe.com
www.phoenixwholesale.com

STATEMENT

STATEMENT

Detach Here
Please send this stub with your remittance advice

STATEMENT DATE
05/25/11
ACCOUNT NUMBER
33837
PLEASE REMIT PAYMENTS TO:
Canyon Pipe & Supply/ Phoenix Wholesale 10779 N. Solar Canyon Way Surprise, AZ 85379

1467 1 AB 0.368 E0008X I008 D329244998 P786211 0001:0001

MONTEZUMA RIMROCK WATER CO LLC
GENERAL ACCOUNT
PO BOX 10
RIMROCK AZ 86335-0010

STMT DATE	ACCOUNT NUMBER
05/25/11	33837

DATE	INVOICE #	CURRENT	OVER 30	OVER 60	OVER 90
04/06/11	S3177444.001		1,159.03		
04/26/11	S3192527.001	333.15			
04/27/11	S3192099.001	194.88			
05/06/11	S3192099.002	806.76			
05/16/11	S3199248.001	192.16			
05/25/11	S3207828.001	17.39			

7-5-11
Ck#1943
$1226.17

Our Street Name Has Changed!
Milgard Way is now, Solar Canyon Way
Please remit your payments to our new address at:
Canyon Pipe & Supply/Phoenix Wholesale
10779 N. Solar Canyon Way
Surprise, AZ 85379

PAYMENTS	PREVIOUS BALANCE	CURRENT TOTAL	OVER 30 TOTAL	OVER 60 TOTAL	OVER 90 TOTAL
2000.00	3159.03	1544.34	1159.03	0.00	0.00

All past due balances subject to SERVICE CHARGES of 1.50% per month.

If you pay by 06/10/11 you may deduct 28.39

MONTEZUMA RIMROCK WATER CO LLC

INVOICE #	AMOUNT
S3177444.001	1,159.03
S3192527.001	333.15
S3192099.001	194.88
S3192099.002	806.76
S3199248.001	192.16
S3207828.001	17.39
TOTAL	2703.37

Less Discount _____

Amount Remitted _____

0001:0001

PLANT SUMMARY

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011 (Attachment)

Plant Additions and Retirements by Year

Acct. No.	Description	Year _2008___		Year __2009__	
		Additions	Retirements	Additions	Retirements
301	Organization				
302	Franchises				
303	Land & Land Rights				
304	Structures & Improvements	1328		397	
307	Wells & Springs	7235		25691	
311	Pumping Equipment			9374	
320	Water Treatment Equipment				
320.1	Water Treatment Plants				
320.2	Solution Chemical Feeders				
330	Distribution Reservoirs & Standpipes				
330.1	Storage Tanks				
330.2	Pressure Tanks				
331	Transmission & Distrib. Mains	29			
333	Services			1203	
334	Meters & Meter Installations	2118		1623	
335	Hydrants				
336	Backflow Prevention Devices	72			
339	Other Plant & Misc. Equipment	279		526	
340	Office Furniture & Equipment	53		888	
340.1	Computers & Software				
341	Transportation Equipment				
343	Tools, Shop & Garage Equip.	41		1443	
344	Laboratory Equipment				
345	Power Operated Equipment	450			
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	TOTAL WATER PLANT	**11605**		**41145**	

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011 (Attachment)

Plant Additions and Retirements by Year

Acct. No.	Description	Year 2010____		Year 2011____	
		Additions	Retirements	Additions	Retirements
301	Organization				
302	Franchises				
303	Land & Land Rights				
304	Structures & Improvements	873		1599	
307	Wells & Springs	1755			
311	Pumping Equipment	2333		15000	
320	Water Treatment Equipment	4994			(1354)
320.1	Water Treatment Plants				
320.2	Solution Chemical Feeders				
330	Distribution Reservoirs & Standpipes				
330.1	Storage Tanks				
330.2	Pressure Tanks				
331	Transmission & Distrib. Mains			2100	
333	Services				
334	Meters & Meter Installations	736		533	
335	Hydrants				
336	Backflow Prevention Devices				
339	Other Plant & Misc. Equipment	78			
340	Office Furniture & Equipment	228		106	
340.1	Computers & Software				
341	Transportation Equipment				
343	Tools, Shop & Garage Equip.	494		150	
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant	11180			
	TOTAL WATER PLANT	**22671**		**19488**	**(1354)**

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011 (Attachment)

Plant Additions and Retirements by Year

Acct. No.	Description	Post Test Year _2012___		Year ____	
		Additions	Retirements	Additions	Retirements
301	Organization				
302	Franchises				
303	Land & Land Rights				
304	Structures & Improvements	8000			
307	Wells & Springs				
311	Pumping Equipment	200			
320	Water Treatment Equipment				
320.1	Water Treatment Plants	46000			
320.2	Solution Chemical Feeders				
330	Distribution Reservoirs & Standpipes				
330.1	Storage Tanks				
330.2	Pressure Tanks				
331	Transmission & Distrib. Mains				
333	Services				
334	Meters & Meter Installations				
335	Hydrants				
336	Backflow Prevention Devices				
339	Other Plant & Misc. Equipment				
340	Office Furniture & Equipment				
340.1	Computers & Software				
341	Transportation Equipment				
343	Tools, Shop & Garage Equip.				
344	Laboratory Equipment				
345	Power Operated Equipment				
346	Communication Equipment				
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	TOTAL WATER PLANT	**54200**			

Note: Enter all additions and retirements, by year, from the prior test year through the end of the current test year. Enter the totals for the additions and retirements for all intervening years on page 14, Columns B and C, respectively.

Company Name:Montezuma Rimrock Water Company LLC	Test Year Ended: 2011 (Attachment)

Plant Summary

Acct. No.	Description	Plant in Service Per Prior Decision	Total Additions	Total Retirements	Test Year End Total
		Column A	*Column B*	*Column C*	*Column D**
305	Collection & Impounds	0	1,700	0	1,700
309	Water Mains	228	868	0	1,096
303	Land & Land Rights	750	37,000	<750>	37,000
304	Structures & Improvements	34,398	4,197	0	38,595
307	Wells & Springs	49,584	34,681		84,265
311	Pumping Equipment	36,556	26,707	0	40,104
320	Water Treatment Equipment	3,746	4,994	<1,354>	7,386
320.1	Water Treatment Plants			0	
320.2	Solution Chemical Feeders			0	
330	Distribution Reservoirs & Standpipes	31,028		0	31,028
330.1	Storage Tanks			0	
330.2	Pressure Tanks			0	
331	Transmission & Distrib. Mains	186,535	2,129	0	188,664
333	Services	10,212	1,203	0	11,415
334	Meters & Meter Installations	45,720	5,010	0	50,730
335	Hydrants	11,264		0	11,264
336	Backflow Prevention Devices		72		72
339	Other Plant & Misc. Equipment	10,178	883	0	11,061
340	Office Furniture & Equipment	1,734	1,275	0	3,009
340.1	Computers & Software	1,239		0	1,239
341	Transportation Equipment		11,180	0	11,180
343	Tools, Shop & Garage Equip.	12,638	2,128		14,766
344	Laboratory Equipment				
345	Power Operated Equipment	1,399	450		1,849
310	Power Generating Equipment	1,054		0	1,054
347	Miscellaneous Equipment				
348	Other Tangible Plant				
	TOTAL WATER PLANT	**438,263**	**134,477**	**<2,104>**	**547,478**

Note: Please refer to the checklist on page 1 for the required attachments related to this schedule

**** Column D = Column A + Column B - Column C***

ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

2012 DEC -3 P 3:17

CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED
DEC 03 2012
DOCKETED BY

COMMISSIONERS

GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO INSTALL A WATER LINE FROM THE WELL ON TIEMANN TO WELL NO. 1 ON TOWERS	DOCKET NO. W-04254A-12-0204
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO PURCHASE THE WELL NO. 4 SITE AND THE COMPANY VEHICLE	DOCKET NO. W-04254A-12-0205
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING FOR AN 8,000 GALLON HYDRO-PNEUMATIC TANK	DOCKET NO. W-04254A-12-0206
IN THE MATTER OF THE RATE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC.	DOCKET NO. W-04254A-12-0207

Request for Procedural Conference and Additional Rate Case Information

Montezuma Rimrock Water Company LLC (MRWC) hereby requests a Procedural Conference to discuss the Procedural Order requiring MRWC to submit testimony by December 6, 2012. In the Procedural Order, no information is given as to the type, nature, and requirements regarding the testimony request. MRWC understands that small water companies are not required to submit testimony and in the past have not been required to submit testimony.

MRWC also hereby submits the following updated information regarding its rate case application.

EXHIBIT
A-7
ADMITTED

1. For Item 12-0205 (wellsite 4 & vehicle) – Actual Costs
$16,757.89 - Well Site 4
$ 6,056.09 - 2008 Chrysler PT Cruiser

$22,813.98
See Tab 1 which provides a copy of the cancelled checks relating to the above costs.

2. For 12-0206 (8,000 gallon pressure tank)
$15,000 - Purchase of Tank
$ 3,541.16 - Installation of Tank

$18,541.16
See Tab 2 which provides a copy of the estimate for installation of 8,000 gallon pressure tank

Patricia D. Olsen

John Dougherty
P.O. Box 501
Rimrock, AZ 86335

Daniel Pozefsky
RUCO
1110 W. Washington St., 220
Phoenix, AZ 85007

TAB 1

National Bank of Arizona

ACCOUNT # [redacted]

Name Patricia Olsen

Account No [redacted]

8/5/11
Date

Pay to the Order of NBA $ 16,757.89

Sixteen thousand Seven hundred fifty seven 89/100 Dollars

NATIONAL BANK OF ARIZONA

For Zuzapai Tiller

⑆122105320⑆ [redacted] 9999

Processed 08/05/11 $16757.89 Ch# 9999

PATRICIA D OLSEN
2126 S TOMBAUGH WAY
FLAGSTAFF, AZ 86001 7184

1252

8-9-11
Date

Pay to the Order of Bank of The West $ 6056.09

six thousand fifty six .09/100 Dollars

National Bank of Arizona
WE ARE ARIZONA

For [redacted]

⑆122105320⑆ [redacted] ⑈ 1252

Processed 08/16/11 $6056.09 Ch# 1252

TAB 2

COLLINGWOOD PUMPS, INC.
PO Box 1873
Cottonwood, AZ 86326

(928)646-7398

Estimate

Date	Estimate #
12/1/2012	MRWC 12.12

Name / Address

Montezuma Rimrock Water Co LLC
PO Box 10
Rimrock, AZ 86335

Description	Qty	Cost	Total
Estimate to move a 5000 gallon pressure tank located in Rimrock to the MRWC well #1 site. This amount is for crane & flatbed services to move the tank only & does not include site set up or installation charges		2,500.00	2,500.00
materials & labor to install tank @ new site		1,000.00	1,000.00

Subtotal	$3,500.00
Sales Tax (4.1163%)	$41.16
Total	$3,541.16

7012 1010 0001 2616 8194

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

RIMROCK AZ 86335 OFFICIAL USE

Postage	$	$0.65	0543
Certified Fee		$2.95	02
Return Receipt Fee (Endorsement Required)		$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)		$0.00	
Total Postage & Fees	$	$3.60	12/03/2012

Sent To: John Dougherty
Street, Apt. No.; or PO Box No.: P.O. Box 501
City, State, ZIP+4: Rimrock, AZ 86335

PS Form 3800, August 2006 See Reverse for Instructions

7012 1010 0001 2616 8217

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PHOENIX AZ 85007 OFFICIAL USE

Postage	$	$0.65	0543
Certified Fee		$2.95	02
Return Receipt Fee (Endorsement Required)		$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)		$0.00	
Total Postage & Fees	$	$3.60	12/03/2012

Sent To: Daniel Pozefsky, RLCD
Street, Apt. No.; or PO Box No.: 110 W. Washington, 220
City, State, ZIP+4: Phoenix, AZ 85007

PS Form 3800, August 2006 See Reverse for Instructions

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

GROUNDWATER TREATMENT PLANT INITIAL MONITORING REPORTING FORM

Public Water System Name: MONTEZUMA RIMROCK

PWS Identification Number (AZ04-XX-XXX): AZ04-13-071

Name of Contact Person / Title: Ms. Patricia Olsen Owner

Telephone / Email: 928-300-3291 patsy@montezumawater.com

Entry Point to the Distribution System (EPDS) #: 1

Contaminant: [X] Arsenic [ ] Fluoride [ ] Nitrate [ ] Other

Sample	Date	Sample Time (24h)	Raw Water Result Well 55-621604 (mg/L)	Treated Water Result (mg/L)	Test Method
DAY 1	11/29/12	1047		<0.0010	[ ] Field [X] Lab
DAY 2	11/30/12	1047		<0.0010	[ ] Field [X] Lab
DAY 3	12/01/12	1050		<0.0010	[ ] Field [X] Lab
DAY 4	12/02/12	1256		<0.0010	[ ] Field [X] Lab
DAY 5	12/03/12	1214		0.0016	[ ] Field [X] Lab
WEEK 2	12/10/12	1130		<0.0010	[X] Lab
WEEK 3	12/17/12	1320		<0.0010	[X] Lab
WEEK 4	12/24/12	1121		<0.0010	[X] Lab
MONTH 2	02/18/13	1655		0.0010	[X] Lab
MONTH 3	03/11/13	1629		<0.0010	[X] Lab

If Water System chooses to take Field Tested Water Samples, any of the following Field Test Kits are acceptable: *ITS Arsenic Quick II Test Kit, Part No. 481303, ITS Fluoride eXact Xtra Micro Strips, Part No. 486611 or Hach Nitrate Color Disc Test Kit Model NI-14.* All Water Samples from Week 2 thru Month 3 must be submitted to a Certified Laboratory for analysis. Hard copies of Certified Lab Results must be provided with this form.

I hereby certify that the information listed above is accurate to the best of my knowledge. Furthermore, unless otherwise directed by the State, I understand that quarterly compliance monitoring shall commence for the above noted contaminant after initial monitoring has been completed. This quarterly routine compliance monitoring frequency shall remain in effect for the life of the treatment plant.

3-20-13

Water System Owner/Representative (Print) Signature **Date**

EXHIBIT A-8 ADMITTED

Please mail completed form and all Field & Lab analysis to: ADEQ Drinking Water Section, Drinking Water Monitoring & Protection Unit, 1110 W. Washington St., Mail Code 5415B-2, Phoenix, AZ 85007 or send via fax to (602) 771-4634.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT
*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock

03/05/2013 14:30 (24 hr clock)
Sample date Sample time

Owner Contact Fax Number

Sample Type
☐ Compliance Monitoring
Sample Collection Point
☐ EPDS# 1

13-071 (EPDS 1) 130194
Sampling Site ID

~~Scott Baier~~ 3/12/13 Patricia Olsen
Owner / Contact Person Name
~~(928) 774-8700~~ 3/12/13 300-3291
Owner / Contact Person Phone Number

For MCL or Composite Level Exceedance
_____ Original Violation Specimen Number
Sample Type
☐ Confirmation
☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	03/11/2013 16:29	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<
To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 3030620-02

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)
* Contaminants without an MCL
DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT
*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock

02/04/2013 11:00 (24 hr clock)
Sample date Sample time

2/20/13 AF ~~Scott Bajer~~ Patricia Olsen
Owner / Contact Person Name

2/20/13 AF ~~(928) 774-6469~~
Owner / Contact Fax Number

2/20/13 AF ~~(928) 774-8700~~ 300-3291
Owner / Contact Person Phone Number

Sample Type
☒ Compliance Monitoring

Sample Collection Point
☒ EPDS# 1

13-071 (EPDS 1) 130114
Sampling Site ID

For MCL or Composite Level Exceedance
_____ Original Violation Specimen Number
Sample Type
☐ Confirmation
☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	02/18/2013 16:55	0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<
To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 3021027-01

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Ulbrank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)
* Contaminants without an MCL
DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: MRWC

12/02/2012 12:56 (24 hr clock)

Sample date Sample time

12/13/12 ~~Scott Bajer~~ Patricia Olsen

Owner / Contact Person Name

12/13/12 (928) ~~774-8469~~

Owner / Contact Fax Number

12/13/12 (928) ~~774-8700~~ 300-3291

Owner / Contact Person Phone Number

Sample Type

☒ Compliance Monitoring

Sample Collection Point

☐ EPDS#

13-071 (ATS) 121277

Sampling Site ID

For MCL or Composite Level Exceedance

Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/05/2012 19:30	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2120341-04

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT
*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: MRWC

12/01/2012 10:50 (24 hr clock)
Sample date Sample time

~~Scott Baier~~ Patricia Olson
Owner / Contact Person Name

~~(928) 774-6489~~
Owner / Contact Fax Number

~~(928) 774-8700~~ 300-3291
Owner / Contact Person Phone Number

Sample Type
☒ Compliance Monitoring

Sample Collection Point
☐ EPDS#

13-071 (ATS) 121276
Sampling Site ID

For MCL or Composite Level Exceedance
_____ Original Violation Specimen Number
Sample Type
☐ Confirmation
☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/05/2012 19:27	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<
To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2120341-03

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)
* Contaminants without an MCL
DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: MRWC

11/30/2012 10:47 (24 hr clock)

Sample date Sample time

12/12/12 ~~Scott Bajer~~ Patricia Olsen

Owner / Contact Person Name

12/12/12 ~~(928) 774-8469~~

Owner / Contact Fax Number

12/12/12 ~~(928) 774-8700~~ 928-329 1

Owner / Contact Person Phone Number

Sample Type

☒ Compliance Monitoring

Sample Collection Point

☐ EPDS# _____

13-071 (ATS) 121275

Sampling Site ID

For MCL or Composite Level Exceedance

_____ Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/05/2012 19:23	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2120341-02

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified: _____

Comments: _____

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 21N: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT
*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: MRWC

11/29/2012 10:47 (24 hr clock)
Sample date Sample time

~~Scott Bajer~~ 12/12/12 Patricia Olsen
Owner / Contact Person Name

(928) ~~774-6469~~
Owner / Contact Fax Number

(928) ~~774-6700~~ 12/12/12 320-3291
Owner / Contact Person Phone Number

Sample Type
☒ Compliance Monitoring

Sample Collection Point
☐ EPDS#

13-071 (ATS) 121274
Sampling Site ID

For MCL or Composite Level Exceedance
_____ Original Violation Specimen Number
Sample Type
☐ Confirmation
☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/05/2012 19:20	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<
To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2120341-01

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)
* Contaminants without an MCL
DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock Water Company

12/03/2012 11:14 (24 hr clock)

Sample date Sample time

~~Scott Bajer~~ 12/05/2012 Patricia Olsen

Owner / Contact Person Name

~~(928) 774-6469~~

Owner / Contact Fax Number

~~(928) 774-6700~~ 300-3291

Owner / Contact Person Phone Number

Sample Type

☒ Compliance Monitoring

Sample Collection Point

☐ EPDS#

13071 (ATS) 121291

Sampling Site ID

For MCL or Composite Level Exceedance

_____ Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/06/2012 15:09	0.0016	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2120510-01

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock

12/10/2012 11:30 (24 hr clock)

Sample date Sample time

12/26/2012

(928) ~~774-6469~~

Owner / Contact Fax Number

12/26/12 ~~Scott Bajer~~ Patricia Olsen

Owner / Contact Person Name

12/26/12 (928) ~~774-0700~~ 592-9211

Owner / Contact Person Phone Number

Sample Type

☒ Compliance Monitoring

Sample Collection Point

☐ EPDS#

13071 (ATS) 121331

Sampling Site ID

For MCL or Composite Level Exceedance

_____ Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	12/19/2012 18:09	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2121071-01

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock

12/24/2012 11:21 (24 hr clock)

Sample date Sample time

1/24/13 BF ~~Scott Bajer~~ Patricia Olsen

Owner / Contact Person Name

1/24/13 BF (928) ~~774-6469~~

Owner / Contact Fax Number

1/24/13 BF (928) ~~774-6700~~ 300-3291

Owner / Contact Person Phone Number

Sample Type

☑ Compliance Monitoring

Sample Collection Point

☒ EPDS# 1

13071 (EPDS 1, ATS) 121381

Sampling Site ID

For MCL or Composite Level Exceedance

_____ Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	01/03/2013 14:50	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2121881-02

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 2IN: Revised 8/2009

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER INORGANIC CHEMICAL ANALYSIS REPORT

*** SAMPLES TO BE TAKEN AT P.O.E. ONLY***

PWS ID#: AZ04 13-071 PWS Name: Montezuma Rimrock

12/17/2012 13:20 (24 hr clock)

Sample date Sample time

1/24/13 OK

(928) ~~774-6469~~

Owner / Contact Fax Number

1/24/13 OK ~~Scott Bajer~~ Patricia Olson

Owner / Contact Person Name

1/24/13 OK

(928) ~~774-8700~~ 300-3291

Owner / Contact Person Phone Number

Sample Type

☒ Compliance Monitoring

Sample Collection Point

☒ EPDS# 1

13071 (EPDS 1, ATS) 121380

Sampling Site ID

For MCL or Composite Level Exceedance

_____ Original Violation Specimen Number

Sample Type

☐ Confirmation

☐ Confirmation Composite

INORGANIC CHEMICAL ANALYSIS

>>>To be filled out by laboratory personnel<<<

Analysis Method	MCL	Reporting Limit	Contaminant Name	Cont. Code	Analysis Run Date	Result	Exceeds MCL	Exceeds Trigger Limit
EPA 200.8	0.01	0.0010	Arsenic	1005	01/03/2013 14:47	<0.0010	☐	

>>>>> LABORATORY INFORMATION <<<<<

To be filled out by laboratory personnel

Lab ID Number: AZ0004

SPECIMEN NUMBER 2121881-01

Name: Legend Technical Services of Arizona

Printed Name and Phone Number of Lab Contact: Barbara Frank (602)324-6100

Authorized Signature: Barbara Frank

Date Public Water System Notified:

Comments:

All units must be reported in milligrams per liter (mg/L)

* Contaminants without an MCL

DWAR 2IN: Revised 8/2009

Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

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

Henry R. Darwin
Director

April 15, 2013

Ms. Olsen:

Thank you for your request for a Drinking Water Compliance Status Report for **Montezuma Rimrock Water Company,** Public Water System **ID# 13071**. Regrettably, the Arizona Department of Environmental Quality (ADEQ), Drinking Water Section no longer prepares itemized compliance status reports unless they are associated with an open Arizona Corporation Commission (ACC) case. ADEQ can provide you with general regulatory related information as it pertains to the facility. ADEQ records reflect that the **Montezuma Rimrock Water Company,** located in Rimrock, Arizona, is currently regulated as a **Community** - public water system serving approximately **429** persons. Therefore, this public water system is bound by all applicable state and/or federal rule requirements and must serve water that meets all established drinking water standards.

Should you require more detailed system related information, ADEQ will provide the facility file(s) to ADEQ's Records Management Center for your review. To schedule a records review, please contact the Records Management Center directly at (602) 771-4380, or via email at RecordsCenter@azdeq.gov. You will need to provide the public water system name and ID number.

If this request is for an ACC related case, please provide ADEQ with the appropriate ACC contact information and we will prepare and send a compliance status report directly to them (with a copy to the facility).

Sincerely,

Donna Calderon, Manager
Drinking Water Monitoring and Protection Unit
(602) 771-4641

cc: Facility File

Lessor: NILE RIVER LEASING, L.L.C. 9526 N. 46TH ST. PHOENIX, AZ 85028 Ph. (480) 607-6800 Toll Free (888) 607-6800	Lease Number > 61001

Full Legal Name and Place of Business of Lessee	Place of incorporation or organization or, if an individual, location of principal residence.
> MONTEZUMA RIMROCK WATER COMPANY LLC > PO BOX 10 > RIMROCK, AZ 86335	> > ARIZONA

Quantity	Description, Model #, Catalog #, Serial #, or other Identification
Equipment Leased	> 1 – ARSENIC BUILDING PLANT BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10 FEET
Equipment Location if Different	>4599 E. GOLDMINE RD., RIMROCK, AZ 86335

Terms	Amount of Each Payment (plus Sales or Use Tax, if applicable)	☒ Monthly ☐ Other Specify:	Terms of Lease	No. of Payments	Advanced Payment/Security Deposit
>	> $ 342.09		>36	> 36	> $ 734.46

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the equipment and other property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed thereto (hereinafter referred to as the "Equipment").

2. ACCEPTANCE OF EQUIPMENT. *Lessee agrees to inspect the* Equipment and to execute an Acknowledgement and Acceptance of Equipment by Lessee notice, as provided by Lessor, after the Equipment has been delivered and after Lessee it satisfied that the Equipment is satisfactory in every respect. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with regard to the Equipment.

3. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by his signature below as follows: (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT; (b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction; (c) Lessee leases the Equipment "as is" and with all faults; (d) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal, family, household, or agricultural purposes; (e) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and (f) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.

4. ASSIGNMENT BY LESSEE PROHIBITED. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. COMMENCEMENT; RENTAL PAYMENTS; INTERIM RENTALS. This Lease shall commence upon the written acceptance hereof by Lessor and shall end upon the full performance and observance by Lessee of each and every term, condition and covenant set forth in this Lease, any Schedules hereto and any extensions hereof. Rental payments shall be in the amounts and frequency as set forth on the face of this Lease or any Schedules hereto. In addition to regular rentals, Lessee shall pay to Lessor interim rent for the use of the Equipment prior to the due date of the first payment. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days elapsing between the date in which the Equipment is accepted by Lessee and the commencement date of this Lease, together with the number of days elapsing between commencement of the Lease and the due date of the first payment. The payment of interim rent shall be due and payable upon Lessee's receipt of invoice from Lessor. The rental period under the Lease shall terminate following the last day of the term stated on the face hereof or in any Schedule hereto unless such Lease or Schedule has been extended or otherwise modified, Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within ninety (90) days after Lessee signs this Lease.

THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE.

LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR OR BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.

6. CHOICE OF LAW. This Lease shall not be effective until signed by Lessor at its principal office listed above, This Lease shall be considered to have been made in the State of Arizona and shall be interpreted in accordance with the laws and regulations of the State of Arizona. Lessee agrees to jurisdiction in the State of Arizona in any action, suit, arbitration or proceeding regarding this Lease. In the event of any legal action with regard to the Lease or the Equipment covered hereby, Lessee agrees that venue shall be maintained in Maricopa County, Arizona.

7. SECURITY DEPOSIT. As security for the prompt and complete payment of the amounts due under this Lease, and Lessee's complete performance of all its obligations under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the amount set forth in the section shown as "Security Deposit." In the event any default shall be made in the performance of any Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the amount of any default, Lessee shall restore said security deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

8. LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY. In the event it is necessary to amend the terms of the Lease to reflects a change in one or more of the following conditions: (a) Lessor's actual cost of providing the Equipment to Lessee, or (b) A change in rental payments, or (c) Description of the Equipment, then Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee grants to Lessor a specific power of attorney for Lessor to use as follows: (i) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment or pursuant to the Uniform Commercial Code; and (ii) Lessor may sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

9. LOCATION. The Equipment shall be kept at the location specified above, or, if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent. Notwithstanding this provision, should Lessee change the location of the Equipment without first obtaining Lessor's consent, then Lessee shall immediately provide Lessor with the new location of the Equipment.

10. USE. Lessee shall use the Equipment in a careful manner, make as necessary repairs at Lessee's expense, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

11. OWNERSHIP; PERSONALTY. The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease.

LESSEE ACKNOWLEDGEMENTS. Lessee acknowledges the following: (a) Lessee's full and accurate legal name is as provided on page one of this Lease; (b) Lessee is a corporation ( )/partnership ( )/individual ( ); (c) Lessee is (if an organization) duly organized, validly existing and in good standing under the laws of the jurisdiction set forth on page one of this Lease.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

Date: 3/22/12

LESSOR: NILE RIVER LEASING, L.L.C.

Date: 3/22/12

EXHIBIT
A-9
ADMITTED

12. SURRENDER. By this Lease, Lessee acquires no ownership rights in the Equipment, and has no option to purchase same unless said option is incorporated herein by an attached Rider. Upon the expiration or earlier termination or cancellation of this Lease, or in the event of a default under Paragraph 20 hereof, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify.

13. RENEWAL. As the expiration of the Lease, Lessee shall return the Equipment in accordance with Paragraph 12 hereof. At Lessor's option, this Lease may be continued on a month-to-month basis until 30 days after Lessee returns the Equipment to Lessor. In the event the Lease is so continued, Lessee shall pay to Lessor rentals in the same periodic amounts as is indicated under the section entitled Amount of Each Payment above.

14. LOSS AND DAMAGE. Lessee shall at all times after signing the Lease bear the entire risk loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease, in the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following: (a) Replace the same with like equipment in good repair, acceptable to Lessor; or (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss; (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item; discounted to present value at a discount rate of 6% as of the date of loss; and (iii) the Lessor's estimate as of the time the Lease was entered into of Lessor's residual interest in the Equipment, discounted to present value at a discount rate of 6%, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to receive title to the Equipment without any warranties. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. INSURANCE; LIENS; TAXES. Lessee shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to the Lessor. Lessee also shall provide and maintain comprehensive general all-risk liability insurance including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result in or happen in connection with the condition, use, or operation of the Equipment, with such limits and an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by the paragraph Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit, if Lessee fails to provide the insurance, Lessor will have the right, but no obligation, to have such insurance protecting Lessor and at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, the increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance.

Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee shall pay all charges and taxes (local, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment; excluding, however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges or taxes, Lessor shall have the right, but shall not be obligated, to pay such charges or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

16. INDEMNITY. Lessee shall indemnify Lessor against any claims, actions, damages or liabilities, including all attorney fees incurred out of or connected with the Equipment, without limitation. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industrial insurance act, with regard to indemnification of Lessor.

17. ASSIGNMENT BY LESSOR. Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of the Lease by Lessor, and shall not assert against the assignee any defense, counterclaim, or setoff that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto.

18. SERVICE CHARGES; INTEREST. If Lessee shall fail to make any payment required by the Lease within 10 days of the due date thereof, Lessee shall pay to Lessor a service charge of 10% of the amount due per month, minimum 25.00 for each month that the payment remains delinquent. In addition, Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including but not limited to long-distance telephone charges and travel expenses. Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 24% per annum.

19. TIME OF ESSENCE. Time is of the essence of the Lease, and the provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

20. DEFAULT. Lessee shall be in default if: (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; or (b) Lessee shall fail to observe, keep or perform any other provision of the Lease, and such failure shall continue for a period of 10 days; or (c) Lessee has made any misleading or false statement in connection with application for or performance of the Lease; or (d) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to the use Equipment without the prior written consent of Lessor; or (e) Lessee dies or ceases to exist; or (f) Lessee defaults on any other agreement it has with Lessor; or (g) Any guarantor of the Lease defaults on any obligation to Lessor; or any to the above listed events of default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws.

21. REMEDIES: If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and, without any court order or other process of law, may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may declare all sums due and to become due under the Lease immediately due and payable without notice or demand to Lessee; (e) Lessor may re-lease the Equipment, without notice to Lessee, to any third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser with respect to any exercise of Lessor of its right to recover and/or dispose of any Equipment or other collateral securing Lessee's obligations under this Lease, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition of such Equipment and/or other collateral; (f) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under the Lease then accrued, all accelerated future payments due under the Lease, reduced to their present value using a discount rate of 6%, as of the date of default, plus Lessor's estimate at the time the Lessee was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate of 6%, as of the date of default, less the net proceeds of disposition, if any, of the Equipment; (g) To pursue any other remedy available at law, by statute or equity.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right of remedy.

22. MULTIPLE LESSEES. Lessor may, with the consent of any one of the Lessees hereunder, modify, extend, or change any of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under the Lease.

23. EXPENSE OF ENFORCEMENT. In the event of any legal action with respect to the Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

24. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO WAIVER. This instrument constitutes the entire agreement between Lessor and Lessee. No provision of the Lease shall be modified or rescinded unless in writing signed by a representative of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute waiver as to any other instance.

25. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

CERTIFICATE OF AUTHORITY

The undersigned, being the duly elected MEMBER of the Company named in the foregoing Lease, hereby certifies that: (a) PATRICIA D. OLSEN, in his/her capacity as MANAGING MEMBER of the Company, is authorized by the Bylaws or other organizational documents of the Company, or by a resolution duly adopted or other authorization properly given by the Board of Directors, the Managers, the Managing Member(s) or the Managing Partner(s) of the Company, as applicable, in accordance with the Bylaws or other organizational documents of the Company, to negotiate execute and deliver on behalf and in the name of this Company, the Commercial Lease, (b); that such authorization has not been revoked and continues in full force and effect, (c) that the execution of such documents by such officer shall be conclusive evidence of his/her approval thereof and (d) this Lease and such other documents constitute legal and binding obligations of the Company. IN WITNESS WHEREOF, I have affixed my name as MEMBER of the Company on the date set forth below.

Printed Name	Signature	Date
>PATRICIA D. OLSEN		3/22/12

RIDER NO. 2

To and part of Lease Agreement dated as of the 22 day of March 2012 (the "Lease"), between **NILE RIVER LEASING, L.L.C.** its successors and assigns ("Lessor"), and **MONTEZUMA RIMROCK WATER COMPANY LLC** ("Lessee").

Provided that no Default or Event of Default has then occurred, Lessee shall have the option to purchase, upon the expiration of the original term of this Lease ("Termination Date"), all but not less than all of the Equipment upon the following terms and conditions: If Lessee desires to exercise this option it shall give Lessor written notice of its election to purchase at least thirty (30) days and not more than ninety (90) days before the Termination Date set forth in the Lease. On the Termination Date, Lessee shall pay to Lessor in cash any Rent due on that date plus the purchase price for the Equipment so purchased, determined as hereinafter provided. The purchase price of the Equipment shall be an amount equal to **$ 1.00** together with all taxes and charges upon sale. Lessor and Lessee agree that the purchase price represents a reasonable prediction of the Fair Market Value of the Equipment at the time the option is exercisable.

NILE RIVER LEASING, L.L.C.
Lessor

By: _____

Name: _____
Title: _____

MONTEZUMA RIMROCK WATER COMPANY LLC
Lessee

By: _____

Name: PATRICIA D. OLSEN
Title: MANAGING MEMBER

DELIVERY AND ACCEPTANCE CERTIFICATE

Re: MONTEZUMA RIMROCK WATER COMPANY LLC Lease No.: 61-001

To Lessor: NILE RIVER LEASING, L.L.C.

All of the items referred to in the above-referenced Lease have been delivered to and have been received by the undersigned. All installation or other work necessary prior to the use thereof has been completed. Said equipment has been examined and/or tested and is in good operating order and condition, and is in all respects satisfactory to the undersigned and is as represented. Said equipment has been accepted by the undersigned and complies with all terms of the Lease.

In the future, even if the equipment fails to perform as expected or represented, we will continue to honor the above-referenced Lease by continuing to make our periodic payments in the normal course of business, and we will look solely to the seller or manufacturer for the performance of all covenants and warranties. In addition, we agree to indemnify and hold harmless and defend the Lessor from such nonperformance of all the aforementioned equipment.

We acknowledge the Lessor is neither the manufacturer, distributor, or seller of all the equipment and has no control, knowledge, or familiarity with the conditioning, capacity, functioning, or other characteristics of the equipment.

NOTICE TO THE LESSEE: DO NOT SIGN THIS ACCEPTANCE UNTIL THE EQUIPMENT HAS BEEN DELIVERED, ASSEMBLED, INSTALLED AND ACCEPTED BY YOU AS SATISFACTORY IN ALL RESPECTS: PAYMENT TO THE SUPPLIER WILL NOT BE MADE UNTIL THIS NOTICE IS SIGNED AND RETURNED TO THE LESSOR.

EQUIPMENT: 1 – ARSENIC BUILDING PLANT – BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

By: _____ Title: MANAGING MEMBER Date: 5/10/2012
Patricia D. Olsen

PHONE # (928) 592-9211 CELL # (928) 300-3291

EMAIL: Patsy @ MontezumaWater.com

I hereby authorize _____, _____ (title) to verbally verify my/our acceptance of the above-referenced equipment in my absence.

PHONE # (____) _____

3824-0

LEASE AGREEMENT

For internal use only.

This document is subject to a security interest in favor of Wells Fargo Capital Finance, LLC as Collateral Agent for the Secured Parties

LEASE #: [redacted]

LESSEE

MONTEZUMA RIMROCK WATER COMPANY LLC
BILLING ADDRESS:
PO BOX 10
RIMROCK, AZ 86335
COUNTY: YAVAPAI

VENDOR/SUPPLIER

KEVLOR DESIGN GROUP, LLC
430 FITZGERALD PLACE
ATLANTA, GA 30349

EQUIPMENT DESCRIPTION (Attach separate Equipment List if needed) ☒ new ☐ used

SEE EQUIPMENT LIST

EQUIPMENT LOCATION. Complete only if Equipment will not be located at Lessee's address above.

ADDRESS: 4599 E. GOLDMINE RD., RIMROCK, AZ 86335

SCHEDULE OF LEASE PAYMENTS

Lease Term (Months)	Number of Payments	Amount of Each Lease Payment: Rental	Tax	Total Payment	x	Number Prepayment(s)	+	Administrative Fee	+	Security Deposit	=	Initial Amount Due	Option Price/ Guaranteed Purchase
60	60	$1,058.18	$77.78	$1,135.96		2		$420.00		$0.00		$2,691.92	$1.00

Payment Due Date ☐ 1st ☒ 15th

Pro rata rental is calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total. Pro rata rental is billed on your first invoice.

4/15/2012

THIS LEASE AGREEMENT ("Lease") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

THIS LEASE, WHICH CONSISTS OF 5 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

PATRICIA D. OLSEN, MEMBER AND INDIVIDUALLY

[redacted]

(Date)

LESSOR: FINANCIAL PACIFIC LEASING, LLC

By Rebecca Byl
(Signature Only)

Baking Mgr.
(Title)

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED

Lessor, hereby Leases to Lessee, and Lessee hereby hires and takes from Lessor all property described in this Lease or hereafter and made a part hereof (collectively, together with any substitutions or replacements thereto, the "Equipment").

1. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.

CONTINUED ON FOLLOWING PAGES

EXHIBIT A-10 ADMITTED

2. **LESSEE REPRESENTATIONS.** Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment or any matter by the Supplier shall in any way effect Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease. **Lessee represents that its exact legal name, state of formation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Lessor.**

3. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT SUCH SUPPLIER FOR A DESCRIPTION OF ANY SUCH RIGHTS.

4. **ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. **APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND LOCATION FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN **KING COUNTY, STATE OF WASHINGTON.** LESSEE WAIVES THE RIGHT OF JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

6. **NO WARRANTY.** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-508 through 2A-522, including, but not limited to, Lessee's right to (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) deduct from rental payments all or any part of any claimed damages resulting from Lessor's default under the Lease; (d) recover from Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require Lessor to sell, re-lease, or otherwise use or dispose of the Equipment in mitigation of Lessor's damages or that may otherwise limit or modify any of Lessor's rights or remedies hereunder.

7. **TERM.** The initial term of this Lease is set forth on the first page of this Lease. The term begins on the earlier of the following dates: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. **END OF TERM OPTIONS.** If the option exists and so long as no Event of Default exists, Lessee may, at the end of the original or any renewal term, purchase all (but not less than all) the Equipment by paying the option price set forth in the Schedule of Lease Payments plus any applicable taxes and fees. If option price is designated as a Guaranteed Purchase, Lessee shall be required to purchase the Equipment, rather than have an option to do so. If no option price is indicated, Lessor will use its reasonable judgment to determine the Equipment's fair market value. Upon payment of the Fair Market Value price and applicable taxes and fees, Lessor's interest in the Equipment shall terminate and Lessee shall accept the Equipment **"AS IS, WHERE IS"** without any representation or warranty whatsoever.

9. **LEASE PAYMENT; SECURITY DEPOSIT.** The lease payments for the Equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the Equipment Acceptance Date. Lessee shall pay Lessor said lease payments on or before the due date, at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayments then applied to the last month(s) rental(s). Any security deposit shall remain as security for performance of all the terms and conditions of this Lease. In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rental called for and fully performed all other provisions of this Lease, Lessor will return to Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

10. **LATE CHARGES AND COLLECTION CHARGES.** A late charge of 10% of the total monthly lease payment, or $10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

11. **LOCATION AND USE OF EQUIPMENT.** Lessee shall keep the equipment at the location designated in the Lease, unless Lessor, in writing, permits its removal. The Equipment shall be used solely in the conduct of Lessee's business. Lessee shall notify Lessor if equipment is used for transporting or storing product considered hazardous material. Lessee warrants that Equipment is leased for commercial or business purposes and not for consumer, personal, home or family purposes.

12. **SURRENDER OF EQUIPMENT.** At the expiration of the term of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this Lease or in the event of an option price pursuant to paragraph 8 of this Lease, Lessee at its expense shall return the Equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. WARNING: FAILURE TO RETURN THE EQUIPMENT MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY LESSOR.

13. **NOTICES.** Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, or P.O. Box 4568, Federal Way, WA 98063, or to Lessee at Lessee's address set forth above or at such other address as a party may provide in writing from time to time. Any notices required by this Lease shall be deemed to be delivered when a record properly directed to the

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intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered.

14. **LIABILITY AND INDEMNITY; LOSS AND DAMAGE.** Lessee shall indemnify and hold Lessor harmless from liability expense of every kind or nature from whatever cause, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment and from all liability on account of any claim for personal injury, death, or property damage to any person or party whatsoever, including Lessee, arising out of the manufacture, selection, operation, use, maintenance, or delivery of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value provided, however, at Lessee's option, the remaining obligation under this Lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the Equipment at the expiration of this Lease, and other amounts due under the Lease, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as expressly provided in this paragraph, total or partial destruction of any of the Equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

15. **INSURANCE.** Lessee, at its own expense, shall keep the Equipment insured for the full term of this Lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than $500,000 unless lessor specifies an increased amount due to the equipment location or use of equipment (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing the Equipment defined by Lessor as "mobile Equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverage. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee such party who may have a security interest in the Equipment. Lessee agrees that any dispute regarding insurance charges will be determined by arbitration conducted under the rules of the American Arbitration Association in Seattle, Washington.

16. **LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC.** Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the Equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessor shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Lessor deems reasonable to protect Lessor's interests. Lessee understands that, if Lessor secures insurance on the Equipment the insurance may not name Lessee as an insured and may not fully protect Lessee's interests. Lessee agrees that, if Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. **Lessee agrees that, in addition to the premium, the insurance charge Lessee is required to pay Lessor will include an interest charge, administrative and processing fees, which will result in profit to Lessor and its agents.** All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. The parties agree that any claim, dispute, or controversy regarding insurance or any fee charged by Secured Party for securing insurance or for any other action taken by Secured Party under this Agreement will, upon demand by either party, be submitted to binding arbitration conducted by the American Arbitration Association in Seattle, Washington; provided however, such agreement does not authorize class arbitration or entitle any party to bring third parties or other claims into the arbitration proceeding. This agreement to arbitrate certain claims does not limit the right of any party to commence or continue any legal action with respect to other claims arising under this Agreement.

17. **AUTHORITY TO SIGN.** If Lessee is a Limited Liability Company ("LLC"), partnership or corporation, the person signing the Lease on behalf of such LLC, partnership or corporation hereby warrants that (s)he has full authority from the LLC, partnership or corporation to sign this Lease and obligate the LLC, partnership or corporation.

18. **DEFAULT REMEDIES.**

a) An event of default shall occur if:

(1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;

(2) Lessee shall fail to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues uncured for fifteen (15) days;

(3) Lessee or any guarantor has made any misleading or false statement, or representation in connection with application for performance of this Lease;

(4) Lessee or any guarantor becomes insolvent or is the subject of a petition in bankruptcy or under any other insolvency law or law providing for relief of debtors, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment becomes subjected to a suit for the appointment of a receiver, or any action is taken for the dissolution of Lessee, if Lessee be a corporation;

(5) If the Equipment is seized or levied upon under any legal or governmental process;

(6) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Equipment or any item thereof without first obtaining Lessor's consent;

(7) Lessee or any guarantor defaults in the performance of any obligation owed to Lessor under the provisions of any other agreement with the Lessor.

b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:

(1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;

(2) Cause Lessee, at Lessee's expense, promptly to return any or all of the Equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the Equipment may be found and take possession of or remove the same, whereupon all rights of Lessee in the Equipment shall terminate absolutely; and

(i) Retain the Equipment and all lease payments made hereunder, or

(ii) Retain all prior lease payments and sell the Equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of Equipment at the expiration of the lease term, charges for retaking, storage, repairing and reselling the Equipment, reasonable attorney's fees incurred by Lessor and other amounts due under the Lease in such order as Lessor in its sole discretion shall determine. Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be

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paid to whosoever may be lawfully entitled to receive the same; or

(iii) Retain the Equipment and all prior payments, with Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for retaking and restoring Equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the Lease; or

(iv) Lease the Equipment, or any portion thereof, for such period, rental, and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the Equipment against obligations due from Lessee to Lessor hereunder, with Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by Lessor and the balance to be paid by Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this Lease and as reasonable return for the use of the Equipment and for the depreciation thereof.

(3) No remedy hereon conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor. The forbearance on the part of Lessor to exercise any right or remedy available hereunder in the event of Lessee's default, or Lessor's failure to demand punctual performance or any obligation of Lessee shall not be deemed a waiver (A) of any such right or remedy, or (B) the requirement of punctual performance, or (C) of any subsequent breach or default on the part of Lessee.

19. **ATTORNEY'S FEES AND EXPENSE.** In the event Lessor is required to retain an attorney to assist in the enforcement of its rights under this Lease, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

20. **OPERATION, MAINTENANCE AND REPAIR.** Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the Equipment. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the Equipment in proper working condition, using as a guide the maintenance program described in the owner's manual, if any, for each item of Equipment and shall perform all maintenance required to insure full validation of a manufacturer's warranty on the Equipment. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the Equipment. No Equipment shall be used contrary to its intended use, or the provisions of any insurance policy covering the Equipment.

21. **TAXES.** Lessee shall pay and discharge all sales, use, property and other taxes now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will submit written evidence of the payment at Lessor's request. Sales or use tax due on rental payments shall be due at the same time as the rental payment. For those property taxes required to be filed by Lessor, Lessor will include the Equipment as property in the possession of Lessee for purposes of tax assessments. A processing fee of the greater of $10.00 or 10% of the tax will be collected from Lessee for managing the payment of any taxes which are the responsibility of Lessee. Upon termination of the Lease, Lessee will pay Lessor personal property taxes, reasonably estimated, for every year assessed by the taxing authority but unpaid as of termination. In the event that the actual personal property tax bill is within $500 of such estimate, then Lessor shall not seek reimbursement from Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds $500, Lessor shall refund or Lessee shall remit the entire difference.

22. **LESSOR'S ASSIGNMENT.** Lessor may assign all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this Lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the Equipment may be subject to a security interest which is prior to Lessee's interest in the Equipment.

23. **TITLE; LESSEE'S INTEREST; GRANT OF SECURITY INTEREST.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment is, and shall at all time be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property. Lessee shall keep the equipment free of any liens, claims or encumbrances other than those in favor of Lessor. Lessee shall obtain the necessary permission from the owner of any real property where the Equipment is to be affixed to the realty or be deemed a fixture in order that the Equipment shall at all times be severable and removable there from by Lessor, free of any right, title, claim or interest of the property owner and of Lessee except as herein provided. In addition to all of the other rights of Lessor under this Lease, Lessee grants to Lessor a security interest in and to the Leased Property and all proceeds thereof (including insurance proceeds) as security for performance of all of Lessee's obligations to Lessor of every kind and nature, now existing or hereafter arising, including, but not limited to, Lessee's obligations under this Lease and under any other agreement with Lessor.

24. **LIMITED PREARRANGED AMENDMENTS; AUTHORIZATION; SPECIFIC POWER OF ATTORNEY:** In the event it is necessary to amend this Lease to correct an obvious error or to reflect a change in one or more of the following: (a) Lessor's actual cost of procuring the Equipment, or (b) Lessor's actual cost of providing the equipment to Lessee, or (c) a change in rental payments as a result of (a) or (b) above or (d) description of the Equipment, Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee further grants to Lessor a specific power of attorney for Lessor to sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

25. **FINANCIAL STATEMENTS; CREDIT REPORTS.** Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee. Lessee authorizes Lessor, its successors, assigns and prospective assigns, to obtain a personal credit profile on Lessee or any guarantor from any credit reporting company.

26. ***MISCELLANEOUS.*** Lessee will not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereto to indicate Lessor's ownership. Lessor and Lessee agree that facsimile signatures on any document pertaining to this lease agreement shall be accepted by Lessor, Lessee and all guarantors as binding and enforceable and to have the same force and effect as original signatures. Lessee authorizes Lessor to communicate with Lessee through electronic means. All Lessee email addresses provided to Lessor will be confidential, and will not be shared, sold or spammed. Delinquent lease installments and other sums due under this Lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. If there is more than one Lessee, Lessor may, with the consent of any one of the Lessees, modify, extend, or change any one of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Lease.

CONTINUED ON FOLLOWING PAGES

GUARANTEE

To induce Lessor to enter into a Lease with or otherwise extend financial accommodations to MONTEZUMA RIMROCK WATER COMPANY LLC ("Lessee"), the undersigned Guarantor unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor. Lessor shall not be required to proceed against the Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned waives notice of acceptance hereof and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors or any collateral therefore without notice and without in any way releasing the undersigned from his or her obligations hereunder. Guarantor waives any right to require Lessor to apply payments in a certain manner and acknowledges that Lessor may apply payments received in the fashion most advantageous to Lessor. Furthermore, Guarantor waives any and all claims against Lessee, by subrogation or otherwise, until such time as Lessee's obligations to Lessor are fully and finally satisfied. This is a continuing guarantee and shall not be discharged, impaired or affected by death of the undersigned or the existence or nonexistence of Lessee as a legal entity. This continuing Guarantee shall bind the heirs, administrators, representatives, successors, and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor.

The provisions of the Guarantee shall extend to and apply to all the obligations of Lessee to Lessor, now existing or hereafter made, incurred or created, however arising, and whether set forth in separate agreements, schedules, applications, orders or collateral documents. The execution of this Lease Guarantee shall not extinguish, release or waive any existing obligations, promises, or guarantees of Guarantor for the benefit of Lessor. The undersigned agrees to pay a reasonable attorney's fee, and all other costs and expenses incurred by Lessor or its successors or assigns in the enforcement of the Guarantee, whether or not a lawsuit is started.

The undersigned personal guarantor consents to Financial Pacific Leasing, LLC obtaining a consumer credit report on the undersigned from time to time in the credit evaluation and review process.

Law Which Applies, THIS AGREEMENT IS GOVERNED BY WASHINGTON LAW. EACH GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THIS GUARANTEE AND AGREES THAT ALL LAWSUITS COMMENCED BY A GUARANTOR AGAINST LESSOR MUST BE FILED IN SUCH COURTS. AT LESSOR'S SOLE OPTION, VENUE (LOCATION) FOR ANY PROCEEDING SHALL LIE IN KING COUNTY, STATE OF WASHINGTON. EACH GUARANTOR WAIVES THE RIGHT TO A JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING PROPER JURISDICTION.

This Guarantee and each of its provisions may be waived or modified only by record signed by Lessor. Lessor's waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder. If any provision of this Guarantee shall be determined to be unenforceable, then such provision shall be severed from this Guarantee without affecting any other provision of the Guarantee which shall remain fully enforceable.

PATRICIA D. OLSEN (No Title)	x GREGORY OLSEN (No Title)
[redacted] Social Security # [redacted]	[redacted] Social Security # [redacted]
Home Phone # 928-300-3291	Home Phone # 928-607-2244
x (No Title)	x (No Title)
Date Social Security #	Date Social Security #
Home Phone #	Home Phone #

DELIVERY AND ACCEPTANCE AUTHORIZATION

Lessee's signature authorizes Lessor to verify by phone with a representative of Lessee the date the Equipment was accepted by the Lessee; the Equipment description, including the serial numbers; the schedule of lease payments; that all necessary installation has been completed; that the Equipment has been examined by Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that Equipment is accepted by Lessee for all purposes under the Lease. This information will be recorded on an Inspection/Verification Certificate, a copy of which will be forwarded to Lessee upon completion by Lessor. Lessee hereby authorizes Lessor to either insert or correct the Lessor and/or Vendor name(s), Equipment description, Equipment location and schedule of Lease payments. Lessee hereby authorizes Lessor to make payment to the Vendor upon completion of the Inspection/Verification Certificate.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

PATRICIA D. OLSEN MEMBER AND INDIVIDUALLY [redacted]

BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:	)	**CONSENT ORDER**
Montezuma Rimrock Water Company, LLC located at P. O. Box 10, Rimrock, Yavapai County, Arizona 86335	)	
Public Water System Number 13-071	)	**Docket No.** ~~DW-36-10~~

RECEIVED D. MEIDENGER
JUN 28 2010
ACTION _____

To: Montezuma Rimrock Water Company, LLC (MRWC), an Arizona Limited Liability Company, in its capacity as owner and/or operator of MRWC located at P. O. Box 10, Rimrock, Yavapai County, Arizona 86335.

RECITALS

MRWC acknowledges that no promise of any kind or nature whatsoever was made to induce it to enter into this Consent Order, and MRWC has done so voluntarily.

MRWC acknowledges that by entering into this Consent Order, it does not resolve any liability it may have for civil penalties for violations of any State or Federal environmental law.

By entering into this Consent Order, MRWC does not admit to any civil or criminal liability, or waive any right including but not limited to the assertion of any defense available to MRWC under applicable law. Further, MRWC does not admit, and both the Arizona Department of Environmental Quality (ADEQ) and MRWC retain the right to controvert in any subsequent proceeding except proceeding to implement or enforce this Consent Order, the validity of any Findings of Fact or Conclusions of Law contained in this Consent Order.

The undersigned representative of MRWC certifies that she is fully authorized to execute this Consent Order on behalf of MRWC and to legally bind MRWC to this Consent Order.

MRWC admits to the jurisdiction of the Director of ADEQ.

EXHIBIT
Hearing Co.
A-11
ADMITTED

Except as to the right to controvert the validity of any Findings of Fact or Conclusion of Law contained in this Consent Order in a proceeding other than to enforce this Consent Order, MRWC consents to the terms and entry of this Consent Order and agrees not to contest the validity or terms of this Consent Order in any subsequent proceeding.

THEREFORE, IT IS HEREBY ORDERED as follows:

I. JURISDICTION

The Director of ADEQ has jurisdiction over the subject matter of this action and is authorized to issue this Consent Order pursuant to the Arizona Revised Statutes (A.R.S.) §§ 49-354 and 41-1092.07(F)(5).

II. FINDINGS

THE DIRECTOR HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Findings of Fact

1. MRWC owns and/or operates MRWC, LLC, located P. O. Box 10, Rimrock, Yavapai County, Arizona 86335.

2. MRWC is a community water system serving a population of approximately 429 with 209 water connections, two (2) Entry Points to the Distribution System (EPDS), two (2) treatment plants and a distribution system. ADEQ has assigned this water system Public Water System (PWS) #13-071.

3. Analytical results submitted by MRWC to ADEQ for PWS #13-071 from a sample taken at EPDS #001 on November 12, 2009 indicates an arsenic level of 0.033 mg/l, and a sample taken on September 7, 2009 indicates an arsenic level of 0.036 mg/l; a sample taken at EPDS #003 taken on November 12, 2009 indicates an arsenic level of 0.029 mg/l, and a sample taken on September 7, 2009 indicates an arsenic level of 0.033 mg/l.

Initials PO

4. On February 11, 2010 MRWC submitted an application for an Approval to Construct (ATC) for an arsenic treatment system.

5. On February 25, 2010 ADEQ issued a Compliance Order DW-14-10 requiring MRWC to meet certain requirements to implement arsenic treatment and provide an alternate source of drinking water to the customers of MRWC in the interim. On March 24, 2010 MRWC appealed Compliance Order DW-14-10, and the case is set for hearing before the Office of Administrative Hearings (OAH) on May 24, 2010. ADEQ and MRWC desire to resolve the issues on appeal without a hearing, and submit this Consent Order as a final resolution to MRWC's appeal of Compliance Order DW-14-10.

B. Conclusions of Law

1. MRWC is a public water system as defined in A.R.S. § 49-352(B) and 40 C.F.R. § 141.2 (incorporated by reference at A.A.C. R18-4-103).

2. MRWC is a community water system as defined in 40 C.F.R. § 141.2 (incorporated by reference at A.A.C. R18-4-103).

3. MRWC, as owner and operator of Montezuma Rimrock Water Co., LLC, is a supplier of water as defined in 40 C.F.R. § 142.2 (incorporated by reference as A.A.C. R18-4-103).

4. The Maximum Contaminant Level (MCL) as defined in 40 CFR § 141.2 (incorporated by reference as A.A.C. R18-4-103) means the maximum permissible level of a contaminant in water which is delivered to any user of a public water system. The MCL for arsenic is 0.010 mg/l as established in 40 CFR § 141.62(b)(16) (incorporated by reference as A.A.C. R18-4-109).

5. The distribution of water in excess of the MCL for arsenic is a violation of 40 C.F.R. § 141.62(b) (incorporated by reference as A.A.C. R18-4-109).

6. This Consent Order supersedes and replaces the terms of Compliance Order DW-14-10 dated February 25, 2010, and MRWC agrees to withdraw its administrative appeal of the same as a condition of this Consent Order, and ADEQ withdrawal of the Compliance Order DW-14-10.

Initials PO

III. COMPLIANCE SCHEDULE

THE DIRECTOR HEREBY ORDERS and MRWC agrees to comply with the provisions of this Consent Order as follows:

A. Within ten (10) calendar days of the effective date of this Order, MRWC shall issue a public notice to customers of PWS #13-071 as required by 40 C.F.R. § 141.203(b) (incorporated by reference at A.A.C. R18-4-119). MRWC shall issued repeat notices on a quarterly basis as required by 40 C.F.R. § 203(b)(2) (incorporated by reference at A.A.C. R18-4-119), and submit each repeat notice to ADEQ within ten (10) calendar days after the notice is issued.

B. Within one-hundred-eighty (180) calendar days after receiving funding from the Water Infrastructure Finance Authority (WIFA), MRWC shall complete construction of the approved arsenic treatment system and submit an administratively complete application for an Approval of Construction (AOC) for installation of an arsenic treatment system.

C. Not withstanding the disposition of the funding request to WIFA, within one year from the effective date of this Order, MRWC shall complete construction of the approved arsenic treatment system and submit an administratively complete application for an Approval of Construction (AOC) for the treatment system described in Section III(B) of this Order.

D. Within twenty-one (21) calendar days of the effective date of this Order, MRWC shall submit to ADEQ a written plan to provide an alternative source of drinking water to the customers of MRWC prior to the implementation of a treatment system using best available technology (BAT) to avoid an unreasonable risk to public health. The plan shall include identification of: the source, quality and sampling of the alternate water; the proposed availability, location and rules governing use; and public information dissemination related thereto.

E. Within ten (10) calendar days of ADEQ's approval of MRWC's plan described in Section III (D) of this Order, MRWC shall implement the approved plan until such time as ADEQ issues the AOC, and initial sample results compliant with the arsenic standard are provided.

Initials PO

F. Within five (5) calendar days after the treatment system in Section III(C) is installed, MRWC will collect an initial sample, and then continue to conduct quarterly monitoring for arsenic, and submit results to ADEQ within five (5) days of receiving results, pursuant to this Order until the arsenic sample results demonstrate that the running annual average is below 0.010 mg/l, in accordance with 40 C.F.R. § 141.23(i)(1) (incorporated by reference at A.A.C. R18-4-105).

IV. STATUS REPORTS

A. MRWC agrees to submit a written status report to ADEQ every sixty (60) calendar days beginning thirty (30) days from the effective date of this Consent Order, until termination of this Consent Order. Each written status report shall describe what measures have been taken under Section III, of this Consent Order, and shall certify when compliance with the requirements of Section III of this Order has been achieved. Each report shall be accompanied by evidence of compliance including, as appropriate, submittal of documents, photographs or copies of any other supporting information that MRWC deems necessary.

B. ADEQ will review the status reports and relay any disputes in writing to MRWC. MRWC shall incorporate all required modifications, changes or other alterations, as requested by ADEQ, within sixty (60) calendar days, or such time specified by ADEQ.

V. VIOLATIONS OF ORDER/STIPULATED PENALTIES

A. ADEQ and MRWC agree that if MRWC violates the terms of this Consent Order and exceeds the MCL, or other arsenic related rules, ADEQ in its sole discretion, but subject to A.R.S. § 49-354, will have the option of either collecting stipulated civil administrative penalties pursuant to this Section, or pursuing civil penalties.

B. Notwithstanding the foregoing, MRWC shall be entitled to exercise the right to respond to any claimed violation by ADEQ and provide evidence to ADEQ that it is in compliance and that said violation does not exist. If ADEQ determines after reviewing such evidence that there is no violation of applicable laws, no stipulated administrative penalties shall be collected.

Initials PO.

C. If ADEQ elects to collect stipulated administrative penalties, MRWC agrees to pay a penalty of $100.00 per day per violation, up to $1,000.00 per violation. — same as civil penalty under 49-354 (c)

D. Except as otherwise provided herein, stipulated penalties shall begin to accrue on the day that performance is due or that a violation of this Consent Order occurs and shall continue to accrue until correction of the act of noncompliance is completed. Neither issuance by ADEQ nor receipt by MRWC of a Notice of Violation of the terms and conditions of this Consent Order are conditions precedent to the accrual of stipulated penalties.

E. The payment of stipulated penalties shall not relieve MRWC from compliance with the terms and conditions of this Consent Order or Federal or State laws, nor limit the authority of the State to require compliance with the Consent Order or State law.

VI. COMPLIANCE WITH OTHER LAWS

A. This Consent Order does not encompass issues regarding releases, contamination, sources, operations, facilities or a process not expressly covered by the terms of this Consent Order, and is without prejudice to the rights of the State of Arizona or MRWC, arising under any federal or Arizona environmental statutes and rules with regard to such issues.

B. Nothing in this Consent Order shall constitute a permit of any kind, or a modification of any permit of any kind, or an agreement to issue a permit of any kind under federal, state or local law, or relieve MRWC in any manner of its obligation to apply for, obtain, and comply with all applicable permits. Nothing in this Consent Order shall in any way alter, modify or revoke federal, state, or local law, or relieve MRWC in any manner of its obligation to comply with such laws. Compliance with the terms of this Consent Order shall not be a defense to any action to enforce any such permits or laws.

VII. FORCE MAJEURE

A. MRWC shall perform all the requirements of this Consent Order according to the time limits set forth herein, unless performance is prevented or delayed by events which constitute a *force majeure*. *Force majeure*, for the purposes of this Consent Order, is defined as any event, arising from

Initials PO

causes beyond the control of MRWC or its authorized representatives which delays or prevents the performance of any obligation under this Consent Order and which could not have been overcome or prevented by MRWC. The financial inability of MRWC to comply with the terms of this Consent Order shall not constitute a *force majeure*.

B. In the event of a *force majeure*, the time for performance of the activity affected by the *force majeure* shall be determined by ADEQ and extended for a period no longer than the delay caused by the *force majeure*. The time for performance of any activity dependent on the delayed activity shall be similarly extended. In the event of a *force majeure*, MRWC shall notify ADEQ in writing within five (5) calendar days after MRWC or its agents become aware of the occurrence. The written notice provided to ADEQ shall describe in detail the event, the anticipated delay, the measures taken and to be taken by MRWC to prevent or minimize delay, and a proposed timetable under which those measures will be implemented. MRWC shall take all reasonable measures to prevent or minimize any delay caused by the *force majeure*. Failure of MRWC to comply with any requirements of this paragraph for a particular event shall preclude MRWC from asserting any claim of *force majeure* for that event.

VIII. SITE ACCESS

ADEQ may at any time, upon presentation of credentials to authorized personnel on duty, enter upon the premises at the Facility for the purpose of observing and monitoring compliance with the provisions of this Consent Order. This right of entry shall be in addition to, and not in limitation of or substitution for, ADEQ's rights under applicable law.

IX. CORRESPONDENCE

All documents, materials, plans, notices, or other items submitted as a result of this Consent Order shall be transmitted to the addresses specified below:

To ADEQ:

Arizona Department of Environmental Quality
Water Quality Division
Attention: Vivian Burns, Case Manager
1110 West Washington Street, Mail Code 5415B-1

Initials PO

Phoenix, Arizona 85007-2935
Telephone: (602) 771-4608
Email: burns.vivian@azdeq.gov

To MRWC :

Patricia D. Olsen, Manager
Montezuma Rimrock Water Co, LLC
P. O. Box 10
Rimrock, Arizona 86335

Submissions to ADEQ as a result of this Consent Order shall be deemed submitted upon receipt.

X. RESERVATION OF RIGHTS

A. This Consent Order is based solely upon currently available information. If additional information is discovered, which indicates that the actions taken under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal or state laws, ADEQ shall have the right to require further action.

B. ADEQ shall have the right: to pursue civil penalties for violations of any and all violations of A.R.S. Title 49, or the rules promulgated thereunder, occurring before entry of this Consent Order; to disapprove of work performed by MRWC that fails to comply with this Consent Order; to take enforcement action for any and all violations of this Consent Order; and to take enforcement action for any and all violations of A.R.S. Title 49, or the rules promulgated thereunder, occurring after the entry of this Consent Order.

XI. SEVERABILITY

The provisions of this Consent Order are severable. If any provision of this Consent Order is declared by a court of law to be invalid or unenforceable, all other provisions of this Consent Order shall remain in full force and effect.

XII. MODIFICATIONS

Any modifications of this Consent Order shall be in writing and must be approved by both MRWC and ADEQ.

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XIII. EFFECTIVE DATE

The effective date of this Consent Order shall be the date this Consent Order is signed by ADEQ and MRWC. If such signatures occur on different dates, the later date shall be the effective date of this Consent Order.

XIV. PARTIES BOUND

No change in ownership, corporate status, or partnership status relating to the subject of this Consent Order will in any way alter the responsibilities of MRWC under this Consent Order. MRWC will be responsible, and will remain responsible, for carrying out all activities required under this Consent Order.

XV. TERMINATION

The provisions of this Consent Order shall be deemed satisfied and this Consent Order shall be terminated upon receipt of written notification from ADEQ that MRWC has demonstrated, to the satisfaction of ADEQ, that all of the terms of this Consent Order have been completed. Any denial of a request for termination from MRWC will be in writing and describe which terms of the Consent Order have not been completed to the satisfaction of ADEQ. ADEQ reserves the right to terminate this Consent Order unilaterally at any time for any reason. Any termination will include a written explanation of the reason(s) for termination.

ISSUED this 7th day of June, 20 10.

Michael A. Fulton, Director
Water Quality Division
Arizona Department of Environmental Quality

Initials PO

CONSENT TO ORDER

The undersigned, on behalf of MRWC, hereby acknowledges that she has read the foregoing Consent Order in its entirety, agrees with the statements made therein, consents to its entry and issuance by the Arizona Department of Environmental Quality, agrees that MRWC will abide by the same and waive any right to appeal therefrom.

DATED this 27 day of May, 2010.

MONTEZUMA RIMROCK WATER COMPANY, LLC

By: _____
Patricia D. Olsen, Manager

ORIGINAL of the foregoing Consent Order was sent certified mail, return receipt requested, this 9th day of June, 20 10, to:

Patricia D. Olsen, Manager
Montezuma Rimrock Water Co, LLC
P. O. Box 10
Rimrock, Arizona 86335

COPY of the foregoing Consent Order was filed this 9th day of June, 2010, with:

Arizona Department of Environmental Quality
Office of Administrative Counsel
Attention: Brett Parke, Administrative Counsel
1110 West Washington Street
Phoenix, Arizona 85007-2935

COPIES of the foregoing Consent Order were sent by regular/interdepartmental mail, this 9th day of June, 20 10, to the following:

Dawn Meidinger, Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, AZ 85012-2913

Marcia Colquitt, ADEQ Unit Manager Water Quality Enforcement Unit
Vivian Burns, ADEQ Case Manager Water Quality Enforcement Unit
Vivian Adams, ADEQ Drinking Water Section
Sybil Smith, ADEQ Manager Field Services, ADEQ Northern Regional Office
Mark Horlings, Assistant Attorney General

Yavapai County Community Health Services
Robert Resendes, Director
1090 Commerce Drive
Prescott, AZ 86305

Steve Olea
Utilities Division
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007-2996

Patrick Chan EES-WTR-6
USEPA Region IX
75 Hawthorne Street
San Francisco, California 941

BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of: Montezuma Rimrock Water Company, LLC located at P. O. Box 10, Rimrock, Yavapai County, Arizona 86335 Public Water System Number 13-071	**AMENDMENT # 1 TO CONSENT ORDER** **Docket No. DW-36-10**

To: Montezuma Rimrock Water Company, LLC (MRWC), an Arizona Limited Liability Company, in its capacity as owner and/or operator of MRWC located at P. O. Box 10, Rimrock, Yavapai County, Arizona 86335.

FACTS

In a letter dated March 24, 2011, Montezuma Rimrock Water Company, LLC requested an extension of time to complete the installation of the arsenic treatment system as approved by ADEQ's issuance of the Approval to Construct (ATC) on June 11, 2010. This request was based on circumstances outlined in the March 24, 2011 letter and efforts made by Montezuma Rimrock Water Company to comply with the Consent Order.

The Director of the Arizona Department of Environmental Quality ("ADEQ") and Montezuma Rimrock Water Company, LLC agree to amend Consent Order DW-36-10 as follows:

Section III (C) of the Compliance Schedule is amended to:

Not withstanding the disposition of funding, MRWC shall complete construction of the approved arsenic treatment system and submit an administratively complete application for an Approval of Construction (AOC) for the treatment system described in Section III (B) no later than April 7, 2012.

July 6

early Aug. 2012 – initial submittal

Initials P.O.

April 7 – July 6 – 90 days
April 7 – today – 215 days

EXHIBIT 4-12 ADMITTED

The effective date of the Compliance Schedule shall be the date Amendment #1 to Consent Order DW-36-10 is signed by ADEQ and Montezuma Rimrock Water Company, LLC. If such signatures occur on different dates, the later date shall be the effective date of the Compliance Schedule.

EXECUTED this 2nd day of June, 2011.

Michael A. Fulton, Director
Water Quality Division
Arizona Department of Environmental Quality

The undersigned, on behalf of MRWC, hereby acknowledges that she has read the foregoing Amendment #1 to Consent Order DW- 36-10 in its entirety, agrees with the statements made therein, consents to its entry and issuance by the Arizona Department of Environmental Quality, agrees that MRWC will abide by the same and waive any right to appeal therefrom.

DATED this 2 day of June, 2011.

MONTEZUMA RIMROCK WATER COMPANY, LLC

Patricia D. Olsen, Manager

Initials PO

ORIGINAL of the foregoing Consent Order was sent certified mail, return receipt requested, this 2nd day of June, 2011, to:

Patricia D. Olsen, Manager
Montezuma Rimrock Water Co, LLC
P. O. Box 10
Rimrock, Arizona 86335

COPY of the foregoing Consent Order was filed this 2nd day of June, 2011, with:

Arizona Department of Environmental Quality
Office of Administrative Counsel
Attention: Hearing Administrator
1110 West Washington Street
Phoenix, Arizona 85007-2935

COPIES of the foregoing Consent Order were sent by regular/interdepartmental mail, this 2nd day of June, 2011, to the following:

Douglas C. Fitzpatrick, Attorney
49 Bell Rock Plaza - Suite A
Sedona, Arizona 86351

Marcia Colquitt, ADEQ Unit Manager Water Quality Enforcement Unit
Vivian Burns, ADEQ Case Manager Water Quality Enforcement Unit
Vivian Adams, ADEQ Drinking Water Section

Yavapai County Community Health Services
Robert Resendes, Director
1090 Commerce Drive
Prescott, AZ 86305

Steve Olea
Utilities Division
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007-2996

Patrick Chan EES-WTR-6
USEPA Region IX
75 Hawthorne Street
San Francisco, California 941

Janice K. Brewer
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

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

Henry R. Darwin
Director

APPROVAL OF CONSTRUCTION PARTIAL APPROVAL

Project Description: Montezuma Rimrock Water Company-Arsenic Treatment Facility. **PARTIAL AOC PERMIT** for 1-150 gpm Arsenic Treatment System utilizing Bayoxide Granular Ferric E33 Absorption Media & approximately 2,550 LF of 4-inch Class 200 C-900 PVC Waterlines and Related Fittings. To serve Montezuma Rimrock Water Company Customers. ***NO BYPASSING/BLENDING of RAW WATER.***
This PARTIAL AOC PERMIT is not applicable for the 30,000 gallon Water Storage Tank per ATC Permit. Owner has until 6/11/2013 to install 30,000 gallon Water Storage Tank or a new ATC Application will be required.

Location: Rimrock, AZ

Project Owner: Montezuma Rimrock Water Company , c/o Ms. Patricia Olsen
Address: P.O. Box 10, Rimrock, AZ 86335

The Arizona Department of Environmental Quality (ADEQ) hereby issues a **PARTIAL** Approval of Construction for the above-described facility based on the following provisions of Arizona Administrative Code (A.A.C.) R18-5-507 et seq.

On June 11, 2010, ADEQ issued a Certificate of Approval to Construct for the referenced project.

On October 29, 2012 Justin O. Ramsey, P.E., certified the following:

- A **PARTIAL** final construction inspection was conducted on July 17, 2012;
- The referenced project was constructed according to the as-built plans and specifications and ADEQ's Certificate of Approval to Construct;
- Water system pressure and leakage tests were conducted on May 16, 2012, and the results were within the allowable leakage rates; and
- The applicant has the right to appeal this AOC Permit. Appeal information is on reverse side of this Permit.

Microbiological samples were collected on June 5, 2012 & October 16, 2012 and analyzed on June 7, 2012 & October 17, 2012 by Nortest Analytical, ADHS License No. AZ0420. The sample results were negative for total coliform.

This Approval of Construction authorizes the owner to begin operating the above-described facilities as represented in the approved plan on file with the ADEQ. Be advised that A.A.C. R18-5-124 requires the owner of a public water system to maintain and operate all water production, treatment and distribution facilities in accordance with ADEQ Safe Drinking Water Rules.

FMS

PWS No.: 13-071
LTF No.: 56538

Janak K. Desai, P.E., Manager — Date Approved 11/21/2012
Drinking Water Facilities Review Unit, Drinking Water Section

c: TEU File No.: 20100036
CRO Approval of Construction File
Yavapai County Health Department
Yavapai County Planning & Zoning Department
AZ Corporation Commission
Engineer

EXHIBIT A-13 IDENTIFIED

RIGHT TO APPEAL INFORMATION

The Arizona Department of Environmental Quality's review of this application was subject to the requirements of the licensing time frames ("LTF") statute under Arizona Revised Statutes ("A.R.S.") § 41-1072 through § 41-1079 and the LTF rules under Arizona Administrative Code ("A.A.C.") R18-1-501 through R18-1-525. This Notice is being issued within the overall time frame for your application.

ADEQ hereby approves your application for Approval of Construction Drinking Water Facilities under A.R.S. § 49-351. Your copy of the Approval of Construction Permit is on the reverse side of this Right to Appeal Information sheet.

This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written Request for Hearing or Notice of Appeal within **30 days** of your receipt of this Notice. A Request for Hearing or Notice of Appeal is filed when it is received by ADEQ's Hearing Administrator as follows:

Office of Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007

The Request for Hearing or Notice of Appeal shall identify the party, the party's address, the agency and the action being appealed and shall contain a concise statement of the reasons for the appeal. Upon proper filing of a Request for Hearing or Notice of Appeal, ADEQ will serve a Notice of Hearing on all parties to the appeal. If you file a timely Request for Hearing or Notice of Appeal you have a right to request an informal settlement conference with ADEQ under A.R.S. § 41-1092.06. This request must be made in writing no later than **20 days** before a scheduled hearing and must be filed with the Hearing Administrator at the above address.

Please contact Frank M. Smaila at (602) 771-4237 or fms@azdeq.gov if you have questions regarding this Notice or the Certificate of Approved of Construction.

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

11/21/2012

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 11/20/2012 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,135.96 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301435811.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

EXHIBIT
A-15
ADMITTED

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

12/20/2012

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 12/19/2012 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,249.55 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301442187.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

01/22/2013

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 01/21/2013 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,135.96 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301448954.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

02/20/2013

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 02/19/2013 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,135.96 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301455502.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

03/21/2013

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 03/20/2013 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,135.96 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301462840.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

Financial Pacific Leasing, LLC
3455 S 344th Way, Suite 300
Federal Way, WA 98001

04/22/2013

Subject: PAYMENT AUTHORIZATION NOTICE

Dear: Patricia Olsen

Thank you for your recent payment. Based on our conversation with you or your use of Fastpay on 04/22/2013 we charged your bank card ending in xxxxxxxxxxxx0356 for $1,249.55 and applied it to your contract number 001-0796680-001. Please contact our Customer Service Department at 800-447-7107 with any questions and reference authoriztion number 6301469891.

For your convenience, you can also make your payment on line at fastpay.finpac.com 24 hours a day, 7 days a week.

Best Regards,

Your Financial Pacific Team
(Please Keep for your records)

Odyssey Equipment Financing
9526 n 46th st
Phoenix, AZ 85028
4806076800

Date: 6/10/2013 Time: 4:57 PM MDT

Trans Type:	Sale
Customer ID:	
Transaction #:	112069928
Name:	PATRICIA OLSEN
Account:	**********0356
Exp Date:	****
Card Type:	VISA
Street:	PO BOX 10
Zip:	86335
Entry:	Manual
Invoice #:	13610NR
PO #:	13610NR
AuthCode:	229096
Result:	APPROVED
Message:	AUTH/TKT 229096

Description _____

Total Amt: $367.23

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher)

Signature X_____

Merchant Copy

EXHIBIT
A-16
ADMITTED

Odyssey Equipment Financing
9526 n 46th st
Phoenix, AZ 85028
4806076800

Date: 5/28/2013 Time: 5:09 PM MDT

Trans Type:	Sale
Customer ID:	
Transaction #:	110287375
Name:	PATRICIA OLSEN
Account:	**********0356
Exp Date:	****
Card Type:	VISA
Street:	PO BOX 10
Zip:	86335
Entry:	Manual
Invoice #:	130528NR
PO #:	130528NR
AuthCode:	744203
Result:	APPROVED
Message:	AUTH/TKT 744203

Description _____

Total Amt: $367.23

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher)

Signature X_____

Merchant Copy

Odyssey Equipment Financing
9526 n 46th st
Phoenix, AZ 85028
4806076800

Date: 4/29/2013 Time: 1:01 PM MDT

Trans Type:	Sale
Customer ID:	
Transaction #:	106398971
Name:	PATRICIA OLSEN
Account:	**********0356
Exp Date:	****
Card Type:	VISA
Street:	PO BOX 10
Zip:	86335
Entry:	Manual
Invoice #:	130429NR
PO #:	130429NR
AuthCode:	301770
Result:	APPROVED
Message:	AUTH/TKT 301770

Description _____

Total Amt: $367.23

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher)

Signature X_____

Merchant Copy

Odyssey Equipment Financing
9526 n 46th st
Phoenix, AZ 85028
4806076800

Date: 2/28/2013 Time: 12:07 PM MST

Trans Type:	Sale
Customer ID:	
Transaction #:	98734110
Name:	patricia olsen
Account:	**********0356
Exp Date:	****
Card Type:	VISA
Street:	po box 10
Zip:	86335
Entry:	Manual
Invoice #:	01
PO #:	01
AuthCode:	044059
Result:	APPROVED
Message:	AUTH/TKT 044059

Description _____

Total Amt: **$342.09**

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher)

BJ to AZ Jill
Cr. ~~[illegible]~~ Montezuma
Ri miracle
(forgot tx)

Signature X_____

Merchant Copy

Odyssey Equipment Financing
9526 n 46th st
Phoenix, AZ 85028
4806076800

Date: 12/14/2012 Time: 3:14 PM MST

Trans Type:	Sale
Customer ID:	
Transaction #:	89927129
Name:	PATRICIA OLSEN
Account:	**********0356
Exp Date:	****
Card Type:	VISA
Street:	PO BOX 10
Zip:	86335
Entry:	Manual
Invoice #:	121214NR
PO #:	121214NR
AuthCode:	874901
Result:	APPROVED
Message:	AUTH/TKT 874901

Description _____

Total Amt: $367.23

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher)

Signature X_____

Merchant Copy

YAVAPAI COUNTY

Development Services
Prescott - (928) 771-3214 Fax: (928) 771-3432
Cottonwood - (928) 639-8151 Fax: (928) 639-8153

Flood Control District
Prescott - (928) 771-3197 Fax: (928) 771-3427
Cottonwood - (928) 639-8151 Fax: (928) 639-8118

500 S. Marina Street, Prescott, AZ 86303 and 10 S. 6th Street, Cottonwood, AZ 86326

Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control District – Land Use – Planning & Design Review

March 16, 2010

Ms. Patricia Olsen
Montezuma Rimrock Water Company, LLC
PO Box 10
Rimrock, AZ 86335

Dear Ms. Olsen:

I am writing this letter to inform you of the outcome of the Board of Supervisors meeting regarding the following hearing application.

BOARD HEARING AGENDA ITEM

Use Permit; APN: 405-25-517; HA# H9139

Applicant: **Montezuma Rimrock Water Co., LLC**
Agent: **Patricia Olsen**
Project: **Well #4**
Request: Consideration of a Use Permit to allow the placement of a well site to serve the Montezuma Rimrock Water Company system on site on an approximate legal non-conforming .22 acre (9,999 sq. ft.) lot in a R1L-10 (Residential; Single Family Limited; 10,000 minimum) zoning district. Located on Lot 500 in Lake Montezuma Estates Unit 2 on the west side of Tiemann Lane approximately 180 feet northwest of Bentley Drive in the Community of Beaver Creek. S36 T15N R5E G&SRB&M

P&Z RECOMMENDATIONS: On January 20, 2010, the Planning and Zoning Commission recommended deferral of the Use Permit, HA# H9139, for thirty (30) days or until their next regularly scheduled meeting in Cottonwood on February 17, 2010. The vote was unanimous.

On February 17, 2010, the Planning and Zoning Commission recommended approval of the Use Permit, HA# H9139, with the following stipulations:

1. *Use Permit to be approved on a permanent basis for a well site to service the Montezuma Rimrock Water Company and to be developed in conformance with the site plan dated April 29, 2009 and the Landscape Plan dated 2/10/10 and in accordance with all applicable codes, regulations and ordinance requirements. 15 gallon Italian Cypress Evergreen trees to be planted 10 feet on center along the 62 foot Northeast boundary of the property adjacent to the road.*
2. *Waiver of screening requirement to allow for chain link with overlapping slats.*

EXHIBIT
A-17
ADMITTED

3. *In the event the owner of the subject property files a claim under ARS 12-1134, regarding this Use Permit, this Use Permit shall be null and void.*
4. *Any future expansion of the use or structures will require an amendment to this Use Permit.*
5. *Certificate of Compliance to be issued within one year of Board of Supervisors approval demonstrating that the use is operating in compliance with all applicable local, state and federal regulations.*

The vote was unanimous.

BOS ACTION: On March 15, 2010, the Board of Supervisors voted to approve the Use Permit, HA# H9139, as recommended by the Planning and Zoning Commission.

The vote was unanimous.

Please do not hesitate to call me at 928-422-5391, if you have any questions regarding this information.

Sincerely,

Elise Link
Planner Manager
Planning and Design Review
YAVAPAI COUNTY DEVELOPMENT SERVICES

W-04254A-08-0362

ATER APPLICATION
...ance Authority of Arizona (WIFA)
Project Financial Assitance Priority List Application

ORIGINAL

SECTION 1: APPLICATION INFORMATION Print

APPLICATION NUMBER: DW-035-2009 SUBMITTED: 6/3/2008

1.1 Applicant: Montezuma Rimrock Water Company, LLC Job Title: President

1.2 Contact Names: First Patricia Middle Initial D Last Olsen

1.3 Address: PO Box 10 City: Rimrock State: AZ Zip: 86335

1.4 Phone: (928) 300-3291 Fax: (928) 592-9211 E-Mail: patsy@montezumawater.com

1.5 County in Which Project is Located: Yavapai

1.6 Number of Connections to System: 214 Population Served by the System: 450

1.7 Average Monthly Fee (Base + Use): $ 35.00

1.8 Existing Debt (principal only) Payabale by System Users: $ 0.00

1.9 Median Household Income:: $ 25,000

1.10 ADEQ System Identification # (PWS #): AZ0413071

1.11 Has this project received prior year WIFA funding?

- (●) No
- ( ) Yes, request is for a multi-year construction project that received assistance in a previous funding cycle
- ( ) Yes, request is to construct a project that received TA funds in a previous funding cycle
- ( ) Yes, request is for additional financial assistance to offset actual costs of justified overruns

1.12 Is your company registered with the E-Verify Program? (●) Yes ( ) No
(You will be required to provide proof of participation prior to the execution of a loan or grant agreement.)

RECEIVED
2009 JAN 14 P 4: 59
AZ CORP COMMISSION
DOCKET CONTROL

SECTION 2: PROPOSED DRINKING WATER FINANCIAL ASSISTANCE PROJECT

2.1 Project Title/Name: Arsenic Facility Installation

2.2 Type of loan required during this funding cycle? Truethis is a test [x] Design $ 20,000.00 and/or [x] Construction $ 145,000.00

2.3 Briefly summarize below the problem *(Mail any supporting documentation)*

All wells are currently exceeding the 10 ppb arsenic standard. EPA has set the Arsenic standard for drinking water at .010 parts per million (10 parts per billion) to protect consumers served by public water systems from the effects of long-term, chronic exposure to arsenic. Water systems must comply with this standard. Long term exposure to arsenic has been linked to cancer of hte bladder, lungs, skin, kidneys, nasal passages, liver and prostate. Short term exposure to high doses of arsenic can cause other adverse health effects.

2.4 Briefly summarize below the solution

Acquisition of an Arsenic Adsorption Treatment System from Adedge Technologies is the solution. Adedge Technologies uses the Bayoxide E33P media that has become the indusstry benchmark for arsenic reduction. It reduces up to 99 percent of total arsenic including both arsenic III and arsenic V. It is also effective in reducing other heavy metals such as lead, cadmium chromium, antimony, selenium, and molybdenum. This Cost-effective iron-based adsorpption media has four to ten times the capacity of many adsoprtion media products.

2.5 Select Type(s) of Needs to be Funded

- [ ] Planning and Design Only
- [ ] Treatment-Nitrate
- [ ] Treatment-Organic Chemical(s)
- [ ] Treatment-Other
- [ ] Storage
- [ ] Land Acquisition
- [ ] Treatment-Bacteriological
- [x] Treatment-Arsenic
- [ ] Treatment-Primary Standard [Metals(s)]
- [x] Transmission & Distribution
- [ ] Purchase of System(s)
- [ ] Treatment-Surface Water
- [ ] Treatment-Radionuclides
- [ ] Treatment-DBP
- [ ] Source
- [ ] Restructuring

Arizona Corporation Commission
DOCKETED
JAN 14 2009
DOCKETED BY

2.6 Select Expected Project Benefit(s)

- [ ] Compliance - Existing Requirements
- [x] Reduce Public Health Risks
- [x] Compliance - New Requirements
- [ ] Expand Service

2.7 Water System Improvement

- [x] Proposed project addresses deficiencies identified by ADEQ
- [ ] Proposed project includes installing meter to monitor water use
- [ ] Submitted a complete capacity development plan to ADEQ

EXHIBIT
A-18
ADMITTED

2.8 Consolidation and Regionalization

- [x] Consolidate physical facilities of existing multiple facilities
- [ ] Consolidate the operations of existing multiple facilities
- [ ] Extending service to existing areas currently served by another facility
- [ ] Consolidate the ownership of existing multiple facilities

2.9 System Compliance *(mail any supporting documents)*

- (●) Notice of violations and/or consent orders from regulatory agency
- ( ) In compliance

SECTION 3: AMOUNT OF PROJECT FINANCIAL ASSISTANCE

3.1 Estimated Date WIFA Funding Required: 7/25/2008

3.2 Estimated Financial Assistance Costs & Funding Source

Funding Source	Project Costs
Amount Funded Locally:	$ 0.00
Amount Requested from WIFA:	$ 165,000.00
Other Source:	$ 0.00
Total Finance Cost:	$ 165,000.00

SECTION 4: READINESS TO PROCEED INDICATORS

4.1 Debt Authorization *(For more information, see WIFA Debt Authorization Guidance Document)*

- ( ) Authorized - mail copy of official governing body debt authorization resolution or election results.
- (●) Scheduled - Anticipated election or authorization date: 7/15/2008

4.2 Project Plans and Specifications *(Select only one)*

- ( ) Approved - mail approval notification
- (●) Scheduled for Approval
- ( ) Engineer Selected

Enter anticipated approval date: 6/15/2008

4.3 Applicable Local, State, and Federal Project Permits: *(Select only one)*

- ( ) Obtained - mail approval notification
- ( ) Scheduled to Obtain Permit(s) - anticipated permit(s) date:
- (●) Date of Approval Unknown
- ( ) Not Applicable - explain

4.4 Project Bids: *(Select only one)*

- ( ) Obtained - mail approval notification(s)
- ( ) Scheduled to Obtain Permit(s) - anticipated permit(s) date:
- (●) Date of Approval Unknown

SECTION 5: CERTIFICATION & APPROVAL

As the Authorized Representative, I certify that the information contained in this application is, to the best of my knowledge, true, accurate, and correct.

Authorized Representative Name: First Patricia Last Olsen Title: President

Authorized Signature: _____ Date: _____

Water Infrastructure Finance Authority of Arizona | 1110 West Washington, Suite 290, Phoenix, Arizona 85007
Phone: (602) 364-1310 | Fax (602) 364-1327 | Toll Free: (877) 298-0425

Environmental Review Checklist

CATEX

Community Name: Montezuma Rimrock Water Company LLC

Project Contact: Patricia Olsen Phone Number: 928-300-3291 Date: 10/6/09

Project Title: Arsenic Treatment System Installation

Please fill out the following checklist to the best of your ability. The information below will aid in determining the necessary environmental review requirements for the proposed project.

	Yes	No	NA	
1.	(X)	( )	( )	The project is directed towards rehabilitation of existing facilities, functional replacement of equipment, or the construction of new ancillary facilities adjacent or appurtenant to existing facilities which do not affect the degree of treatment or capacity of the existing facility.
2.	(X)	( )	( )	The project is for minor upgrading or minor expansion (*minor – less then 30%)* of existing treatment works, collection or distribution systems.
3.	( )	( )	(X)	The project is in an unsewered community where on-site technologies are proposed. *(Clean Water Projects only)*
4.	( )	(X)	( )	The project will create a new, or relocate an existing, discharge to surface or ground waters.
5.	( )	(X)	( )	The project will result in substantial increases in the volume of discharge or the loading of pollutants from an existing source or from new facilities to receiving waters.
6.	()	(X)	( )	The project is known or expected to have a significant effect on the quality of the human environment, either individually, cumulatively over time, or in conjunction with other federal, state, local or private actions.
7.	( )	(X)	( )	The project is known or expected to directly or indirectly affect cultural resources, habitat of endangered or threatened species, environmentally important natural resource areas such as floodplains, wetlands, important farmlands and aquifer recharge zones: or other resource areas.
8.	( )	(X)	( )	The project is known or expected to cause significant public controversy.
9.	( )	(X)	( )	The project is known or expected not to be cost effective.

Please fax the Environmental Review Checklist to WIFA at: (602) 364-1327

From: Sara Konrad
Sent: Friday, February 05, 2010 9:24 AM
To: Patricia Olsen
Cc: Judy Navarrete
Subject: RE: Environmental Information Document for Montezuma Rimrock Water Company.

WIFA received a citizen's complaint regarding some environmental concerns of the Arsenic Facility Installation Project. Due to these newly raised issues which were not addressed in the Environmental Review Checklist, WIFA has rescinded the initial Categorical Exemption and decided to require a higher level environmental review.

Please feel free to contact me with any questions as you complete the Environmental Information Document.

Sara

From: Patricia Olsen [mailto:patsy@montezumawater.com]
Sent: Wednesday, February 03, 2010 2:39 PM
To: Sara Konrad
Subject: Re: Environmental Information Document for Montezuma Rimrock Water Company.

Sara,
Are these your questions and findings or Mr. Dougherty's?
Thank you,

Patricia Olsen, President
Montezuma Rimrock Water Co. LLC
P.O. Box 10
Rimrock, AZ 86335
928-592-9211

From: Sara Konrad <skonrad@azwifa.gov>
To: patsy@montezumawater.com
Cc: Judy Navarrete <jnavarrete@azwifa.gov>
Sent: Wed, February 3, 2010 10:11:19 AM
Subject: Environmental Information Document for Montezuma Rimrock Water Company.

As you are aware, the Categorical Exemption previously issued for this project may not have been warranted as WIFA has recently received information that the project does not qualify under one or more of the categories in R18-15-107 (B).

WIFA must further verify conditions surrounding this project. To do so, you will need to prepare an Environmental Information Document (EID). I have attached the template for that document prescribing the required format. To expedite WIFA's review and development of an Environmental Assessment (EA) from the EID, it is vital that the EID thoroughly address each of the sections in the document.

Specifically for this project, the following issues have been raised and the Environmental Information Document

must specifically address each with a formal letter from the appropriate federal or state agency:

1. The project is known or expected to directly or indirectly affect cultural resources: Montezuma's Well (National Park Service, U.S. Department of the Interior)
2. The project is known or expected to directly or indirectly affect habitats of endangered or threatened species: Southwest Willow Flycatcher in Wet Beaver Creek (U.S. Fish and Wildlife and/or AZ Game and Fish)
3. The project is known or expected to directly or indirectly affect the 100 year floodplain (FEMA).

If it so happens that these issues are not significant, then WIFA can, upon receipt of the EID, issue a Finding of No Significant Impact (FONSI). At that point, WIFA will publicly notice the FONSI for a period of 30 calendar days and receive and review any comments. If these issues are significant, then an Environmental Impact Statement will be required, and WIFA will contact you about proceeding with that process.

Please feel free to contact me if you have any questions.
Thank you,

Sara Konrad
Environmental Program Specialist
Arizona Water Infrastructure Finance Authority (WIFA)
1110 W. Washington St., Suite 290
Phoenix, AZ 85007
(602) 364-1319
fax (602) 364-1327

www.azwifa.gov

Montezuma Rimrock Water Co LLC

P.O. Box 10
Rimrock, AZ 86335
928-592-9211

May 1, 2011

Dear Customer:

MRWC erroneously charged its customers the arsenic surcharge. MRWC is not authorized to implement the arsenic surcharge. MRWC apologizes for this inconvenience and as you will notice has credited the arsenic surcharge to your bill.

Because MRWC is not authorized to implement the arsenic surcharge, MRWC was obligated to notify the financial institution it has been working with that it cannot implement an arsenic surcharge. Therefore, the possibility of obtaining a loan from the financial institution has been retracted and at this time no funding is available. The financial institution is no longer considering MRWC for funding. MRWC is unable to obtain a WIFA loan, nor is it able to obtain funding from this private financial institution.

MRWC must also inform its customers that the Arsenic Treatment Facility (ATF) will not be constructed and at this time does not foresee any construction of this project in the immediate future.

MRWC understands that there are many questions its customers may have. MRWC requests that all questions and concerns be directed to the Arizona Corporation Commission.

MRWC wishes to thank its customers for your understanding and patience in this process and apologizes that it will be unable to begin construction of its ATF at this time.

Sincerely,

Patricia D. Olsen

EXHIBIT
A-19
ADMITTED

National Bank
OF ARIZONA
6001 N 24th Street • Phoenix, AZ 85016

CASHIER'S CHECK

358844

PATRICIA OLSEN
Remitter

91-532/1221

Date August 18, 2011

Pay $ ***16,757.89***

SIXTEEN THOUSAND SEVEN HUNDRED FIFTY SEVEN and 89/100 US Dollars

To The Order Of ***YAVAPAI TITLE AGENCY***

NOTICE TO CUSTOMER: The purchase of a Surety Bond and/or execution of an Indemnity Agreement may be required before the check may be replaced or refunded in the event it is lost, misplaced or stolen.

NON NEGOTIABLE
CUSTOMER COPY

067 02 0786

EXHIBIT
A-20
ADMITTED

B: 4829 P: 739 08/22/2011 11:12:33 AM DOR
Ana Wayman-Trujillo
OFFICIAL RECORDS OF YAVAPAI COUNTY $14.00
YAVAPAI TITLE AGENCY INC 2011-0043754

B: 4829 P: 739 08/22/2011 11:12:33 AM DOR
$14.00 Page: 1 of 1 2011-0043754

When recorded Mail to:

Yavapai Title Agency
Attention: Account Servicing
P. O. Box 1900
Sierra Vista, AZ 85636

FEE
$5
$8
$5
$1
$

Acct # 09000956

DEED OF RELEASE AND FULL RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust EXECUTED by MONTEZUMA RIMROCK WATER CO., L.L.C., an Arizona limited liability company as Trustor(S).

TO YAVAPAI TITLE AGENCY, INC. An Arizona Corporation, as Trustee

dated October 19, 2005 and recorded November 16, 2005 in Book/Docket 4335 page 429 of Official Records in the office of the County Recorder of **YAVAPAI** County, State of Arizona, has been fully paid.

NOW, THEREFORE, the present Trustee (s) under said Deed of Trust do(es) hereby release and reconvey, without covenant or warranty, express or implied, unto the parties legally entitled thereto all right, title and interest which was herefore acquired by said Trustee (s) under said Deed of Trust.

Dated this 9th Day of August, 2011.

YAVAPAI TITLE AGENCY INC.,
an Arizona Corporation

BY: Linda Miller, Vice President

STATE OF ARIZONA)
) SS.
COUNTY OF COCHISE)

This instrument was acknowledged before me this 15th day of August 2011 by Linda Miller as Vice President of YAVAPAI TITLE AGENCY INC., an Arizona Corporation, on behalf of the corporation, as Trustee.

Notary Public

My commission will expire:

OFFICIAL SEAL
TERESA HEISER
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires March 15, 2015

EXHIBIT
A-21
ADMITTED

Unofficial Copy

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2013 APR 12 P 1:21

AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED

APR 12 2013

DOCKETED BY nR

COMMISSIONERS

BOB STUMP – Chairman
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO INSTALL A WATER LINE FROM THE WELL ON TIEMAN TO WELL NO. 1 ON TOWERS.	Docket No. W-04254A-12-0204
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO PURCHASE THE WELL NO. 4 SITE AND THE COMPANY VEHICLE.	Docket No. W-04254A-12-0205
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING FOR AN 8,000-GALLON HYDRO-PNEUMATIC TANK.	Docket No. W-04254A-12-0206
IN THE MATTER OF THE RATE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC.	Docket No. W-04254A-12-0207
JOHN E. DOUGHERTY, COMPLAINANT, V. MONTEZUMA RIMROCK WATER COMPANY, LLC RESPONDENT	Docket No. W-04254A-11-0323

FENNEMORE CRAIG
PROFESSIONAL CORPORATION
PHOENIX

EXHIBIT
A-22
ADMITTED

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF A RATE INCREASE.	Docket No. W-04254A -08-0361
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF A FINANCING APPLICATION.	Docket No. W-04254A -08-0362 **NOTICE OF FILING FINANCING APPLICATIONS**

Montezuma Rimrock Water Company LLC hereby files the attached finance applications for approval in the pending rate case. Specifically, the Company seeks financing approval for four 20,000 gallon storage tanks as set forth in the Financing Application attached as Exhibit A. The Company also seeks financing approval for the lease with Nile River Leasing for the arsenic treatment building as set forth in the Financing Application attached as Exhibit B.[1] Finally, the Company seeks financing approval for the lease with Financial Pacific Leasing for the arsenic treatment facility as set forth in the Financing Application attached as Exhibit C. The Company requests that these financing applications be reviewed and approved in the pending rate case.

RESPECTFULLY SUBMITTED this 12th day of April, 2013.

FENNEMORE CRAIG

By_____

Todd C. Wiley
2394 E. Camelback Road, Suite 600
Phoenix, AZ 85016
Attorneys for Montezuma Rimrock Water Company, LLC.

[1] MRWC does not believe that the Nile River Lease qualifies as a capital lease, but the Company is willing to submit that lease to the Commission for review and approval. It also should be noted that, on January 14, 2013, intervenor Mr. Dougherty requested that the Company be required to submit the Nile River and Financial Pacific lease agreement for approval by the Commission as part of the ongoing rate case application.

An original and 13 copies
of the foregoing was filed
this 12th day of April, 2013,
with:

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

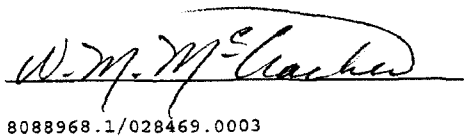
A copy of the foregoing
was hand delivered/mailed/emailed this
12th day of April, 2013, to:

Sarah N. Harpring
Administrative Law Judge
Arizona Corporation Commission
1200 W. Washington
Phoenix, Arizona 85007

Charles Hains
Wes Van Cleve
Legal Division
Arizona Corporation Commission
1200 W. Washington
Phoenix, Arizona 85007

Steve Olea
Utilities Division
Arizona Corporation Commission
1200 W. Washington
Phoenix, Arizona 85007

John E. Dougherty, III
P.O. Box 501
Rimrock, Arizona 86335



8088968.1/028469.0003

EXHIBIT A

Storage Tank

ARIZONA CORPORATION COMMISSION

FINANCING APPLICATION

Montezumza Rimrock Water Company LLC
UTILITY NAME

W-04254A-12-0204 et. al.
DOCKET NO(S)

You must complete ALL items in the application according to the instructions provided. If you have any questions regarding the application please call (602) 542-4251 for Staff assistance.

IN ORDER TO PROCESS YOUR APPLICATION
PLEASE FORWARD THE ORIGINAL
AND THIRTEEN COPIES OF THE
APPLICATION PLUS
THREE PACKETS OF THE SUPPORTING
DOCUMENTATION TO:

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL CENTER
1200 WEST WASHINGTON STREET
PHOENIX, ARIZONA 85007

Application for financing approval pursuant to ARS 40-301 and 40-302 information:

1. Montezuma Rimrock Water Company, LLC
   Patricia D. Olsen, Manager
   3031 E. Beaver Creek Road, Rimrock, AZ 86335
   928-592-9211

2. Statutory Agent:
   Patricia D. Olsen
   3031 E. Beaver Creek Road, Rimrock, AZ 86335
   928-592-9211

3. Promissory Note
   WIFA
   Proposal Submittal: $108,000
   Four 20,000 gallon storage tanks at $22,000 each and an additional $20,000 for engineering, permitting, and installation.

4. The Finance Application is within the corporate powers of the applicant and compatible with the public interest. The storage tanks are necessary for the adequate supply of potable water and fire flow demand storage.

PUBLIC NOTICE
OF
AN APPLICATION FOR AN ORDER

AUTHORIZING THE ISSUANCE OF Promissory Note (security)
BY Montezuma Rimrock Water Company LLC (MRWC) (company)

MRWC ("Company") filed an Application with the Arizona Corporation Commission ("Commission") for an order authorizing Applicant to issue $108,000 (gross proceeds) of Promissory Note (security to be issued). The application is available for inspection during regular business hours at the office of the Commission in Phoenix, Arizona, and the Company's offices in Rimrock, Arizona.

Intervention in the Commission's proceedings on the application shall be permitted to any person entitled by law to intervene and having a direct substantial interest in this matter. Persons desiring to intervene must file a Motion to Intervene with the Commission which must be served upon applicant and which, at a minimum, shall contain the following information:

1. The name, address and telephone number of the proposed intervenor and of any person upon whom service of documents is to be made if different than the intervenor.

2. A short statement of the proposed intervenor's interest in the proceeding.

3. Whether the proposed intervenor desires a formal evidentiary hearing on the application and the reasons for such a hearing.

4. A statement certifying that a copy of the Motion to Intervene has been mailed to Applicant.

The granting of Motions to Intervene shall be governed by A.A.C. R14-3-105, except that all Motions to Intervene must be filed on, or before, the 15th day after this notice.

COMPANY NAME Montezuma Rimrock Water Company LLC Test Year Ended: 2011

COMPARATIVE STATEMENT OF INCOME AND EXPENSE

Acct. No.	OPERATING REVENUES	PRIOR YEAR	CURRENT YEAR
461	Metered Water Revenue	$ 101961	$
460	Unmetered Water Revenue		
474	Other Water Revenues		
	TOTAL REVENUES	$ 101961	$ 101276
	OPERATING EXPENSES		
601	Salaries and Wages	$ 14802	$
610	Purchased Water	994	686
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630	Outside Services	7132	15890
635	Water Testing	2675	1000
641	Rents	5800	7983
650	Transportation Expenses	9279	9352
657	Insurance – General Liability	5897	4948
659	Insurance - Health and Life	3902	1597
666	Regulatory Commission Expense – Rate Case	1870	886
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403	Depreciation Expense	10935	7367
408	Taxes Other Than Income	9020	10291
408.11	Property Taxes	3484	3098
409	Income Tax		
	TOTAL OPERATING EXPENSES	$ 114785	$ 93537
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	OTHER INCOME/(EXPENSE)		
419	Interest and Dividend Income	$	$
421	Non-Utility Income		
426	Miscellaneous Non-Utility Expenses	<292>	
427	Interest Expense	<2244>	<2773>
	TOTAL OTHER INCOME/(EXPENSE)	$ <2536>	$ <2773>
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COMPANY NAME	Montezuma Rimrock Water Company LLC	Test Year Ended: 2012

BALANCE SHEET

Acct No.	ASSETS	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT AND ACCRUED ASSETS		
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134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies		
151	Plant Material and Supplies	377	377
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	TOTAL CURRENT AND ACCRUED ASSETS	$ 1891	$ 2271
	FIXED ASSETS		
101	Utility Plant in Service	$ 529342	$ 547477
103	Property Held for Future Use		
105	Construction Work in Progress		155
108	Accumulated Depreciation – Utility Plant	<220868>	<234721>
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility		
	TOTAL FIXED ASSETS	$ 306474	$ 312911
	TOTAL ASSETS	$ 310365	$ 315182

NOTE: The Assets on this page should be equal to **Total Liabilities and Capital** on the following page.

COMPANY NAME Montezuma Rimrock Water Company LLC Test Year Ended: 2011

BALANCE SHEET (CONTINUED)

Acct. No.	LIABILITIES	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT LIABILITES		
231	Accounts Payable	$ 2000	$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies		
235	Customer Deposits	26855	32163
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	TOTAL CURRENT LIABILITIES	$ 27055	$ 32163
	LONG-TERM DEBT (Over 12 Months)		
224	Long-Term Notes and Bonds	$ 28611	$ 17728
	DEFERRED CREDITS		
251	Unamortized Premium on Debt	$	$
252	Advances in Aid of Construction	28575	30986
255	Accumulated Deferred Investment Tax Credits		
271	Contributions in Aid of Construction	252556	257742
272	Less: Amortization of Contributions	<73388>	<36891>
281	Accumulated Deferred Income Tax		
	TOTAL DEFERRED CREDITS	$ 207743	$ 251837
	TOTAL LIABILITIES	$ 263209	$ 301726
	CAPITAL ACCOUNTS		
201	Common Stock Issued	$	$
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings	4712	11901
218	Proprietary Capital (Sole Props and Partnerships)	40444	1555
	TOTAL CAPITAL	$ 45156	$ 13456
	TOTAL LIABILITIES AND CAPITAL	$ 310365	$ 315182

AZ LISC NO. 075820 CLASS L-05

CASHION TANK & STEEL CO.

SPECIALIZING IN TANK CONSTRUCTION & ERECTION

(623)932-3380
(623)932-3381 FAX

P O BOX 306
CASHION, AZ 85329

March 21, 2013

Montezuma Rim Rock Water Company
P O Box 10
Montezuma, AZ 86835

ATTN: Patricia

Gentleman,

We propose to build one 20,000 gallon water storage tank 12' X 24' high in our yard.

The tank will include the following:

1/4" floor	3/16" roof
3/16" shell	Ladder inside & outside
Fittings to the first flange	24" top manway
Gaugeboard	1-26" shell manway

The tank will be sandblasted and painted to AWWA Inside System #1 Epoxy and Outside System # 1 color of your choice.

Price on the tank will be $22,000 for each tank. We require 50% to be paid as a down payment and the remainder to be paid on completion, this does not include delivery

Thank you for the opportunity to quote on this project.

Sincerely,

SHIRLEY OLSON
CASHION TANK & STEEL

ACCEPTED BY

_____

Date _____

DRINKING WATER APPLICATION
Water Infrastructure Finance Authority of Arizona (WIFA)
Financial Assistance Project Priority List Application

SECTION 1: APPLICATION INFORMATION

APPLICATION NUMBER: DW-033-2013 | Print

1.1 Applicant: Montezuma Rimrock Water Compa Job Title: President

1.2 Contact Names: First Patricia Middle Initial: ____ Last: Olsen

1.3 Address: 3031 E. Beaver Creek Rd. City: Rimrock State: AZ Zip: 86335

1.4 Phone: (928) 592-9211 Fax: ____ E-Mail: patsy@montezumawater.com

1.5 County in Which Project is Located: Yavapai

1.6 Number of Connections to System: 210 Population Served by the System: 450

1.7 Average Monthly Residential Fee (Base + Use): $35.00

1.8 Existing Debt (principal only) Payable by System Users: $0.00

1.9 Population of City or Town: 00 Median Household Income: $37,904.00

1.10 ADEQ System Identification Number (PWS #): 13071

1.11 Is the system ACC regulated? ◉ Yes ○ No

1.12 Has this project received prior year WIFA funding?

- ○ Yes, request is for a multi-year construction project that received assistance from WIFA in a previous funding cycle
- ○ Yes, request is to construct a project that received pre-design or design financial or technical assistance from WIFA in a previous funding cycle
- ○ Yes, request is for additional financial assistance to offset actual costs or justified overruns
- ◉ No

1.13 Is your system registered with the E-Verify Program? ◉ Yes ○ No
(You will be required to provide proof of participation prior to the execution of a loan or grant agreement.)

SECTION 2: PROPOSED DRINKING WATER FINANCIAL ASSISTANCE PROJECT

2.1 Project Title/Name: Storage Tank Replacement

2.2 Type of loan required during this funding cycle? ☑ Design $20,000.00 and/or ☑ Construction $88,000.00

2.3 Briefly summarize the problem below. *(Mail or upload any supporting documentation)*

The two current 10,000 gallon storage tanks leak profusely. When originally constructed, they were not epoxy coated. They have been repaired numerous times and are beyond repair.

2.4 Briefly summarize the solution below.

The distribution system is comprised of two zones. In order to meet the customer demand and fire flow demand, two 40,000 gallon storage tanks must be constructed.

2.5 Project Purpose: *(Select only one)*

- ○ Assist Non-Compliant Systems to Achieve Compliance
- ◉ Assist Compliant Systems to Meet Future Requirements
- ○ Assist Compliant Systems to Maintain Compliance
- ○ Other (Not Compliance Related)

SECTION 3: EXISTING CONDITIONS AND PROJECT BENEFITS

3.1 **Select Expected Project Benefit(s)**

☐ Compliance - Existing Requirements ☐ Compliance - Future Requirements ☐ Expanded Service
☑ Reduce Public Health Risks

3.2 **Water System Improvement**

☐ Proposed Project addresses deficiencies identified by ADEQ

3.3 **Consolidation and Regionalization**

☐ Interconnecting the physical facilities of two or more existing water systems.
☐ Extending service to existing areas currently served by another water system.
☐ Consolidating the operations of multiple water systems.
☐ Consolidating the ownership of multiple water systems.

3.4 **Water and Energy Efficiency Index**

☐ 50 to 100% of total project costs are for water or energy efficiency components or environmentally innovative approaches.
☐ 10% to 49% of project costs are for water or energy efficiency components or environmentally innovative approaches.
☑ less than 10% of the project costs are for any water or energy efficiency components or environmentally innovative approaches.

Project's green components

Water loss due to current unrepairable storage tanks varies between 10% to 30% each month.

3.5 **System Compliance** ****must mail or upload supporting documents***

○ Notice of violations and/or consent orders from regulatory agency *
◉ In compliance

SECTION 4: READINESS TO PROCEED INDICATORS

4.1 **Debt Authorization?**
(For more information, see WIFA Debt Authorization Guidance Document)

○ Yes ◉ No
Enter authorization/expected authorization date: _____ [mm/dd/yyyy]
(mail or upload copy of official governing body debt authorization resolution, election results or ACC order)

4.2 **Project Design** *(Select only one)*

◉ Project is in planning stages ○ Engineer has been selected ○ Currently under design ○ Ready for construction
Enter design completion/anticipated design completion date: 7/30/2013 [mm/dd/yyyy]

4.3 **Applicable Plan and Specification Approvals** *(Select only one)*

○ Approval to construct has been obtained
○ Plans and specification have been submitted to permitting agency for approval
◉ Design has not been completed
○ Other or not applicable
Enter permit/anticipated permit(s) receipt date: _____ [mm/dd/yyyy]
If not applicable or if multiple permits are required, please explain:

4.4 **Project Bids** *(Select only one)*

◉ Project is not ready for bid ○ Project is currently out for bid ○ Bidding is complete
Enter bid/anticipated bid award date: date: _____ [mm/dd/yyyy]

4.5 **Project Construction**

When do you plan to begin project construction? If you may need to begin the project before the requested financial assistance is awarded, please provide details.

October 30, 2013

SECTION 5: REQUESTED AMOUNT AND CERTIFICATION/APPROVAL

5.1 Estimated Date WIFA Funding Required: 10/30/2013 [mm/dd/yyyy]

5.2 Estimated Financial Assistance Costs & Funding Source

Funding Source	Project Costs
Amount funded locally:	$0.00

Amount requested from WIFA for this project:	$108,000.00
Other source:	$0.00
Total:	**$108,000.00**

5.3 **As the Authorized Representative, I certify that the information contained in this application is, to the best of my knowledge, true, accurate, and correct.**

First Name	Last Name	Title
Patricia	Olsen	President

Authorized Signature: _____ **Date:** _____

Please mail it to:
Water Infrastructure Finance Authority of Arizona
1110 West Washington, Suite 290, Phoenix, Arizona 85007

Environmental Review Checklist
Drinking Water Projects

Please complete the following checklist to allow WIFA to determine the necessary environmental review requirements for the proposed project. Please contact Sara Konrad at (602) 364-1319 or skonrad@azwifa.gov with any questions. Once completed, please print it, sign the last page, and upload it to your e-Apps application.

Section 1. General Information

Applicant Name:	Montezuma Rimrock Water Company LLC			
Project Contact:	Patricia Olson	Phone Number:	(928) 592-9211	Date:
Project Title:	DW-033-2015 - Storage Tank Replacement			
Physical Location:	4599 E. Goldrine Rd.			

Section 2. Categorical Exclusions

A project for which the answer to statements 1 is "yes" may be eligible for a Categorical Exclusion. However, if any of the statements from 1a. through 1e. is answered "yes," then the project is not eligible for a Categorical Exclusion. [A.A.C. R-18-15-106(B)]

1.	☑ Yes ☐ No	The project relates to existing infrastructure systems and involves minor upgrading, minor expansion of system capacity, rehabilitation (including functional replacement) of the existing system and system components, or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities.
1a.	☐ Yes ☑ No	The project involves new or relocated discharges to surface water or groundwater.
1b.	☐ Yes ☑ No	The project will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water.
1c.	☐ Yes ☑ No	The project will provide capacity to serve a population 30% greater than the existing population.
1d.	☐ Yes ☑ No	A state or other regional growth plan or strategy does not support this project. *Answering "yes" indicates that the project is not supported.*
1e.	☐ Yes ☑ No	The project directly or indirectly involves or relates to upgrading or extending infrastructure systems primarily for the purposes of future development.

Section 3. Extraordinary Circumstances

[A.A.C. R-18-15-106(C)] If any of the following extraordinary circumstances apply to the project, it is not eligible for a Categorical Exclusion.

1.	☐ Yes ☑ No	The project is known or expected to have potentially significant adverse environmental impacts on the quality of the human environment either individually or cumulatively over time.
2.	☐ Yes ☑ No	The project is known or expected to have disproportionately high and adverse human health or environmental effects on any community, including minority, low-income, or federally-recognized Indian tribal communities.
3.	☐ Yes ☑ No	The project is known or expected to significantly affect federally listed threatened or endangered species or their critical habitat.
4.	☐ Yes ☑ No	The project is known or expected to significantly affect national natural landmarks or any property with nationally significant historic, architectural, prehistoric, archeological, or cultural value, including but not limited to, property listed on or eligible for the Arizona or National Registers of Historic Places. http://azstateparks.com/SHPO/review.html
5.	☐ Yes ☑ No	The project is known or expected to significantly affect environmentally important natural resource areas such as:
5a.	☐ Yes ☑ No	wetlands
5b.	☐ Yes ☑ No	floodplains,
5c.	☐ Yes ☑ No	significant agricultural lands.

5d.	☐ Yes ☐ No	aquifer recharge zones.
5e.	☐ Yes ☐ No	wild and scenic rivers. http://www.rivers.gov/wildriverslist.html
5f.	☐ Yes ☐ No	significant fish or wildlife habitat Complete the Arizona Game and Fish On-Line Environmental Review Tool at http://www.azgfd.gov/hgis and upload receipt to e-Apps.
5g.	☐ Yes ☐ No	other environmentally important natural resource areas.
6.	☐ Yes ☐ No	The project is known or expected to cause significant adverse air quality effects.
7.	☐ Yes ☐ No	The project is known or expected to have a significant effect on the pattern and type of land use or growth and distribution of population, including altering the character of existing residential areas, or may not be consistent with state or local government, or federally-recognized Indian tribe approved land use or federal land management plans.
8.	☐ Yes ☐ No	The project is known or expected to cause significant public controversy about a potential environmental impact of the proposed action.
9.	☐ Yes ☐ No	The project is known or expected to be associated with providing financial assistance to a federal agency through an interagency agreement for a project that is known or expected to have potentially significant environmental impacts.
10.	☐ Yes ☐ No	The project is known or expected to conflict with federal, state, or local government, or federally-recognized Indian tribe environmental, resource-protection, or land-use laws or regulations.

Section 4. Special conditions

1.	☐ Yes ☐ No	The project is for planning purposes only and does not include design or construction. **If yes, the project may be exempt from environmental review requirements.*
2.	☐ Yes ☐ No	An Environmental Assessment under NEPA has been conducted for this project or earlier phases of this project. **If yes, provide a copy of the Environmental Assessment.*

Section 5. Certification

Once completed, please print this document, sign below, and upload it to your e-Apps application.

I certify that the information provided is accurate and complete. I understand that any material misstatement or misleading statement herein is cause for denial or rescission of any approval [illegible] in connection with this application.

Authorized Signature: Patricia D. Olsen Date: 4/11/13

Printed Name: Patricia D. Olsen

Title: Manager

Company/Agency/Tribal Authority: Montezuma Rimrock Water Co

Copyright © 2008 AZWIFA | All rights reserved

EXHIBIT B

Bw 1d'as

ARIZONA CORPORATION COMMISSION

FINANCING APPLICATION

Montezumza Rimrock Water Company LLC
UTILITY NAME

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   928-592-9211

2. Statutory Agent:
   Patricia D. Olsen
   3031 E. Beaver Creek Road, Rimrock, AZ 86335
   928-592-9211

3. Promissory Note
   Nile River Leasing
   Proposal Submittal: $8,000
   Storage Building for Arsenic Treatment System located at well site #1

4. The Finance Application is within the corporate powers of the applicant and compatible with the public interest. The storage building is necessary for the protection of the arsenic treatment system.

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Lessor: NILE RIVER LEASING, L.L.C. 9526 N. 46TH ST. PHOENIX, AZ 85028 Ph. (480) 607-6800 Toll Free (888) 607-6800	Lease Number >

Full Legal Name and Place of Business of Lessee	Place of incorporation or organization or, if an individual, location of principal residence.
> MONTEZUMA RIMROCK WATER COMPANY LLC > PO BOX 10 > RIMROCK, AZ 86335	> > ARIZONA

Quantity	Description, Model #, Catalog #, Serial #, or other Identification
Equipment Leased	> 1 – ARSENIC BUILDING PLANT BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10 FEET
Equipment Location if Different	>4599 E. GOLDMINE RD., RIMROCK, AZ 86335

Terms	Amount of Each Payment (plus Sales or Use Tax, if applicable)	☒ Monthly ☐ Other Specify:	Terms of Lease	No. of Payments	Advanced Payment/Security Deposit
>	> $ 342.09		>36	> 36	> $ 734.46

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the equipment and other property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed thereto (hereinafter referred to as the "Equipment").

2. ACCEPTANCE OF EQUIPMENT. Lessee agrees to inspect the Equipment and to execute an Acknowledgement and Acceptance of Equipment by Lessee notice, as provided by Lessor, after the Equipment has been delivered and after Lessee it satisfied that the Equipment is satisfactory in every respect. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other identifying data with regard to the Equipment.

3. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by his signature below as follows: (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT; (b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction; (c) Lessee leases the Equipment "as is" and with all faults; (d) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal, family, household, or agricultural purposes; (e) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and (f) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.

4. ASSIGNMENT BY LESSEE PROHIBITED. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. COMMENCEMENT; RENTAL PAYMENTS: INTERIM RENTALS. This Lease shall commence upon the written acceptance hereof by Lessor and shall end upon the full performance and observance by Lessee of each and every term, condition and covenant set forth in this Lease, any Schedules hereto and any extensions hereof. Rental payments shall be in the amounts and frequency as set forth on the face of this Lease or any Schedules hereto. In addition to regular rentals, Lessee shall pay to Lessor interim rent for the use of the Equipment prior to the due date of the first payment. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days elapsing between the date in which the Equipment is accepted by Lessee and the commencement date of this Lease, together with the number of days elapsing between commencement of the Lease and the due date of the first payment. The payment of interim rent shall be due and payable upon Lessee's receipt of invoice from Lessor. The rental period under the Lease shall terminate following the last day of the term stated on the face hereof or in any Schedule hereto unless such Lease or Schedule has been extended or otherwise modified, Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within ninety (90) days after Lessee signs this Lease.

THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE.

LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR OR BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.

6. CHOICE OF LAW. This Lease shall not be effective until signed by Lessor at its principal office listed above. This Lease shall be considered to have been made in the State of Arizona and shall be interpreted in accordance with the laws and regulations of the State of Arizona. Lessee agrees to jurisdiction in the State of Arizona in any action, suit, arbitration or proceeding regarding this Lease. In the event of any legal action with regard to the Lease or the Equipment covered hereby, Lessee agrees that venue shall be maintained in Maricopa County, Arizona.

7. SECURITY DEPOSIT. As security for the prompt and complete payment of the amounts due under this Lease, and Lessee's complete performance of all its obligations under this Lease, and any extension or renewal hereof, Lessee has deposited with Lessor the amount set forth in the section shown as "Security Deposit." In the event any default shall be made in the performance of any Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the amount of any default, Lessee shall restore said security deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

8. LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY. In the event it is necessary to amend the terms of the Lease to reflects a change in one or more of the following conditions: (a) Lessor's actual cost of providing the Equipment to Lessee, or (b) A change in rental payments, or (c) Description of the Equipment, then Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee grants to Lessor a specific power of attorney for Lessor to use as follows: (i) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment or pursuant to the Uniform Commercial Code; and (ii) Lessor may sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

9. LOCATION. The Equipment shall be kept at the location specified above, or, if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent. Nonwithstanding this provision, should Lessee change the location of the Equipment without first obtaining Lessor's consent, then Lessee shall immediately provide Lessor with the new location of the Equipment.

10. USE. Lessee shall use the Equipment in a careful manner, make as necessary repairs at Lessee's expense, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

11. OWNERSHIP; PERSONALTY. The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease.

LESSEE ACKNOWLEDGEMENTS. Lessee acknowledges the following: (a) Lessee's full and accurate legal name is as provided on page one of this Lease; (b) Lessee is a corporation ( )/partnership ( )/individual ( ); (c) Lessee is (if an organization) duly organized, validly existing and in good standing under the laws of the jurisdiction set forth on page one of this Lease.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted]

Date: 3/22/12

LESSOR: NILE RIVER LEASING L.L.C.

[redacted]

Date: 3/27/12

SB26-0

12. SURRENDER. By this Lease, Lessee acquires no ownership rights in the Equipment, and has no option to purchase same unless said option is incorporated herein by an attached Rider. Upon the expiration or earlier termination or cancellation of this Lease, or in the event of a default under Paragraph 20 hereof, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify.

13. RENEWAL. As the expiration of the Lease, Lessee shall return the Equipment in accordance with Paragraph 12 hereof. At Lessor's option, this Lease may be continued on a month-to-month basis until 30 days after Lessee returns the Equipment to Lessor. In the event the Lease is so continued, Lessee shall pay to Lessor rentals in the same periodic amounts as is indicated under the section entitled Amount of Each Payment above.

14. LOSS AND DAMAGE. Lessee shall at all times after signing the Lease bear the entire risk loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair as Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following: (a) Replace the same with like equipment in good repair, acceptable to Lessor; or (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss; (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item; discounted to present value at a discount rate of 6% as of the date of loss; and (iii) the Lessor's estimate as of the time the Lease was entered into of Lessor's residual interest in the Equipment, discounted to present value at a discount rate of 6%, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to receive title to the Equipment without any warranties. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. INSURANCE; LIENS; TAXES. Lessee shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to the Lessor. Lessee also shall provide and maintain comprehensive general all-risk liability insurance including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result in or happen in connection with the condition, use, or operation of the Equipment, with such limits and an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by the paragraph Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit, if Lessee fails to provide the insurance, Lessor will have the right, but no obligation, to have such insurance protecting Lessor and at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, the increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance.

Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee shall pay all charges and taxes (local, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment; excluding, however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges or taxes, Lessor shall have the right, but shall not be obligated, to pay such charges or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

16. INDEMNITY. Lessee shall indemnify Lessor against any claims, actions, damages or liabilities, including all attorney fees incurred out of or connected with the Equipment, without limitation. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industrial insurance act, with regard to indemnification of Lessor.

17. ASSIGNMENT BY LESSOR. Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of the Lease by Lessor, and shall not assert against the assignee any defense, counterclaim, or setoff that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto.

18. SERVICE CHARGES; INTEREST. If Lessee shall fail to make any payment required by the Lease within 10 days of the due date thereof, Lessee shall pay to Lessor a service charge of 10% of the amount due per month, minimum 25.00 for each month that the payment remains delinquent. In addition, Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including but not limited to long-distance telephone charges and travel expenses. Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 24% per annum.

19. TIME OF ESSENCE. Time is of the essence of the Lease, and the provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

20. DEFAULT. Lessee shall be in default if: (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; or (b) Lessee shall fail to observe, keep or perform any other provision of the Lease, and such failure shall continue for a period of 10 days; or (c) Lessee has made any misleading or false statement in connection with application for or performance of the Lease; or (d) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to the use Equipment without the prior written consent of Lessor; or (e) Lessee dies or ceases to exist; or (f) Lessee defaults on any other agreement it has with Lessor; or (g) Any guarantor of the Lease defaults on any obligation to Lessor; or any of the above listed events of default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws.

21. REMEDIES. If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and, without any court order or other process of law, may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may declare all sums due and to become due under the Lease immediately due and payable without notice or demand to Lessee; (e) Lessor may re-lease the Equipment, without notice to Lessee, to any third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser with respect to any exercise of Lessor of its right to recover and/or dispose of any Equipment or other collateral securing Lessee's obligations under this Lease, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition of such Equipment and/or other collateral; (f) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under the Lease then accrued, all accelerated future payments due under the Lease, reduced to their present value using a discount rate of 6%, as of the date of default, plus Lessor's estimate at the time the Lessee was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate of 6%, as of the date of default, less the net proceeds of disposition, if any, of the Equipment; (g) To pursue any other remedy available at law, by statute or equity.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right of remedy.

22. MULTIPLE LESSEES. Lessor may, with the consent of any one of the Lessees hereunder, modify, extend, or change any of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under the Lease.

23. EXPENSE OF ENFORCEMENT. In the event of any legal action with respect to the Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

24. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO WAIVER. This instrument constitutes the entire agreement between Lessor and Lessee. No provision of the Lease shall be modified or rescinded unless in writing signed by a representative of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute waiver as to any other instance.

25. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

CERTIFICATE OF AUTHORITY

The undersigned, being the duly elected MEMBER of the Company named in the foregoing Lease, hereby certifies that: (a) PATRICIA D. OLSEN, in his/her capacity as MANAGING MEMBER of the Company, is authorized by the Bylaws or other organizational documents of the Company, or by a resolution duly adopted or other authorization properly given by the Board of Directors, the Managers, the Managing Member(s) or the Managing Partner(s) of the Company, as applicable, in accordance with the Bylaws or other organizational documents of the Company, to negotiate execute and deliver on behalf and in the name of this Company, the Commercial Lease, (b) that such authorization has not been revoked and continues in full force and effect, (c) that the execution of such documents by such officer shall be conclusive evidence of his/her approval thereof and (d) this Lease and such other documents constitute legal and binding obligations of the Company. IN WITNESS WHEREOF, I have affixed my name as MEMBER of the Company on the date set forth below.

Printed Name	Signature	Date
>PATRICIA D. OLSEN	[redacted]	3/22/12

DELIVERY AND ACCEPTANCE CERTIFICATE

Re: MONTEZUMA RIMROCK WATER COMPANY LLC Lease No.:

To Lessor: NILE RIVER LEASING, L.L.C.

All of the items referred to in the above-referenced Lease have been delivered to and have been received by the undersigned. All installation or other work necessary prior to the use thereof has been completed. Said equipment has been examined and/or tested and is in good operating order and condition, and is in all respects satisfactory to the undersigned and is as represented. Said equipment has been accepted by the undersigned and complies with all terms of the Lease.

In the future, even if the equipment fails to perform as expected or represented, we will continue to honor the above-referenced Lease by continuing to make our periodic payments in the normal course of business, and we will look solely to the seller or manufacturer for the performance of all covenants and warranties. In addition, we agree to indemnify and hold harmless and defend the Lessor from such nonperformance of all the aforementioned equipment.

We acknowledge the Lessor is neither the manufacturer, distributor, or seller of all the equipment and has no control, knowledge, or familiarity with the conditioning, capacity, functioning, or other characteristics of the equipment.

NOTICE TO THE LESSEE: DO NOT SIGN THIS ACCEPTANCE UNTIL THE EQUIPMENT HAS BEEN DELIVERED, ASSEMBLED, INSTALLED AND ACCEPTED BY YOU AS SATISFACTORY IN ALL RESPECTS: PAYMENT TO THE SUPPLIER WILL NOT BE MADE UNTIL THIS NOTICE IS SIGNED AND RETURNED TO THE LESSOR.

EQUIPMENT: 1 – ARSENIC BUILDING PLANT – BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

By: [redacted] Title: MANAGING MEMBER Date: 5/10/2012

Patricia D. Olsen

PHONE # (928) 592-9211 CELL # (928) 300-3291

EMAIL: Patsy @ MontezumaWater.com

I hereby authorize _____, _____ (title) to verbally verify my/our acceptance of the above-referenced equipment in my absence.

PHONE # (____) _____

3824-0

EXHIBIT C

Arsenic

ARIZONA CORPORATION COMMISSION

FINANCING APPLICATION

Montezumza Rimrock Water Company LLC
UTILITY NAME

W-04254A-12-0204 et. al.
DOCKET NO(S)

You must complete ALL items in the application according to the instructions provided. If you have any questions regarding the application please call (602) 542-4251 for Staff assistance.

IN ORDER TO PROCESS YOUR APPLICATION
PLEASE FORWARD THE ORIGINAL
AND THIRTEEN COPIES OF THE
APPLICATION PLUS
THREE PACKETS OF THE SUPPORTING
DOCUMENTATION TO:

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL CENTER
1200 WEST WASHINGTON STREET
PHOENIX, ARIZONA 85007

Application for financing approval pursuant to ARS 40-301 and 40-302 information:

1. Montezuma Rimrock Water Company, LLC
   Patricia D. Olsen, Manager
   3031 E. Beaver Creek Road, Rimrock, AZ 86335
   928-592-9211

2. Statutory Agent:
   Patricia D. Olsen
   3031 E. Beaver Creek Road, Rimrock, AZ 86335
   928-592-9211

3. Promissory Note
   Financial Pacific Leasing, LLC
   Proposal Submittal: $38,000
   Arsenic Treatment System

4. The Finance Application is within the corporate powers of the applicant and compatible with the public interest. The Arsenic Treatment System is necessary for the treatment of water to meet the EPA drinking water standards.

COMPANY NAME Montezuma Rimrock Water Company LLC Test Year Ended: 2011

COMPARATIVE STATEMENT OF INCOME AND EXPENSE

Acct. No.	OPERATING REVENUES	PRIOR YEAR	CURRENT YEAR
461	Metered Water Revenue	$ 101961	$
460	Unmetered Water Revenue		
474	Other Water Revenues		
	TOTAL REVENUES	$ 101961	$ 101276
	OPERATING EXPENSES		
601	Salaries and Wages	$ 14802	$
610	Purchased Water	994	686
615	Purchased Power	6600	6064
618	Chemicals	610	711
620	Repairs and Maintenance	19490	8047
621	Office Supplies and Expense	9620	13160
630	Outside Services	7132	15890
635	Water Testing	2675	1000
641	Rents	5800	7983
650	Transportation Expenses	9279	9352
657	Insurance – General Liability	5897	4948
659	Insurance - Health and Life	3902	1597
666	Regulatory Commission Expense – Rate Case	1870	886
675	Miscellaneous Expense	2675	2477
403	Depreciation Expense	10935	7367
408	Taxes Other Than Income	9020	10291
408.11	Property Taxes	3484	3098
409	Income Tax		
	TOTAL OPERATING EXPENSES	$ 114705	$ 93537
	OPERATING INCOME/(LOSS)	$ <12824>	$ 7739
	OTHER INCOME/(EXPENSE)		
419	Interest and Dividend Income	$	$
421	Non-Utility Income		
426	Miscellaneous Non-Utility Expenses	<292>	
427	Interest Expense	<2244>	<2773>
	TOTAL OTHER INCOME/(EXPENSE)	$ <2536>	$ <2773>
	NET INCOME/(LOSS)	$ <15360>	$ 4946

COMPANY NAME Montezuma Rimrock Water Company LLC Test Year Ended: 2012

BALANCE SHEET

Acct No.	ASSETS	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT AND ACCRUED ASSETS		
131	Cash	$ 1514	$ 1894
134	Working Funds		
135	Temporary Cash Investments		
141	Customer Accounts Receivable		
146	Notes/Receivables from Associated Companies		
151	Plant Material and Supplies	377	377
162	Prepayments		
174	Miscellaneous Current and Accrued Assets		
	TOTAL CURRENT AND ACCRUED ASSETS	$ 1891	$ 2271
	FIXED ASSETS		
101	Utility Plant in Service	$ 529342	$ 547477
103	Property Held for Future Use		
105	Construction Work in Progress		155
108	Accumulated Depreciation – Utility Plant	<220868>	<234721>
121	Non-Utility Property		
122	Accumulated Depreciation – Non Utility		
	TOTAL FIXED ASSETS	$ 306474	$ 312911
	TOTAL ASSETS	$ 310365	$ 315182

NOTE: The Assets on this page should be equal to **Total Liabilities and Capital** on the following page.

COMPANY NAME Montezuma Rimrock Water Company LLC	Test Year Ended: 2011

BALANCE SHEET (CONTINUED)

Acct. No.	LIABILITIES	BALANCE AT BEGINNING OF YEAR	BALANCE AT END OF YEAR
	CURRENT LIABILITES		
231	Accounts Payable	$ 2000	$
232	Notes Payable (Current Portion)		
234	Notes/Accounts Payable to Associated Companies		
235	Customer Deposits	26855	32163
236	Accrued Taxes		
237	Accrued Interest		
241	Miscellaneous Current and Accrued Liabilities		
	TOTAL CURRENT LIABILITIES	$ 27055	$ 32163
	LONG-TERM DEBT (Over 12 Months)		
224	Long-Term Notes and Bonds	$ 20611	$ 17728
	DEFERRED CREDITS		
251	Unamortized Premium on Debt	$	$
252	Advances in Aid of Construction	28575	30986
255	Accumulated Deferred Investment Tax Credits		
271	Contributions in Aid of Construction	252556	257742
272	Less: Amortization of Contributions	<73388>	<36891>
281	Accumulated Deferred Income Tax		
	TOTAL DEFERRED CREDITS	$ 207743	$ 251837
	TOTAL LIABILITIES	$ 263309	$ 301726
	CAPITAL ACCOUNTS		
201	Common Stock Issued	$	$
211	Paid in Capital in Excess of Par Value		
215	Retained Earnings	4712	11901
218	Proprietary Capital (Sole Props and Partnerships)	40444	1555
	TOTAL CAPITAL	$ 45156	$ 13456
	TOTAL LIABILITIES AND CAPITAL	$ 310365	$ 315182

LEASE AGREEMENT

For internal use only.

This document is subject to a security interest in favor of Wells Fargo Capital Finance, LLC as Collateral Agent for the Secured Parties

LEASE #: 796680.001

LESSEE

MONTEZUMA RIMROCK WATER COMPANY LLC
BILLING ADDRESS:
PO BOX 10
RIMROCK, AZ 86335
COUNTY: YAVAPAI

VENDOR/SUPPLIER

KEVLOR DESIGN GROUP, LLC
430 FITZGERALD PLACE
ATLANTA, GA 30349

EQUIPMENT DESCRIPTION (Attach separate Equipment List if needed) ☒ new ☐ used

SEE EQUIPMENT LIST

EQUIPMENT LOCATION. Complete only if Equipment will not be located at Lessee's address above.

ADDRESS: 4599 E. GOLDMINE RD., RIMROCK, AZ 86335

SCHEDULE OF LEASE PAYMENTS

Lease Term (Months)	Number of Payments	Amount of Each Lease Payment: Rental	Tax	Total Payment	X Number Prepayment(s)	+ Administrative Fee	+ Security Deposit	= Initial Amount Due	Option Price/ Guaranteed Purchase
60	60	$1,058.18	$77.78	$1,135.96	2	$420.00	$0.00	$2,691.92	$1.00

Payment Due Date ☐ 1st ☒ 15th

Pro rata rental is calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total. Pro rata rental is billed on your first invoice.

THIS LEASE AGREEMENT ("Lease") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

THIS LEASE, WHICH CONSISTS OF 5 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted]

PATRICIA D. OLSEN, MEMBER AND INDIVIDUALLY

5/2/2012

(Date)

LESSOR: FINANCIAL PACIFIC LEASING, LLC

By [redacted]

(Signature Only)

[redacted]

(Title)

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED

Lessor, hereby Leases to Lessee, and Lessee hereby hires and takes from Lessor all property described in this Lease or hereafter and made a part hereof (collectively, together with any substitutions or replacements thereto, the "Equipment").

1. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.

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2. LESSEE REPRESENTATIONS. Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment or any matter by the Supplier shall in any way effect Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease. Lessee represents that its exact legal name, state of formation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Lessor.

3. STATUTORY FINANCE LEASE. Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT SUCH SUPPLIER FOR A DESCRIPTION OF ANY SUCH RIGHTS.

4. ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. APPLICABLE LAW AND VENUE. ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND LOCATION FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN KING COUNTY, STATE OF WASHINGTON. LESSEE WAIVES THE RIGHT OF JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

6. NO WARRANTY. Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-508 through 2A-522, including, but not limited to, Lessee's right to (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) deduct from rental payments all or any part of any claimed damages resulting from Lessor's default under the Lease; (d) recover from Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require Lessor to sell, re-lease, or otherwise use or dispose of the Equipment in mitigation of Lessor's damages or that may otherwise limit or modify any of Lessor's rights or remedies hereunder.

7. TERM. The initial term of this Lease is set forth on the first page of this Lease. The term begins on the earlier of the following dates: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. END OF TERM OPTIONS. If the option exists and so long as no Event of Default exists, Lessee may, at the end of the original or any renewal term, purchase all (but not less than all) the Equipment by paying the option price set forth in the Schedule of Lease Payments plus any applicable taxes and fees. If option price is designated as a Guaranteed Purchase, Lessee shall be required to purchase the Equipment, rather than have an option to do so. If no option price is indicated, Lessor will use its reasonable judgment to determine the Equipment's fair market value. Upon payment of the Fair Market Value price and applicable taxes and fees, Lessor's interest in the Equipment shall terminate and Lessee shall accept the Equipment "AS IS, WHERE IS" without any representation or warranty whatsoever.

9. LEASE PAYMENT; SECURITY DEPOSIT. The lease payments for the Equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the Equipment Acceptance Date. Lessee shall pay Lessor said lease payments on or before the due date, at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayments then applied to the last month(s) rental(s). Any security deposit shall remain as security for performance of all the terms and conditions of this Lease. In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rental called for and fully performed all other provisions of this Lease, Lessor will return to Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

10. LATE CHARGES AND COLLECTION CHARGES. A late charge of 10% of the total monthly lease payment, or $10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

11. LOCATION AND USE OF EQUIPMENT. Lessee shall keep the equipment at the location designated in the Lease, unless Lessor, in writing, permits its removal. The Equipment shall be used solely in the conduct of Lessee's business. Lessee shall notify Lessor if equipment is used for transporting or storing product considered hazardous material. Lessee warrants that Equipment is leased for commercial or business purposes and not for consumer, personal, home or family purposes.

12. SURRENDER OF EQUIPMENT. At the expiration of the term of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this Lease or in the event of an option price pursuant to paragraph 8 of this Lease, Lessee at its expense shall return the Equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. WARNING: FAILURE TO RETURN THE EQUIPMENT MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY LESSOR.

13. NOTICES. Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, or P.O. Box 4588, Federal Way, WA 98063; or to Lessee at Lessee's address set forth above or at such other address as a party may provide in writing from time to time. Any notices required by this Lease shall be deemed to be delivered when a record properly directed to the

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intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered.

14. LIABILITY AND INDEMNITY; LOSS AND DAMAGE. Lessee shall indemnify and hold Lessor harmless from liability expense of every kind or nature from whatever cause, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment and from all liability on account of any claim for personal injury, death, or property damage to any person or party whatsoever, including Lessee, arising out of the manufacture, selection, operation, use, maintenance, or delivery of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value provided, however, at Lessee's option, the remaining obligation under this Lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the Equipment at the expiration of this Lease, and other amounts due under the Lease, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as expressly provided in this paragraph, total or partial destruction of any of the Equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

15. INSURANCE. Lessee, at its own expense, shall keep the Equipment insured for the full term of this Lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than $500,000 unless lessor specifies an increased amount due to the equipment location or use of equipment (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing the Equipment defined by Lessor as "mobile Equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverage. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee such party who may have a security interest in the Equipment. Lessee agrees that any dispute regarding insurance charges will be determined by arbitration conducted under the rules of the American Arbitration Association in Seattle, Washington.

16. LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC. Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the Equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessor shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Lessor deems reasonable to protect Lessor's interests. Lessee understands that, if Lessor secures insurance on the Equipment the insurance may not name Lessee as an insured and may not fully protect Lessee's interests. Lessee agrees that, if Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. Lessee agrees that, in addition to the premium the insurance charge Lessee is required to pay Lessor will include an interest charge, administrative and processing fees, which will result in profit to Lessor and its agents. All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. The parties agree that any claim, dispute, or controversy regarding insurance or any fee charged by Secured Party for securing insurance or for any other action taken by Secured Party under this Agreement will, upon demand by either party, be submitted to binding arbitration conducted by the American Arbitration Association in Seattle, Washington; provided however, such agreement does not authorize class arbitration or entitle any party to bring third parties or other claims into this arbitration proceeding. This agreement to arbitrate certain claims does not limit the right of any party to commence or continue any legal action with respect to other claims arising under this Agreement.

17. AUTHORITY TO SIGN. If Lessee is a Limited Liability Company ("LLC"), partnership or corporation, the person signing the Lease on behalf of such LLC, partnership or corporation hereby warrants that (a) he has full authority from the LLC, partnership or corporation to sign this Lease and obligate the LLC, partnership or corporation.

18. DEFAULT REMEDIES.

a) An event of default shall occur if:

(1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;

(2) Lessee shall fail to perform or observe any covenant, condition, or obligation to be performed or observed by it hereunder and such failure continues unpaid for fifteen (15) days;

(3) Lessee or any guarantor has made any misleading or false statement or representation in connection with application for performance of this Lease;

(4) Lessee or any guarantor becomes insolvent or is the subject of a petition in bankruptcy or under any other insolvency law or law providing for relief of debtors, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment becomes subjected to a suit for the appointment of a receiver, or any action is taken for the dissolution of Lessee, if Lessee be a corporation;

(5) If the Equipment is seized or levied upon under any legal or governmental process;

(6) Lessee attempts to remove, sell, transfer, encumber, part with possession or subjet the Equipment or any item thereof without first obtaining Lessor's consent;

(7) Lessee or any guarantor defaults in the performance of any obligation owed to Lessor under the provisions of any other agreement with the Lessor,

b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:

(1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;

(2) Cause Lessee, at Lessee's expense, promptly to return any or all of the Equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the Equipment may be found and take possession of or remove the same, whereupon all rights of Lessee in the Equipment shall terminate absolutely; and

(I) Retain the Equipment and all lease payments made hereunder, or

(II) Retain all prior lease payments and sell the Equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of Equipment at the expiration of the lease term, charges for retaking, storage, repairing and reselling the Equipment, reasonable attorney's fees incurred by Lessor and other amounts due under the Lease in such order as Lessor in its sole discretion shall determine. Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be

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paid to whosoever may be lawfully entitled to receive the same; or

(iii) Retain the Equipment and all prior payments, with Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for retaking and restoring Equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the Lease; or

(iv) Lease the Equipment for any portion thereof, for such period, rental and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the Equipment against obligations due from Lessee to Lessor hereunder, with Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by Lessor and the balance to be paid by Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this Lease and as reasonable return for the use of the Equipment and for the depreciation thereof.

(3) No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor. The forbearance on the part of Lessor to exercise any right or remedy available hereunder in the event of Lessee's default, or Lessor's failure to demand punctual performance of any obligation of Lessee shall not be deemed a waiver (A) of any such right or remedy, or (B) the requirement of punctual performance, or (C) of any subsequent breach or default on the part of Lessee.

19. **ATTORNEY'S FEES AND EXPENSE.** In the event Lessor is required to retain an attorney to assist in the enforcement of its rights under this Lease, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

20. **OPERATION, MAINTENANCE AND REPAIR.** Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the Equipment. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the Equipment in proper working condition, using as a guide the maintenance program described in the owner's manual, if any, for each item of Equipment and shall perform all maintenance required to insure full validation of a manufacturer's warranty on the Equipment. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the Equipment. No Equipment shall be used contrary to its intended use, or the provisions of any insurance policy covering the Equipment.

21. **TAXES.** Lessee shall pay and discharge all sales, use, property and other taxes now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will submit written evidence of the payment at Lessor's request. Sales or use tax due on rental payments shall be due at the same time as the rental payment. For those property taxes required to be filed by Lessor, Lessor will include the Equipment as property in the possession of Lessee for purposes of tax assessments. A processing fee of the greater of $10.00 or 10% of the tax will be collected from Lessee for managing the payment of any taxes which are the responsibility of Lessee. Upon termination of the Lease, Lessee will pay Lessor personal property taxes, reasonably estimated, for every year assessed by the taxing authority but unpaid as of termination. In the event that the actual personal property tax bill is within $500 of such estimate, then Lessor shall not seek reimbursement from Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds $500, Lessor shall refund or Lessee shall remit the entire difference.

22. **LESSOR'S ASSIGNMENT.** Lessor may assign all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this Lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the Equipment may be subject to a security interest which is prior to Lessee's interest in the Equipment.

23. **TITLE; LESSEE'S INTEREST; GRANT OF SECURITY INTEREST.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment is, and shall at all time be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property. Lessee shall keep the equipment free of any liens, claims or encumbrances other than those in favor of Lessor. Lessee shall obtain the necessary permission from the owner of any real property where the Equipment is to be affixed to the realty or be deemed a fixture in order that the Equipment shall at all times be severable and removable there from by Lessor, free of any right, title, claim or interest of the property owner and of Lessee except as herein provided. In addition to all of the other rights of Lessor under this Lease, Lessee grants to Lessor a security interest in and to the Leased Property and all proceeds thereof (including insurance proceeds) as security for performance of all of Lessee's obligations to Lessor of every kind and nature, now existing or hereafter arising, including, but not limited to, Lessee's obligations under this Lease and under any other agreement with Lessor.

24. **LIMITED PREARRANGED AMENDMENTS; AUTHORIZATION; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend this Lease to correct an obvious error or to reflect a change in one or more of the following: (a) Lessor's actual cost of procuring the Equipment, or (b) Lessor's actual cost of providing the equipment to Lessee, or (c) a change in rental payments as a result of (a) or (b) above or (d) description of the Equipment, Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease hereto as if originally set forth. Lessee further grants to Lessor a specific power of attorney for Lessor to sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

25. **FINANCIAL STATEMENTS; CREDIT REPORTS.** Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee. Lessee authorizes Lessor, its successors, assigns and prospective assigns, to obtain a personal credit profile on Lessee or any guarantor from any credit reporting company.

26. **MISCELLANEOUS.** Lessee will not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereto to indicate Lessor's ownership. Lessor and Lessee agree that facsimile signatures on any document pertaining to this lease agreement shall be accepted by Lessor, Lessee and all guarantors as binding and enforceable and to have the same force and effect as original signatures. Lessee authorizes Lessor to communicate with Lessee through electronic means. All Lessee email addresses provided to Lessor will be confidential, and will not be shared, sold or spammed. Delinquent lease installments and other sums due under this Lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. If there is more than one Lessee, Lessor may, with the consent of any one of the Lessees, modify, extend, or change any one of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Lease.

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GUARANTEE

To induce Lessor to enter into a Lease with or otherwise extend financial accommodations to MONTEZUMA RIMROCK WATER COMPANY LLC ("Lessee"), the undersigned Guarantor unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor. Lessor shall not be required to proceed against the Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned waives notice of acceptance hereof and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors or any collateral therefore without notice and without in any way releasing the undersigned from his or her obligations hereunder. Guarantor waives any right to require Lessor to apply payments in a certain manner and acknowledges that Lessor may apply payments received in the fashion most advantageous to Lessor. Furthermore, Guarantor waives any and all claims against Lessee, by subrogation or otherwise, until such time as Lessee's obligations to Lessor are fully and finally satisfied. This is a continuing guarantee and shall not be discharged, impaired or affected by death of the undersigned or the existence or nonexistence of Lessee as a legal entity. This continuing Guarantee shall bind the heirs, administrators, representatives, successors, and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor.

The provisions of the Guarantee shall extend to and apply to all the obligations of Lessee to Lessor, now existing or hereafter made, incurred or created, however arising, and whether set forth in separate agreements, schedules, applications, orders or collateral documents. The execution of this Lease Guarantee shall not extinguish, release or waive any existing obligations, promises, or guarantees of Guarantor for the benefit of Lessor. The undersigned agrees to pay a reasonable attorney's fee, and all other costs and expenses incurred by Lessor or its successors or assigns in the enforcement of the Guarantee, whether or not a lawsuit is started.

The undersigned personal guarantor consents to Financial Pacific Leasing, LLC obtaining a consumer credit report on the undersigned from time to time in the credit evaluation and review process.

Law Which Applies. THIS AGREEMENT IS GOVERNED BY WASHINGTON LAW. EACH GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THIS GUARANTEE AND AGREES THAT ALL LAWSUITS COMMENCED BY A GUARANTOR AGAINST LESSOR MUST BE FILED IN SUCH COURTS. AT LESSOR'S SOLE OPTION, VENUE (LOCATION) FOR ANY PROCEEDING SHALL LIE IN KING COUNTY, STATE OF WASHINGTON. EACH GUARANTOR WAIVES THE RIGHT TO A JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING PROPER JURISDICTION.

This Guarantee and each of its provisions may be waived or modified only by record signed by Lessor. Lessor's waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder. If any provision of this Guarantee shall be determined to be unenforceable, then such provision shall be severed from this Guarantee without affecting any other provision of the Guarantee which shall remain fully enforceable.

[redacted] (No Title) X [redacted] (No Title)

Date 3/22/12 Social Security # [redacted] Date [redacted] Social Security # [redacted]

Home Phone # [redacted] Home Phone # [redacted]

X (No Title) X (No Title)

Date Social Security # Date Social Security #

Home Phone # Home Phone #

DELIVERY AND ACCEPTANCE AUTHORIZATION

Lessee's signature authorizes Lessor to verify by phone with a representative of Lessee the date the Equipment was accepted by the Lessee; the Equipment description, including the serial numbers; the schedule of lease payments; that all necessary installation has been completed; that the Equipment has been examined by Lessee and is in good operating order and condition and is in all respects satisfactory to Lessee and that Equipment is accepted by Lessee for all purposes under the Lease. This information will be recorded on an Inspection/Verification Certificate, a copy of which will be forwarded to Lessee upon completion by Lessor. Lessee hereby authorizes Lessor to either insert or correct the Lessor and/or Vendor name(s), Equipment description, Equipment location and schedule of Lease payments. Lessee hereby authorizes Lessor to make payment to the Vendor upon completion of the Inspection/Verification Certificate.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted] Date: 3/22/12

MEMBER AND INDIVIDUALLY

PUBLIC NOTICE
OF
AN APPLICATION FOR AN ORDER

AUTHORIZING THE ISSUANCE OF Promissory Note (security)
BY Montezuma Rimrock Water Company LLC (MRWC) (company)

MRWC ("Company") filed an Application with the Arizona Corporation Commission ("Commission") for an order authorizing Applicant to issue $38,000 (gross proceeds) of Promissory Note (security to be issued). The application is available for inspection during regular business hours at the office of the Commission in Phoenix, Arizona, and the Company's offices in Rimrock, Arizona.

Intervention in the Commission's proceedings on the application shall be permitted to any person entitled by law to intervene and having a direct substantial interest in this matter. Persons desiring to intervene must file a Motion to Intervene with the Commission which must be served upon applicant and which, at a minimum, shall contain the following information:

1. The name, address and telephone number of the proposed intervenor and of any person upon whom service of documents is to be made if different than the intervenor.

2. A short statement of the proposed intervenor's interest in the proceeding.

3. Whether the proposed intervenor desires a formal evidentiary hearing on the application and the reasons for such a hearing.

4. A statement certifying that a copy of the Motion to Intervene has been mailed to Applicant.

The granting of Motions to Intervene shall be governed by A.A.C. R14-3-105, except that all Motions to Intervene must be filed on, or before, the 15th day after this notice.

ORIGINAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

2012 OCT 25 P 4: 51

AZ CORP COMMISSION
DOCKET CONTROL

COMMISSIONERS

GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS

IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO INSTALL A WATER LINE FROM THE WELL ON TIEMANN TO WELL NO. 1 ON TOWERS	DOCKET NO. W-04254A-12-0204
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING TO PURCHASE THE WELL NO. 4 SITE AND THE COMPANY VEHICLE	DOCKET NO. W-04254A-12-0205
IN THE MATTER OF THE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC FOR APPROVAL OF FINANCING FOR AN 8,000 GALLON HYDRO-PNEUMATIC TANK	DOCKET NO. W-04254A-12-0206
IN THE MATTER OF THE RATE APPLICATION OF MONTEZUMA RIMROCK WATER COMPANY, LLC.	DOCKET NO. W-04254A-12-0207

Insufficiency Submittals & Amendments

Montezuma Rimrock Water Company LLC hereby submits the insufficiencies and amendments to its Rate Case Application.

Patricia D. Olsen

Arizona Corporation Commission
DOCKETED
OCT 25 2012
DOCKETED BY

EXHIBIT
A-23
ADMITTED

Montezuma Rimrock Water Co LLC

P.O. Box 10
Rimrock, AZ 86335
928-592-9211

October 20, 2012

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

Attached are the Statements in Support of Rate Request, Current and Proposed Rates and Charges, and the Narrative Description of Application for Rate Adjustment. These attached notices were mailed via First Class U.S. Mail on October 12, 2012.

Patricia D. Olsen, Manager

DATED the 20th day of October, 2012

SUBSCRIBED AND SWORN to before me on this 20th day of October, 2012

NOTARY PUBLIC

My Commission Expires 04/24/15

ADAM SIEGERT
Notary Public
Coconino County, Arizona
My Comm. Expires 04-24-15

Company Name: Montezuma Rimrock Water Company LLC	Test Year Ended: 2011

CURRENT AND PROPOSED RATES AND CHARGES

CUSTOMER CLASS: [X] Residential [ ] Commercial [ ] Industrial

[ ] Irrigation [ ] All [ ] Other, specify _____

MINIMUM OR SERVICE CHARGES	CURRENT RATES $ GALLONS	PROPOSED RATES $ GALLONS
5/8" x 3/4" Meter	27.25 for 0	57.25 for 0
3/4"Meter	40.88for0	70.88 for0
1" Meter	68.13 for0	98.13 for0
1-1/2" Meter	136.25for0	166.25for0
2" Meter	218.00 for0	238.00 for0
3" Meter	436.00 for0	466.00 for0
4" Meter	681.00 for0	711.00 for0
6" Meter	1362.50 for0	1392.50 for0

GALLONS IN EXCESS OF MINIMUM	Current Rates		Proposed Rates	
Commodity Charge in Excess of Minimum (Charge Per 1,000 Gallons)	Rate	Gallons	Rate	Gallons
First Tier	$ 1.50	Up to 4000___	$ 2.00	Up to 4000___
Second Tier	$ 2.50	4001 to10000_	$ 3.00	4001 to10000_
Third Tier	$ 4.00	Over _10000_	$ 4.50	Over _10000_
FLAT RATE	$	Per Month	$	Per Month

Note: If rates and charges vary across customer classes, duplicate the form and complete one for each rate class. (e.g., residential, commercial) unless "All" is checked.

STATEMENTS IN SUPPORT OF RATE REQUEST

Complete the following statements in support of your rate request.

__Montezuma Rimrock Water Company LLC___(the "Company") is required to submit a Rate Case Application per Decision No. 71317. The information contained in this application is based upon a twelve-month Test Year ending _12/31/11__(mm/dd/yy). The Company had total operating revenues of $__101,276__, served _202__ metered and _0_ un-metered (from page 19) customers, and **sold** _____12769 thousand_____ gallons of water during the Test Year. (from page 18)

The Company is requesting a(n) increase/decrease in revenues in the amount of $__76,800_____. This equates to a rate increase of ~$32.00 per customer per month.

Total annual operating revenues, if the Company is granted the rate adjustment, will be $__178,076_____.

The Company is current on all property taxes.	[X]	YES	[ ]	NO
The Company is current on all sales taxes. (Please see checklist item 2 on page 1.)	[X]	YES	[ ]	NO
The Company currently has a Curtailment Plan Tariff on file with the Commission	[X]	YES	[ ]	NO
The Company currently has a Backflow Prevention Tariff on file with the Commission.	[X]	YES	[ ]	NO

The Company will notify its customers of its application for a rate adjustment on _11/1/12_____(mm/dd/yy). **A COPY OF THE NOTICE WITH A NOTARIZED COVER LETTER STATING THE METHOD OF CUSTOMER NOTIFICATION, AS WELL AS THE DATE OF THE NOTIFICATION, MUST BE ATTACHED. MRWC will file the notice once the mailing has been distributed.**

By completing this application in support of the Company's request for a rate adjustment, the Company realizes that Original Cost Less Depreciation ("OCLD") plant information will be used to determine the fair value rate base, i.e., the Company waives the right to Reconstruction Cost New.

[X] Efforts made to encourage conservation of water through the proposed rate design or through other means

Please explain:

MRWC has a public service announcement which periodically airs on the local radio station and a conservation sign located at Kramer Dr. and Beaver Creek Road in Rimrock.

[X] Other factors

Please explain:

Per Decision 71317, MRWC was required to submit a Rate Case Application to ACC by May 31, 2012.

Attach additional pages as necessary.

[X] Other factors – JD Legal Surcharge

Please explain:

Addition of Legal Fees Surcharge to customers. MRWC is requesting a surcharge designated JD Legal Surcharge. MRWC seeks a legal fee surcharge for cost recovery pertaining to legal feeds due to John Dougherty and his intervention since January, 2010. MRWC has incurred legal fees in order to protect itself from John Dougherty and his threat, "I make no bones about attacking their company. I want it to be shut down." John Dougherty has harassed, made false allegations, and filed charges against MRWC in order to prevent it from moving forward in the construction of its arsenic treatment system and the ability to provide an alternative source of water. John Dougherty has consistently abused regulatory agencies in efforts to destroy a Hispanic woman owned business. Total legal fees with respect to the intervention of John Dougherty amounts to $47298.09 over a three year period. MRWC is seeking a surcharge of $6.57 per month per customer for legal fees. Included on the following pages are the invoices and statements with respect to the legal fees incurred.

LEASE AGREEMENT

Lessor: NILE RIVER LEASING, L.L.C. 9526 N. 46TH ST. PHOENIX, AZ 85028 Ph. (480) 607-6800 Toll Free (888) 607-6800	Lease Number >

Full Legal Name and Place of Business of Lessee	Place of incorporation or organization or, if an individual, location of principal residence.
> MONTEZUMA RIMROCK WATER COMPANY LLC > PO BOX 10 > RIMROCK, AZ 86335	> > ARIZONA

Quantity	Description, Model #, Catalog #, Serial #, or other Identification
Equipment Leased	> 1 – ARSENIC BUILDING PLANT BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10 FEET
Equipment Location if Different	>4599 E. GOLDMINE RD., RIMROCK, AZ 86335

Terms	Amount of Each Payment (plus Sales or Use Tax, if applicable)	☒ Monthly ☐ Other Specify:	Terms of Lease	No. of Payments	Advanced Payment/Security Deposit
>	> $ 342.09		>36	> 36	> $ 734.46

TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the equipment and other property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed thereto (hereinafter referred to as the "Equipment").

2. ACCEPTANCE OF EQUIPMENT. Lessee agrees to inspect the Equipment and to execute an Acknowledgement and Acceptance of Equipment by Lessee notice, as provided by Lessor, after the Equipment has been delivered and after Lessee it satisfied that the Equipment is satisfactory in every respect. Lessee hereby authorizes Lessor to insert in this Lease serial numbers or other *identifying data with regard to the Equipment.*

3. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees by his signature below as follows: (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT; (b) Lessee has fully inspected the Equipment which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction; (c) Lessee leases the Equipment "as is" and with all faults; (d) Lessee specifically acknowledges that the Equipment is leased to Lessee solely for commercial or business purposes and not for personal, family, household, or agricultural purposes; (e) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and (f) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.

4. ASSIGNMENT BY LESSEE PROHIBITED. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. COMMENCEMENT; RENTAL PAYMENTS: INTERIM RENTALS. This Lease shall commence upon the written acceptance hereof by Lessor and shall end upon the full performance and observance by Lessee of each and every term, condition and covenant set forth in this Lease, any Schedules hereto and any extensions hereof. Rental payments shall be in the amounts and frequency as set forth on the face of this Lease or any Schedules hereto. In addition to regular rentals, Lessee shall pay to Lessor interim rent for the use of the Equipment prior to the due date of the first payment. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days elapsing between the date in which the Equipment is accepted by Lessee and the commencement date of this Lease, together with the number of days elapsing between commencement of the Lease and the due date of the first payment. The payment of interim rent shall be due and payable upon Lessee's receipt of invoice from Lessor. The rental period under the Lease shall terminate following the last day of the term stated on the face hereof or in any Schedule hereto unless such Lease or Schedule has been extended or otherwise modified, Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within ninety (90) days after Lessee signs this Lease.

THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE.

LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR OR BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, *OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN* THIS LEASE.

6. CHOICE OF LAW. This Lease shall not be effective until signed by Lessor at its principal office listed above, This Lease shall be considered to have been made in the State of Arizona and shall be interpreted in accordance with the laws and regulations of the State of Arizona. Lessee agrees to jurisdiction in the State of Arizona in any action, suit, arbitration or proceeding regarding this Lease. In the event of any legal action with regard to the Lease or the Equipment covered hereby, Lessee agrees that venue shall be maintained in Maricopa County, Arizona.

7. SECURITY DEPOSIT. As security for the prompt and complete payment of the amounts due under this Lease, and Lessee's complete performance of all its obligations under this Lease, and *any extension or renewal hereof, Lessee has deposited with Lessor the amount set forth in the section shown as "Security Deposit."* In the event any default shall be made in the performance of any Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the security deposit to the amount of any default, Lessee shall restore said security deposit to the full amount set forth above. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease, Lessor will return to the Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

8. LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY. In the event it is necessary to amend the terms of the Lease to reflects a change in one or more of the following conditions: (a) Lessor's actual cost of providing the Equipment to Lessee, or (b) A change in rental payments, or (c) Description of the Equipment, then Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, and unless within 15 days after the date of such letter Lessee objects in writing to Lessor, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee grants to Lessor a specific power of attorney for Lessor to use as follows: (i) Lessor may sign and file on Lessee's behalf any document Lessor deems necessary to perfect or protect Lessor's interest in the Equipment or pursuant to the Uniform Commercial Code; and (ii) Lessor may sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

9. LOCATION. The Equipment shall be kept at the location specified above, or, if none is specified, at Lessee's address as set forth above and shall not be removed without Lessor's prior written consent. Notwithstanding this provision, should Lessee change the location of the Equipment without first obtaining Lessor's consent, then Lessee shall immediately provide Lessor with the new location of the Equipment.

10. USE. Lessee shall use the Equipment in a careful manner, make as necessary repairs at Lessee's expense, shall comply with all laws relating to its possession, use, or maintenance, and shall not make any alterations, additions, or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

11. OWNERSHIP; PERSONALTY. The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Lease.

LESSEE ACKNOWLEDGEMENTS. *Lessee acknowledges the following: (a) Lessee's full and accurate legal name is as provided on page one of this Lease; (b) Lessee is a corporation* ( )/partnership ( )/individual ( ); (c) Lessee is (if an organization) duly organized, validly existing and in good standing under the laws of the jurisdiction set forth on page one of this Lease.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted]

Date: 3/22/12

LESSOR: NILE RIVER LEASING, L.L.C.

[redacted]

Date: 3/22/12

3824-0

12. SURRENDER. By this Lease, Lessee acquires no ownership rights in the Equipment, and has no option to purchase same unless said option is incorporated herein by an attached Rider. Upon the expiration or earlier termination or cancellation of this Lease, or in the event of a default under Paragraph 20 hereof, Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify.

13. RENEWAL. As the expiration of the Lease, Lessee shall return the Equipment in accordance with Paragraph 12 hereof. At Lessor's option, this Lease may be continued on a month-to-month basis until 30 days after Lessee returns the Equipment to Lessor. In the event the Lease is so continued, Lessee shall pay to Lessor rentals in the same periodic amounts as is indicated under the section entitled Amount of Each Payment above.

14. LOSS AND DAMAGE. Lessee shall at all times after signing the Lease bear the entire risk loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease, in the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair as Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed; or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following: (a) Replace the same with like equipment in good repair, acceptable to Lessor; or (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss; (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item; discounted to present value at a discount rate of 6% as of the date of loss; and (iii) the Lessor's estimate as of the time the Lease was entered into of Lessor's residual interest in the Equipment, discounted to present value at a discount rate of 6%, as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to receive title to the Equipment without any warranties. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. INSURANCE; LIENS; TAXES. Lessee shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to the Lessor. Lessee also shall provide and maintain comprehensive general all-risk liability insurance including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result in or happen in connection with the condition, use, or operation of the Equipment, with such limits and an insurer satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by the paragraph Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit, if Lessee fails to provide the insurance, Lessor will have the right, but no obligation, to have such insurance protecting Lessor and at Lessee's expense. Such placement will result in an increase in Lessee's periodic payments, the increase being attributed to Lessor's costs of obtaining such insurance and any customary charges or fees of Lessor's or its designee associated with such insurance.

Lessee shall keep the Equipment free and clear of all levies, liens, and encumbrances. Lessee shall pay all charges and taxes (local, state, and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession, or use of the Equipment; excluding, however, all taxes on or measured by Lessor's net income. If Lessee fails to pay said charges or taxes, Lessor shall have the right, but shall not be obligated, to pay such charges or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee,

16. INDEMNITY. Lessee shall indemnify Lessor against any claims, actions, damages or liabilities, including all attorney fees incurred out of or connected with the Equipment, without limitation. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee waives any immunity Lessee may have under any industrial insurance act, with regard to indemnification of Lessor.

17. ASSIGNMENT BY LESSOR. Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consents to any assignment of the Lease by Lessor, and shall not assert against the assignee any defense, counterclaim, or setoff that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto,

18. SERVICE CHARGES; INTEREST. If Lessee shall fail to make any payment required by the Lease within 10 days of the due date thereof, Lessee shall pay to Lessor a service charge of 10% of the amount due per month, minimum 25.00 for each month that the payment remains delinquent. In addition, Lessee shall pay to Lessor any actual additional expenses incurred by Lessor in collection efforts, including but not limited to long-distance telephone charges and travel expenses. Lessee shall pay to Lessor interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 24% per annum.

19. TIME OF ESSENCE. Time is of the essence of the Lease, and the provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

20. DEFAULT. Lessee shall be in default if: (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; or (b) Lessee shall fail to observe, keep or perform any other provision of the Lease, and such failure shall continue for a period of 10 days; or (c) Lessee has made any misleading or false statement in connection with application for or performance of the Lease; or (d) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to the use Equipment without the prior written consent of Lessor; or (e) Lessee dies or ceases to exist; or (f) Lessee defaults on any other agreement it has with Lessor; or (g) Any guarantor of the Lease defaults on any obligation to Lessor; or any to the above listed events of default occur with respect to any guarantor or any such guarantor files or has filed against it a petition under the bankruptcy laws.

21. REMEDIES: If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and, without any court order or other process of law, may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of the Lease unless Lessor so notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof excepted, by delivering it, packed and ready for shipment, to such place as Lessor may specify; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may declare all sums due and to become due under the Lease immediately due and payable without notice or demand to Lessee; (e) Lessor may re-lease the Equipment, without notice to Lessee, to any third party, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment, without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser with respect to any exercise of Lessor of its right to recover and/or dispose of any Equipment or other collateral securing Lessee's obligations under this Lease, Lessee acknowledges and agrees as follows: (i) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other collateral for disposition, (ii) Lessor may comply with any applicable state or federal law requirements in connection with any disposition of the Equipment or other collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any disposition of such Equipment and/or other collateral; (f) Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under the Lease then accrued, all accelerated future payments due under the Lease, reduced to their present value using a discount rate of 6%, as of the date of default, plus Lessor's estimate at the time the Lessee was entered into of Lessor's residual interest in the Equipment, reduced to present value at a discount rate of 6%, as of the date of default, less the net proceeds of disposition, if any, of the Equipment; (g) To pursue any other remedy available at law, by statute or equity.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right of remedy.

22. MULTIPLE LESSEES. Lessor may, with the consent of any one of the Lessees hereunder, modify, extend, or change any of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under the Lease.

23. EXPENSE OF ENFORCEMENT. In the event of any legal action with respect to the Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

24. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; NO WAIVER. This instrument constitutes the entire agreement between Lessor and Lessee. No provision of the Lease shall be modified or rescinded unless in writing signed by a representative of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute waiver as to any other instance.

25. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

CERTIFICATE OF AUTHORITY

The undersigned, being the duly elected MEMBER of the Company named in the foregoing Lease, hereby certifies that: (a) PATRICIA D. OLSEN, in his/her capacity as MANAGING MEMBER of the Company, is authorized by the Bylaws or other organizational documents of the Company, or by a resolution duly adopted or other authorization properly given by the Board of Directors, the Managers, the Managing Member(s) or the Managing Partner(s) of the Company, as applicable, in accordance with the Bylaws or other organizational documents of the Company, to negotiate execute and deliver on behalf and in the name of this Company, the Commercial Lease, (b) that such authorization has not been revoked and continues in full force and effect, (c) that the execution of such documents by such officer shall be conclusive evidence of his/her approval thereof and (d) this Lease and such other documents constitute legal and binding obligations of the Company. IN WITNESS WHEREOF, I have affixed my name as MEMBER of the Company on the date set forth below.

Printed Name		Date
>PATRICIA D. OLSEN	[redacted]	3/22/12

DELIVERY AND ACCEPTANCE CERTIFICATE

Re: MONTEZUMA RIMROCK WATER COMPANY LLC Lease No.:

To Lessor: NILE RIVER LEASING, L.L.C.

All of the items referred to in the above-referenced Lease have been delivered to and have been received by the undersigned. All installation or other work necessary prior to the use thereof has been completed. Said equipment has been examined and/or tested and is in good operating order and condition, and is in all respects satisfactory to the undersigned and is as represented. Said equipment has been accepted by the undersigned and complies with all terms of the Lease.

In the future, even if the equipment fails to perform as expected or represented, we will continue to honor the above-referenced Lease by continuing to make our periodic payments in the normal course of business, and we will look solely to the seller or manufacturer for the performance of all covenants and warranties. In addition, we agree to indemnify and hold harmless and defend the Lessor from such nonperformance of all the aforementioned equipment.

We acknowledge the Lessor is neither the manufacturer, distributor, or seller of all the equipment and has no control, knowledge, or familiarity with the conditioning, capacity, functioning, or other characteristics of the equipment.

NOTICE TO THE LESSEE: DO NOT SIGN THIS ACCEPTANCE UNTIL THE EQUIPMENT HAS BEEN DELIVERED, ASSEMBLED, INSTALLED AND ACCEPTED BY YOU AS SATISFACTORY IN ALL RESPECTS. PAYMENT TO THE SUPPLIER WILL NOT BE MADE UNTIL THIS NOTICE IS SIGNED AND RETURNED TO THE LESSOR.

EQUIPMENT: 1 – ARSENIC BUILDING PLANT – BUILDING CONSTRUCTION WITH ELECTRICAL CONNECTION – SIZE: 10 X 20 X 10.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted] Title: MANAGING MEMBER Date: 5/10/2012

Patricia D. Olsen

PHONE # (928) 592-9211 CELL # (928) 300-3291

EMAIL: Patsy @ MontezumaWater.com

I hereby authorize _____, _____ (title) to verbally verify my/our acceptance of the above-referenced equipment in my absence.

PHONE # (____) _____

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LEASE AGREEMENT

For internal use only.

This document is subject to a security interest in favor of Wells Fargo Capital Finance, LLC as Collateral Agent for the Secured Parties

LEASE #: 796680.001

LESSEE

MONTEZUMA RIMROCK WATER COMPANY LLC
BILLING ADDRESS:
PO BOX 10
RIMROCK, AZ 86335
COUNTY: YAVAPAI

VENDOR/SUPPLIER

KEVLOR DESIGN GROUP, LLC
430 FITZGERALD PLACE
ATLANTA, GA 30349

EQUIPMENT DESCRIPTION (Attach separate Equipment List if needed) ☒ new ☐ used

SEE EQUIPMENT LIST

EQUIPMENT LOCATION. Complete only if Equipment will not be located at Lessee's address above.

ADDRESS: 4599 E. GOLDMINE RD., RIMROCK, AZ 86335

SCHEDULE OF LEASE PAYMENTS

Lease Term (Months)	Number of Payments	Amount of Each Lease Payment: Rental	Tax	Total Payment	X	Number Prepayment(s)	+	Administrative Fee	+	Security Deposit	=	Initial Amount Due	Option Price/ Guaranteed Purchase
60	60	$1,058.18	$77.78	$1,135.96		2		$420.00		$0.00		$2,691.92	$1.00

Payment Due Date ☐ 1st ☒ 15th

Pro rata rental is calculated as follows: (Monthly Rental Payment divided by 30 days = Daily Rate) x (# of Days Between Acceptance Date And First Payment Date) = Total. Pro rata rental is billed on your first invoice.

THIS LEASE AGREEMENT ("Lease") IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED HEREON AND ON THE FOLLOWING PAGES, ALL OF WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES HAVING READ. PLEASE READ CAREFULLY BEFORE SIGNING.

THIS LEASE, WHICH CONSISTS OF 5 PAGES, IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

LESSEE: MONTEZUMA RIMROCK WATER COMPANY LLC

[redacted]

PATRICIA D. OLSEN, MEMBER AND INDIVIDUALLY

5/2/2012

(Date)

LESSOR: FINANCIAL PACIFIC LEASING, LLC

[redacted]

By

(Signature Only)

[redacted]

(Title)

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED

Lessor, hereby Leases to Lessee, and Lessee hereby hires and takes from Lessor all property described in this Lease or hereafter and made a part hereof (collectively, together with any substitutions or replacements thereto, the "Equipment").

1. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between Lessor and Lessee. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding on Lessor. All prior conversations, agreements or representations related hereto and/or to the Equipment are integrated herein. No modification hereof shall be binding unless in writing and signed by Lessor.

CONTINUED ON FOLLOWING PAGES

2. **LESSEE REPRESENTATIONS.** Lessee acknowledges that no salesman or agent of the supplier of the equipment is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment or any matter by the Supplier shall in any way effect Lessee's duty to pay the Lease payments and perform its other obligations as set forth in this Lease. Lessee represents that its exact legal name, state of formation, location of its chief executive office and/or its place of residence as applicable have been correctly identified to Lessor.

3. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE IS ADVISED THAT IT MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT SUCH SUPPLIER FOR A DESCRIPTION OF ANY SUCH RIGHTS.

4. **ASSIGNMENT BY LESSEE PROHIBITED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTEREST THEREIN, OR SUBLEASE THE EQUIPMENT, OR PLEDGE OR TRANSFER THIS LEASE, OR OTHERWISE DISPOSE OF THE EQUIPMENT COVERED HEREBY.

5. **APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND LOCATION FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN KING COUNTY, STATE OF WASHINGTON. LESSEE WAIVES THE RIGHT OF JURY TRIAL. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION.

6. **NO WARRANTY.** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS FOR A PARTICULAR USE OR OTHERWISE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. In addition, Lessee waives any and all rights and remedies conferred by UCC 2A-508 through 2A-522, including, but not limited to, Lessee's right to (a) cancel or repudiate the Lease; (b) reject or revoke acceptance of the Equipment; (c) deduct from rental payments all or any part of any claimed damages resulting from Lessor's default under the Lease; (d) recover from Lessor any general, special, incidental, or consequential damages, for any reason whatsoever. Lessee further waives any and all rights, now or hereafter conferred by statute or otherwise, that may require Lessor to sell, re-lease, or otherwise use or dispose of the Equipment in mitigation of Lessor's damages or that may otherwise limit or modify any of Lessor's rights or remedies hereunder.

7. **TERM.** The initial term of this Lease is set forth on the first page of this Lease. The term begins on the earlier of the following dates: (a) the date Lessee requests Lessor to make payment to the Supplier; or (b) the Acceptance Date as indicated on the Inspection/Verification Certificate.

8. **END OF TERM OPTIONS.** If the option exists and so long as no Event of Default exists, Lessee may, at the end of the original or any renewal term, purchase all (but not less than all) the Equipment by paying the option price set forth in the Schedule of Lease Payments plus any applicable taxes and fees. If option price is designated as a Guaranteed Purchase, Lessee shall be required to purchase the Equipment, rather than have an option to do so. If no option price is indicated, Lessor will use its reasonable judgment to determine the Equipment's fair market value. Upon payment of the Fair Market Value price and applicable taxes and fees, Lessor's interest in the Equipment shall terminate and Lessee shall accept the Equipment "AS IS, WHERE IS" without any representation or warranty whatsoever.

9. **LEASE PAYMENT; SECURITY DEPOSIT.** The lease payments for the Equipment leased shall be in the amount designated in the schedule of payments and shall commence on the indicated payment due date immediately following the Equipment Acceptance Date. Lessee shall pay Lessor said lease payments on or before the due date, at the office of Lessor or to such other person or place as Lessor may designate in writing. Lessee agrees to pay pro rata rental (based on the monthly lease payments) for the period from the Acceptance Date, to the due date of the first payment. Said pro rata rental shall be in addition to the first payment and shall be made simultaneously with the first payment. Prepayments are credited with one payment being applied to the first month's rental and any other prepayments then applied to the last month(s) rental(s). Any security deposit shall remain as security for performance of all the terms and conditions of this Lease. In the event any default shall be made in the performance of any of Lessee's obligations under this Lease, Lessor shall have the right, but shall not be obligated, to apply the security deposit to the curing of such default. On the expiration or earlier termination or cancellation of this Lease, or any extension or renewal hereof, provided Lessee has paid all of the rental called for and fully performed all other provisions of this Lease, Lessor will return to Lessee any then remaining balance of said security deposit, without interest. Said security deposit may be commingled with Lessor's other funds.

10. **LATE CHARGES AND COLLECTION CHARGES.** A late charge of 10% of the total monthly lease payment, or $10, whichever is greater, will be assessed when a payment is not received on or before the due date. An additional late charge will be assessed for each month a payment remains unpaid. If Lessee's delinquency requires additional collection efforts, a charge will be assessed in accordance with Lessor's collection charge schedule. In addition, Lessee shall be assessed for any charges levied by an outside collection agency following Lessee's default.

11. **LOCATION AND USE OF EQUIPMENT.** Lessee shall keep the equipment at the location designated in the Lease, unless Lessor, in writing, permits its removal. The Equipment shall be used solely in the conduct of Lessee's business. Lessee shall notify Lessor if equipment is used for transporting or storing product considered hazardous material. Lessee warrants that Equipment is leased for commercial or business purposes and not for consumer, personal, home or family purposes.

12. **SURRENDER OF EQUIPMENT.** At the expiration of the term of this lease, or upon demand by Lessor pursuant to Paragraph 19 of this Lease or in the event of an option price pursuant to paragraph 8 of this Lease, Lessee at its expense shall return the Equipment in proper working order, condition and repair by delivering it packed and ready for shipment to such place or on board such carrier as Lessor may specify. WARNING: FAILURE TO RETURN THE EQUIPMENT MAY RESULT IN CRIMINAL PROSECUTION AND/OR ADDITIONAL RENTAL CHARGES, ON A MONTH TO MONTH BASIS, UNTIL THE EQUIPMENT IS RECOVERED BY LESSOR.

13. **NOTICES.** Services of all notices under this agreement shall be sufficient if given personally or mailed to Lessor at 3455 S. 344th Way, Suite 300, Federal Way, WA 98001, or P.O. Box 4588, Federal Way, WA 98063, or to Lessee at Lessee's address set forth above or at such other address as a party may provide in writing from time to time. Any notices required by this Lease shall be deemed to be delivered when a record properly directed to the

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intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet, or (d) has been personally delivered.

14. **LIABILITY AND INDEMNITY; LOSS AND DAMAGE.** Lessee shall indemnify and hold Lessor harmless from liability expense of every kind or nature from whatever cause, including, but not limited to, the liability arising under any statute, ordinance or regulation in connection with the use of the Equipment and from all liability on account of any claim for personal injury, death, or property damage to any person or party whatsoever, including Lessee, arising out of the manufacture, selection, operation, use, maintenance, or delivery of the Equipment. Such indemnification shall survive the expiration, cancellation, or termination of this Lease. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Equipment, or to any part thereof, Lessee, at the option of the Lessor, shall (a) Replace the same in good condition, repair and working order; or (b) Replace the same, with like property of the same or greater value provided, however, at Lessee's option, the remaining obligation under this Lease can be satisfied by the payment of the remaining unpaid lease payments and the estimated value of the Equipment at the expiration of this Lease, and other amounts due under the Lease, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as expressly provided in this paragraph, total or partial destruction of any of the Equipment or total or partial loss of use or possession thereof to Lessee shall not release or relieve Lessee from the duty to pay the lease payments herein provided.

15. **INSURANCE.** Lessee, at its own expense, shall keep the Equipment insured for the full term of this Lease and any renewals or extensions thereof, for the full insurable value thereof against all risks of loss or damage, and against such other risks in such amounts as Lessor may specify, including liability insurance, with limits not less than $500,000 unless lessor specifies an increased amount due to the equipment location or use of equipment (bodily injury and property damage) combined single limit. Provided, however, in those instances where Lessee is leasing the Equipment defined by Lessor as "mobile Equipment," Lessee shall procure and maintain, for the full lease term, all risk physical damage insurance as opposed to insurance against fire and theft, with extended or combined coverage. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to Lessor. Lessee shall deliver to Lessor the policies or evidence of insurance with a standard form of endorsement attached thereto showing Lessor to be named as an additional insured, together with receipts for the premiums thereunder. Lessee shall, at the request of Lessor, name as Loss Payee such party who may have a security interest in the Equipment. Lessee agrees that any dispute regarding insurance charges will be determined by arbitration conducted under the rules of the American Arbitration Association in Seattle, Washington.

16. **LESSEE'S FAILURE TO PAY TAXES, INSURANCE, ETC.** Should Lessee fail to make any payment or do any act as herein provided, then Lessor shall have the right, but not the obligation without notice to or demand upon Lessee, and without releasing Lessee from any obligation hereunder, to make or do the same and to pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Lessor appears to affect the Equipment, and in exercising such rights, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefore. Should Lessee fail to provide Lessor the policies or evidence of insurance described herein, Lessor shall have the right, but not the obligation, to secure insurance on the Equipment in such form and amount as Lessor deems reasonable to protect Lessor's interests. Lessee understands that, if Lessor secures insurance on the Equipment the insurance may not name Lessee as an insured and may not fully protect Lessee's interests. Lessee agrees that, if Lessor secures insurance on the Equipment, Lessee will pay an insurance charge that may be substantially higher than the premium that Lessee would pay if Lessee placed said insurance independently. **Lessee agrees that, in addition to the premium, the insurance charge Lessee is required to pay Lessor will include an interest charge, administrative and processing fees, which will result in profit to Lessor and its agents.** All sums so incurred or expended by Lessor shall be without demand immediately due and payable by Lessee and shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. The parties agree that any claim, dispute, or controversy regarding insurance or any fee charged by Secured Party for securing insurance or for any other action taken by Secured Party under this Agreement will, upon demand by either party, be submitted to binding arbitration conducted by the American Arbitration Association in Seattle, Washington; provided however, such agreement does not authorize class arbitration or entitle any party to bring third parties or other claims into the arbitration proceeding. This agreement to arbitrate certain claims does not limit the right of any party to commence or continue any legal action with respect to other claims arising under this Agreement.

17. **AUTHORITY TO SIGN.** If Lessee is a Limited Liability Company ("LLC"), partnership or corporation, the person signing the Lease on behalf of such LLC, partnership or corporation hereby warrants that (s)he has full authority from the LLC, partnership or corporation to sign this Lease and obligate the LLC, partnership or corporation.

18. **DEFAULT REMEDIES.**

a) An event of default shall occur if:

(1) Lessee fails to pay any Lease installment and such failure continues for a period of ten (10) days;

(2) Lessee shall fail to perform or observe any covenant, condition or obligation to be performed or observed by it hereunder and such failure continues uncured for fifteen (15) days;

(3) Lessee or any guarantor has made any misleading or false statement, or representation in connection with application for performance of this Lease;

(4) Lessee or any guarantor becomes insolvent or is the subject of a petition in bankruptcy or under any other insolvency law or law providing for relief of debtors, either voluntary or involuntary, or makes an assignment for the benefit of creditors, or is named in, or the Equipment becomes subjected to a suit for the appointment of a receiver, or any action is taken for the dissolution of Lessee, if Lessee be a corporation;

(5) If the Equipment is seized or levied upon under any legal or governmental process;

(6) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Equipment or any item thereof without first obtaining Lessor's consent;

(7) Lessee or any guarantor defaults in the performance of any obligation owed to Lessor under the provisions of any other agreement with the Lessor.

b) Upon the occurrence of an event of default, Lessor shall have the right to exercise any one or more of the following remedies:

(1) To declare the entire unpaid lease payments and other sums payable by Lessee hereunder to be immediately due and payable;

(2) Cause Lessee, at Lessee's expense, promptly to return any or all of the Equipment to Lessor, all without demand or legal process, and to allow Lessor to enter into the premises where the Equipment may be found and take possession of or remove the same, whereupon all rights of Lessee in the Equipment shall terminate absolutely; and

(I) Retain the Equipment and all lease payments made hereunder, or

(II) Retain all prior lease payments and sell the Equipment at public or private sale, with or without notice to Lessee. The sale price, less 10% to cover Lessor's internal costs, will be credited against the remaining unpaid lease payments, unpaid late charges, estimated value of Equipment at the expiration of the lease term, charges for retaking, storage, repairing and reselling the Equipment, reasonable attorney's fees incurred by Lessor and other amounts due under the Lease in such order as Lessor in its sole discretion shall determine. Lessee shall remain liable for the deficiency and any surplus remaining after such application of proceeds of sale shall be

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paid to whosoever may be lawfully entitled to receive the same; or

(iii) Retain the Equipment and all prior payments, with Lessee remaining liable for the unpaid lease payments, unpaid late charges, charges for retaking and restoring Equipment to proper order and working condition, reasonable attorney's fees incurred by Lessor, together with other amounts due under the Lease; or

(iv) Lease the Equipment or any portion thereof, for such period, rental, and to such persons as Lessor shall select, and credit Lessee with an amount equal to Lessor's capital cost of this new lease, less ten percent (10%) after declaring all costs and expenses incurred in connection with the recovery, repair, storage and leasing of the Equipment against obligations due from Lessee to Lessor hereunder, with Lessee remaining responsible for any deficiency. It is agreed that the amounts to be retained by Lessor and the balance to be paid by Lessee under this paragraph (2) shall not be a penalty but shall be as and for liquidated damages for the breach of this Lease and as reasonable return for the use of the Equipment and for the depreciation thereof.

(3) No remedy hereon conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided, but shall be cumulative and in addition to every other remedy available to Lessor. The forbearance on the part of Lessor to exercise any right or remedy available hereunder in the event of Lessee's default, or Lessor's failure to demand punctual performance or any obligation of Lessee shall not be deemed a waiver (A) of any such right or remedy, or (B) the requirement of punctual performance; or (C) of any subsequent breach or default on the part of Lessee.

19. **ATTORNEY'S FEES AND EXPENSE.** In the event Lessor is required to retain an attorney to assist in the enforcement of its rights under this Lease, it shall be entitled to a reasonable attorney's fee, however incurred, in addition to costs and necessary disbursements, whether or not suit becomes necessary, including fees incurred on appeal or in connection with a bankruptcy proceeding.

20. **OPERATION, MAINTENANCE AND REPAIR.** Lessor shall not be obligated to install, erect, test, adjust, service or make repairs or replacements to the Equipment. Lessee shall bear the expense of all necessary repairs, maintenance, operation, and replacements required to be made to maintain the Equipment in proper working condition, using as a guide the maintenance program described in the owner's manual, if any, for each item of Equipment and shall perform all maintenance required to insure full validation of a manufacturer's warranty on the Equipment. Lessee shall comply with all laws and regulations relating to ownership, possession, operation, use and maintenance of the Equipment. No Equipment shall be used contrary to its intended use, or the provisions of any insurance policy covering the Equipment.

21. **TAXES.** Lessee shall pay and discharge all sales, use, property and other taxes now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and will submit written evidence of the payment at Lessor's request. Sales or use tax due on rental payments shall be due at the same time as the rental payment. For those property taxes required to be filed by Lessor, Lessor will include the Equipment as property in the possession of Lessee for purposes of tax assessments. A processing fee of the greater of $10.00 or 10% of the tax will be collected from Lessee for managing the payment of any taxes which are the responsibility of Lessee. Upon termination of the Lease, Lessee will pay Lessor personal property taxes, reasonably estimated, for every year assessed by the taxing authority but unpaid as of termination. In the event that the actual personal property tax bill is within $500 of such estimate, then Lessor shall not seek reimbursement from Lessee for any underpayment, and Lessor may retain any overpayment. If the difference between such estimate and the actual tax bill exceeds $500, Lessor shall refund or Lessee shall remit the entire difference.

22. **LESSOR'S ASSIGNMENT.** Lessor may assign all or any of Lessor's other rights hereunder. After such assignment, Lessee waives any right Lessee may have to claim or assert any defenses, setoffs or counterclaims against assignee of Lessor. Lessee will settle all claims arising out of alleged breach of warranties, defenses, setoffs and counterclaims it may have against Lessor directly with Lessor and not set up any such against Lessor's assignee. An assignee of Lessor shall not be obligated to perform any of Lessor's obligations under this Lease. Lessee, on receiving notice of any such assignment, shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee. Lessee acknowledges that the Equipment may be subject to a security interest which is prior to Lessee's interest in the Equipment.

23. **TITLE; LESSEE'S INTEREST; GRANT OF SECURITY INTEREST.** The Equipment is, and shall remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment is, and shall at all time be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property. Lessee shall keep the equipment free of any liens, claims or encumbrances other than those in favor of Lessor. Lessee shall obtain the necessary permission from the owner of any real property where the Equipment is to be affixed to the realty or be deemed a fixture in order that the Equipment shall at all times be severable and removable there from by Lessor, free of any right, title, claim or interest of the property owner and of Lessee except as herein provided. In addition to all of the other rights of Lessor under this Lease, Lessee grants to Lessor a security interest in and to the Leased Property and all proceeds thereof (including insurance proceeds) as security for performance of all of Lessee's obligations to Lessor of every kind and nature, now existing or hereafter arising, including, but not limited to, Lessee's obligations under this Lease and under any other agreement with Lessor.

24. **LIMITED PREARRANGED AMENDMENTS; AUTHORIZATION; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend this Lease to correct an obvious error or to reflect a change in one or more of the following: (a) Lessor's actual cost of procuring the Equipment, or (b) Lessor's actual cost of providing the equipment to Lessee, or (c) a change in rental payments as a result of (a) or (b) above or (d) description of the Equipment, Lessee agrees that any such amendment shall be described in a letter from Lessor to Lessee, this Lease shall be deemed amended and such amendments shall be incorporated in this Lease herein as if originally set forth. Lessee further grants to Lessor a specific power of attorney for Lessor to sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

25. **FINANCIAL STATEMENTS; CREDIT REPORTS.** Lessor may require from time to time, and Lessee agrees to furnish, statements setting forth the financial condition and operations of Lessee. Lessee authorizes Lessor, its successors, assigns and prospective assigns, to obtain a personal credit profile on Lessee or any guarantor from any credit reporting company.

26. **MISCELLANEOUS.** Lessee will not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereto to indicate Lessor's ownership. Lessor and Lessee agree that facsimile signatures on any document pertaining to this lease agreement shall be accepted by Lessor, Lessee and all guarantors as binding and enforceable and to have the same force and effect as original signatures. Lessee authorizes Lessor to communicate with Lessee through electronic means. All Lessee email addresses provided to Lessor will be confidential, and will not be shared, sold or spammed. Delinquent lease installments and other sums due under this Lease shall bear interest at eighteen percent (18%) per annum if not prohibited by law, otherwise at the highest lawful contract rate. If there is more than one Lessee, Lessor may, with the consent of any one of the Lessees, modify, extend, or change any one of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving, or impairing any right granted to Lessor against the others. Lessees and each of them are jointly and severally responsible and liable to Lessor under this Lease. If Lessor is required by law to discount any unpaid lease payment or other sums payable by Lessee hereunder, then the parties hereto agree that the discount rate used shall be five percent (5%) annually. If any provision of this Lease is contrary to, prohibited by, or held invalid under applicable laws or regulations or any jurisdiction in which it is sought to be enforced, then such provision shall be considered severable and inapplicable, but shall not invalidate the remaining provisions of this Lease.

CONTINUED ON FOLLOWING PAGES

WILEY, TODD

From: Bill Garfield [bgarfield@azwater.com]

Sent: Thursday, June 20, 2013 8:11 AM

To: WILEY, TODD

Dear Mr. Wiley:

You telephoned me and requested information about circumstances under which Arizona Water Company might be interested in acquiring another utility . The Company has historically only engaged in such discussions where we have been approached by a willing seller seeking a transfer of its assets to Arizona Water Company. Once the willingness of the seller to explore a purchase transaction is established, in addition to the due diligence that is inherent with any purchase, the engineering aspects of such acquisition, issues of water supply and quality, and also purchase price and terms of purchase are critical to any final determination. If the utility is not a willing seller, the Company normally does not proceed with any due diligence, negotiations or further discussion. I hope this answers your question about the terms of the Company pursuing the purchase of another utility.

Sincerely, William M. Garfield, President and COO, Arizona Water Company

EXHIBIT
A-24
ADMITTED

USGS Home
Contact USGS
Search USGS

National Water Information System: Web Interface

USGS Water Resources

Data Category: Current Conditions | Geographic Area: Arizona | GO

News - updated May 28,2013

USGS 343852111460301 A-15-05 36DAB

PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site Time-series: Current/Historical Observations GO

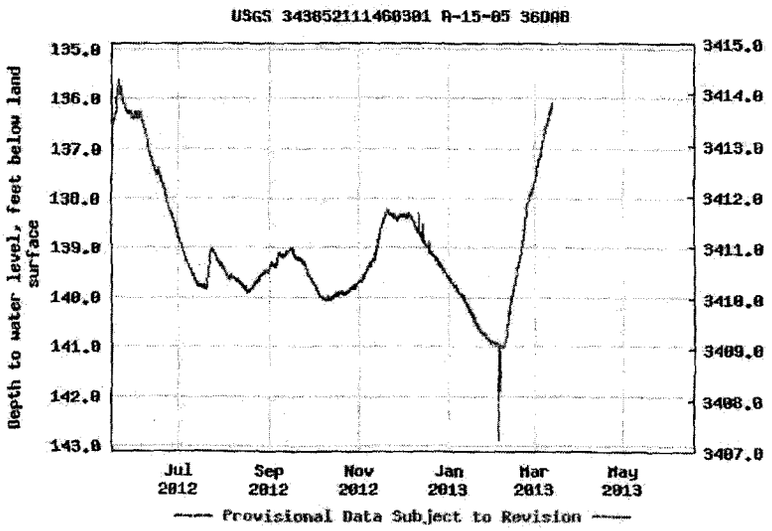
This station managed by the Tempe Field Office; USGS, AZ-WSC.

Available Parameters	Available Period	Output format	Days (396)	
All 1 Available Parameters for this site		Graph		
72019 WaterLevel, BelowLSD	2010-06-17 2013-03-13	Graph w/ stats	-- or --	GO
		Graph w/o stats	Begin date	
		Graph w/ (up to 3) parms	2012-05-17	
		Table	End date	
		Tab-separated	2013-06-17	
		Tab-separated w/ meas		

Summary of all available data for this site
Instantaneous-data availability statement

Depth to water level, feet below land surface

Most recent instantaneous value: 136.07 03-13-2013 15:00 MST



Create presentation-quality / stand-alone graph. Subscribe to WaterAlert

Share this graph | Share on twitter

Questions about sites/data?
Feedback on this web site
Automated retrievals

Da
Explanation o
Subscribe for system c

EXHIBIT A-25 ADMITTED

Director
Sandra A. Fabritz-Whitney

ADWR
Arizona Department of Water Resources

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Home | FAQ | Links | Contact Us | Feedback | Water Resource Data | Imaged Records

Search | Map | Data Export | Well Registry Help | Email

Well Registry Information

Registration Number 55- **561120**

General | Construction | Status | Owner | Driller | Pump Data

Well Construction Information

Well Depth (ft)	145	Water Level (ft bls)	20		
Casing Depth (ft)	35	Casing Diameter (in)	6	Casing Type	P - STEEL - PERFORATED OR SLOTTED CASING

Well Data

No. of Holes		Irrigated Acres	0	Acre Ft Annum	Intended Capacity (GPM) 35

Pump Completion Report

Tested Capacity(GPM)	0	Pump Capacity(GPM)	0	Draw Down (ft)	0
Pump Type	0 - NO PUMP CODE LISTED	Power Type	0 - NO POWER CODE LISTED	Method of Discharge	X - NONE

Place of Use

Township	N/S	1/2 T	Range	E/W	1/2 R	Section	160 Acre	40 Acre	10 Acre	Cadastral

No records to display.

Well Registry is ADWR's well database containing reported information on well status, location and construction.

e.

Director
Sandra A. Fabritz-Whitney

ADWR
Arizona Department of Water Resources

AZ.GOV
Arizona's Official Web Site

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Search | Map | Data Export | Well Registry Help | Email

Well Registry Information

Registration Number 55- **561120**

General | Construction | Status | Owner | Driller | Pump Data

Owner Information

Begin Date	End Date	Owner Type	Name Type	First Name	Last Name	Company
		PRIVATE OR COMPANY	OWNER		DOUGHERTY, JOHN,	

Select above owner to view details below

Street Address

Address 1 515 W 15TH ST Address 2

City TEMPE State AZ Zip 85281 -

Phone Numbers

Country Code Phone Ext. Cell Home

Owner Details

Email Title Primary Mailing Y - Yes Registered Name Y - Yes

Comments

Well Registry is ADWR's well database containing reported information on well status, location and construction.

e

Douglas C. Fitzpatrick
49 Bell Rock Plaza
Sedona, Arizona 86351
(928) 284-2190
Bar ID #005152
fitzlaw@sedona.net
Attorney for Montezuma
Rimrock Water Company LLC

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

JOHN DOUGHERTY; FREDERICK SHUTE Plaintiffs, -vs- YAVAPAI COUNTY BOARD OF SUPERVISORS; MONTEZUMA RIMROCK WATER COMPANY, LLC DOES 1-10, Defendants.	Case No. P1300CV201000585 DECLARATION OF HEATHER MACAULEY

I, Heather Macauley, certify as follows:

1. My husband, Don Macauley, and I rented a residence located at 5225 N. Bentley Drive, Rimrock, Arizona from John Dougherty from March 15, 2008 through February 15, 2009.

2. During our tenancy at Mr. Dougherty's home, he lived with his family in Phoenix.

3. When we lived in Mr. Dougherty's home, we had ongoing problems with his well which frequently went dry.

4. For instance, when we watered the lawn for more than five minutes, the well would go completely dry and we were often left with no water for our personal use inside the home.

5. When we expressed our concerns about the well to Mr. Dougherty, he explained that

Heather Macauley

EXHIBIT
A-760
ADMITTED

when he dug the well, he did not dig deep enough. Other deeper wells in the vicinity would drain the water from his well.

6. I declare under penalty of perjury that the contents of this declaration are true and correct.

Dated 11/30/2010

Heather Macauley

Heather Macauley

WILEY, TODD

From: Patricia Olsen [patsy@montezumawater.com]
Sent: Wednesday, June 19, 2013 2:29 PM
To: WILEY, TODD
Subject: FW: WIFA Project Priority List

Patricia Olsen, President
MRWC, 3031 E. Beaver Creek Rd.
Rimrock, AZ 86335

From: Sara Konrad
Sent: 6/19/2013 2:25 PM
To: Patricia Olsen (patsy@montezumawater.com)
Subject: WIFA Project Priority List

I am pleased to inform you that Montezuma Rimrock Water Company's Storage Tank Replacement project was added to WIFA's Drinking Water Project Priority List at the WIFA Board of Directors June 19, 2013 meeting.

The next step is to obtain authorization to incur debt through approval of a financing application from the Arizona Corporation Commission.

Once you obtain debt authorization, please contact me to request a Project Finance Application (PFA) which is a more detailed application and includes technical and financial information about your project and your organization. If you wish, I can be available to assist you in completing the PFA at your place of business.

Once you have completed the PFA, please submit it for approval by WIFA's Board of Directors. The completed PFA must be submitted to WIFA eight weeks prior to the Board meeting at which you would like to receive loan approval. You can find the dates of upcoming Board meetings at http://www.azwifa.gov/public-meeting-notices/.

Please do not hesitate to contact me with any questions you have about the process.
Thank you,

Sara Konrad
Environmental Program Supervisor
Water Infrastructure Finance Authority of Arizona (WIFA)
1110 W. Washington St., Suite 290
Phoenix, AZ 85007
(602) 364-1319
fax (602) 364-1331
www.azwifa.gov

EXHIBIT
A-27
ADMITTED

RECEIVED

FEB 5 - 2010

WATER MGMT

RC

Arizona Department of Water Resources
Information Management Unit
P.O. Box 33589, Phoenix, AZ 85067-3589
(602) 771-8627 • (800) 352-8488
www.azwater.gov

Pump Installation Completion Report

- Review instructions prior to completing form in black or blue ink.
- The registered well owner should file this report with the Department within 30 days following installation of pump equipment.

FILE NUMBER

WELL REGISTRATION NUMBER
55 - 213141

** PLEASE PRINT CLEARLY **

SECTION 1. REGISTRY INFORMATION

Well Owner

FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL: Montezuma Rimrock Water Company, LLC

MAILING ADDRESS: P.O. Box 10

CITY / STATE / ZIP CODE: Rimrock, AZ 86335

CONTACT PERSON NAME AND TITLE: Patricia D. Olsen, President

TELEPHONE NUMBER: 928-300-3291

FAX: 928-592-9211

Location of Well

WELL LOCATION ADDRESS (IF ANY): 4645 Tiemann Lane

TOWNSHIP (N/S)	RANGE (E/W)	SECTION	160 ACRE	40 ACRE	10 ACRE
15N	05E	36	SE ¼	NW ¼	NW ¼

COUNTY ASSESSOR'S PARCEL ID NUMBER (MOST RECENT)

BOOK	MAP	PARCEL
405	25	517

COUNTY WHERE WELL IS LOCATED: Yavapai

SECTION 2. EQUIPMENT INSTALLED

DATE PUMP INSTALLED: September 2008

Pump Type

CHECK ONE

- [ ] Air Lift
- [ ] Bucket
- [ ] Centrifugal
- [ ] Jet
- [ ] Piston
- [ ] Rotary
- [x] Submersible
- [ ] Turbine
- [ ] Other (*please specify*):

RATED PUMP CAPACITY: 190 Gallons Per Minute

Pitless Adaptor

CHECK ONE (*SEE INSTRUCTIONS FOR DEFINITION*)

Was a pitless adaptor installed?
- [ ] Yes
- [x] No

IF YES, DEPTH BELOW GROUND LEVEL THE DEVICE WAS INSTALLED: Feet

Power Type

CHECK ONE

- [ ] Diesel Engine
- [x] Electric Motor
- [ ] Gasoline Engine
- [ ] Hand
- [ ] Natural Gas
- [ ] Windmill
- [ ] Other (*please specify*):

HORSE POWER RATING OF MOTOR: 15

SECTION 3. PUMP TEST

Pump Test Data

DATE WELL TESTED: February-March 2009

STATIC WATER LEVEL (A): 97.65 Feet Below Land Surface

PUMPING WATER LEVEL (B): 116.14 Feet Below Land Surface

DRAWDOWN [(B) – (A)]: 18.49 Feet Below Land Surface

TEST PUMPING RATE: 150 Gallons Per Minute

DURATION OF PUMP TEST (Minimum 4 Hours): 72 Hours

TOTAL PUMPING LIFT: Feet

FOR FLOWING WELL, MEASURED SHUT IN HEAD: [ ] FT [ ] PSI

Method of Discharge Measurement

CHECK ONE

- [ ] Bailer
- [ ] Bucket – Barrel – Stopwatch
- [ ] Current
- [ ] Estimated – Air Lift
- [ ] Gauge
- [x] Meter
- [ ] Orifice
- [ ] Volume
- [ ] Weir – Flume
- [ ] Other (*please specify*):

Method of Measuring Water Level

CHECK ONE

- [ ] Air Line
- [x] Electric Measuring Line (Sounder)
- [ ] Steel Tape
- [x] Other (*please specify*): Pressure transducer

I HEREBY CERTIFY that the above statements are true to the best of my knowledge and belief according to A.R.S. § 45-600(B).

SIGNATURE OF WELL OWNER: [signature]

DATE: 2/1/10

EXHIBIT A-28 ADMITTED

ARIZONA DEPARTMENT OF WATER RESOURCES
Information Management Unit
P.O. Box 458, Phoenix, Arizona 85001-0458
(602) 771-8527 * (800) 352-8488
www.water.az.gov

Well Driller Report and Well Log

This report should be prepared by the driller in detail and filed with the Department within 30 days following completion of the well.

** PLEASE PRINT CLEARLY **

FILE NUMBER: A(15-5) 36 DBB
WELL REGISTRATION NUMBER: 55- 213141
PERMIT NUMBER (IF ISSUED)

SECTION 1. DRILLING AUTHORIZATION

Mail To:

Drilling Firm

NAME	DWR LICENSE NUMBER
K. P. VENTURES WELL DRILLING & PUMP SERVICE	562
ADDRESS: P.O. BOX 2411	TELEPHONE NUMBER: 928-639-1709
CITY/STATE/ZIP: COTTONWOOD, AZ 86326-2411	FAX: 928-634-9336

SECTION 2. REGISTRY INFORMATION

Well Owner

FULL NAME OF COMPANY, ORGANIZATION OR INDIVIDUAL: MONTEZUMA RIMROCK WATER CO LLC
MAILING ADDRESS: PO BOX 10
CITY / STATE / ZIP: RIMROCK, AZ 86335
CONTACT PERSON NAME AND TITLE:
TELEPHONE NUMBER: 928-300-3291
FAX:
WELL NAME (e.g., MW-1, PZ-3, Lot 25 Well, Smith Well, etc.):

Location of Well

WELL LOCATION ADDRESS (IF ANY):

TOWNSHIP (N/S)	RANGE (E/W)	SECTION	160 ACRE	40 ACRE	10 ACRE
15N	05E	36	SE 1/4	NW 1/4	NW 1/4

LATITUDE Degrees °	Minutes '	Seconds "N	LONGITUDE Degrees °	Minutes '	Seconds "W

METHOD OF LATITUDE / LONGITUDE (CHECK ONE): ☐ USGS Quad Map ☐ Conventional Survey ☐ *GPS: Hand-Held ☐ *GPS: Survey-Grade

LAND SURFACE ELEVATION AT WELL: Feet Above Sea Level

METHOD OF ELEVATION (CHECK ONE): ☐ USGS Quad Map ☐ Conventional Survey ☐ *GPS: Hand-Held ☐ *GPS: Survey-Grade

*IF GPS WAS USED, GEOGRAPHIC COORDINATE DATUM (CHECK ONE): ☐ NAD-83 ☐ Other (please specify):

COUNTY: Yavapai

ASSESSOR'S PARCEL ID NUMBER BOOK	MAP	PARCEL
405	25	517

SECTION 3. WELL CONSTRUCTION DETAILS

Drill Method

CHECK ONE
- [x] Air Rotary
- [ ] Bored or Augered
- [ ] Cable Tool
- [ ] Dual Rotary
- [ ] Mud Rotary
- [ ] Reverse Circulation
- [ ] Driven
- [ ] Jetted
- [ ] Air Percussion / Odex Tubing
- [ ] Other (please specify)

Method of Well Development

CHECK ONE
- [x] Airlift
- [ ] Bail
- [ ] Surge Back
- [ ] Surge Pump
- [ ] Other (please specify)

Condition of Well

CHECK ONE
- [x] Capped
- [ ] Pump Installed

Method of Sealing at Reduction Points

CHECK ONE
- [ ] None
- [ ] Packed
- [ ] Swedged
- [ ] Welded
- [ ] Other (please specify) Cement Grout

Construction Dates

DATE WELL CONSTRUCTION STARTED: 8/8/06
DATE WELL CONSTRUCTION COMPLETED: 8/19/06

I state that this notice is filed in compliance with A.R.S. § 45-596 and is complete and correct to the best of my knowledge and belief.

DRILLING FIRM	SIGNATURE OF QUALIFYING PARTY	DATE
Kenny Arter		9/2/06

Well Driller Report and Well Log

WELL REGISTRATION NUMBER
55- 213141

SECTION 4. WELL CONSTRUCTION DESIGN (AS BUILT) (attach additional page if needed)

DEPTH OF BORING	DEPTH OF COMPLETED WELL
400 Feet Below Land Surface	400 Feet Below Land Surface

Water Level Information

STATIC WATER LEVEL	DATE MEASURED	TIME MEASURED	IF FLOWING WELL, METHOD OF FLOW REGULATION
90 Feet Below Land Surface	8/20/06		☐ Valve ☐ Other:

Borehole			Installed Casing													
DEPTH FROM SURFACE		BOREHOLE DIAMETER (inches)	DEPTH FROM SURFACE		OUTER DIAMETER (inches)	MATERIAL TYPE (X)				PERFORATION TYPE (X)						SLOT SIZE IF ANY (inches)
FROM (feet)	TO (feet)		FROM (feet)	TO (feet)		STEEL	PVC	ABS	IF OTHER TYPE, DESCRIBE	BLANK OR NONE	WIRE WRAP	SHUTTER SCREEN	MILLS KNIFE	SLOTTED	IF OTHER TYPE, DESCRIBE	
0	75	15	0	75	10	X										
75	400	10	0	120	8	X										
			120	360	8	X								X		1/8" x 2½"
			360	400	8	X										

Installed Annular Material

DEPTH FROM SURFACE		ANNULAR MATERIAL TYPE (X)								FILTER PACK		
						BENTONITE						
FROM (feet)	TO (feet)	NONE	CONCRETE	NEAT CEMENT OR CEMENT GROUT	CEMENT-BENTONITE GROUT	GROUT	CHIPS	PELLETS	IF OTHER TYPE OF ANNULAR MATERIAL, DESCRIBE	SAND	GRAVEL	SIZE
0	75			X								

Well Driller Report and Well Log

WELL REGISTRATION NUMBER
55-213141

SECTION 5. GEOLOGIC LOG OF WELL

DEPTH FROM SURFACE FROM (feet)	TO (feet)	DESCRIPTION Describe material, grain size, color, etc.	Check (X) every interval where water was encountered
0	3	Top Soil	
3	25	Boulders	
25	75	Clay	
75	120	Limestone & Clay	
120	180	Limestone with Water	X
180	230	Limestone	
230	250	Basalt	
250	260	Clay	
260	298	Poor returns	
298	358	Limestone ? Poor returns - more water	X
358	400	Clay & basalt	
		Air developed @ 500+ gpm	

Well Driller Report and Well Log

WELL REGISTRATION NUMBER
55- 213141

SECTION 6. WELL SITE PLAN

NAME OF WELL OWNER	COUNTY ASSESSOR'S PARCEL ID NUMBER BOOK	MAP	PARCEL
MONTEZUMA RIMROCK WATER CO LLC	405	25	517

- Please draw the following: (1) the boundaries of property on which the well was located; (2) the proposed well location; (3) the locations of all septic tank systems and sewer systems on the property or within 100 feet of the well location, even if on neighboring properties; and (4) any permanent structures on the property that may aid in locating the well.
- Please indicate the distance between the well location and any septic tank system or sewer system.

N
W E
S

1" = _____ ft

See attached

Notice of Intent to Drill, Deepen, Replace or Modify a Well

WELL REGISTRATION NUMBER
55 - ~~556391~~ 213141

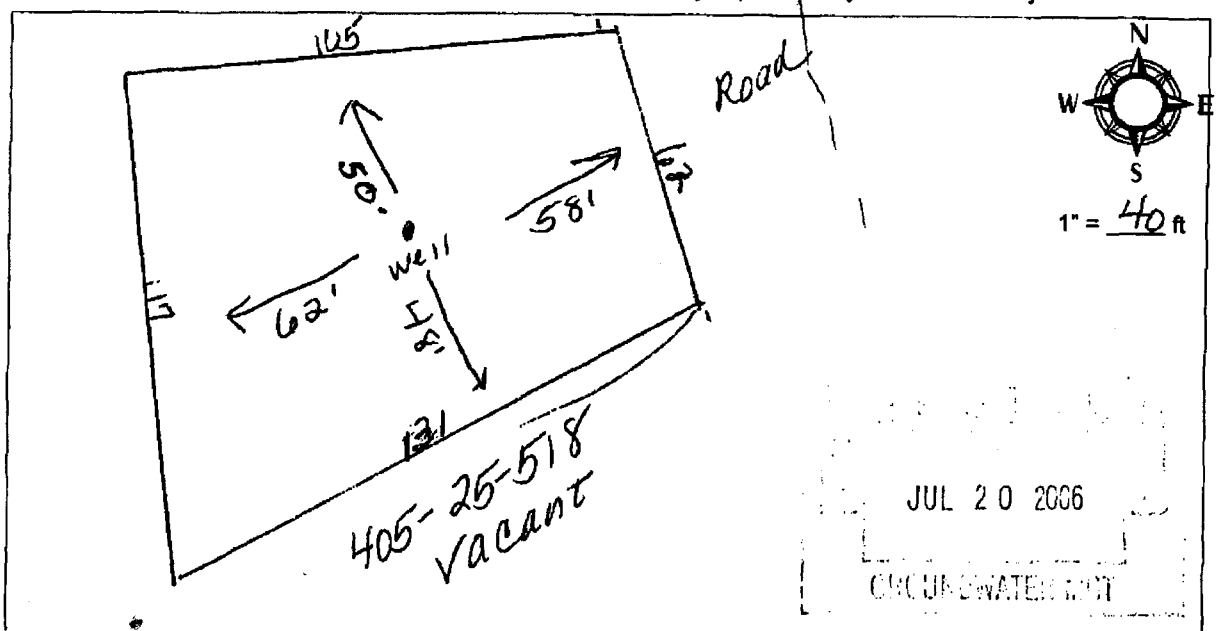
CHECK ONE: ☒ FILING MANUALLY
☐ FILING ELECTRONICALLY* *DRILLER'S E-MAIL ADDRESS: _____

*COUNTY OR LOCAL HEALTH AUTHORITY APPROVAL CODE	COUNTY APPROVAL CODE
If applicant is filing this NOI electronically via the ADWR website and County approval is required, please indicate approval by providing a County Approval Code.	

WELL SITE PLAN

NAME OF WELL OWNER	COUNTY ASSESSOR'S PARCEL ID NUMBER BOOK	MAP	PARCEL
Montezuma Rimrock Water Co	405	25	517

- If this well will be a domestic well on 5 acres or less, please draw the following: (1) the boundaries of your property; (2) the proposed well location; (3) the locations of all septic tank systems and sewer systems on the property or within 100 feet of the well location, even if on neighboring properties; and (4) any permanent structures on the property that may aid in locating the well. If the parcel is vacant land or lacks a septic tank or sewer system, please indicate this.
405-25-515A (See enclosed) 50 ft to septic
- Indicate the distance between the proposed well location and any septic tank system or sewer system.



JUL 20 2006
GROUNDWATER RIGHT

ANY DEVIATION FROM THIS APPROVED PLAN INVALIDATES APPROVAL

COUNTY OR LOCAL AUTHORITY NAME AND TITLE	Yavapai County Development Services EU Official County or Local Seal or Stamp Well Site Review
Donald J. Marks RS	
COUNTY OR LOCAL AUTHORITY SIGNATURE: Donald J. Marks RS	
TELEPHONE NUMBER 928 639 8151 / DATE 7-14-06	D.J.M. / 7-14-06 EHS / Date

ARIZONA DEPARTMENT OF WATER RESOURCES
WATER MANAGEMENT SUPPORT SECTION

3550 N. Central Avenue
Phoenix, Arizona 85012

THIS AUTHORIZATION SHALL BE IN POSSESSION OF THE DRILLER DURING ALL DRILL OPERATIONS

WELL REGISTRATION NO: 55-213141 REPLACING WELL REGISTRATION NO: 55-556391

AUTHORIZED DRILLER: K. P. VENTURES WELL DRILLING & PUMP SERVICE LICENSE NO: 562

NOTICE OF INTENTION TO REPLACE AN EXEMPT WELL(S) HAS BEEN FILED WITH THE DEPARTMENT BY:

WELL OWNER: MONTEZUMA RIMROCK WATER CO LLC PO BOX 10 RIMROCK, AZ 86335

THE WELL(S) IS/ARE TO BE LOCATED IN THE:
NW ¼ OF THE NW ¼ OF THE SE ¼ SECTION 36 TOWNSHIP 15 NORTH RANGE 5 EAST

NO. OF WELLS IN THIS PROJECT: 1 ASSESSOR PARCEL NO: 405-25-517

THIS AUTHORIZATION EXPIRES AT MIDNIGHT ON THE 2ND DAY OF AUGUST, 2007

WATER MANAGEMENT SUPPORT

THE DRILLER MUST FILE A LOG OF THE WELL
WITHIN 30 DAYS OF COMPLETION OF DRILLING

GREAT SEAL OF THE STATE OF ARIZONA
DITAT DEUS
1912

ARIZONA DEPARTMENT OF WATER RESOURCES
3550 N. Central Avenue, Phoenix, Arizona 85012
Telephone (602) 771-8500
Fax (602) 771-8691

August 03, 2006

Janet Napolitano
Governor

Herbert R. Guenther
Director

MONTEZUMA RIMROCK WATER CO LLC
PO BOX 10
RIMROCK, AZ 86335

Registration No. 55-213141
File No. A(15-5) 36 DBB

Dear Well Owner:

Enclosed is a copy of the Notice of Intention (NOI) to Replace a well that you recently filed with this Department pursuant to A.R.S. § 45-596. This is to inform you that the Department has approved the NOI and has mailed or otherwise provided a drilling card authorizing the drilling of the well to the well driller identified in the NOI. The driller may not begin drilling until he has received the drilling card, which must be displayed on the drill rig during drilling.

Well drilling activities must be completed within one year after the date the NOI was filed with the Department. If drilling is not completed within one year, you must file a new NOI before proceeding with further drilling. If in the course of drilling the well, it is determined that the well cannot be successfully completed as initially intended (dry hole, cave in, lost tools, etc.), the well must be properly abandoned and a Well Abandonment Completion Report must be filed as required by A.A.C. R12-15-816(F).

If you change drillers, you must notify the Department of the new driller's identity. Please ensure that the new driller is licensed by the Department to drill the type of well you require. A new driller may not begin drilling until he receives a new drilling card from the Department. If you are drilling a new or replacement well and it is necessary to change the location of the proposed well, you may not proceed with drilling until you file an amended NOI with the Department and the Department issues an amended drilling card to the driller. If county approval was required for the original well site plan (this applies to domestic wells on parcels that are five acres or less), you must submit a new well site plan with the new well location to your local county health authority for approval prior to filing the amended NOI with the Department.

A.R.S. § 45-600 requires the registered well owner to complete and file a Pump Installation Completion Report form (DWR form 55-56) within 30 days after the installation of pumping equipment. A form is enclosed for your use. Also enclosed is a well owner's guide that provides useful information and advice concerning your upcoming well construction project. A.R.S.§ 45-600 also requires the driller to file a complete and accurate Well Drillers Report and Well Log (DWR form 55-55) within 30 days after completion of drilling. That form was mailed to your driller with the drilling card. You should insist and ensure that all of the required forms are accurately completed and timely filed with the Department.

Please be advised that A.R.S. § 45-593(C) requires the person to whom a well is registered to notify the Department of a change in ownership of the well and/or information pertaining to the physical characteristics of the well in order to keep this well registration file current and accurate. Any change in well information or a request to change well driller must be filed on a Request to Change Well Information form (DWR form 55-71A) that may be downloaded from the ADWR Internet website at <http://www.water.az.gov/adwr/content/forms/default.htm#NOI>.

Sincerely,

Shannon L Reif

Shannon Reif
NOI Unit
Water Management Support Section

Enclosures

Arizona Department of Water Resources
Water Management Support Section
P.O. Box 458 • Phoenix, Arizona 85001-0458
(602) 771-8500 • (800) 352-8488
(602) 771-8691 fax • www.azwater.gov

Notice of Intent to Drill, Deepen, Replace or Modify a Well
(except a Non-Exempt Well in an Active Management Area)

$150 or $100 FEE

- Review instructions prior to completing form in black or blue ink.
- You must include with your Notice:
- Check or money order in the amount of the appropriate filing fee. For a well located within an AMA or INA, the fee is $150.00. For a well not located within an AMA or INA, the fee is $100.00 if the well will be used solely for domestic purposes (see page 2 and instructions) and will have a pump with a maximum capacity of not more than 35 gallons per minute. Otherwise, the fee is $150.00.
- Authority for fee: A.R.S. § 45-596.

** PLEASE PRINT CLEARLY **

AMA / INA	B	SB
—	79	
RECEIVED DATE	WS	
8-03-06	05	
ISSUED DATE	INGARF	CERCLA
8-03-06		

RECEIVED AUG - 3 2006

FILE NUMBER: A(15-5)36DBB
WELL REGISTRATION NUMBER: 55-213141

If water from the proposed well will be used for domestic purposes on a parcel of land of 5 or fewer acres, the applicable county or local health authority must endorse all items in Section 1 within one year before submission to the Department of Water Resources. You must also attach a site plan (pg. 3).

CHECK ONE

☐ County or Local Health Authority Recommends Approval (pursuant to A.R.S. § 45-596 (G) and (F))
- ☐ Field Inspection Performed
- ☐ Site Plan Review Only

☐ Insufficient Information to Make a Determination

COUNTY OR LOCAL AUTHORITY NAME AND TITLE

TELEPHONE NUMBER | DATE

Official County or Local Seal or Stamp

COUNTY OR LOCAL AUTHORITY SIGNATURE

CHECK ONE

☒ Exempt
(Pump has a maximum capacity of not more than 35 gpm and water is not used for irrigation purposes inside an AMA.) (*See instructions.*)

☐ Non-Exempt
(Pump has a maximum capacity of more than 35 gpm and the well is located outside an AMA.) (*See instructions.*)

DESIGN PUMP CAPACITY: 3.5 Gallons Per Minute

CHECK ONE
- ☐ Drill New Well
- ☐ Deepen
- ☒ Replace
- ☐ Modify

If Deepening, Replacing or Modifying:
ORIGINAL WELL REGISTRATION NUMBER: 55-556391
MAXIMUM CAPACITY OF ORIGINAL WELL: Gallons Per Minute
DISTANCE & DIRECTION FROM ORIGINAL WELL: Feet

WELL LOCATION ADDRESS (IF ANY)

TOWNSHIP (N/S)	RANGE (E/W)	SECTION	160 ACRE	40 ACRE	10 ACRE
15N	05E	36	~~SW~~ SE ¼	~~SW~~ NW ¼	~~SE~~ NW ¼

Per county assessor GIS info 8-03-06 JR

COUNTY ASSESSOR'S PARCEL ID NUMBER

BOOK	MAP	PARCEL	# OF ACRES
405	25	517	.23

PLACE OF WATER USE (ONLY IF DIFFERENT FROM LOCATION OF WELL)

TOWNSHIP (N/S)	RANGE (E/W)	SECTION	160 ACRE	40 ACRE	10 ACRE
			¼	¼	¼

COUNTY WHERE WELL IS LOCATED: Yavapai

FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL: Montezuma-Rimrock Water Co. LLC
MAILING ADDRESS: PO Box 10
CITY / STATE / ZIP CODE: Rimrock, Ariz. 86335
CONTACT PERSON NAME AND TITLE: Patricia Olsen, Mgr.
TELEPHONE NUMBER: 928-300-3291 | FAX: 928-226-0278

FULL NAME OF COMPANY, GOVERNMENT AGENCY, OR INDIVIDUAL
MAILING ADDRESS
CITY / STATE / ZIP CODE
CONTACT PERSON NAME AND TITLE
TELEPHONE NUMBER | FAX

1. Is the proposed well site within 100 feet of a septic tank system, sewer disposal area, landfill, hazardous materials or petroleum storage area or tank?		X	You must also request a variance (A.A.C. R12-15-818).
2. Is there another well name or identification number associated with this well (e.g., Lot 35 Well, Smith Well, etc.)?		X	PLEASE STATE: Orig. Well 55-556391
3. Is the proposed well a NEW well to be located within an Active Management Area? (*See instructions*)		X	Unless the well is a replacement well and the total number of operable exempt wells on the land is not increasing, you must also file a supplemental form A.R.S. § 45-454(C) & (D).
4. Is the proposed well the second exempt well on this parcel for the same use?		X	If the proposed well is in an Active Management Area, you must also file a supplemental form 55-40A.

Notice of Intent to Drill, Deepen, Replace or Modify a Well

WELL REGISTRATION NUMBER
55 - 213141

NAME: KP Ventures	
DWR LICENSE NUMBER: 562	ROC LICENSE CATEGORY: A04 / C53
TELEPHONE NUMBER: 928-639-1709	FAX: 928-634-9336
MAILING ADDRESS: P.O. Box 2411	
CITY / STATE / ZIP CODE: Cottonwood, Az. 86326	
DATE CONSTRUCTION IS TO BEGIN: August 2006	

CHECK ONE	CHECK ALL THAT APPLY
☐ Irrigation	☐ Irrigation
☐ Utility	☐ Utility
☒ Commercial	☐ Commercial
☐ Domestic	☐ Domestic
☐ Municipal	☐ Municipal
☐ Industrial	☐ Industrial
☐ Mining	☐ Mining
☐ Stock	☐ Stock
☐ Recharge	☐ Recharge
☐ Dewatering	☐ Dewatering
☐ Other *(please specify)*:	☐ Other *(please specify)*:

DEPTH FROM SURFACE FROM (feet)	DEPTH FROM SURFACE TO (feet)	BOREHOLE DIAMETER (inches)	DEPTH FROM SURFACE FROM (feet)	DEPTH FROM SURFACE TO (feet)	OUTER DIAMETER (inches)	MATERIAL TYPE (T): STEEL	PVC	ABS	IF OTHER TYPE, DESCRIBE	PERFORATION TYPE (T): BLANK OR NONE	WIRE WRAP	SHUTTER SCREEN	MILLS KNIFE	SLOTTED	IF OTHER TYPE, DESCRIBE	GROUTING MATERIAL
0	80	14														
80	320	10	0	85	10	X*										Cement

RECEIVED
AUG - 3 2006
WATER MGT

* ADWR well construction standards require a surface seal consisting of a minimum of 20 feet of steel casing. Cement grout must be used to fill the annular space between the surface casing and the borehole. (A.A.C. R12-15-811(B))

The Department's issuance of an authorization to drill a well is not a determination of whether water withdrawn from the well is legally surface water or groundwater. The legal nature of the water withdrawn from the well may be the subject of court action in the future as part of a determination of surface water rights in your area. If there are court proceedings that could affect your well, you will be notified and be given the opportunity to participate. If you have questions regarding the legal nature of the water to be withdrawn from your proposed well, please consult with an experienced civil engineer, hydrologist or water rights attorney.

For the purposes of determining appropriate fees outside AMAs or INAs, "domestic purposes" is defined as "uses related to the supply, service and activities of households and private residences and includes the application of water to less than 2 acres of land to produce plants or parts of plants for sale or human consumption, or for use as feed for livestock, range livestock or poultry, as such terms are defined in A.R.S. § 3-1201."

I state that this notice is filed in compliance with A.R.S. § 45-596 and is complete and correct to the best of my knowledge and belief.

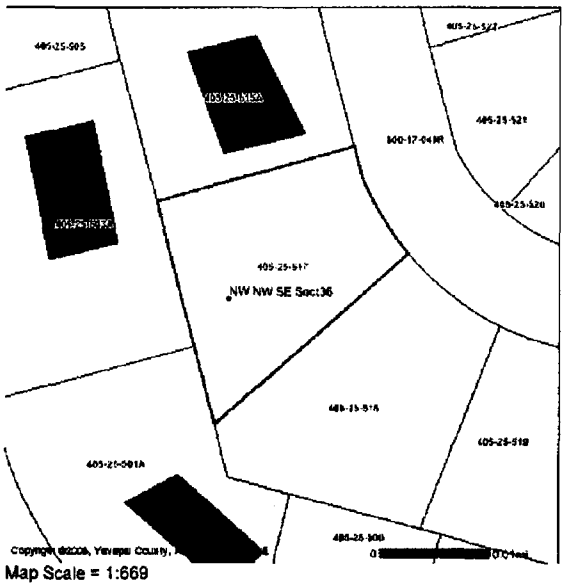
TYPE OR PRINT NAME AND TITLE: Patricia Olsen owner/manager	
SIGNATURE OF WELL OWNER: [signature]	DATE: 8-3-06
SIGNATURE OF LANDOWNER, IF APPLICABLE (SEE INSTRUCTIONS)	DATE

Print Page | Close Window

55-213141
A(15-5) 36 DBB

Yavapai County, AZ-Parcel summary

Printed:8/3/2006



Map Scale = 1:669

Parcel ID
405-25-517

Owner
MONTEZUMA RIMROCK WATER CO LLC

Owners Address
PO BOX 10

City	State	Zip
RIMROCK	AZ	86335

Secondary owner
N/A

Recent Sale Date	Sale Amount
12/1/2001	$7,000

Deed Type	Sale Docket	Sale Page
Warranty Deed	N/A	N/A

2005 Taxes Billed	2004 Taxes Billed
$93	$77

Acres	Subdivision	Subdivision Type	Incorporated Area
0.22	LAKE MONTEZUMA ESTATES UNIT 2	MAP & PLAT	N/A

School District	Fire District
BEAVER CREEK SD #26	MONTEZUMA-RIMROCK FD

Recorded Date	Last Transfer Doc Docket	Last Transfer Doc Page
11/16/2005	4335	428

2007 Full Cash Value	2007 Limited Value	Assessment Ratio
$9,000	$6,402	16

2006 Full Cash Value	2006 Limited Value	Legal Class
$9,000	$5,536	AG/Vacant Land/Non-Profit-Real Property & Improvements

2007 Net Assessed Full Cash Value	2007 Net Assessed Limited Value
$1,440	$1,024

Improvements (0)

No Improvements Found

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. **No portion of the information should be considered to be, or used as, a legal document.** The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

55-213141
A(15-5)36 DBB

55-213141
A(15-5) 36 DBB

K.P. VENTURES
P.O. BOX 2518
COTTONWOOD, AZ 86326
928-639-1709

4639

91-592/1221
37

Date 8/3/06

Pay to the Order of A.D.W.R. $ 150.00

One hundred fifty & 00 Dollars

National Bank of Arizona
1-800-867-8188
www.nationalbank.com

For [redacted]

[redacted]

DIAMOND SAFETY BLUE DER.

RECEIVED
AUG - 3 2006
WATER MGT

MONTEZUMA RIMROCK WATER COMPANY CUSTOMERS

ARE YOU OPPOSED TO MRWC'S REQUEST FOR A **115 PERCENT** RATE HIKE?

HAS MRWC **CUT OFF YOUR WATER** WITHOUT 10-DAYS WRITTEN NOTICE?*

ARE YOU ANGRY THE COMPANY **JEOPARDIZED YOUR HEALTH** BY UNECCESSARILY DELAYING THE ARSENIC TREATMENT PLANT FOR YEARS?

NOW IS THE TIME TO ACT!!!!!!

THE ARIZONA CORPORATION COMMISSION WILL RECEIVE PUBLIC COMMENT ON MRWC'S OPERATIONS

10 A.M. THURSDAY, FEBRUARY 7
1200 W. WASHINGTON ST. PHOENIX

YOUR ACTION WILL PUT AN END TO MRWC'S ABUSES

If you can't attend the pubic meeting, you can still voice your concerns by calling the **Arizona Corporation Commission** at 800-222-7000 or online at http://www.azcc.gov/divisions/utilities/consumerservices.asp

*The Arizona Corporation Commission Rules on Water require utilities in most instances to provide customers **at least 10 days written notice** prior to cutting water for failing to pay a bill when due. R-14-2-410 (E, 1-5)
http://www.azcc.gov/divisions/utilities/water/rules-water.asp

SPREAD THE WORD! RIDESHARE! RISE UP! CITIZENS UNITED! TAKE CONTROL!

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A-34
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Montezuma-Rimrock Concerned Citizens
PO Box 501
Rimrock, AZ 86335

DONALD C & ROSE MARY BARNES
PO Box 877
Rimrock, AZ 86335

IMPORTANT INFORMATION ABOUT MRWC

Gmail

John Dougherty <jd.investigativemedia@gmail.com>

Fwd: water battle in verde valley

3 messages

John Dougherty <jedtimes@gmail.com> Thu, Feb 18, 2010 at 3:52 AM
To: JD.Investigativemedia@gmail.com

---------- Forwarded message ----------
From: [redacted]
Date: Wed, Feb 17, 2010 at 10:17 PM
Subject: RE: water battle in verde valley
To: John Dougherty <jedtimes@gmail.com>

Is there water rights language in the statute establishing the monument? And assuming so, what has the monument obtained in terms of a water rights certificate from adwr? I am inquiring because if there are secure rights, and there is evidence of interception of water (there must be some usgs study ?from abe springer of usgs/nau), then a citizen has the right to protect federal property in lieu of the feds not doing so (supremacy clause). Kathy davis should know the answers to the implementing legislation and the water rights status. r

From: John Dougherty [mailto:jedtimes@gmail.com]
Sent: Wednesday, February 17, 2010 10:03 PM
To: [redacted]
Subject: water battle in verde valley

[redacted] I've been spearheading an effort to stop a local water company from bringing a 750 gpm well on line within 300 feet of Montezuma Well National Monument and Wet Beaver Creek.

I have thoroughly documented the dishonest actions of the company in an extensive time line that I supplied to the Yavapai County Planning Commission. The commission voted today to approve the use permit for the well, which was constructed three years ago in a residential area without first obtaining a variance.

Montezuma Well National Monument was never notified by the county or the applicant. Kathy Davis, the superintendent, appeared before the commission today and asked for a delay of 30 days, but it was denied. The well is within 300 feet of the parcel.

The company is relying on a $165,000 federally subsidized loan from the Arizona Water Infrastructure Financing Authority connect the well to another site 2,500 feet away where it will install an arsenic treatment system. WIFA suspended the loan earlier this month after I showed the director that the company had

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submitted false information on its NEPA Categorical exclusions document. The company now must complete an EA before any possibility of funding.

While this will slow them down for a while, I think it is imperative that the use permit be rejected by County Supervisors next month to protect the creek and national monument.
There's enough opposition so that it must be a unanimous decision.

The Montezuma Rimrock Water Company is controlled by Patsy Olsen, former ADEQ employee. Her husband, Greg Olsen, is a current ADEQ employee. ADEQ issued a NOV in Dec. 2008 on arsenic violations but has done nothing since. Greg Olsen has made public statements viciously attacking me personally for raising questions about the company's performance. I have filed a formal complaint with ADEQ over his conflict of interest.

I just recently learned that the company falsified its notice of intent to drill filing with the county and ADWR. The company said it was going to deepen an existing well that was shared by three houses. Instead, it moved the well site 24 feet without filing a new permit. This is a violation of County ordinance and a misdemeanor.

The move also appears to have placed the well within 100 feet of one, and possibly three domestic septic systems. I filed a formal complaint with the county today and they are investigating the matter.

This is an issue that needs higher profile in the upcoming month to put pressure on the County Supervisors to kill the use permit. This well is way too close to the Creek and Montezuma Well to be allowed to come on line with a potential 750 gpm.

Wet Beaver Creek could also be negatively impacted by this high production well. The ground water level has fallen 40 feet in years. WBC is suitable habitat for several endangered species.

Any ideas you have to increase pressure on this company, or if the Center is willing to get involved, would be greatly appreciated. I fear I may need to file a writ of mandamus to stop the use permit.

Hope all is well with you and your family.

Best,
John Dougherty

John Dougherty <jd.investigativemedia@gmail.com> Thu, Feb 18, 2010 at 4:00 AM
To: Kathy_M_Davis@nps.gov

Hi Kathy, I've contacted the head of the Center for Biological Diversity concerning the Montezuma Rimrock Water Company and [redacted] responded with a water rights question that perhaps you can answer.

Meanwhile, the County Development Services Director told me last night the county is investigating the location of the well in relationship to the septic tanks and whether the company ever obtained the proper county permit. I'm confident the well is in within 100 feet of at least one septic system that I personally paced off yesterday.

I don't see how ADEQ can issue a needed Certificate of Approval of Construction on a well that has never been properly permitted, and very likely lies within 100 feet of a septic system in violation of state law. The company needs the AOC from ADEQ by April 30.

But so far MRWC appears to do whatever they want, violate stae and local regs with impunity and no one seems to care.

Please see Robin's comments. This group has the ability to generate widespread public support and under take legal action if they are so inclined.

Best,
John
[Quoted text hidden]
--
John Dougherty
InvestigativeMedia.com
602-710-9433

Kathy_M_Davis@nps.gov <Kathy_M_Davis@nps.gov> Thu, Feb 18, 2010 at 7:17 AM
To: John Dougherty <jd.investigativemedia@gmail.com>

I'll reply today after checking with the water rights group. Want to make sure the response is correct. We have 50 percent of ditch outflow. Checking on instream flow and domestic well. we have applied for those.

Kathy
Kathy Davis, Superintendent
Tuzigoot, Montezuma Castle, and Montezuma Well. Cell 9288213913

Sent from the Blackberry. Pardon typos.

From: John Dougherty [jd.investigativemedia@gmail.com]
Sent: 02/18/2010 04:00 AM MST
To: Kathy Davis

[Quoted text hidden]

[Quoted text hidden]

Gmail

John Dougherty <jd.investigativemedia@gmail.com>

WIFA, ACC and MRWC

1 message

John Dougherty <jd.investigativemedia@gmail.com> Fri, Mar 11, 2011 at 9:16 PM
To: Kathy_M_Davis@nps.gov

Kathy, ACC records show that WIFA was going to demand a full EIS that would have cost $100,000 or so.

MRWC, with ACC staff support, is now seeking modification of an ACC order to allow MRWC to seek private financing to construct the arsenic treatment plant rather than the WIFA loan.

I know there was serious concerns from the commissioners last year when Patsy suggested seeking private financing. Commissioner Paul Newman particularly expressed concern as to why consumers should be forced to pay higher rates for the treatment plant.

This is also clearly an end run around environmental laws designed to protect the national monument.

I intend to file written opposition to the proposal and request a hearing. I hope the park service files objections as well.

This is shaping up to be a political show down between the park service and the Arizona Corporation Commission -- three Republicans and two Democrats.

Best,

John Dougherty
InvestigativeMedia.com
602-710-9433

2 attachments

MRWCACCloanmod1232011.pdf
85K

CorpCommstaffreport2102011.pdf
333K

Gmail

John Dougherty <jd.investigativemedia@gmail.com>

well #4 water rights

3 messages

Kathy_M_Davis@nps.gov <Kathy_M_Davis@nps.gov> Thu, Feb 18, 2010 at 10:05 AM
To: John Dougherty <jd.investigativemedia@gmail.com>

John,

Does MRWC have water rights for Well #4?

Kathy

Kathy M Davis, Superintendent, Montezuma Castle & Tuzigoot NMs Office
928-567-5276 x 223 Cell 928-821-3913 Fax 928-567-3597

John Dougherty <jd.investigativemedia@gmail.com> Thu, Feb 18, 2010 at 10:09 AM
To: Kathy_M_Davis@nps.gov

Yes. We are not located in an Active Management Area which restricts ground water pumping. I believe she can pump all she wants.
John
[Quoted text hidden]
--
John Dougherty
InvestigativeMedia.com
602-710-9433

Kathy_M_Davis@nps.gov <Kathy_M_Davis@nps.gov> Thu, Feb 18, 2010 at 10:24 AM
To: John Dougherty <jd.investigativemedia@gmail.com>

thanks for the info. The water rights folks are preparing a summary to your earlier question. I'll send when I receive it.

Kathy

Kathy M Davis, Superintendent, Montezuma Castle & Tuzigoot NMs Office
928-567-5276 x 223 Cell 928-821-3913 Fax 928-567-3597

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A - 44f
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John Dougherty <jd.investigativemedia@gmail.com>

Verde Valley Justice Court dismisses Injunction

1 message

John Dougherty <jd.investigativemedia@gmail.com> Wed, May 23, 2012 at 1:15 PM
To: [redacted] Rebecca Wilder <RWilder@azcc.gov>, Mark Shaffer <shaffer.mark@azdeq.gov>, [redacted]

Today, the Verde Valley Justice Court dismissed Patricia Olsen's Injunction Against Harassment Order she obtained against me last summer. The judge dismissed the order after finding that Ms. Olsen has "abused" the order repeatedly. The judge stated she "rarely" dismisses an injunction. The decision comes after Ms. Olsen alleged to the Yavapai County Sheriff's Office that I struck her with my motorcycle. After an investigation, the Sheriff's Office concluded that never occurred.

Ms. Olsen has used the injunction, which in my view should have never been ordered, as a sword in an ongoing effort to discredit me before the Arizona Corporation Commission, the Arizona Department of Environmental Quality, the Yavapai County Board of Supervisors and the media.

I will continue to oppose any effort by Ms. Olsen's water utility, the Montezuma Rimrock Water Company, to use its Well No. 4, which was constructed in violation of the Yavapai County Water Code. The Well is within 300 feet of Montezuma Well National Monument and Wet Beaver Creek. In 2010, the U.S. Environmental Protection Agency and a private contractor recommended that the company conduct an Environmental Impact Statement before operating the well. In an imporant precedent, the Water Infrastructure Financing Authority or Arizona agreed and required the Company to conduct an EIS before it would issue a $165,000 federally-subsidized loan.

The company is seeking to bypass an EIS, with the cooperation of the ACC staff, by attempting to acquire private financing for the project. I have intervened in two cases at the ACC and have filed a formal complaint, which is pending.

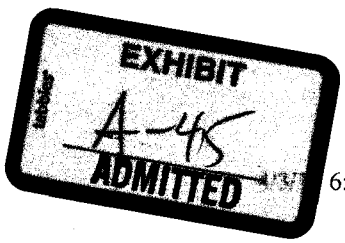
Yavapai County Superior Court will hold a hearing on May 31 on the Company's motion to have the Yavapai County Water Code ruled invalid. The code prohibits the construction of a well within 50 feet of a property boundary. There is no single spot on the parcel where the Company built Well 4 that complies with this provision.

The Yavapai County Board of Supervisors will hold a hearing on June 18 to consider the Company's appeal of the County's development services department's decision on April 7, 2011 to revoke the Company's commercial use permit for Well 4.

The company was also issued a Notice of Violation by ADEQ in April for failing to complete the arsenic treatment facility under the terms of a June 7, 2010 Consent Order. The company has been providing bottled water to customers, who are forced to make an appointment to get potable water.

Thanks,

John Dougherty
InvestigativeMedia.com



The BUGLE

Thursday, April 07, 2011

Explore the mystery: Montezuma Well study goes public

Steve Ayers
Staff Reporter

Thursday, April 07, 2011

BEAVER CREEK - Montezuma Well has always been a mysterious place.

Home to an ancient culture and the point of origin for both the Yavapai and Apache, it has remained a curiosity to visitors and locals alike, ever since its existence was first reported to the outside world.

But like so many natural wonders, it now finds itself encroached upon by a modern society, one that has not only taken up residence at its doorstep, but has the means and motive to impact its unique springs.

Six years ago the National Park Service made a request to the U.S. Geological Survey for a comprehensive study of the well's hydrology, to determine if the

A U.S. Geological Survey study, done at the request of the National Park Service and using data collected by an NPS dive team in 2006, shows that the water emerging from the Well began as rain and snow on the Mogollon Rim, nearly 10,000 years ago. The spring water is directed upward from about 750 feet below by fractures, faults and volcanic dikes.

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proliferation of wells surrounding the well posed a threat.

That study has been completed and will be presented to the public in the form of on-site tours and lectures on April 15 and 16.

According to USGS hydrologist Raymond Johnson, the study used a combination of geochemical analysis and geologic information gathered from well logs and other sources to determine where the water came from and how it made its way to the Well.

The hydrologic system that powers Montezuma Well and the impact of wells in close proximity will be the subject of a field trip and lectures sponsored by the National Park Service, Yavapai College, Friends of the Well and the Verde River Basin Partnership on April 15 and 16.

"The water comes from the Mogollon Rim, following the same stratigraphy (rock formations) that are exposed in the Grand Canyon," Johnson says. "The difference at Montezuma Well is that the rock layers are covered by lake deposits and basalt flows."

Johnson estimates it takes the water 10,000 years to make its way from the Rim to the Well.

"Our study shows the water comes up from the Redwall Limestone, a cavernous formation about 750 below and is directed to the surface by a combination of fractures, faults and impermeable basalt dikes," Johnson says.

Because the water feeding the well comes from such a great depth, Johnson believes it is "relatively disconnected" from area wells that are tapping into the shallower lake deposits of the Verde formation, but could be impacted by deeper wells, up gradient from the Well.

Johnson's field trips and lectures are designed for those who wish to gain an appreciation and understanding for the well's mysteries.

"I'm trying to hit dual audiences," he says. "One side is the science, the geology

and geochemistry, which is cool stuff, but also the practical side of what the Park Service and the community wants to know about protecting Montezuma Well."

Geologist Ed DeWitt, who coauthored the report, will join Johnson for the presentations.

Related Links:

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John Dougherty <jd.investigativemedia@gmail.com> Tue, Feb 9, 2010 at 11:29 AM
To: Elise Link <Elise.Link@co.yavapai.az.us>

Elise, Great...I'll get them to you shortly within the document.

I would very much like to post the photos during the hearing.

I think it is very important that the Commission understand that this parcel is in the MIDDLE of a subdivision surrounding by houses. It's not on the edge, tucked away. And, it is very close to Wet Beaver Creek and Montezuma Well. The applicant could have purchased commercial land along Beaver Creek Road, in between the company's two other well locations, and we wouldn't be here protesting.

John
[Quoted text hidden]

John Dougherty <jd.investigativemedia@gmail.com> Tue, Feb 9, 2010 at 11:50 AM
To: Elise Link <Elise.Link@co.yavapai.az.us>, Boyce Macdonald <boyce.macdonald@co.yavapai.az.us>

can you see these pics?
[Quoted text hidden]

Statement opposing use permit and timeline.doc
2311K

Boyce Macdonald <Boyce.Macdonald@co.yavapai.az.us> Tue, Feb 9, 2010 at 11:51 AM
To: John Dougherty <jd.investigativemedia@gmail.com>

Ok now thanks.

From: John Dougherty [mailto:jd.investigativemedia@gmail.com]
Sent: Tuesday, February 09, 2010 11:50 AM
To: Elise Link; Boyce Macdonald
Subject: statement opposing use permit and supporting exhibits

can you see these pics?

[Quoted text hidden]

John Dougherty <jd.investigativemedia@gmail.com> Tue, Feb 9, 2010 at 11:55 AM
To: Boyce Macdonald <Boyce.Macdonald@co.yavapai.az.us>

Great...thanks for you patience.
John

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A-53
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USGS
science for a changing world

In cooperation with the National Park Service

Water and Rock Geochemistry, Geologic Cross Sections, Geochemical Modeling, and Groundwater Flow Modeling for Identifying the Source of Groundwater to Montezuma Well, a Natural Spring in Central Arizona

Open-File Report 2011–1063

U.S. Department of Interior
U.S. Geological Survey

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Cover: *Left,* Montezuma Well. *Right,* Layered travertine deposit at previous spring source near Montezuma Well.

Water and Rock Geochemistry, Geologic Cross Sections, Geochemical Modeling, and Groundwater Flow Modeling for Identifying the Source of Groundwater to Montezuma Well, a Natural Spring in Central Arizona

By Raymond H. Johnson, Ed DeWitt, Laurie Wirt, L. Rick Arnold, and John D. Horton

In cooperation with the National Park Service

Open-File Report 2011–1063

U.S. Department of the Interior
U.S. Geological Survey

U.S. Department of the Interior
KEN SALAZAR, Secretary

U.S. Geological Survey
Marcia K. McNutt, Director

U.S. Geological Survey, Reston, Virginia: 2011

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Suggested citation:
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Conversion Factors

Inch/Pound to SI

Multiply	By	To obtain
Length		
inch (in.)	2.54	centimeter (cm)
inch (in.)	25.4	millimeter (mm)
foot (ft)	0.3048	meter (m)
mile (mi)	1.609	kilometer (km)
yard (yd)	0.9144	meter (m)
Volume		
ounce, fluid (fl. oz)	0.02957	liter (L)
pint (pt)	0.4732	liter (L)
quart (qt)	0.9464	liter (L)
gallon (gal)	3.785	liter (L)
gallon (gal)	0.003785	cubic meter (m^3)
cubic inch (in^3)	0.01639	liter (L)
cubic foot (ft^3)	0.02832	cubic meter (m^3)
cubic yard (yd^3)	0.7646	cubic meter (m^3)
Flow rate		
foot per second (ft/s)	0.3048	meter per second (m/s)
cubic foot per second (ft^3/s)	0.02832	cubic meter per second (m^3/s)
Mass		
ounce, avoirdupois (oz)	28.35	gram (g)
pound, avoirdupois (lb)	0.4536	kilogram (kg)
Pressure		
Atmosphere, standard (atm)	101.3	kilopascal (kPa)

Temperature in degrees Fahrenheit (°F) may be converted to degrees Celsius (°C) as follows:
°C=(°F-32)/1.8
Vertical coordinate information is referenced to the North American Vertical Datum of 1929 (NAVD 29).
Horizontal coordinate information is referenced to the North American Datum of 1927 (NAD 27).

SI to Inch/Pound

Multiply	By	To obtain
Length		
centimeter (cm)	0.3937	inch (in.)
millimeter (mm)	0.03937	inch (in.)
meter (m)	3.281	foot (ft)
kilometer (km)	0.6214	mile (mi)
meter (m)	1.094	yard (yd)
Volume		
liter (L)	33.82	ounce, fluid (fl. oz)
liter (L)	2.113	pint (pt)
liter (L)	1.057	quart (qt)
liter (L)	0.2642	gallon (gal)
cubic meter (m^3)	264.2	gallon (gal)
liter (L)	61.02	cubic inch (in^3)
cubic meter (m^3)	35.31	cubic foot (ft^3)
cubic meter (m^3)	1.308	cubic yard (yd^3)
Flow rate		
meter per second (m/s)	3.281	foot per second (ft/s)
cubic meter per second (m^3/s)	35.31	cubic foot per second (ft^3/s)
Mass		
gram (g)	0.03527	ounce, avoirdupois (oz)
kilogram (kg)	2.205	pound avoirdupois (lb)
Pressure		
kilopascal (kPa)	0.009869	atmosphere, standard (atm)

Temperature in degrees Celsius (°C) may be converted to degrees Fahrenheit (°F) as follows:
°F=(1.8×°C)+32
Vertical coordinate information is referenced to the North American Vertical Datum of 1929 (NAVD 29).
Horizontal coordinate information is referenced to the North American Datum of 1927 (NAD 27).

Abbreviations Used in This Report

°C	degrees Celcius
mg/L	milligrams per liter
µg/L	micrograms per liter
µS/cm	microSiemens per centimeter
‰	per mil (or parts per thousand)
$\delta^{18}O$	delta notation for the ration of oxygen-18/oxygen-16, expressed in per mil or parts per thousand
δD	delta notation for the ration of hydrogen-2/hydrogen-1, expressed in per mil or parts per thousand

Water and Rock Geochemistry, Geologic Cross Sections, Geochemical Modeling, and Groundwater Flow Modeling for Identifying the Source of Groundwater to Montezuma Well, a Natural Spring in Central Arizona

By Raymond H. Johnson, Ed DeWitt, Laurie Wirt, L. Rick Arnold, and John D. Horton

Problem Statement

The National Park Service (NPS) seeks additional information to better understand the source(s) of groundwater and associated groundwater flow paths to Montezuma Well (fig. 1) in Montezuma Castle National Monument, central Arizona. The source of water to Montezuma Well, a flowing sinkhole in a desert setting (see picture on cover), is poorly understood. Water emerges from the middle limestone facies of the lacustrine Verde Formation (Twenter and Metzger, 1963), but the precise origin of the water and its travel path are largely unknown (McKee and others, 1947; Lange, 1957). Some have proposed artesian flow to Montezuma Well through the Supai Formation, which is exposed along the eastern margin of the Verde Valley and underlies the Verde Formation (Konieczki and Leake, 1997). The groundwater recharge zone likely lies above the floor of the Verde Valley somewhere to the north or east of Montezuma Well, where precipitation is more abundant. Additional data from groundwater, surface water, and bedrock geology are required for Montezuma Well and the surrounding region to test the current conceptual ideas, to provide new details on the groundwater flow in the area, and to assist in future management decisions. The results of this research will provide information for long-term water resource management and the protection of water rights.

Research and Report Objectives

The first objective is to develop a conceptual hydrogeologic framework model that identifies the principal stratigraphic and structural features that serve as constraints or conduits for groundwater movement for the region surrounding Montezuma Well. This framework will integrate available geologic, geophysical, hydrological, and geochemical data.

The second objective of this research is to identify travel paths for groundwater supplying Montezuma Well and the surrounding region, on the basis of chemical and isotopic analyses of groundwater samples and rock samples. Isotopic and chemical data are being used as naturally-occurring tracers of recharge source areas and water-rock interactions.

The purpose of this Open-File Report (OFR) is to release the groundwater chemistry, rock data, geologic cross sections, and groundwater flow modeling related to completing the above research objectives. Detailed interpretations related to this release will be provided in subsequent journal articles.

Much of the wording in this report has technical details. Several glossaries are available online that cover definitions of technical geologic and hydrologic words. Geologic glossaries are offered online

by the U.S. Geological Survey and the National Park Service (*http://www.nature.nps.gov/geology/usgsnps/misc/glossaryAtoC.html*) and by Cengage Learning (*http://college.cengage.com/geology/resources/geologylink/glossary.html*). Hydrologic glossaries are offered online by the U.S. Geological Survey Oregon Water Science Center (*http://or.water.usgs.gov/projs_dir/willgw/glossary.html*) and Georgia Water Science Center (*http://ga.water.usgs.gov/edu/dictionary.html*).

Physical Setting

Montezuma Well is a spring-fed sinkhole on the north bank of Wet Beaver Creek (fig. 1), about 8 miles (mi) northeast of the town of Camp Verde in the Verde Valley of Arizona. Montezuma Well is part of the Montezuma Castle National Monument, managed by the NPS. Wet Beaver Creek is a predominantly gaining stream from its origin at Wet Beaver Creek Spring to below Montezuma Well (fig. 1) and is perennial to a point downstream from Montezuma Castle.

The climate of the study area is arid to semiarid, with a bimodal pattern of precipitation caused by winter storms and summer monsoons. Spatial differences in temperature and precipitation vary greatly and are largely governed by elevation and the season of the year. The Verde Valley basin receives a majority of its recharge from the high-altitude rim region to the north and east (Twenter and Metzger, 1963, p. 67).

The Verde Valley is the transition zone between the Colorado Plateau, which forms the high-altitude rim to the north and east (Mogollon Rim), and the Basin and Range province. In this area, the Colorado Plateau is extensively covered by basalt flows. The Verde Formation is a limestone deposit formed during regional extension approximately 5–10 million years ago. The geology mapped by Weir and others (1989) is presented in figure 2, which includes the location of a geologic cross section. This cross section (fig. 3) was created specifically for this research and is based on available well logs, the mapped geology, and geophysical interpretations. Figure 4 shows the geophysical details from an aeromagnetic map of the area with explanations of the interpretations that were used to help create the geologic cross section. The extension and downward faulting in the area is immediately apparent by following the elevation of the Permian Sandstones or any other unit that forms the geology in the Colorado Plateau (fig. 3). A summary of the geologic history of the area can be found in Ranney (2001). The geologic history of the area is important in understanding how the current geology was formed. However, the focus of this report is a detailed description of the subsurface geology in order to understand water-rock interactions. The geochemistry of these interactions assists in identifying groundwater flow paths and sources of groundwater to Montezuma Well.

Data Collection and Sampling Procedures

Water Data

Spring, well, and stream water samples were collected in the area around Montezuma Well at the locations in figures 5, 6, and 7. Sampling was completed in three rounds: May 2006, October 2006, and April 2008. Water sample locations and data maps throughout this report have been split according to year. Water sample locations from 2006 are presented in figures 5 and 6, and water sample locations from 2008 are presented in figure 7. The April 2008 sampling round was completed in order to provide repeat sampling at many locations, add some additional shallow well sampling, provide for improved alkalinity measurements (discussed below), and provide for the collection of additional helium isotope data (which will be released and discussed in a subsequent journal article). All water data, along with

sample type (that is, spring, well, or stream), are included in table 1. All original laboratory data and field parameters including pH, water temperature, specific conductance, alkalinity, and dissolved oxygen are provided in appendix 1. Water samples were collected either through tubing connected to a peristaltic pump or with a plastic syringe. Larger, more accessible springs were sampled using a peristaltic pump, where the sample tubing was placed to the desired depth. Shallow, less accessible springs were sampled using a plastic syringe. Wells were sampled using the peristaltic pump with pumped well water constantly flowing through a clean, plastic collection bottle. Any available well information (well identification, depth, etc.) is provided in table 1. All samples were field filtered. The peristaltic pump samples used an in-line 0.45–micrometer (μm) capsule filter and syringe samples used a syringe-mounted 0.45-μm disc filter.

Montezuma Well has a "false bottom" with two main springs of "flowing sand" (Konieczki and Leake, 1997) which are referred to as the East and West vents, based on location. In the area of these two main springs, the hard bottom occurs at a depth of approximately 55 feet (ft) below the water's surface, and the "false bottom" refers to the visible top of the flowing sands in the spring vents (fig. 8), which also occurs at approximately 55 ft. Groundwater samples were collected at depth within these two springs of flowing sand. The exact shape and depth of these spring vents are unknown. Sampling was achieved using a small well screen (1-inch [in] diameter with 0.010-in slots) connected to polyethylene tubing (1/4-in) that was connected to the peristaltic pump at the water's surface (fig. 9). The deepest sample collected was at 130 ft below the water's surface in the East vent. In 2006, divers assisted in the placement of the sampling apparatus, which included added weights to overcome the upward force of the flowing sands and a YSI HydroLab that measured field parameters at depth (shown going into the sand in fig. 8 and attached to apparatus in fig. 9). Note that for specific conductance measurements, the YSI HydroLab was measuring water and flowing sand as a bulk measurement, thus making the reported measurements in the Montezuma Well vents low because of the highly resistive sand. In 2008, the same sampling apparatus was used again to sample the same main springs. During this round, divers were not used and the sampling personnel were able to locate the main springs by tapping the bottom until the apparatus was able to go to a depth greater than 55 ft. Placement of the apparatus into the spring vent was confirmed by removing the peristaltic pump and checking that the spring water flowed through the tubing under artesian pressure. This flow did not occur if the apparatus was not truly in a spring vent. The YSI HydroLab was not used in the 2008 sampling; instead, all field parameters were measured directly on the flowing water at the surface, which did not include any flowing sand.

Ten aliquots of water provided samples for (1) strontium isotopes, (2) sulfur isotopes, (3) carbon isotopes, (4) tritium, (5) isotopes of oxygen and hydrogen, (6) dissolved major and minor cations and sulfate, (7) dissolved major cations only, (8) dissolved major anions, (9) alkalinity, and (10) arsenic concentrations and speciation. All original laboratory data can be found in appendix 1. Water samples for inductively coupled plasma–mass spectrometry (ICP-MS) and inductively coupled plasma–atomic emission spectrometry (ICP-AES) analyses were acidified to a pH<2 with ultrapure nitric acid. Water samples for ion chromatography (IC) and alkalinity were refrigerated for preservation. Alkalinity was determined by automatic titration ("Mineral's Lab" column in table 1) and manual titration ("Johnson titration" column in table 1) to a pH of 4.5. However, degassing of carbon dioxide (CO_2) in these samples created calcite precipitation that did not fully dissolve during alkalinity measurements. For the 2006 samples, alkalinity was also determined through geochemical modeling (PHREEQC, Parkhurst and Appelo, 1999) using alkalinity as a charge balance component ("PHREEQC calculated" column in table 1). For the 2008 samples, alkalinity was measured immediately in the field in order to minimize CO_2 degassing. The majority of strontium and all sulfur isotopic analyses were completed by the USGS Mineral Resources Laboratory (Denver, Colo.) on a Nu Plasma multi-collector–inductively coupled

plasma–mass spectrometer (MC-ICP-MS) using a desolvating nebulizer. Five strontium isotope samples were analyzed at the University of Colorado– Geosciences Department Laboratory using thermal ionization mass spectrometry (TIMS). Only selected samples were collected for tritium and carbon isotopes, which were analyzed by the Laboratory of Isotope Geochemistry at the University of Arizona in Tucson, Ariz. Carbon isotopes were analyzed using an accelerated mass spectrometer (AMS; see *http://www.physics.arizona.edu/ams/education/ams_principle.htm* for the basic principles of AMS), and tritium was measured using liquid scintillation counting. The 2008 tritium analyses were completed by the USGS Noble Gas Laboratory in Denver, Colo., using the helium in-growth method (Bayer and others, 1989; Clark and Fritz, 1997; Demange and others, 2002). With this method, the tritium is allowed to decay and produce the helium-3 (^{3}He) isotope, which is subsequently measured on a mass spectrometer. The total "in-growth" of ^{3}He is used to calculate the amount of tritium present in the sample. This method was used because it has a low detection limit (0.01 tritium units). The oxygen and hydrogen isotopic compositions of water (δ^{18}O, δD) were performed by the USGS Crustal Imaging Team Laboratory in Denver, Colo. Oxygen isotopic compositions were determined using a Micromass Optima, with an automated CO_2 equilibration technique adapted from Epstein and Mayeda (1953). Water samples were prepared for hydrogen-isotopic analyses using the zinc-reduction technique (Kendall and Coplen, 1985). The hydrogen analyses were preformed on a Finnigan MAT 252 mass spectrometer. Values of δ^{18}O and δD are relative to VSMOW (Vienna Standard Mean Ocean Water) and have a reproducibility of approximately 0.2 and 1.0 per mil, respectively.

Analyses for major and minor cations and anions were completed at the USGS Mineral Resources Laboratory (Denver, Colo.). Major and minor cations plus sulfate were completed using ICP-MS (Lamothe and others, 2002) and ICP-AES (Briggs, 2002a). Anion analyses were completed using IC (Theodorakos and others, 2002). Measurements of alkalinity were completed at the USGS Mineral Resources Laboratory (Denver, Colo.) using an automated titrator and separately using manual incremental titration, both to a pH of 4.5. Because of CO_2 degassing, calcite precipitation, and alkalinity reported in a field blank, the lab alkalinity data from 2006 are not deemed reliable. Reproducibility of the ICP-MS and ICP-AES data are generally within 5 percent, and three field blanks were collected to identify contamination during sampling (no significant contamination was found). Total arsenic and arsenic species concentrations (designated as Breit in table 1) were measured using atomic fluorescence spectrometry (AFS) (Corns and others, 1993). Arsenic species were measured by passing the water sample through an anion exchange column with a phosphate mobile phase prior to AFS analysis (Moreno and others, 2000). Both methods were calibrated using freshly prepared standards, and errors were within 5 percent for total and speciation analyses.

Rock Data

Rock samples were collected in the area around Montezuma Well at the locations shown in figures 10, 11, and 12 (formation names are included for reference) in October 2006. Rock samples were prepared by crushing and grinding then dry sieving to less than 150 microns (Taylor and Theodorakos, 2002). The prepared sample was then digested using multiple acids (Briggs and Meier, 2002; Briggs, 2002b) (thus the reference to this procedure as "whole-rock" analysis) and then analyzed for major and trace elements plus boron and strontium isotopes (^{87}Sr/^{86}Sr). All 2006 rock data are reported in table 2 and all original laboratory data is provided in appendix 2. The ICP-MS analyses (Briggs and Meier, 2002) were performed by the USGS Mineral Resources analytical laboratories in Denver, Colo., and the ICP-AES analyses (Briggs, 2002b) were completed on a sample splits by SGS Minerals in Toronto, Ontario, Canada. Both laboratories use the same multiple acid digestion method to completely dissolve the solid material, and elemental data are reported in parts per million (ppm) or as a

percentage of the solid-phase total. The strontium isotopes ($^{87}Sr/^{86}Sr$) on rock samples were determined using the same acid digest method and analyzed on a Nu plasma MC-ICP-MS using a desolvating nebulizer.

Results

All of the results provided in this section are intended to release and summarize all of the collected data. Interpretation of these data will be provided in subsequent journal articles.

Geology and Rock Data

The detailed geologic units of the area are shown in figures 2 and 3, including all formation names and well log locations. The geology and whole-rock data can be summarized more easily by grouping the various rock formations. For the whole-rock data (table 2), the rock samples are grouped as travertine, Verde limestone, other Verde samples, basalt, and upgradient samples (these same groupings are given in table 2). The travertine deposits occur only in the immediate Montezuma Well vicinity (fig. 3) and are mapped in more detail by Donchin (1983). The Verde limestone is very heterogeneous, and samples that were not pure limestone were included in a separate group (other Verde samples). These samples included evaporites, red clayey and (or) silty limestone, and basalt conglomerates within the Verde limestone. All basalt samples are pure basalt and do not include the basalt conglomerate sample within the Verde Formation. The upgradient samples are from the Permian age units (sandstones and limestones), which are upgradient in groundwater flow and elevation from Montezuma Well.

Using these groupings, a series of box and whisker plots (figs. 13–15) show the varying rock compositions. The concentrations of calcium in the travertine and the Verde limestone (fig. 13) approach 500,000 ppm (or 50 percent by weight), indicating rocks that are almost pure calcium carbonate. The other Verde samples have much less total calcium and larger amounts of iron (fig. 13), with oxidized and precipitated iron often giving the rock a reddish color. Large iron concentrations uniquely identify the basalts (fig. 13). The upgradient rocks (fig. 13) are sandstones that are mostly pure quartz and have low calcium and iron concentrations, as expected. Overall, each rock type is well identified by simply looking at the iron and calcium concentrations. In addition, arsenic and lithium appear to be uniquely high in the other Verde samples (fig. 14), most likely due to adsorption on iron and (or) clay minerals. Arsenic is also slightly elevated in the travertine samples (fig. 14).

The use of strontium concentrations and isotope ratios in rocks and water in the area around Montezuma Well was a basis for this research. Previous data (table 3) indicated that the basalts have high strontium concentrations, yet the strontium isotope ratios ($^{87}Sr/^{86}Sr$) are low; the opposite is seen in the Permian Sandstones. Given this knowledge, samples for strontium concentrations and isotope ratios of the rock and the water should be good indicators of the groundwater flow paths. Data for this report indicate strontium concentrations are distinctly elevated in the basalt samples and the other Verde samples (fig. 15 and table 3). Much of the elevated concentrations of strontium in the other Verde group are found in the evaporite deposits. The strontium isotope ratios are distinctly low in the basalt samples and high in the upgradient group (fig. 15 and table 3), as expected.

The previous cross section (A-A', fig. 3) is presented again with the strontium concentrations and isotopic ratios plotted for the major rock types (fig. 16); a simplified version with just the strontium isotopic concentrations is also provided (fig. 17). The key point for the strontium data is the high strontium concentrations and low isotopic ratios for the basalts (fuschia color in fig. 16) compared to the low strontium concentrations and high isotopic ratios for the Permian sandstones and shales (brown color in fig. 16). The Paleozoic limestones and the Verde Formation are both low in strontium

concentration and intermediate in strontium isotopic ratio. Data for the basement granitic rocks (table 3) show much higher strontium isotope ratios than any sedimentary rock in the area.

In order to evaluate possible groundwater flow paths, the geologic units were also grouped according to permeability (fig. 18) based on rock type. In general, the highest permeability rocks are the horizontal basalts and the Paleozoic limestones (especially the Redwall Limestone). Intermediate permeability formations include the Paleozoic clastic sedimentary rocks and the Verde Formation (decreased permeability due to silts and clays). The lowest permeability rocks are the granitic basement and the vertical basalt dikes. The basalt dikes are inferred to be of low permeability due to slower cooling rates and less fracturing, although the surrounding rocks might be highly fractured, causing the permeability to be higher than otherwise expected.

Water Data

All water sample locations are shown on figures 5, 6, and 7 with data provided in table 1. A graph of all $\delta^{18}O$ and δD isotope samples in water is provided in figures 19*A* (2006 samples), 19*B* (2008 samples), and 19*C* (both years). Figures 20*A* (2006 samples) and 20*B* (2008 samples) provide an interpretation of water sources as upgradient, deep, shallow, or mixed, which is discussed briefly in the next paragraph. A series of maps with the geochemical water data are given in figures 21–45; for each of these figures, part *A* shows data for 2006 samples and part *B* shows data for 2008 samples. For 2006 samples (figs. 21–45), because several samples were taken at Montezuma Well, Soda Springs, and Montezuma Haven, only the following samples are plotted on the map: MOWE-East-80, SODA-1, and Mont. Haven #3. For 2008 samples, Montezuma Well is plotted for MOWE-East data only and Soda Springs is plotted for SODA-A data only. In addition, for 2008 samples WB-LMBridge and LMBridge-Seep, the sample locations are so close together that the plotted points overlap and appear as only one point, so sample values for WB-LMBridge (stream) are plotted closest to the point and values for LMBridge-Seep (groundwater) are second farthest from the point.

In figures 21–45 and table 1, water samples are grouped into upgradient, shallow, deep, and mixing zones in order to clearly identify differing water types. These groupings are based on location and the subsequent geochemistry. Upgradient samples are any water samples collected outside of the Verde Formation (table 1 and blue sample locations in fig. 20) and include upgradient stream water samples. The shallow samples (table 1 and yellow samples in fig. 20) are within the Verde Formation but have different geochemistry than deep water samples, especially lower chloride values. Groundwater samples from Soda Springs and Montezuma Well are considered deep groundwater sources (table 1 and red samples in fig. 20) because their geochemistry is unique with high concentrations of carbon dioxide, calcium, chloride, arsenic, and other elements. The groundwater samples that are farther downgradient from Montezuma Well are considered to occur in an area of possible groundwater mixing within the Verde Formation (table 1 and orange samples in fig. 20). These samples have geochemistry that is similar to the deeper groundwater, yet they are lower in carbon dioxide, arsenic, and chloride concentrations. Two stream water samples at the Lake Montezuma Bridge are classified as mixing zone samples, as they are downgradient from Montezuma Well and Soda Springs discharge in Wet Beaver Creek. These sample categories and their interpretations relating to groundwater sources to Montezuma Well will be discussed in more detail in subsequent journal articles.

Summary Figures for Geochemical Data

Figures 46 and 47 were created to allow for easier comparison of each groundwater category designation. These figures use only data from the 2006 samples because the upgradient category dataset is more complete. Figure 46 presents the upgradient and shallow categories, and figure 47 adds the

mixing category for comparison. The upgradient category data (figs. 46 and 47) is the average value for all the upgradient samples listed in table 1 (2006 data only). Because the deep groundwater category has data with a distinct trend, only the MOWE-East-80 sample was plotted in figures 46 and 47; this is the "reference" sample that the other samples are normalized against. Given the limited samples for the other categories, the mixing category uses only Mont. Haven #3 and the shallow category uses only MOWE-Residence. In figures 46 and 47, each sample value is divided by the MOWE-East-80 sample to provide a normalized value for each constituent presented.

Trend lines for all 2006 data comparing chloride to arsenic and chloride to calcium are presented in figure 48. Arsenic and calcium both appear to correlate quite well with chloride concentrations. Similarly, trend lines for all 2006 data comparing chloride to silica and strontium are presented in figure 49. Silica and strontium do not show any apparent correlations.

Geochemical Modeling

Geochemical modeling to calculate mineral saturation indices was completed on all water samples using PHREEQC (Parkhurst and Appelo, 1999); these results are included in appendix 3. The saturation indices for calcite, dolomite, barite, and chalcedony are also included in table 1. A saturation index less than zero indicates possible mineral dissolution and an index greater than zero indicates possible mineral precipitation (given the analytical data for that water sample). Calcite saturation indices are plotted in figure 45. These data show that calcite may be slightly undersaturated in the upgradient waters (Lodge sample saturation index = -1.34) and is supersaturated in the downgradient stream sample (saturation index = 1.10, due to excess carbon dioxide being degassed and creating calcite precipitation).

Inverse geochemical modeling goes beyond simple saturation index calculations by using a mass balance approach. The generation of a "final" water from an "initial" water (in terms of geochemistry) given the mass of constituents in solution are adjusted through the dissolution or precipitation of assumed mineral phases (Parkhurst and Appelo, 1999). Uncertainty in this procedure occurs from analytical errors, incorrect assumptions of the appropriate mineral phases, and the fact that multiple models may produce the same mass balance (many different minerals can produce the same dissolved constituents). However, the carbonate system around Montezuma Well is relatively well constrained, and the same suite of minerals provided good inverse models in all cases (appendix 3). Inverse modeling was completed with the Lodge well as the initial water (recharge water) and various final waters. The results (appendix 3) are typical of a carbonate system with the dissolution of calcite, dolomite, halite, and gypsum, and some cation exchange. Various pairs of initial recharge waters and final discharge waters were tested, but the results were all quite similar. The upgradient waters all have dissolved inorganic carbon concentrations typical of shallow groundwaters that have recharged through the soil zone. These waters then evolve into Montezuma Well-like deep groundwater with large additions of carbon dioxide or into Verde Valley groundwater like the "MOWE-Residence" sample that has reached final carbonate equilibrium with the surrounding formation. For the deep groundwaters, the large addition of carbon dioxide is not typical of a standard carbonate system, but rather is typical of a travertine forming system, where added carbon dioxide at depth enhances carbonate dissolution, which then precipitates travertine (pure calcium carbonate) at the surface as the carbon dioxide degasses (which lowers the calcium carbonate solubility). These reactions are important to include in ^{14}C age dating, as discussed below, which is the reason for completing the inverse modeling. The final inverse models (appendix 3) use only the Lodge sample as the initial water and only samples that have ^{14}C measurements are used for the final waters.

Carbon-13 (^{13}C) isotope analyses were added as an additional constraint in the inverse modeling. Carbon-13 isotopes were measured to provide additional data on the groundwater flow system and

associated geochemical reactions. In most natural system, ^{13}C is dissolved into the groundwater as it is recharged through the unsaturated zone. The processes that determine the ^{13}C isotope value is complex but they typically produce a ^{13}C value in the range of -16 to -12 per mil (Appelo and Postma, 2005). Carbon-13 values that are well outside of that range indicate different geochemical processes.

Carbon-14 (^{14}C) is a radioactive isotope of carbon which is constantly produced in the atmosphere and has a half-life of 5,730 years. As a result, the amount of ^{14}C in a groundwater sample can be used as an age-dating tool. However, all carbon sources must be accounted for in the sample (hence the use of inverse modeling) as "dead" carbon such as carbon in calcite (rocks that are millions of years old) does not contain any ^{14}C. Any groundwater that has dissolved additional carbon from sources other than the reactions occurring during recharge must be adjusted appropriately. Carbon-13 and carbon-14 isotopes (figs. 42 and 43, respectively) were measured at several locations to assist with groundwater age dating. Carbon-14 is reported in percent modern carbon (pMC), where modern carbon is carbon derived from the atmosphere.

The ^{13}C values in the recharging groundwater in the area are in the range of -14 to -10 per mil (WBS-1, WB-Ranger, and WCS-1, table 1 and fig. 42). These values are typical for groundwaters where calcite dissolution occurs due to the presence of CO_2(gas) in the soil within the recharge area. However, the waters within the Verde Valley in 2006 were -1.8, -2.0, and -1.1 (fig. 42*A*) in the MOWE-Residence, MOWE-West-118, and SODA-1 samples, respectively (table 1), with similar values in 2008 (fig. 42*B*) for groundwater samples. Based on the inverse modeling, the flow to the deep system has dissolved calcite, dolomite, and CO_2 and the mass balance indicates that a majority of the carbon is from the addition of CO_2 (i.e., MOWE-East is 11.95 millimoles of carbon from CO_2 and 3.76 millimoles of carbon from calcite and dolomite). For the shallow Verde Formation waters (i.e., MOWE-Residence) the carbon addition is slightly more from carbonate dissolution and is 1.77 millimoles of carbon from additional CO_2 (probably from organic matter decay in the Verde Formation) and 2.57 millimoles of carbon from calcite and dolomite dissolution (appendix 3).

For the inverse modeling in PHREEQC, the best mass balance fits required the use of ^{13}C isotopes in all three sources (calcite, dolomite, CO_2) to be zero (appendix 3), as more depleted values did not result in any inverse models (mass balance could not be completed). The PHREEQC files allow for error to be included in the ^{13}C values. For the input sources (calcite, dolomite, CO_2), an error of ±2 per mil was used and for the final waters, a measurement error of ±1 per mil was used (except the MOWE-Residence run, which required an error of ±2 per mil). Previous measurements in the area have determined ^{13}C values in local carbonates to average -1.85 per mil and ranged from a maximum of +2.44 per mil and a minimum of -3.84 per mil (Wirt and DeWitt, 2005). A measured ^{13}C value for the added carbon dioxide is not available. However, Clark and Fritz, 1997 and Newell and others, 2005, both give references to volcanic-related CO_2 having ^{13}C values near -6 per mil ±3 per mil. The dissolution of CO_2 results in a fractionation of ^{13}C (see table 5.7 in Clark and Fritz, 1997) based on the carbonate species in solution. While the groundwater solution at depth is unknown, a calculation (appendix 3) using the carbonate species in sample MOWE-West-118 and an assumed CO_2 value of -6 per mil gives a groundwater solution with ^{13}C as -1.47 per mil in the dissolved organic carbon (the measured value was -2.0 per mil). Overall, the use of ^{13}C as 0.0 per mil ±2 per mil seems to be within a reasonable range.

The final PHREEQC inverse models were used directly in NETPATH (Plummer and others, 1994) using NetpathXL (http://wwwbrr.cr.usgs.gov/projects/GWC_coupled/netpath) to calculate a groundwater age via the output files that are created by the latest version of PREEQC-interative (PhreeqcI, http://wwwbrr.cr.usgs.gov/projects/GWC_coupled/phreeqc). NETPATH has calculations built into the software that calculate adjusted age dates based on the addition of "dead" carbon (no ^{14}C).

The simulations provided in appendix 3 all assume that the added carbon sources (calcite, dolomite, and carbon dioxide) do not have any ^{14}C due to the million-year plus age of the carbon. Based on using the Lodge sample as the recharge water, the adjusted age of the deep groundwaters range from 5,400 years to 13,300 years old compared to unadjusted ages of 18,300 to 22,500 (appendix 3). For the MOWE-Residence sample, the adjusted age is 18,900 years old compared to an unadjusted age of 24,400 years old (appendix 3). The MOWE-Residence sample has a much smaller adjustment in age because of the much smaller amount on "dead" carbon entering the system from deep source CO_2. One source of uncertainty is the ^{14}C value in the initial recharge waters and a variety of models are built into NETPATH for this purpose (Plummer and others, 1994). With the Lodge sample, using a ^{14}C value in the initial recharge waters as 100 pMC increases the final ages by approximately 3,000 for all samples.

Conceptual Model Summary

A conceptual model of groundwater flow along the A-A' cross section is summarized in figure 50. Figure 50 uses conceptual flow lines based on general knowledge of the hydrogeology and highlight water-rock interaction using strontium concentrations, strontium isotope ratios, and arsenic concentrations. The main geologic features to consider are the permeable basalts near the surface at the higher elevations, the permeable Redwall Limestone (Mr) at depth (elevation, and the low permeability basalt dike underneath Montezuma Well (MW in fig. 50).

Groundwater Modeling

Numerical Simulations

Numerical profile models (figs. 51, 52, and 53) of cross section A-A' (fig. 3) were constructed to more quantitatively test the conceptual model of groundwater flow near Montezuma Well presented in figure 50. MODFLOW-2000 (Harbaugh and others, 2000) was used to simulate steady-state groundwater flow in the cross section using different hydrogeologic conceptual models to evaluate the effect different subsurface geologic structures could have on flow to Montezuma well. Hydrogeologic conceptual models evaluated were 1) no subsurface geologic structure, 2) a vertical low-permeability geologic structure (basalt dike), 3) a vertical low-permeability subsurface geologic structure (basalt dike) with a drain to simulate Montezuma Well, and 4) a vertical high-permeability subsurface geologic structure. Because few water-level data were available for hydrogeologic layers simulated by the model, the model was not calibrated and was used only to evaluate general head distributions and groundwater flow patterns near Montezuma Well. Results of each of these hydrogeologic conceptual models are presented in this report and detailed conclusions will be provided in the subsequent journal article. All original MODFLOW files can be found in Appendix 4.

Model Design

The groundwater system near Montezuma Well is represented using a profile model (figs. 51, 52, and 53) about 15.9 mi long, extending from about 3.3 mi downgradient of Montezuma Well to about 12.6 mi upgradient of the well to Apache Maid Mountain (high point on A' side). The model simulates groundwater flow in a strip 100 feet (ft) wide and includes hydrogeologic layers and structures between ground surface and Precambrian basement rock at a depth ranging from about 1500 to 3400 ft below ground surface. The model grid has 95 rows and 167 columns with a cell size of 500 ft (horizontal) x 200 ft (vertical). Model vertical dimension is 4 times greater than actual to better display vertical flow

in the groundwater system. Because all hydrogeologic layers are exaggerated by the same factor, relative flow patterns are similar to those for a model with no vertical exaggeration.

The downgradient portion of the model is simulated as a constant-head boundary to allow flow out of the simulated groundwater system. The base and upgradient end of the model are simulated as no-flow boundaries to represent Precambrian basement rock and low-permeability igneous stock below Apache Maid Mountain (high point on A' side in fig. 50). Cells above the potentiometric surface at the top of the model are inactive and are treated as no-flow cells. One cell in the top hydrogeologic layer at the upgradient end of the model has constant head equal to the estimated water level near Apache Maid Mountain in order to establish hydraulic-head gradients across the model representative of the groundwater system in the study area. The model simulates flow under confined conditions.

Hydraulic conductivity of each hydrogeologic layer was estimated using typical values presented in the literature (Freeze and Cherry, 1979) for each rock type. Hydrogeologic layers estimated to have moderate hydraulic conductivity (fig. 50) are assigned a value of 0.05 feet/day (ft/d). Hydrogeologic layers estimated to have high hydraulic conductivity are assigned a value of 0.5 ft/d. Hydrogeologic layers estimated to have very high hydraulic conductivity are assigned a value of 10 ft/d. Vertical geologic structures evaluated near Montezuma Well are simulated using the Horizontal-Flow Barrier package (Hsieh and Freckleton, 1993) for MODFLOW. Recharge is not simulated by the model.

Simulation Results

Simulation 1

Simulation 1 represents general hydraulic head and flow conditions in the groundwater system without the presence of a geologic structure (no basalt dike) near Montezuma Well. The simulated hydraulic head and groundwater flow directions for simulation 1 are shown in figure 51.

Simulation 2

Simulation 2 (fig. 52) shows the effect of a vertical low-permeability subsurface geologic structure (basalt dike) immediately downgradient from Montezuma Well. The geologic structure is simulated as a 75-ft-thick vertical barrier extending from the model base upward about 800 ft to the very-high hydraulic conductivity layer that intersects the upper model layers. The structure is simulated as having hydraulic conductivity equal to 0.00028 ft/d.

Simulation 2 was rerun using a low-permeability structure with a vertical extent ranging from about 400 - 1400 ft, where the 1400-ft structure extends to the simulated land surface (GRABHB folder in Appenix 4). The shorter structure causes less groundwater to flow upward toward Montezuma Well. The structure that extends to land surface causes more upward flow toward the well and creates unrealistic head conditions as ground water mounds upgradient of the structure and greatly declines downgradient of the structure. Simulation 2 also was rerun using a different location for the low-permeability structure. The structure was moved about 0.8 mi downgradient of Montezuma Well to represent the right side of a fault-bounded graben at that location (LOWKHB2 folder in Appendix 4). Simulated hydraulic head and flow conditions resulting from the different structure configuration and location are similar to those from the original location except that upward groundwater flow from the deeper layers occurs downgradient of Montezuma Well, resulting in little to no flow to the Montezuma Well from the deeper layers. Files from these reruns are included in Appendix 4, but not included in any figures.

Simulation 3

Simulation 3 (fig. 53) represents the conditions of simulation 2 with the addition of drain cells in the buried basalt channel. These drain cells are intended to simulate the conditions created by Montezuma Well (head is set to the pond level at 3,573 feet), which is presumably fed by a fracture system at depth. Because of the excess carbon dioxide, this fracture system may be self-sealing near the surface as carbon dioxide degasses and calcite precipitates. Therefore, drain cells in the simulation are only located in the subsurface basalt channel and are not extended to the surface.

Simulation 4

Simulation 4 represents hydraulic head and flow conditions resulting from the presence of a vertical high-permeability (hydraulic conductivity = 100 ft/d) subsurface geologic structure immediately downgradient from Montezuma Well. The presence of a high-permeability structure near Montezuma Well had no substantial effect on hydraulic head and flow in the groundwater system, and results are nearly identical to those presented in fig. 51 for simulation 1. Therefore, a separate figure is not presented. Simulation 4 was rerun using a high-permeability structure with different vertical extents (HIGHKHB2 folder in Appendix 4), but none of the simulations resulted in any significant changes in hydraulic head or flow in the groundwater system.

Summary

This report releases data collected in 2006 and 2008 from water and rock samples in and around Montezuma Well. Newly developed geologic cross sections and groundwater flow modeling to assist in identifying the source of groundwater to Montezuma Well are also presented. All methodologies and data results are provided herein with interpretations to be provided in separate journal articles.

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Figures

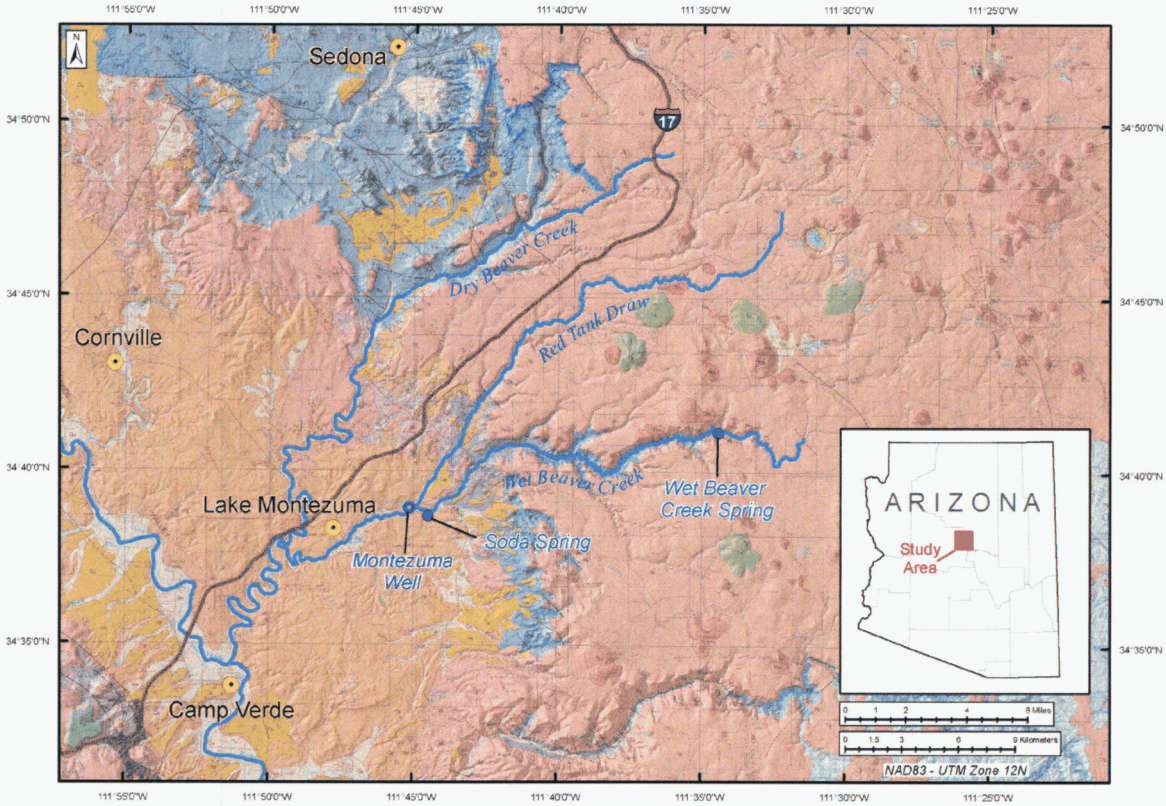


Figure 1. Location and details of study area overlain on geologic map by Weir and others (1989) with hillshade elevations. [Yellow/black dots are towns, blue dots and circles are springs.]

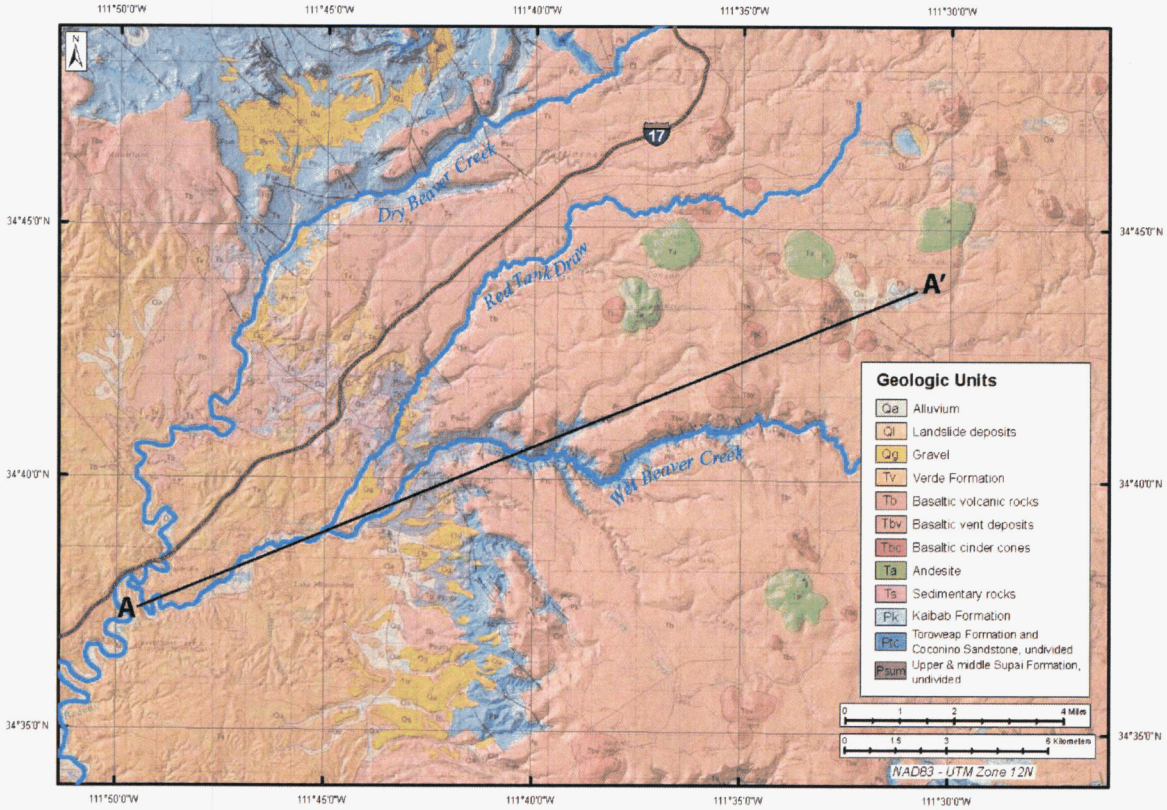
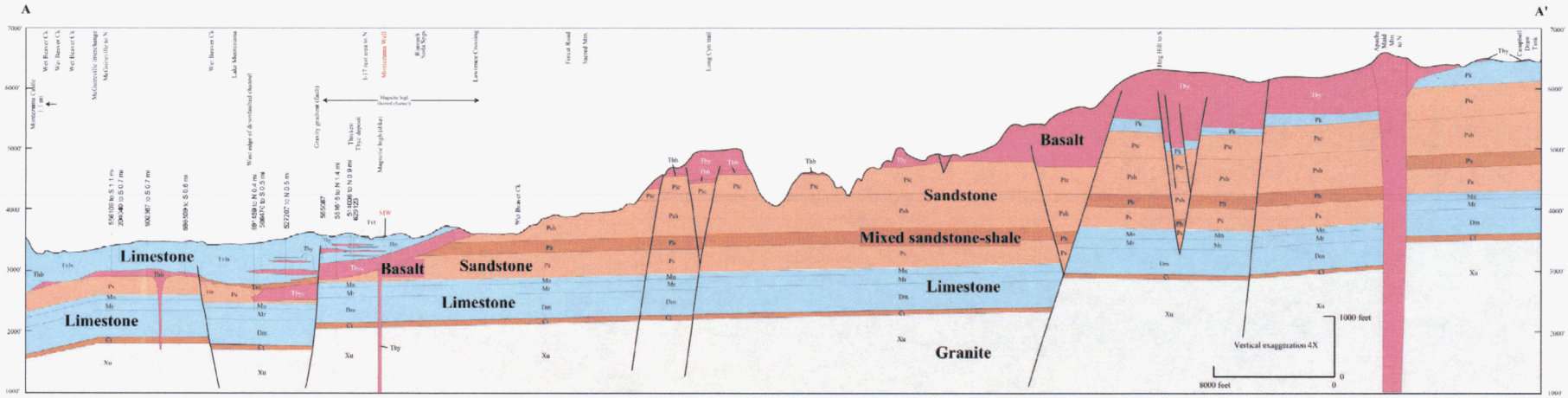


Figure 2. Geologic map by Weir and others (1989) with cross-section location and hillshade elevations.



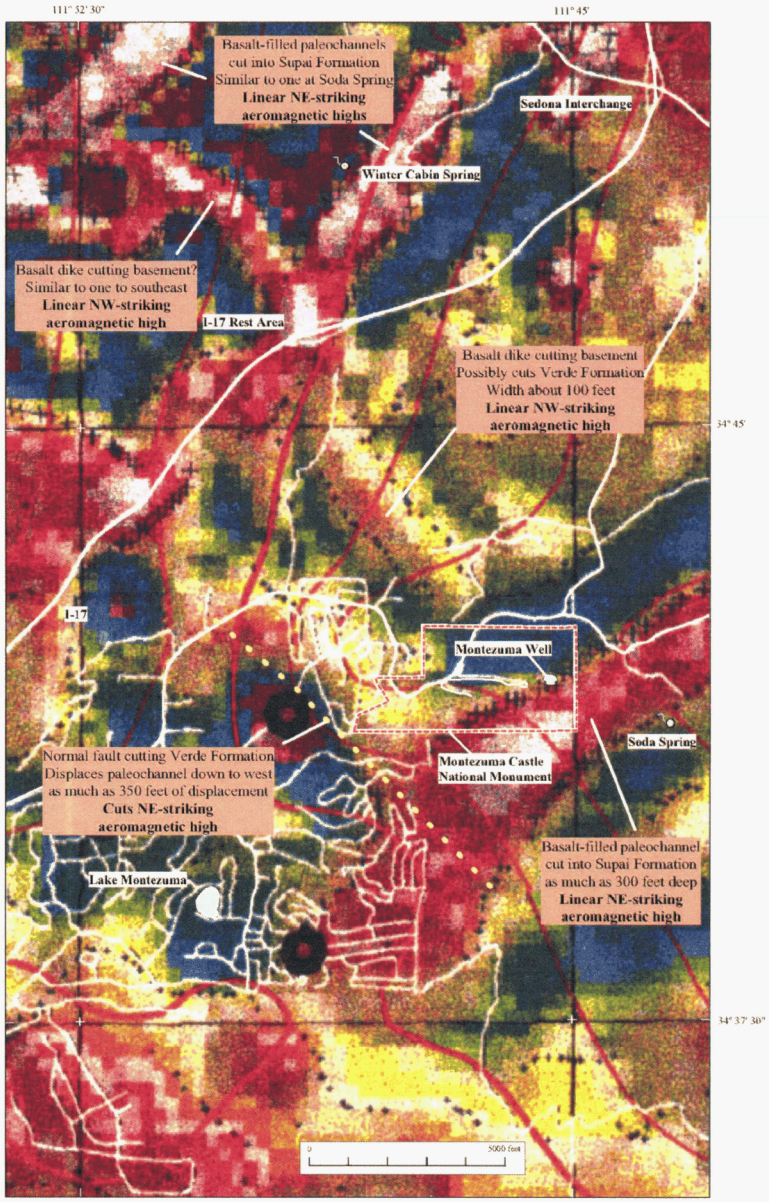
EXPLANATION

Tby	younger basalt (4-6 Ma)
Tvt	travertine in the Tertiary Verde Formation
Tvls	limestone in the Tertiary Verde Formation
Tvc	conglomerate in the Tertiary Verde Formation
Tbyc	younger basalt and conglomerate in the Tertiary Verde Formation
Thb	basalt in the Tertiary Hickey Formation
Pk	Permian Kaibab Formation
Ptc	Permian Toroweap and Coconino Sandstone
Psh	Permian Shenebly Hill Formation
Ph	Permian Hermit Shale
Ps	Permian and Pennsylvanian Supai Formation
Mn	Mississippian Naco Formation
Mr	Mississippian Redwall Limestone
Dm	Devonian Martin Formation
Ct	Cambrian Tapeats Sandstone
Xu	Early Proterozoic basement rocks, undifferentiated

556109, Arizona Department of Water Resources 55-series number of water wells used in cross section

MW, Montezuma Well

Figure 3. Geologic cross section along A-A' located in figure 2 with major rock types.



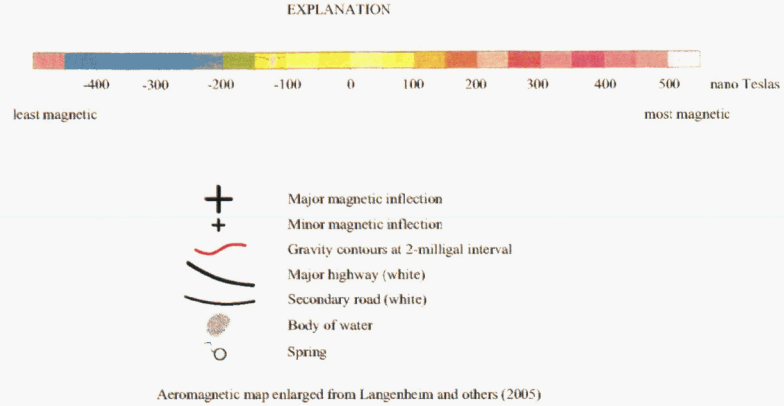


Figure 4. Aeromagnetic map of Montezuma Well area, Verde Valley.

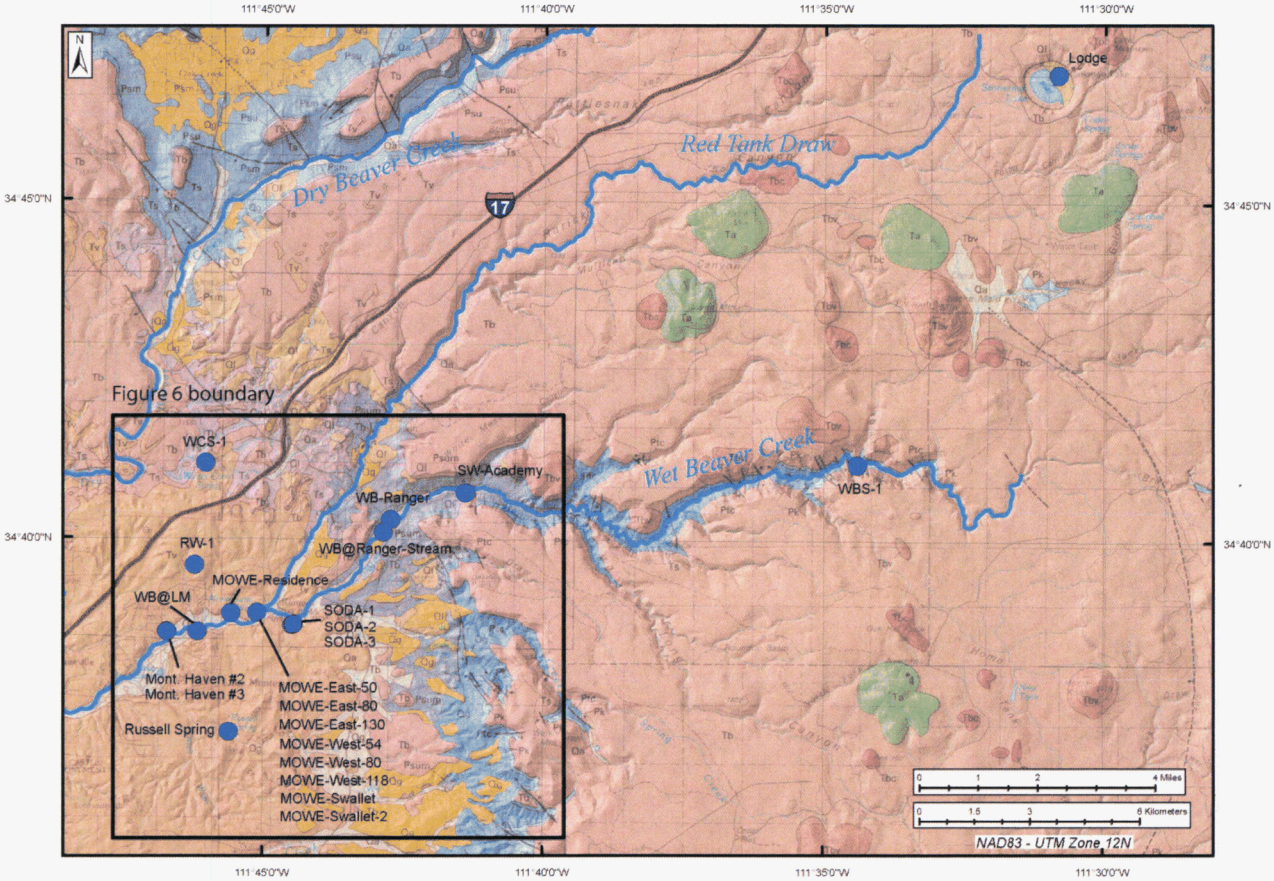


Figure 5. Location of water samples from 2006 with area of figure 6 outlined.

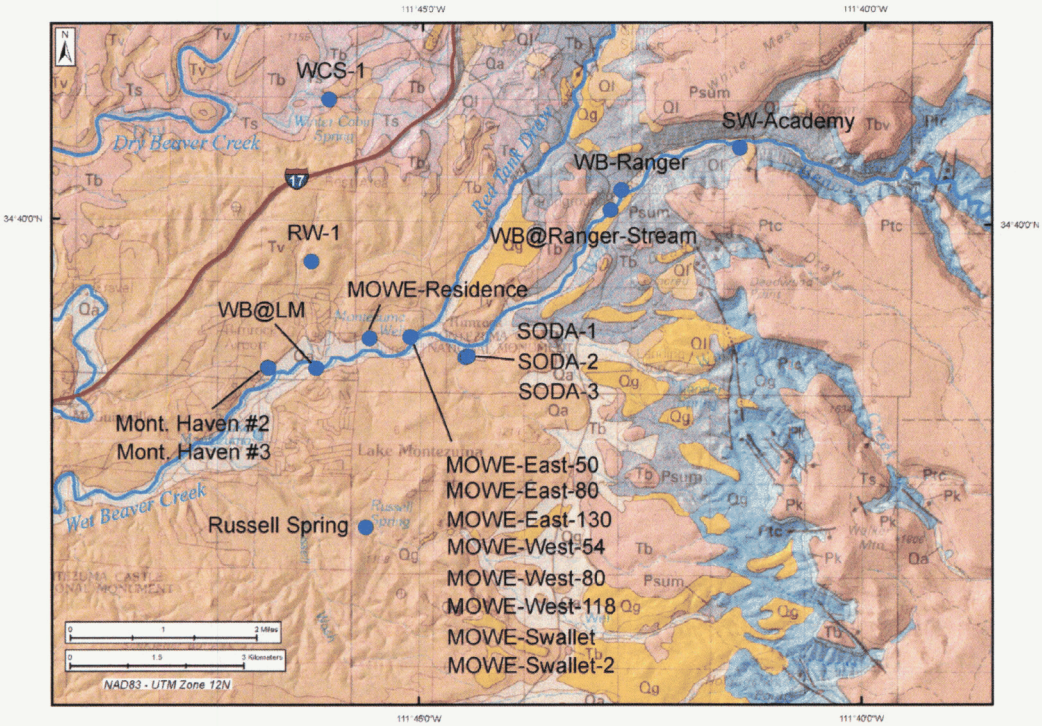


Figure 6. Location of water samples from 2006 in immediate Montezuma Well vicinity.

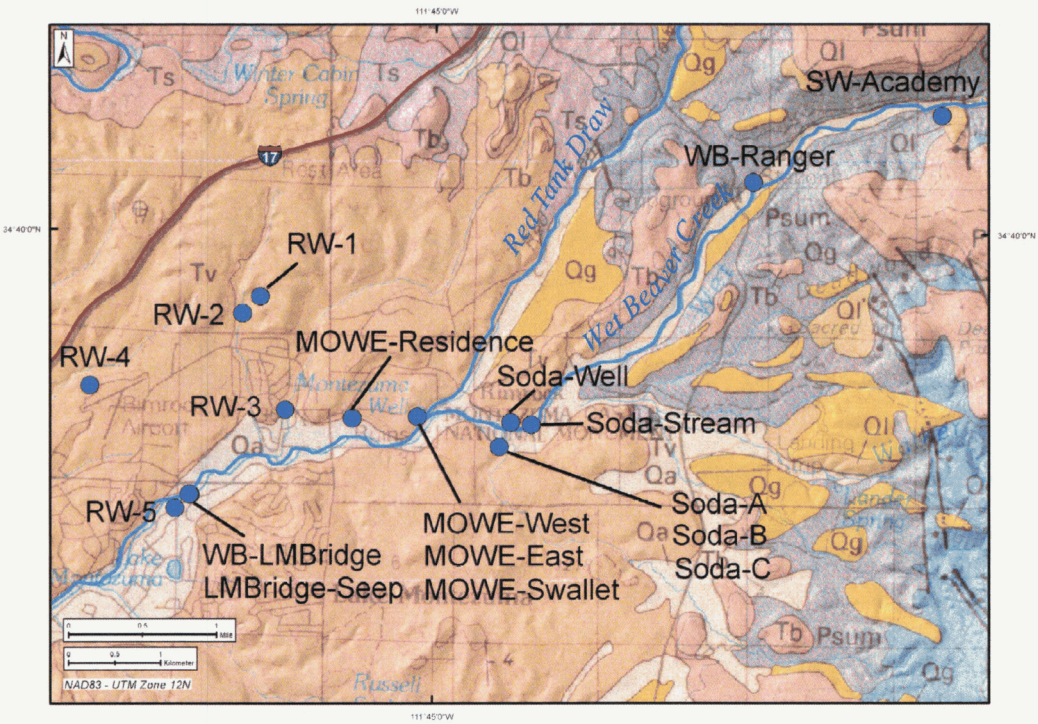


Figure 7. Location of water samples from 2008 in immediate Montezuma Well vicinity.

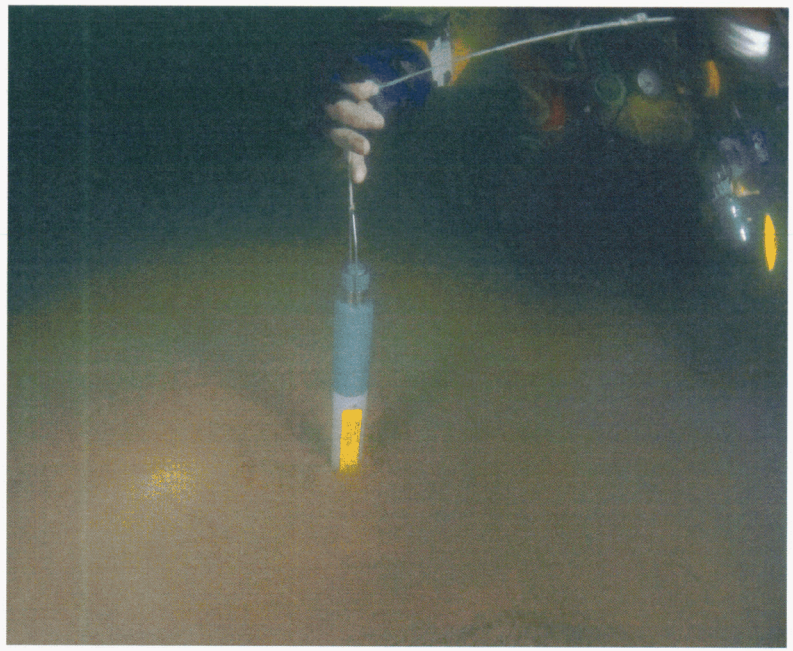


Figure 8. (Above) Photo of flowing sand "spring" at the "false bottom" of Montezuma Well with diver lowering a YSI Hydrolab. Photo courtesy of National Park Service Submerged Resources Center.

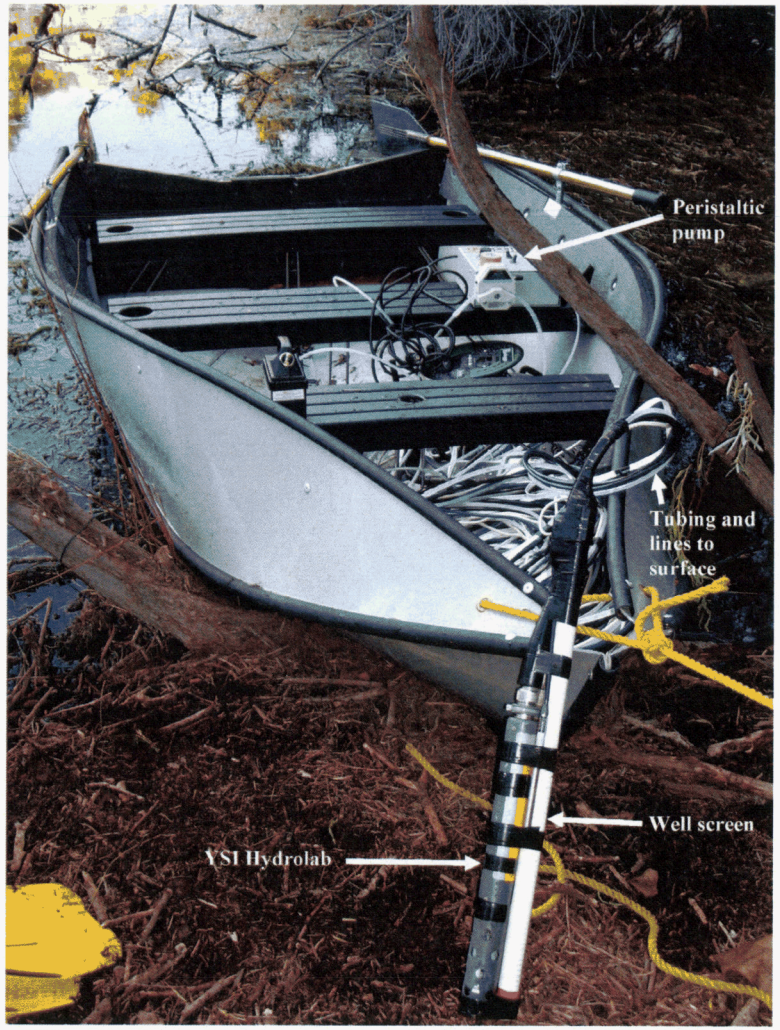


Figure 9. (Right) Photo of sampling apparatus with well screen attached to tubing that goes to a peristaltic pump (stays at surface in boat). YSI Hydrolab is also shown.

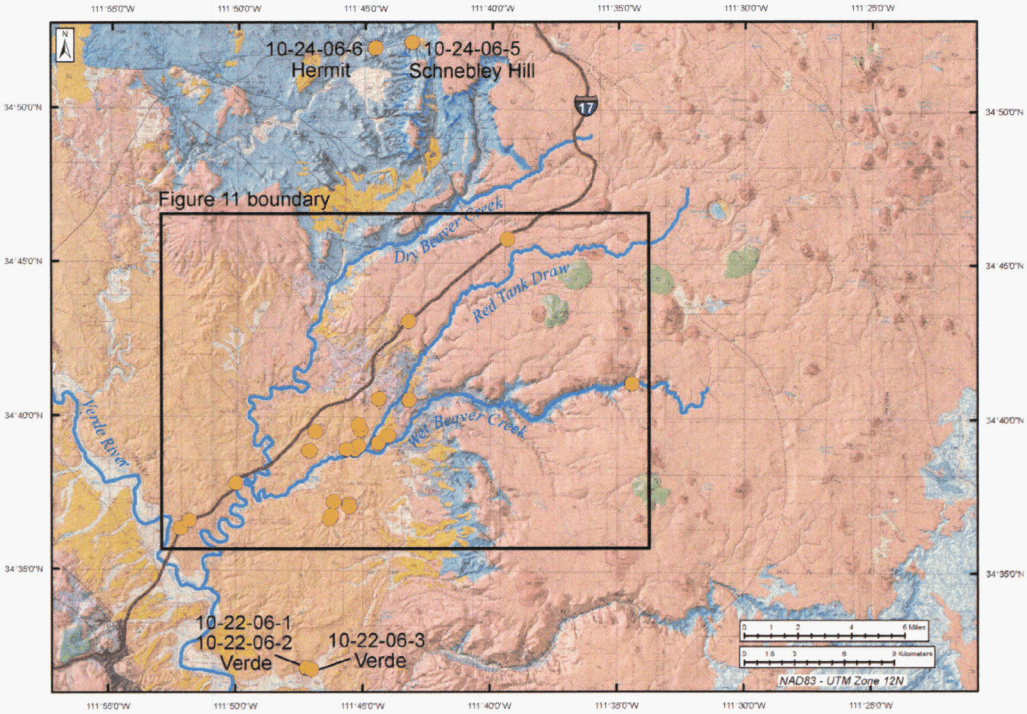


Figure 10. Location of rock samples with area of figure 11 outlined.

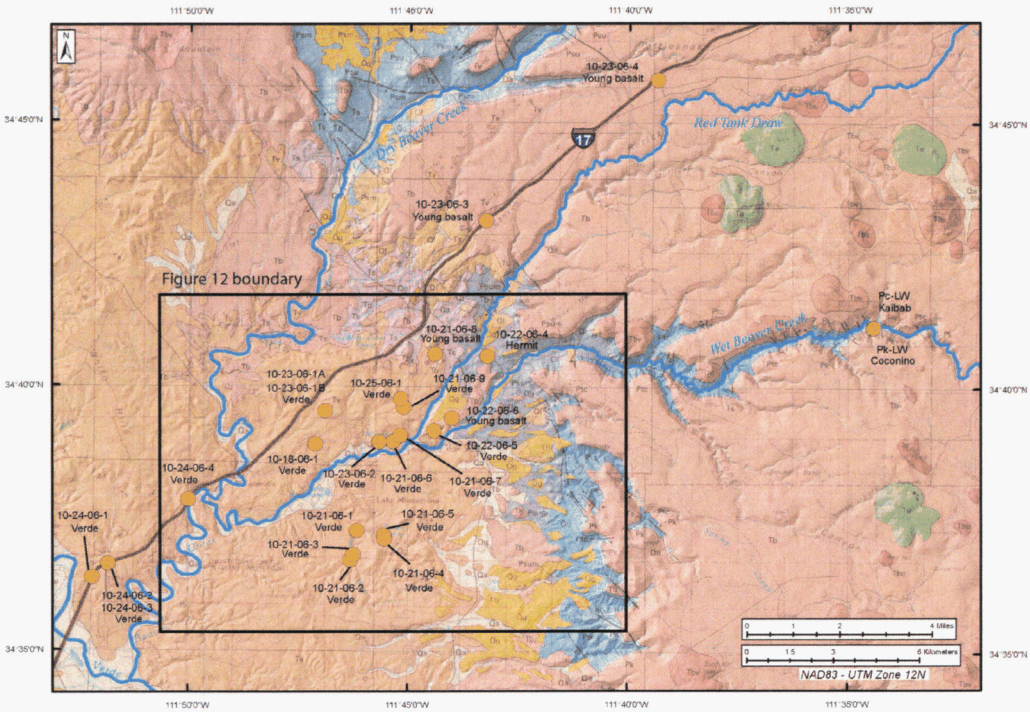


Figure 11. Location of rock samples with area of figure 12 outlined.

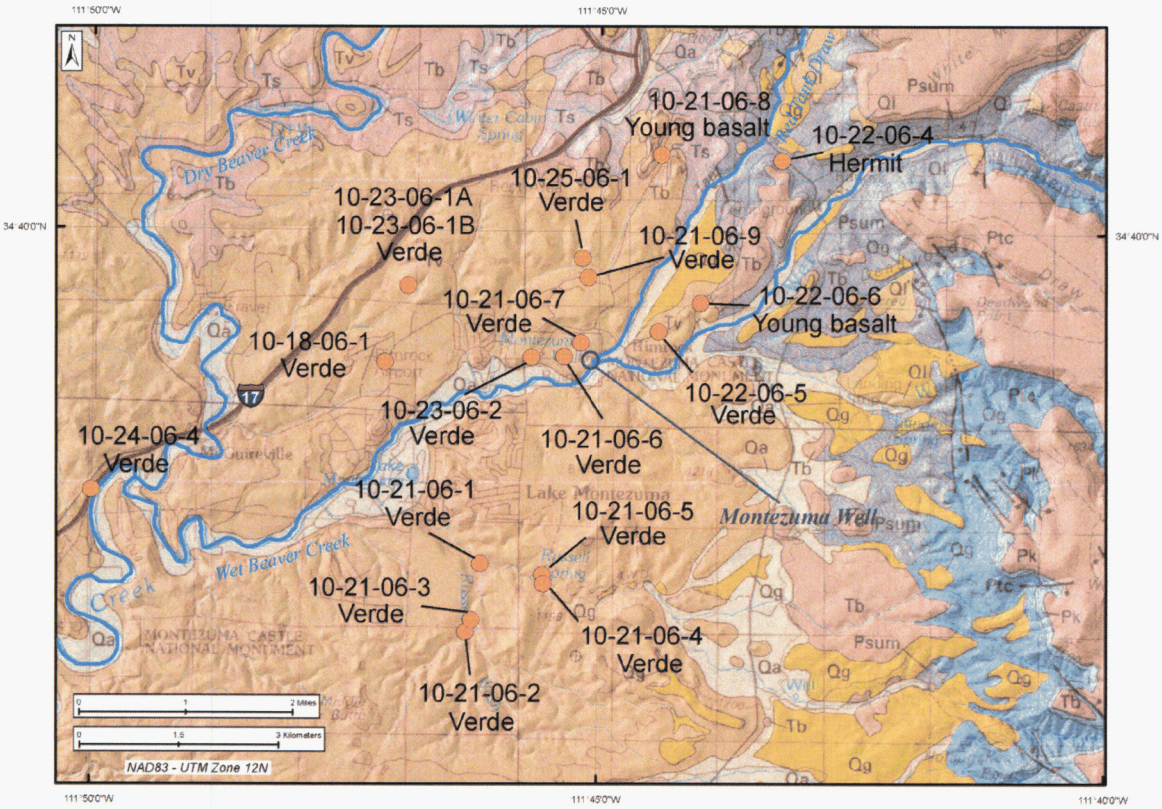
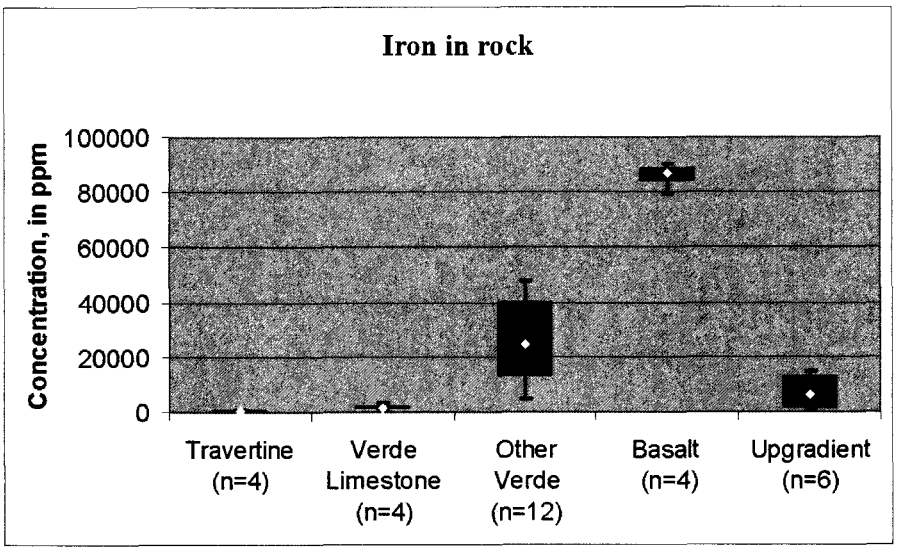


Figure 12. Location of rock samples in immediate Montezuma Well vicinity.



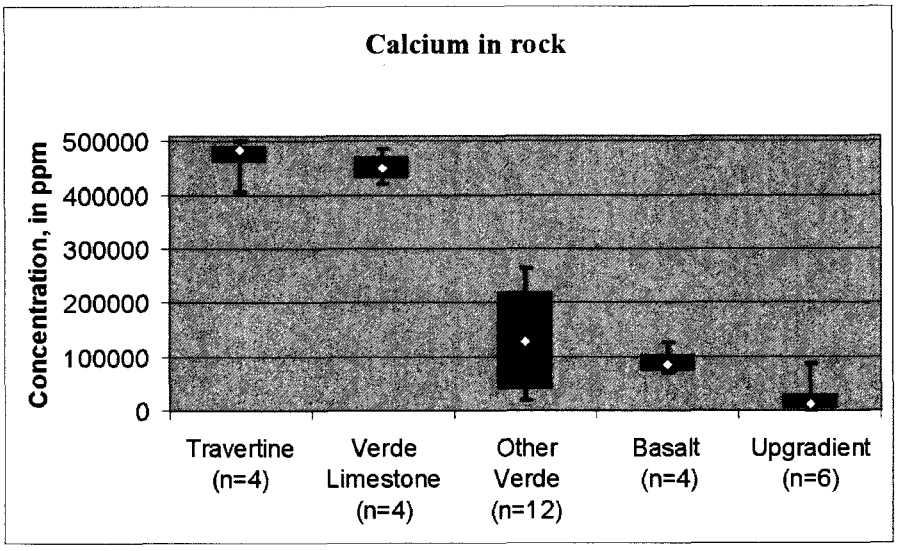
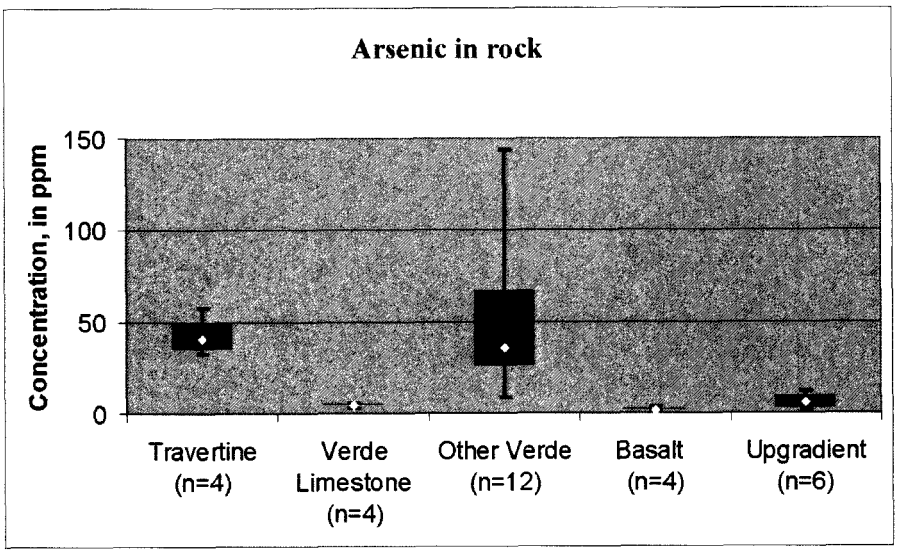


Figure 13. Concentrations of iron (Fe) and calcium (Ca) in rock samples.



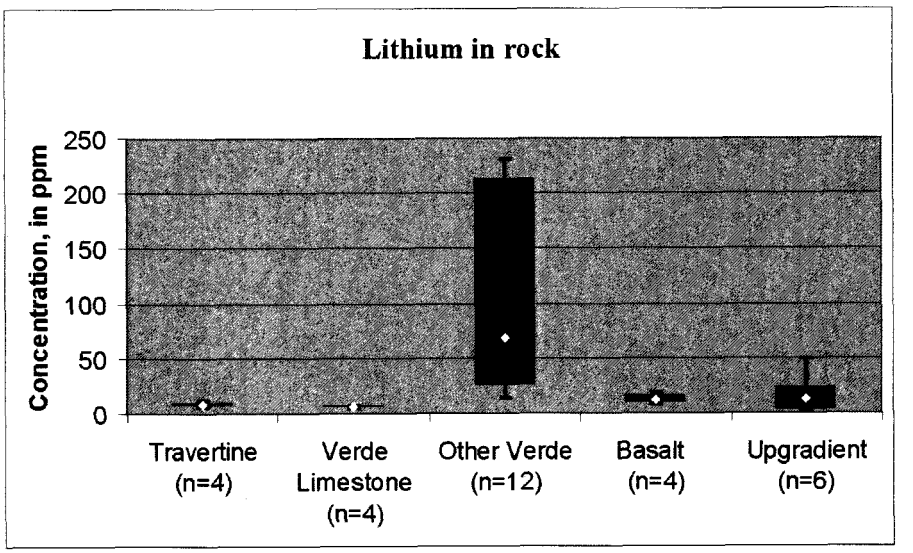
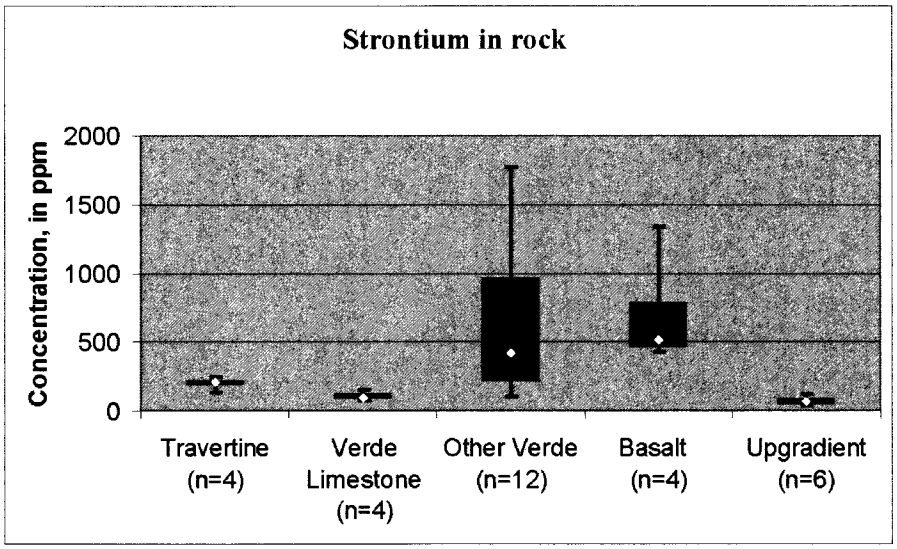
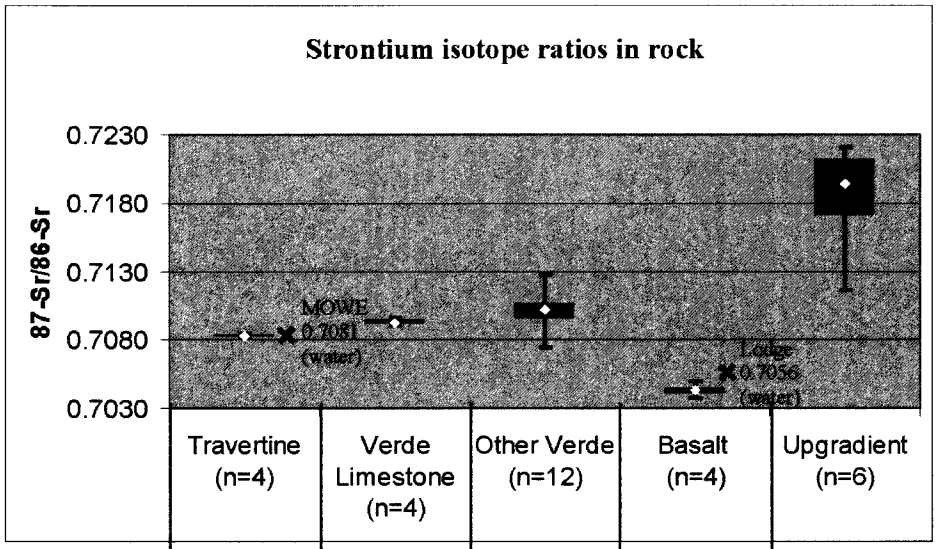


Figure 14. Concentrations of arsenic (As) and lithium (Li) in rock samples.





	Travertine (n=4)	Verde Limestone (n=4)	Other Verde (n=12)	Basalt (n=4)	Upgradient (n=6)
Median	0.7083	0.7093	0.7102	0.7043	0.7194

Figure 15. Concentrations of strontium (Sr) and strontium isotopes in rock samples.

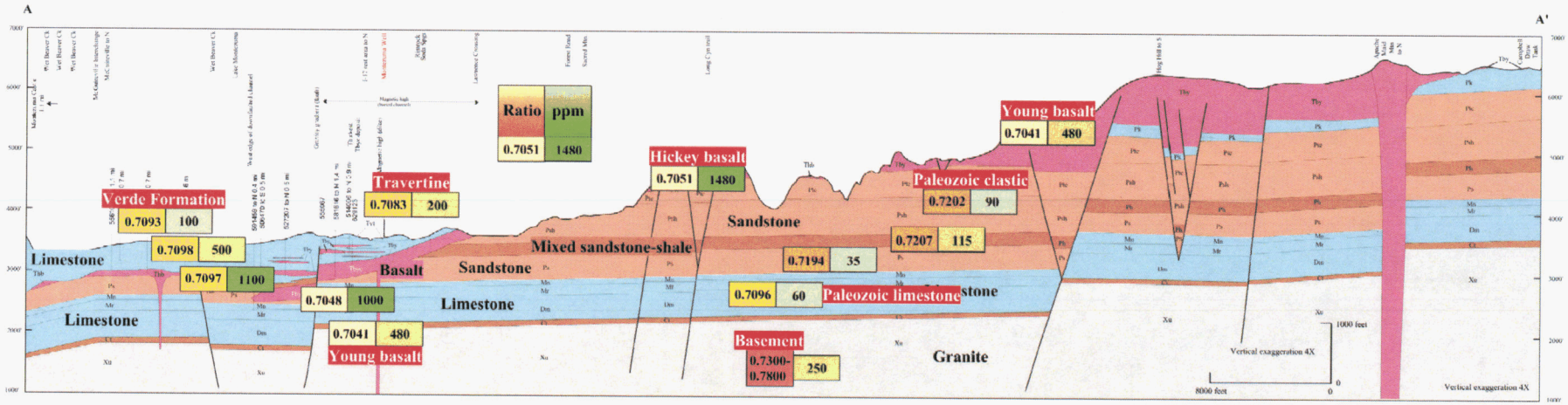


Figure 16. Strontium concentrations and isotopic ratios of major rock types along cross section A-A'.

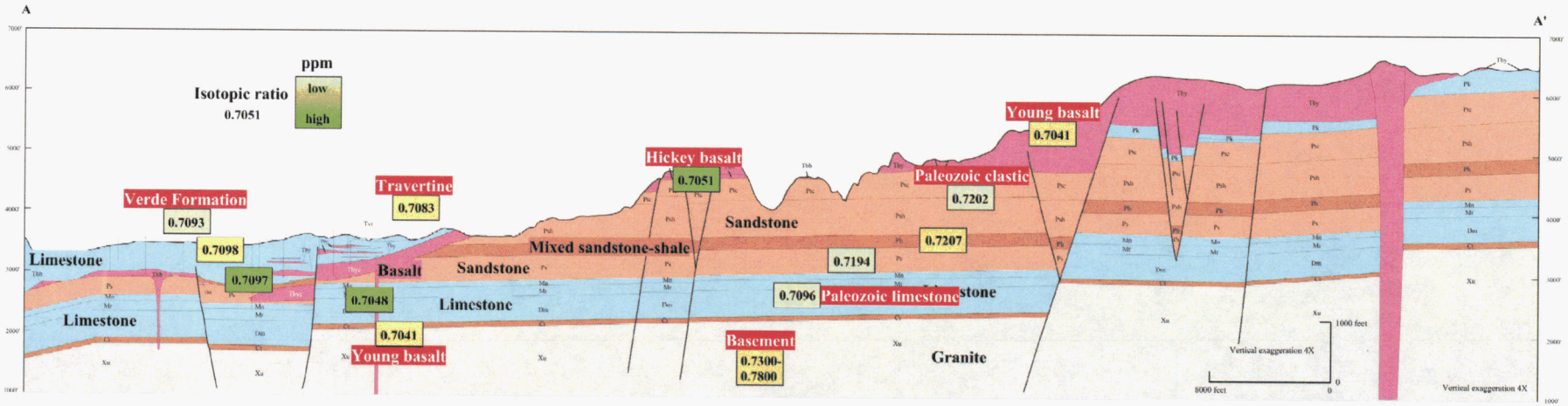


Figure 17. Strontium isotopes ratios of major rock types along cross section A-A'.

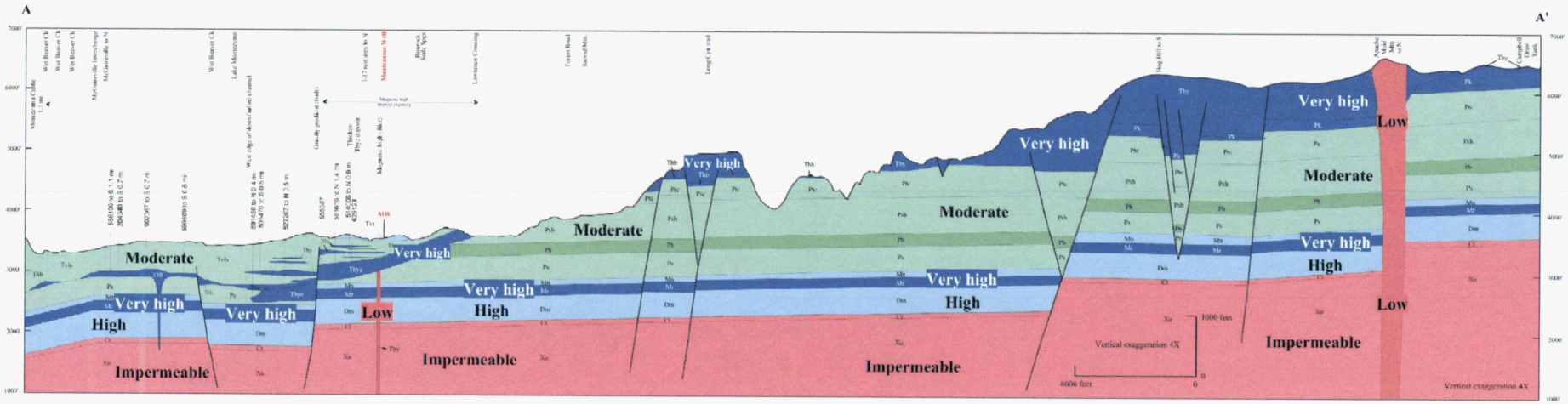
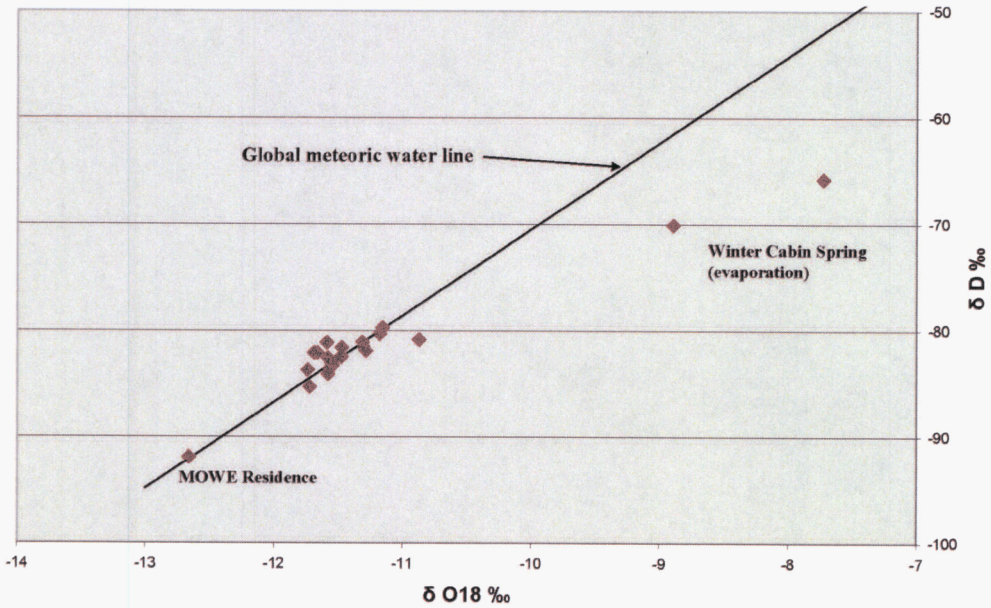
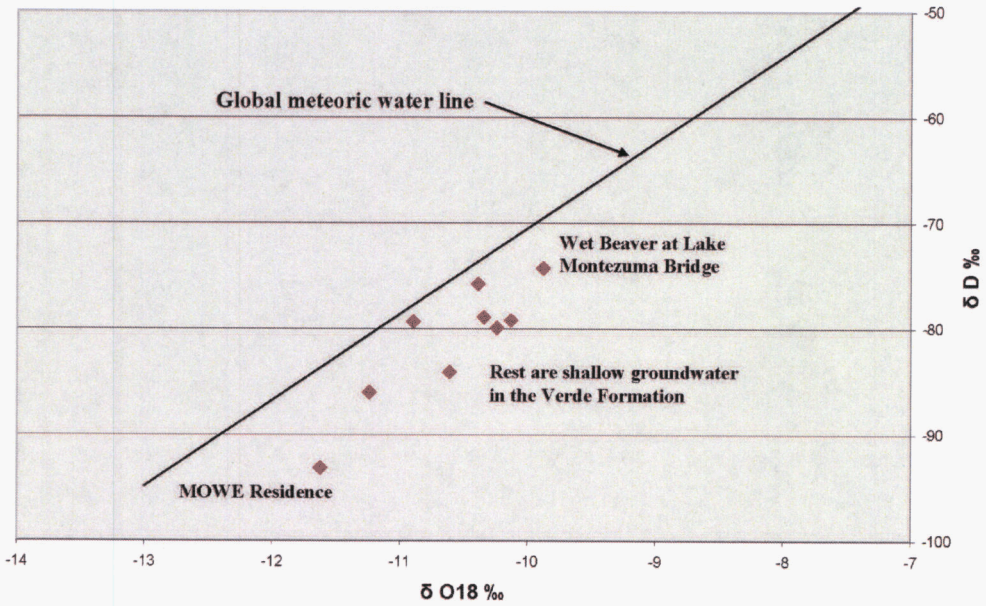


Figure 18. Permeabilities of rock units along cross section A-A'.

A


Global meteoric water line
Winter Cabin Spring
(evaporation)
MOWE Residence
-50
-60
-70
-80
-90
-100
δ D ‰
-14
-13
-12
-11
-10
-9
-8
-7
δ O18 ‰

B


Global meteoric water line
Wet Beaver at Lake
Montezuma Bridge
Rest are shallow groundwater
in the Verde Formation
MOWE Residence
-50
-60
-70
-80
-90
-100
δ D ‰
-14
-13
-12
-11
-10
-9
-8
-7
δ O18 ‰

C

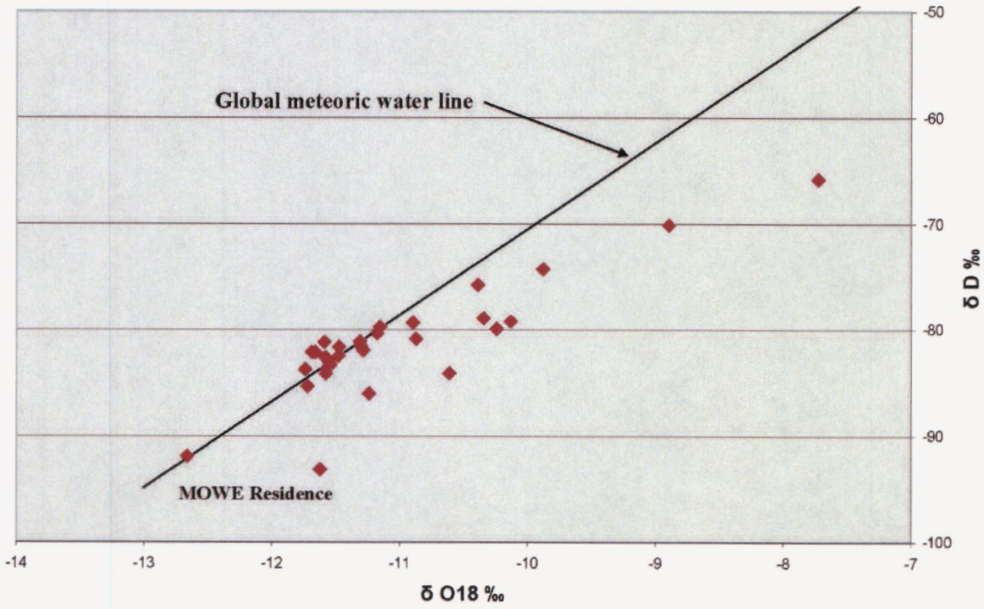
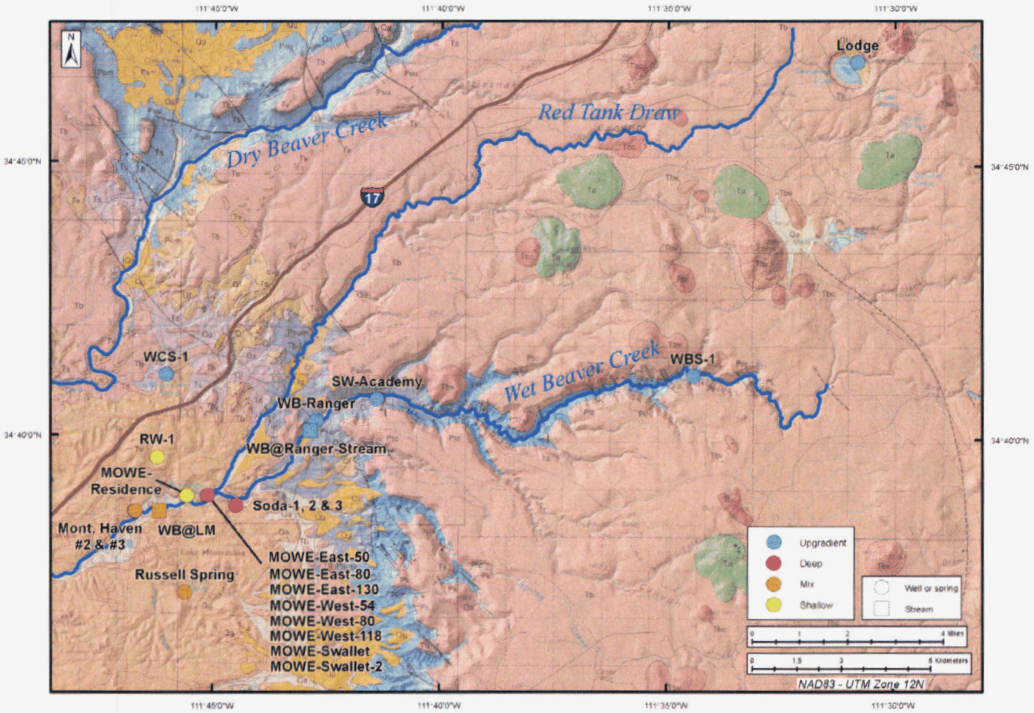


Figure 19. Oxygen and deuterium isotopes in water samples. *A*, 2006 samples. *B*, 2008 samples. *C*, 2006 and 2008 samples.

A



B

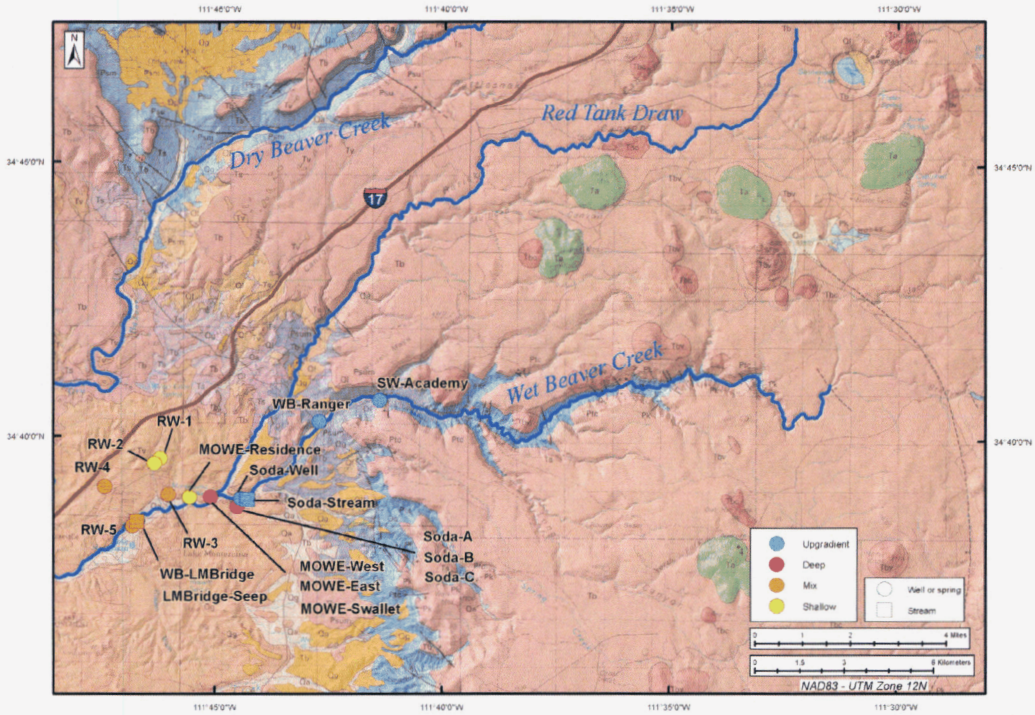
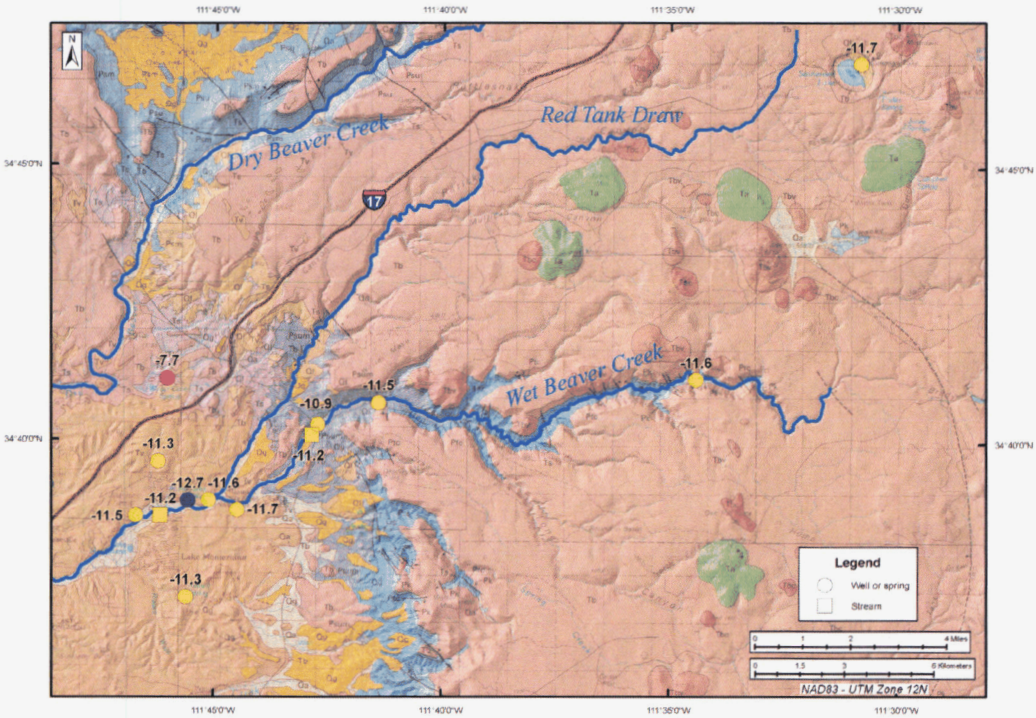


Figure 20. Sample categories and field numbers. *A*, 2006 data. *B*, 2008 data.

A



B

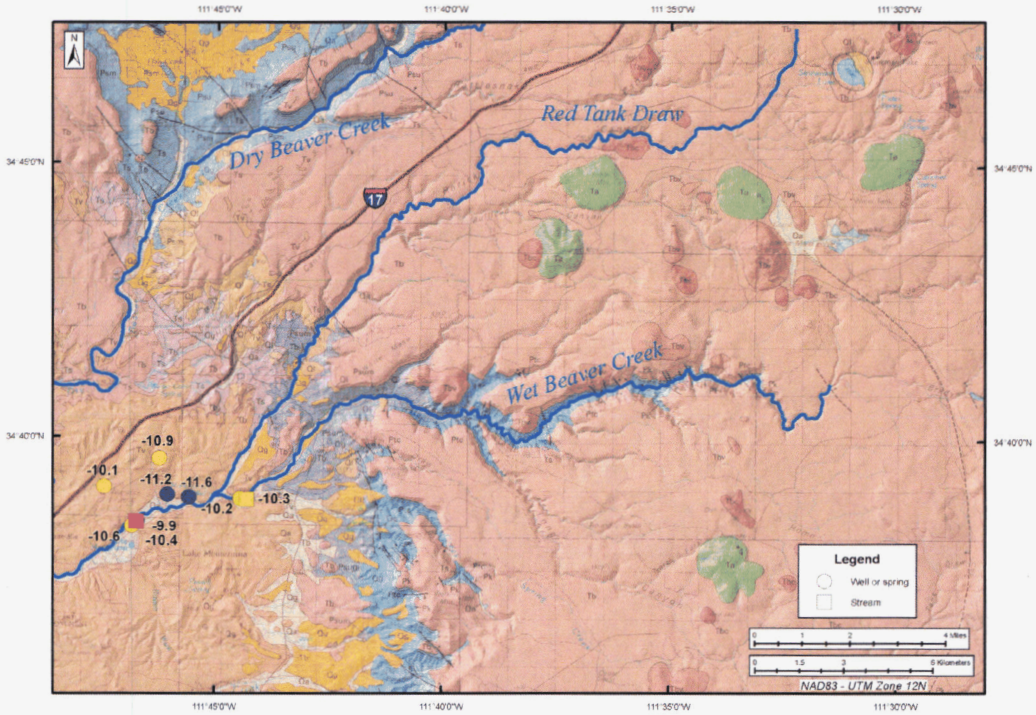
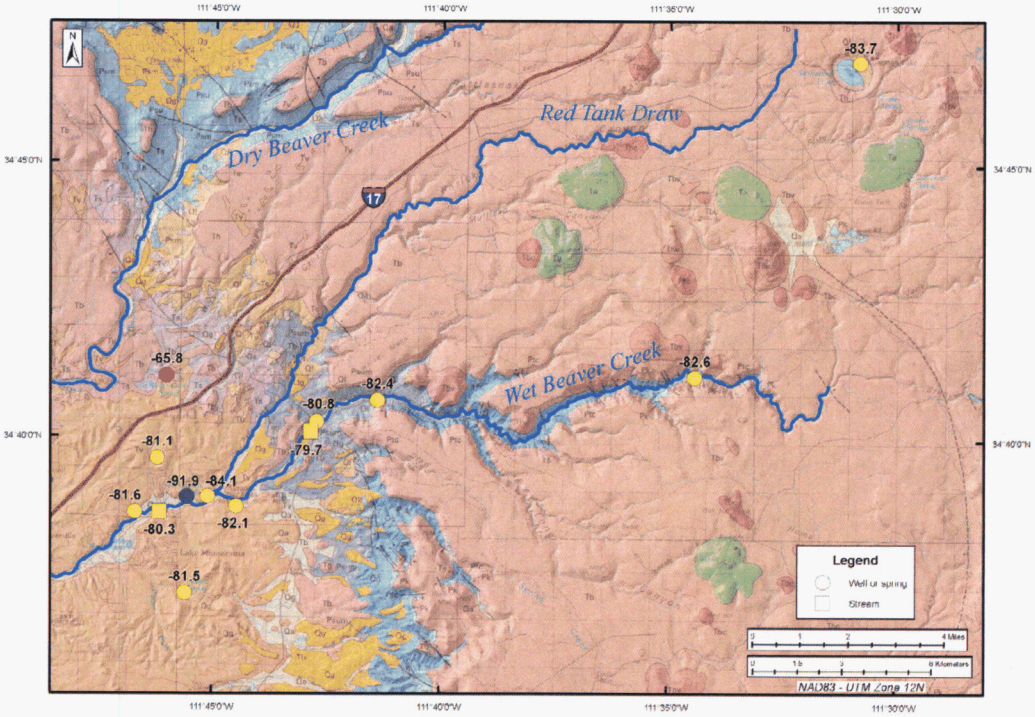


Figure 21. Oxygen isotope ($\delta^{18}O$) in per mil. *A*, 2006 data. *B*, 2008 data.

A



B

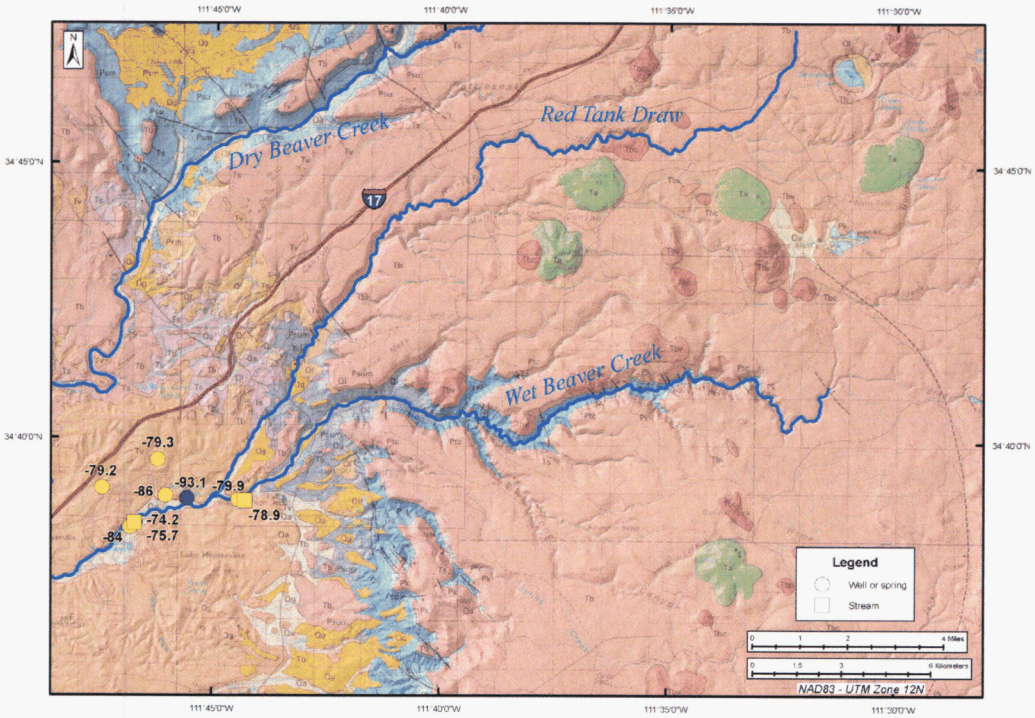
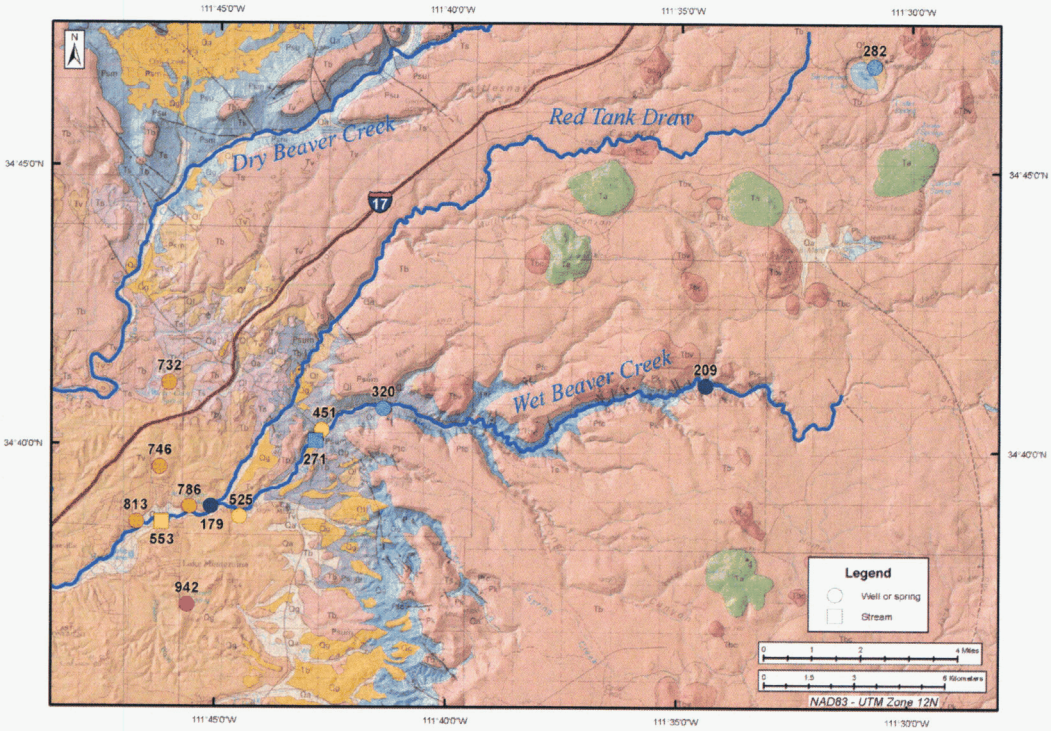


Figure 22. Deuterium isotope (δD) in per mil. *A*, 2006 data. *B*, 2008 data.

A



B

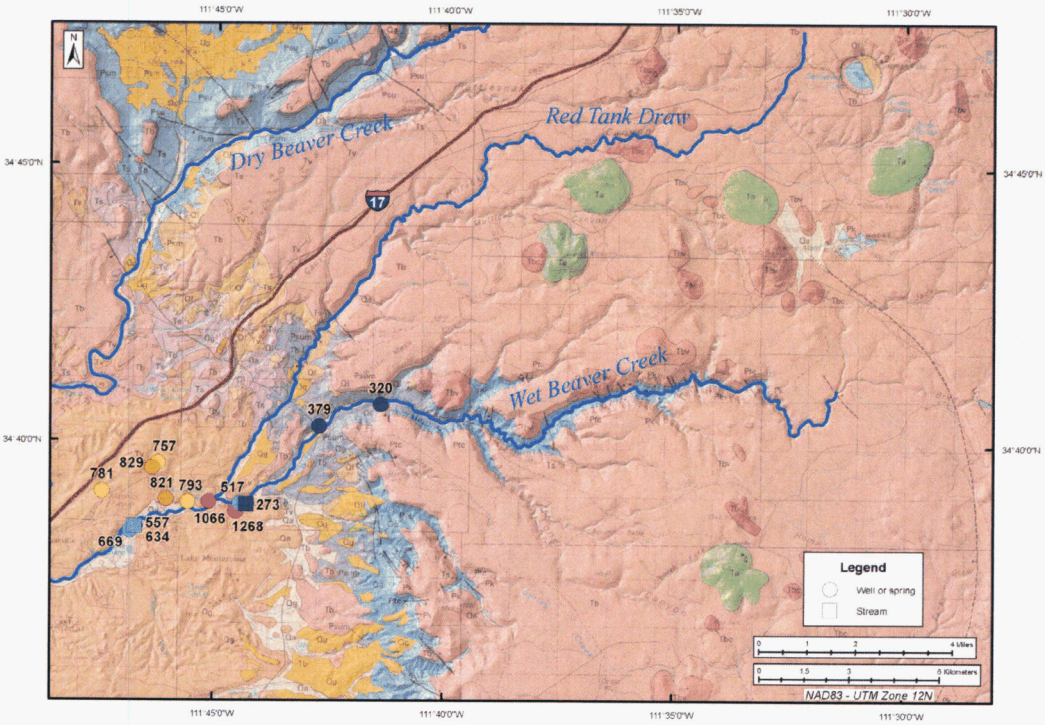
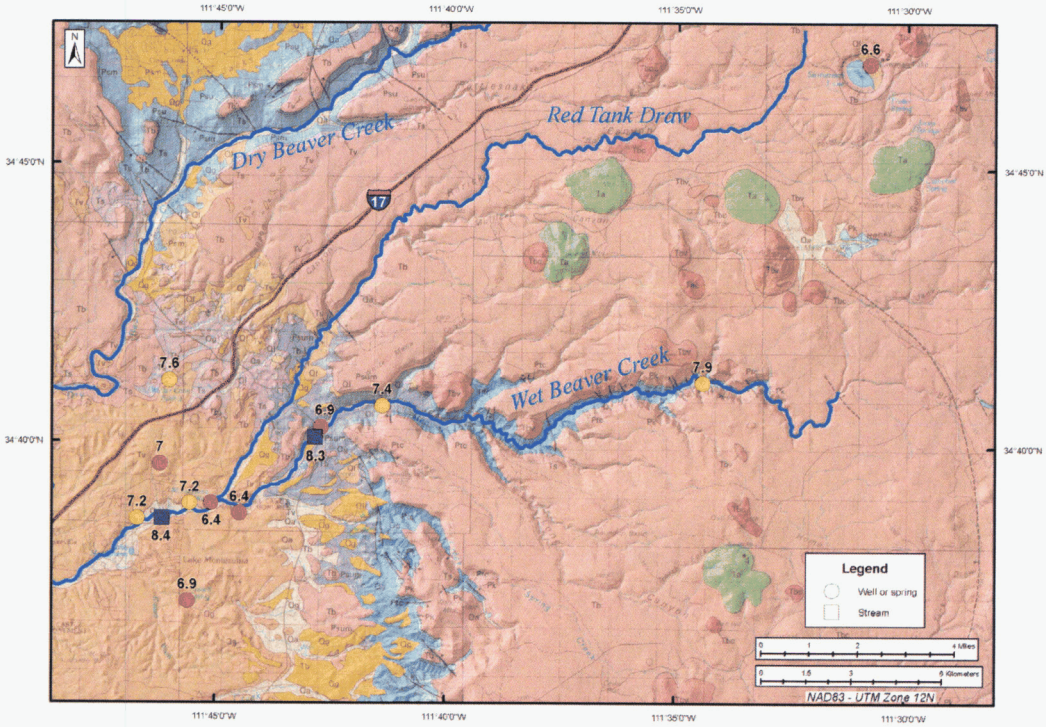


Figure 23. Specific conductance in µS/cm. *A*, 2006 data. *B*, 2008 data.

A



B

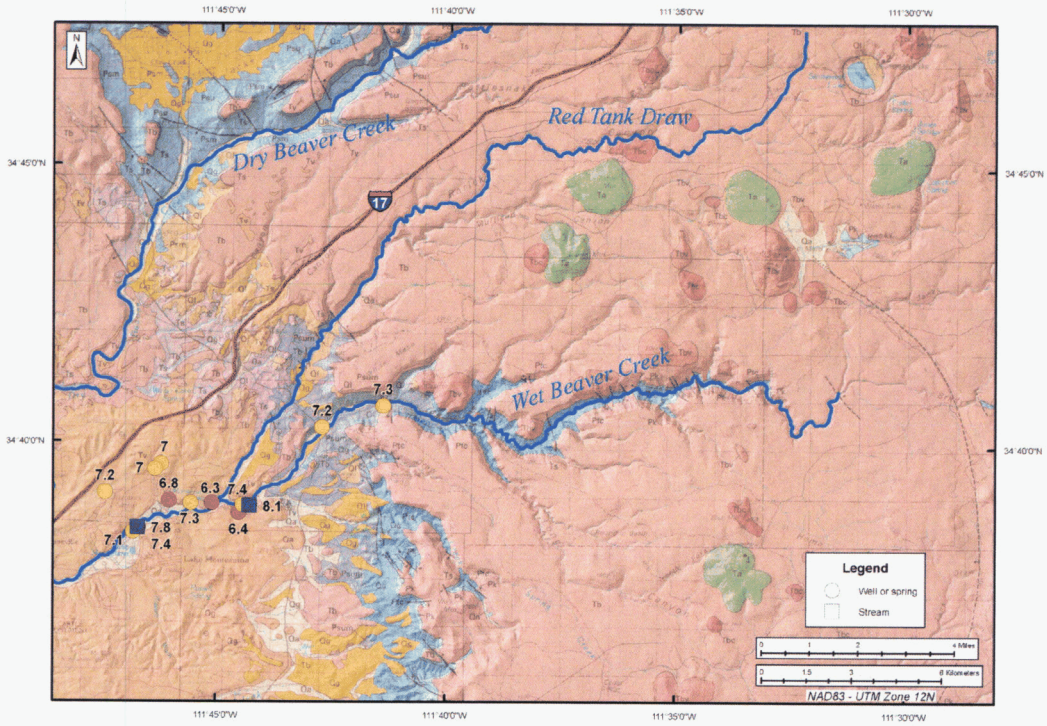
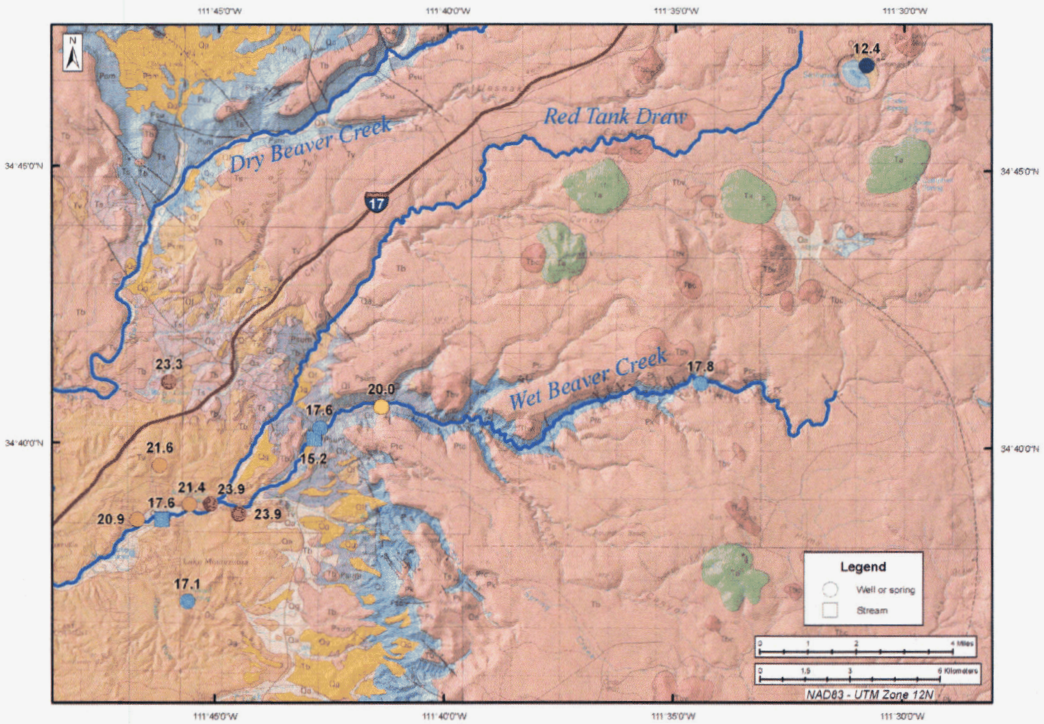


Figure 24. pH. *A*, 2006 data. *B*, 2008 data.

A



B

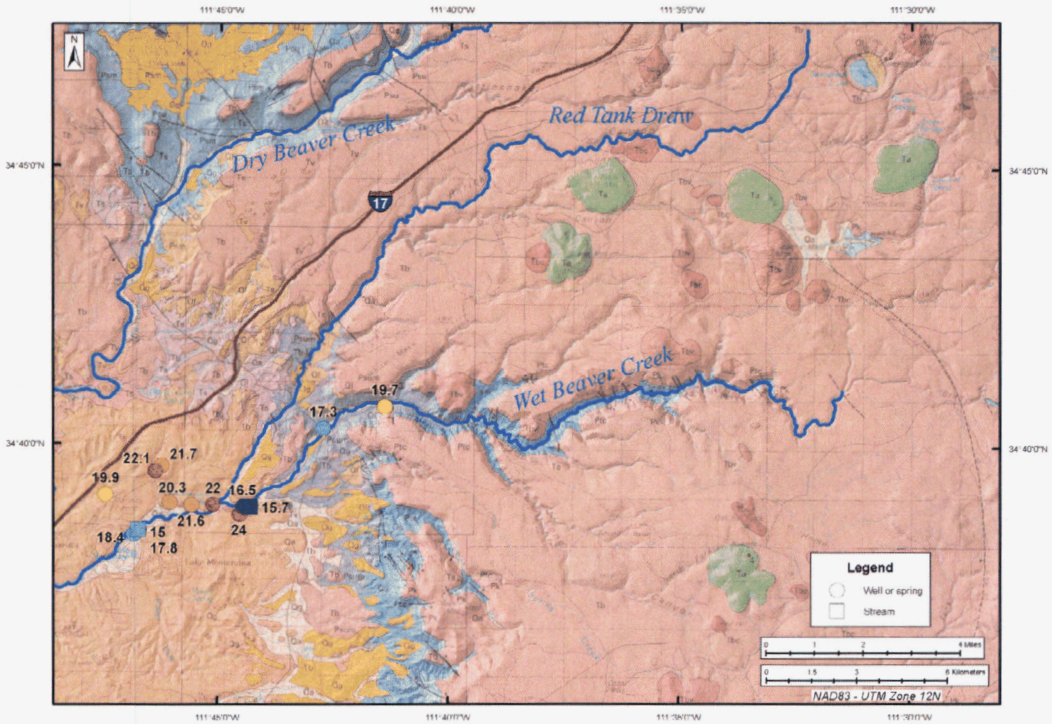
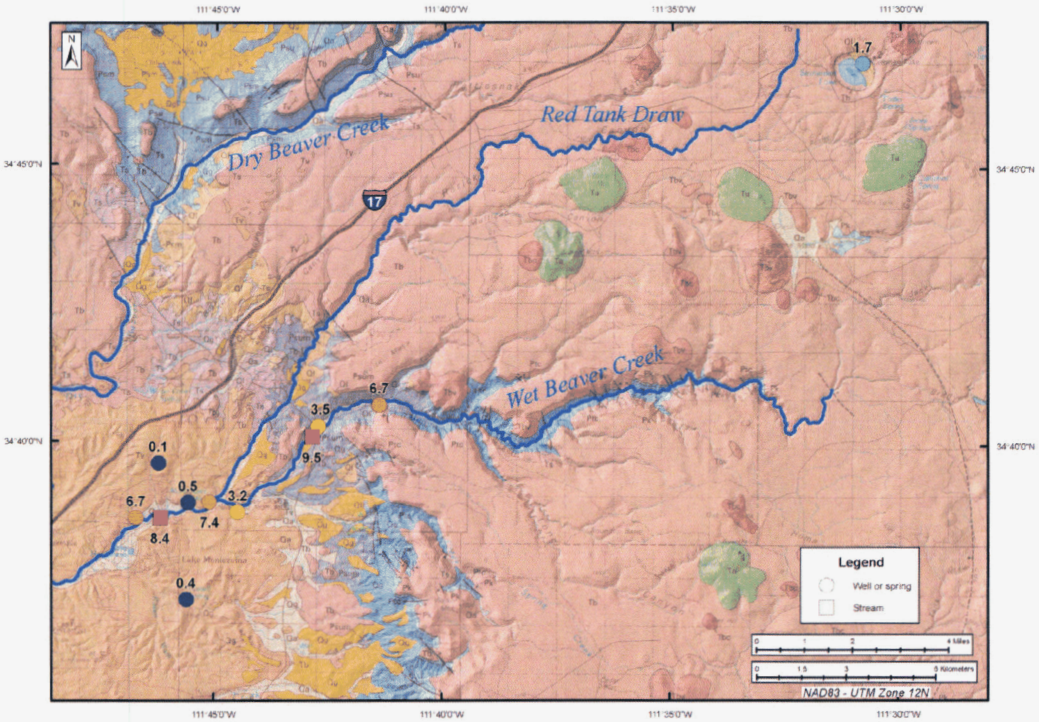


Figure 25. Temperature in ºC. *A*, 2006 data. *B*, 2008 data.

A



B

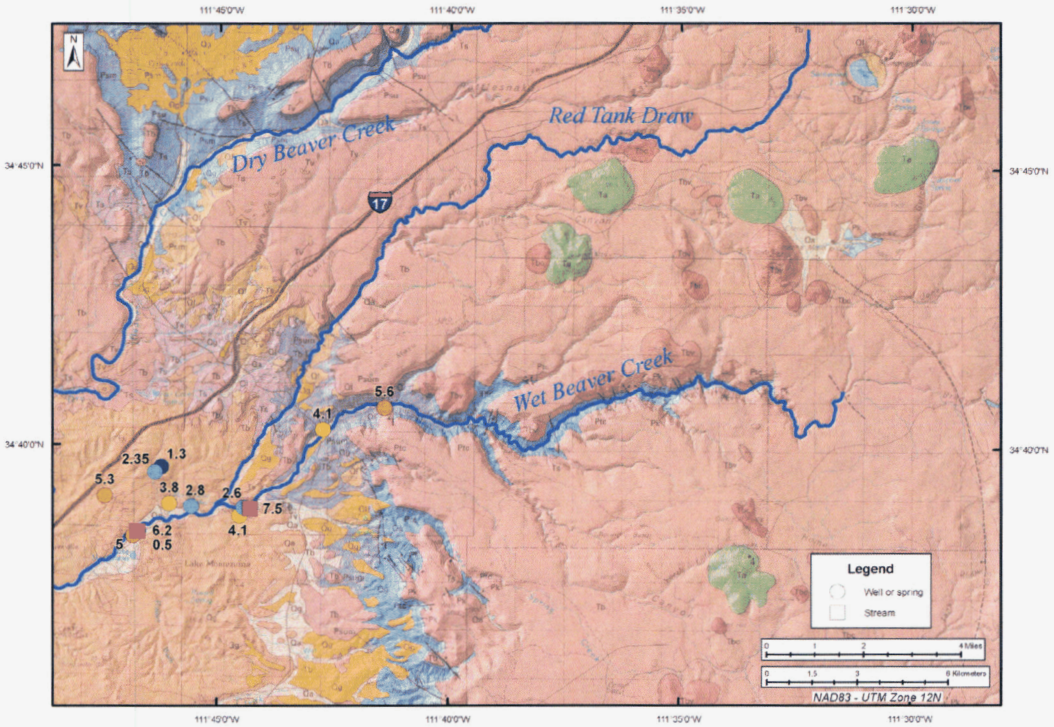
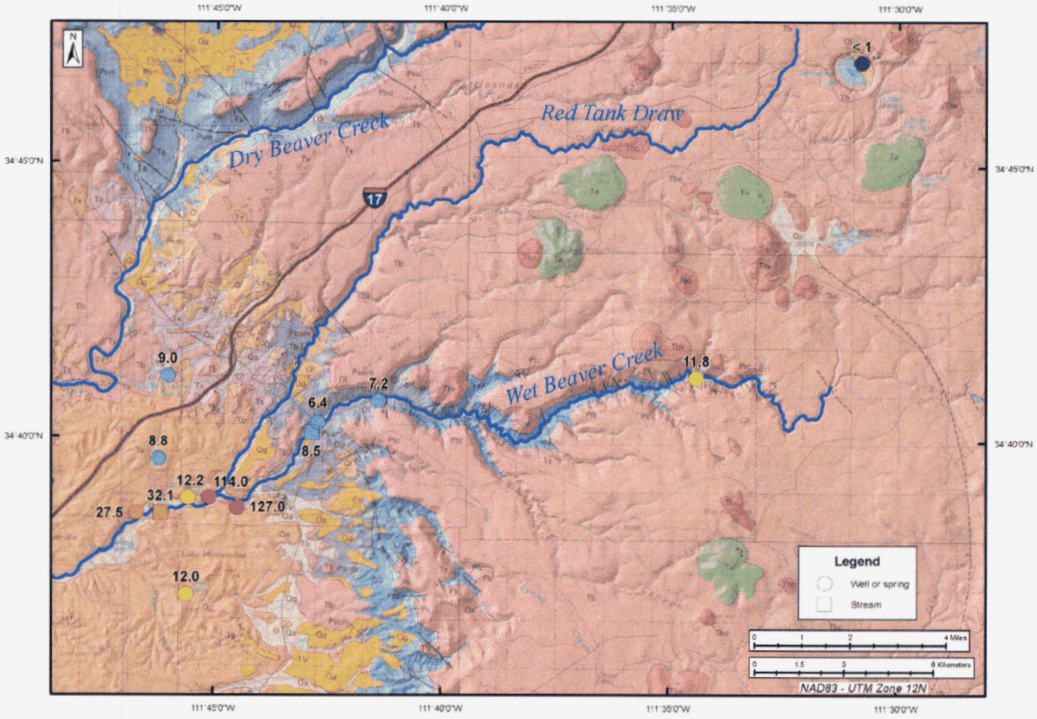


Figure 26. Dissolved oxygen in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

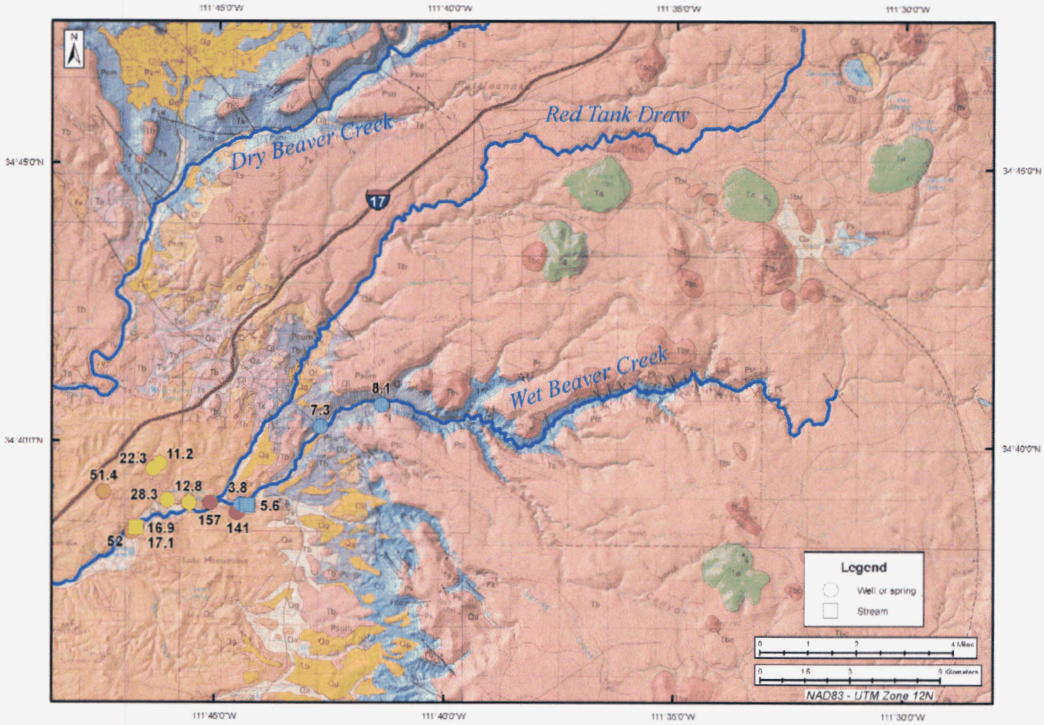
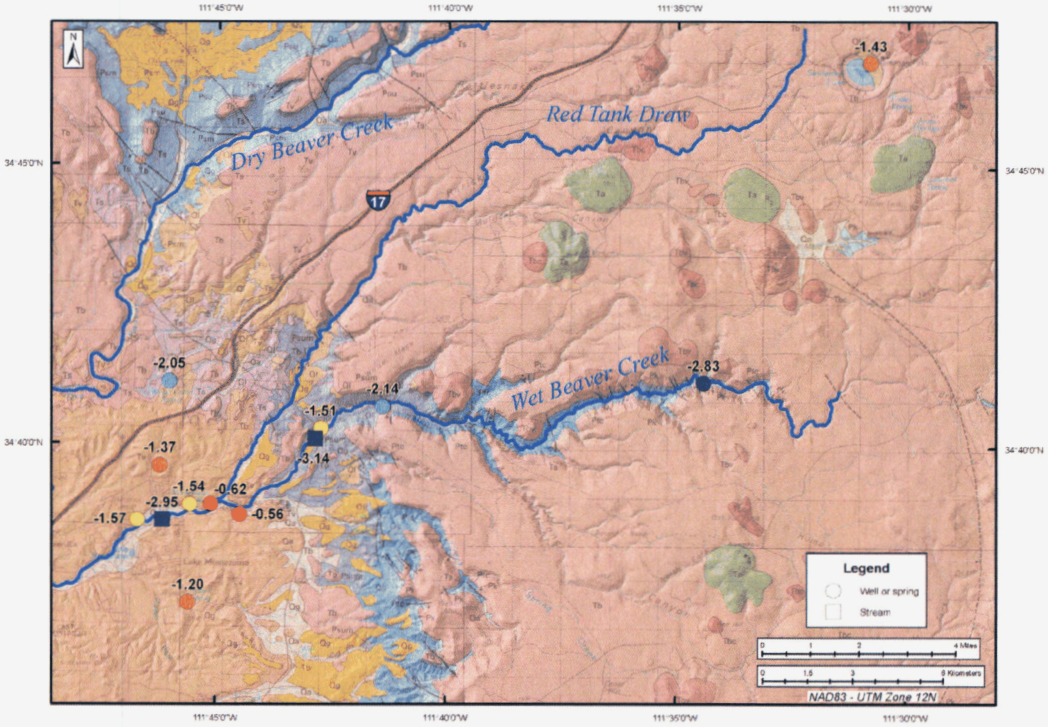


Figure 27. Arsenic in µg/L. *A*, 2006 data. *B*, 2008 data.

A



B

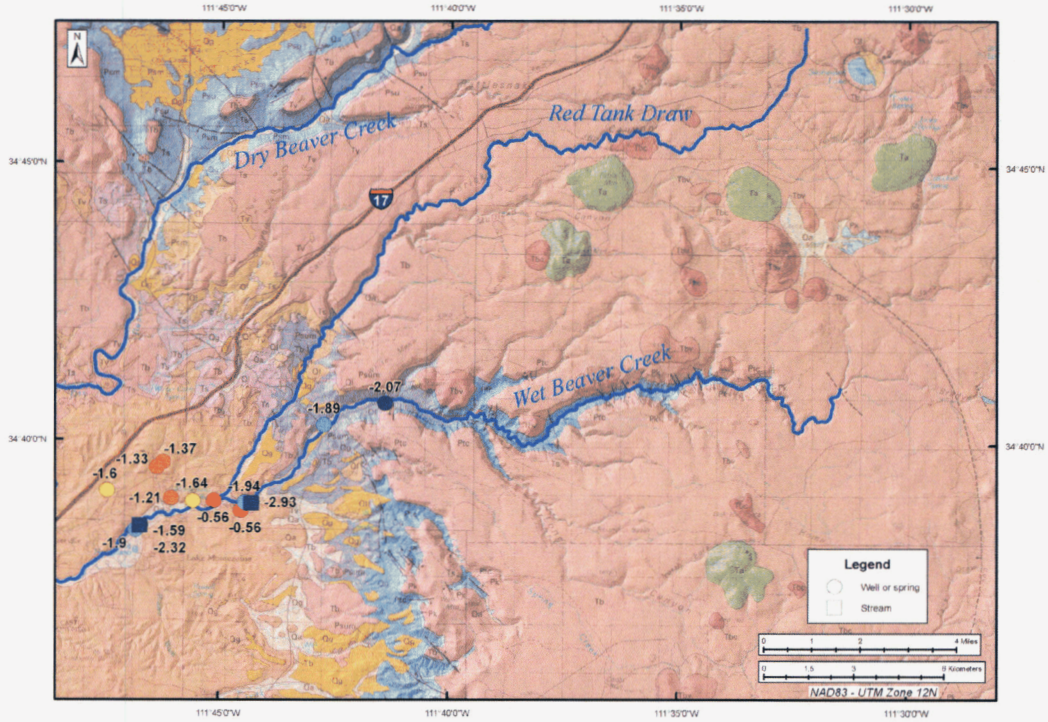
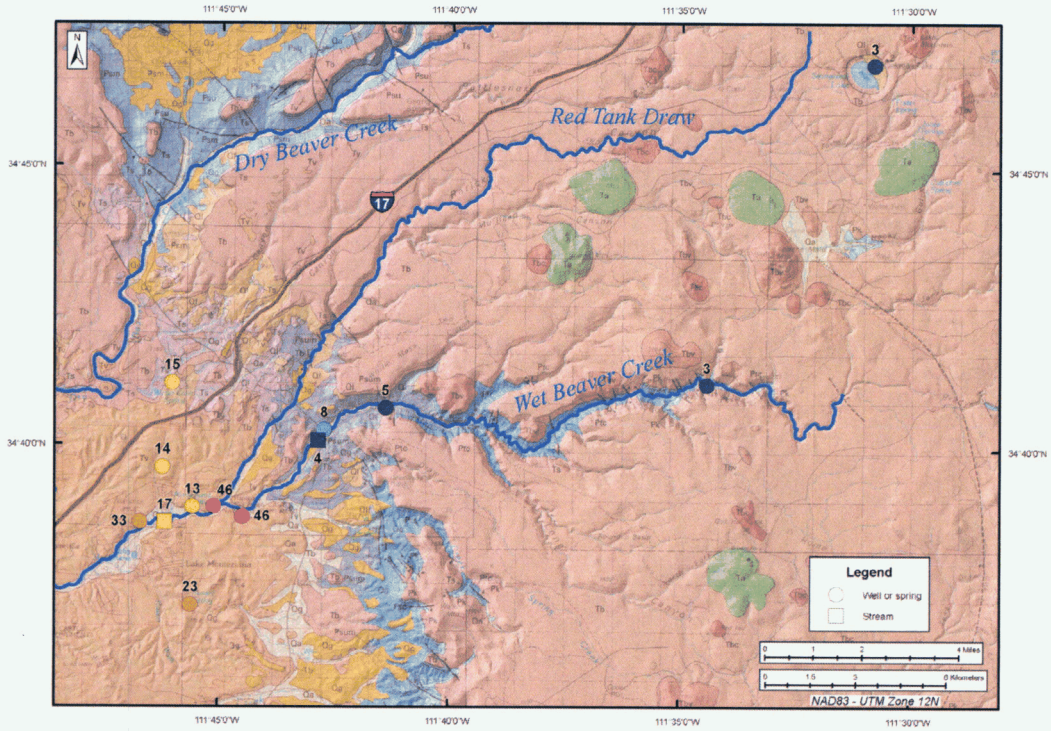


Figure 28. Log partial pressure of carbon dioxide. *A*, 2006 data. *B*, 2008 data.

A



B

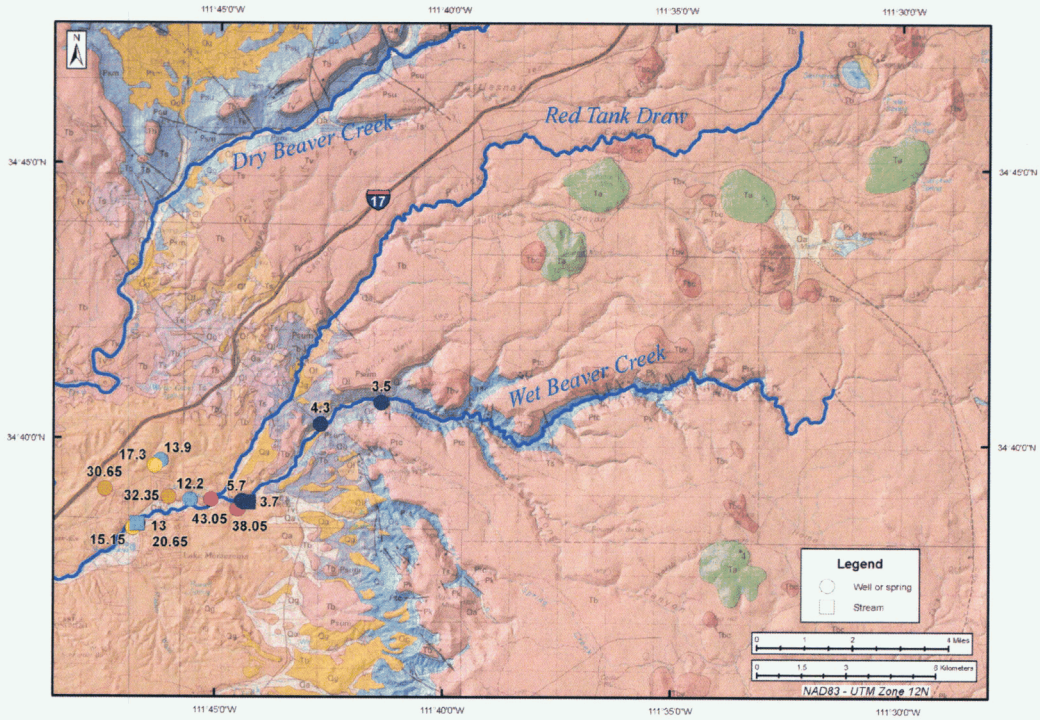
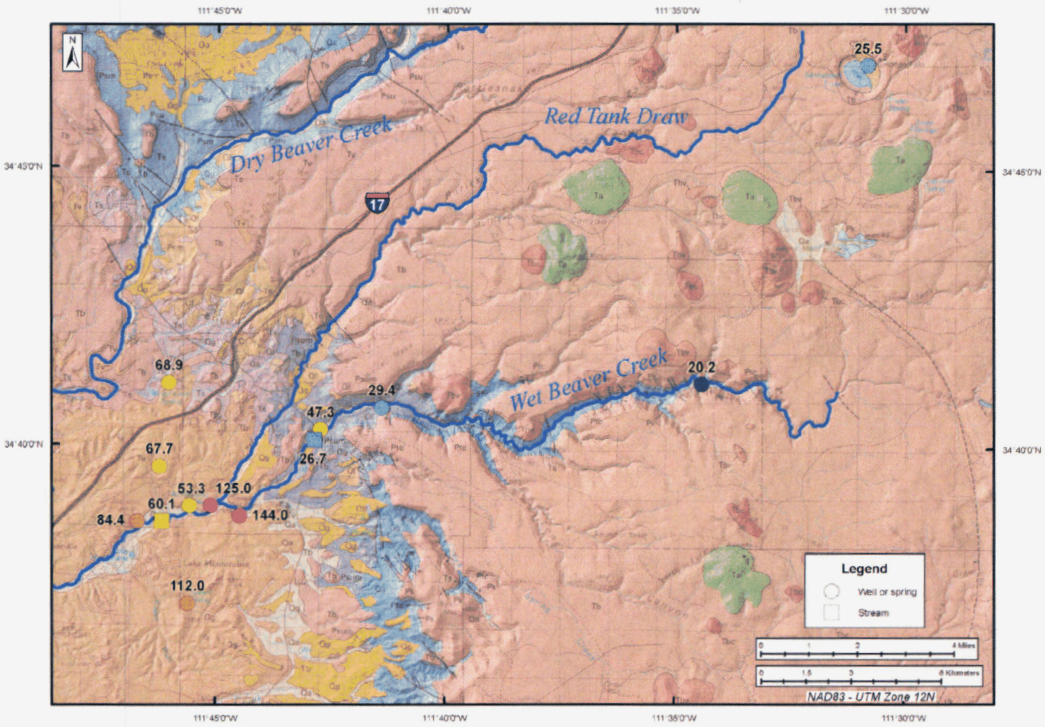


Figure 29. Chloride in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

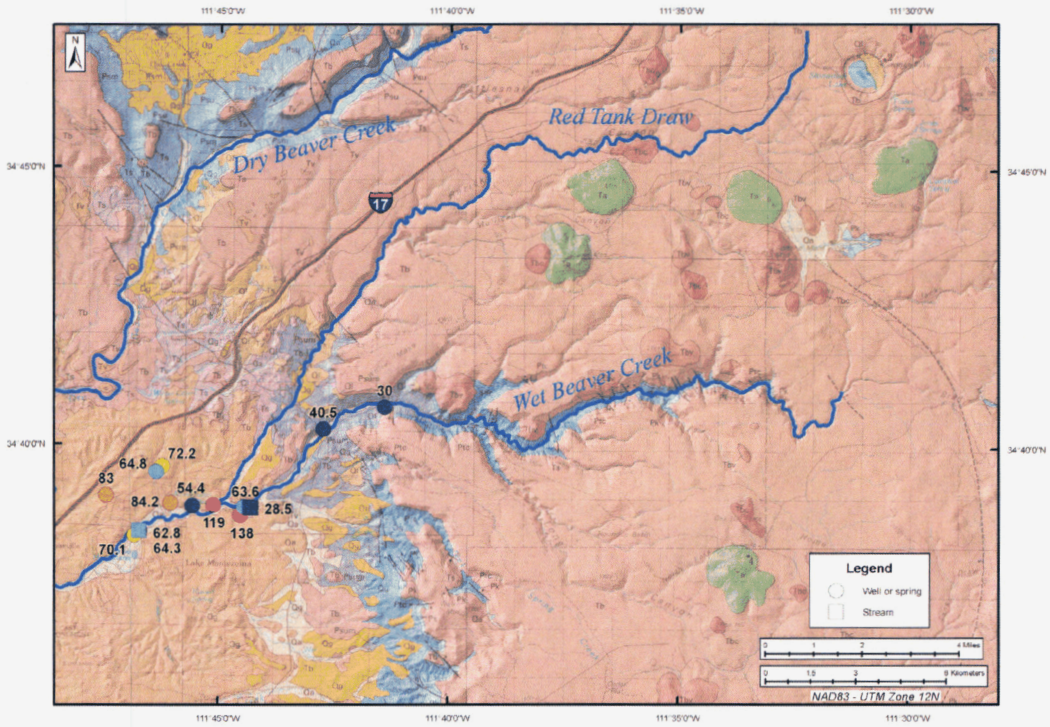
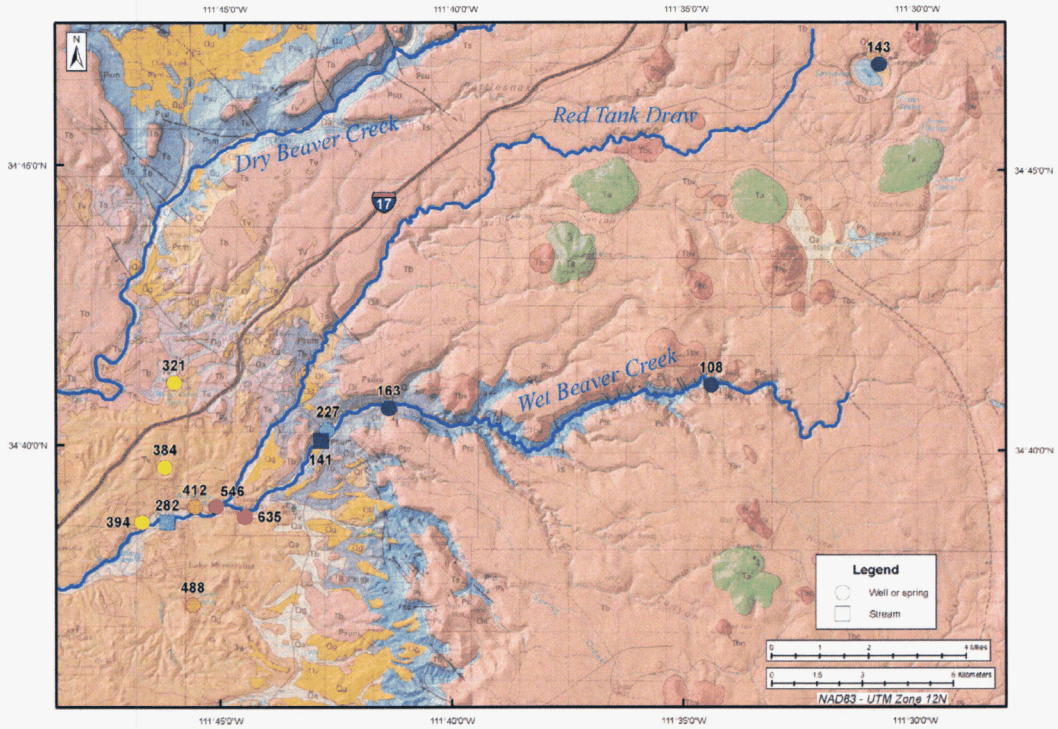


Figure 30. Calcium in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

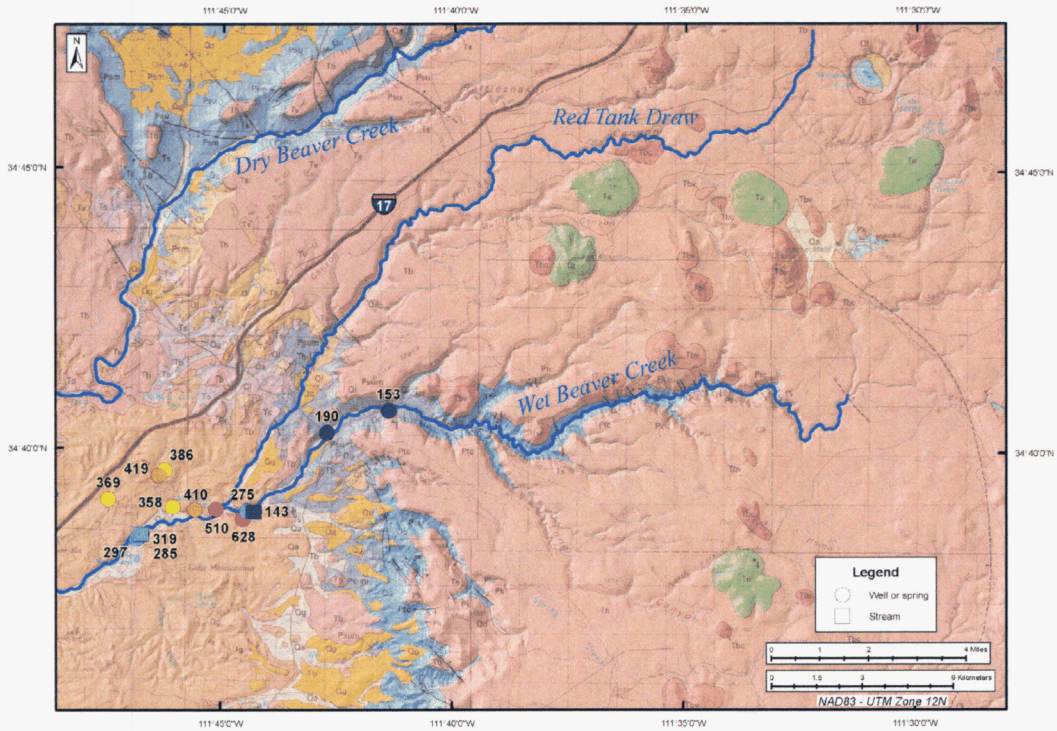
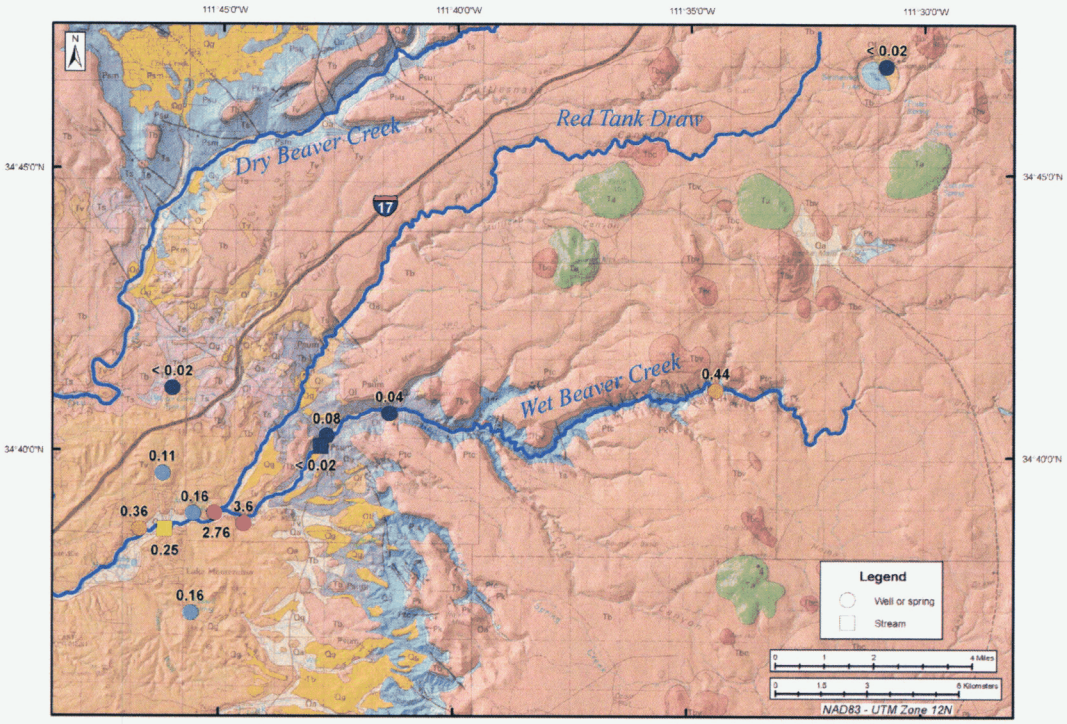


Figure 31. Alkalinity as $CaCO_3$ in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

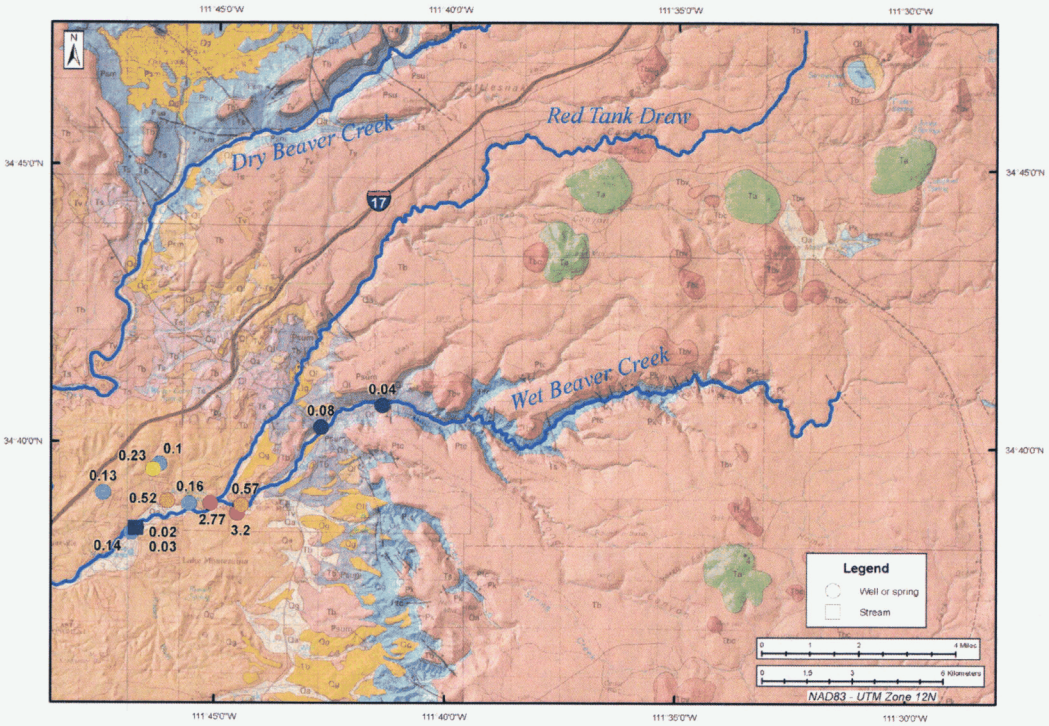
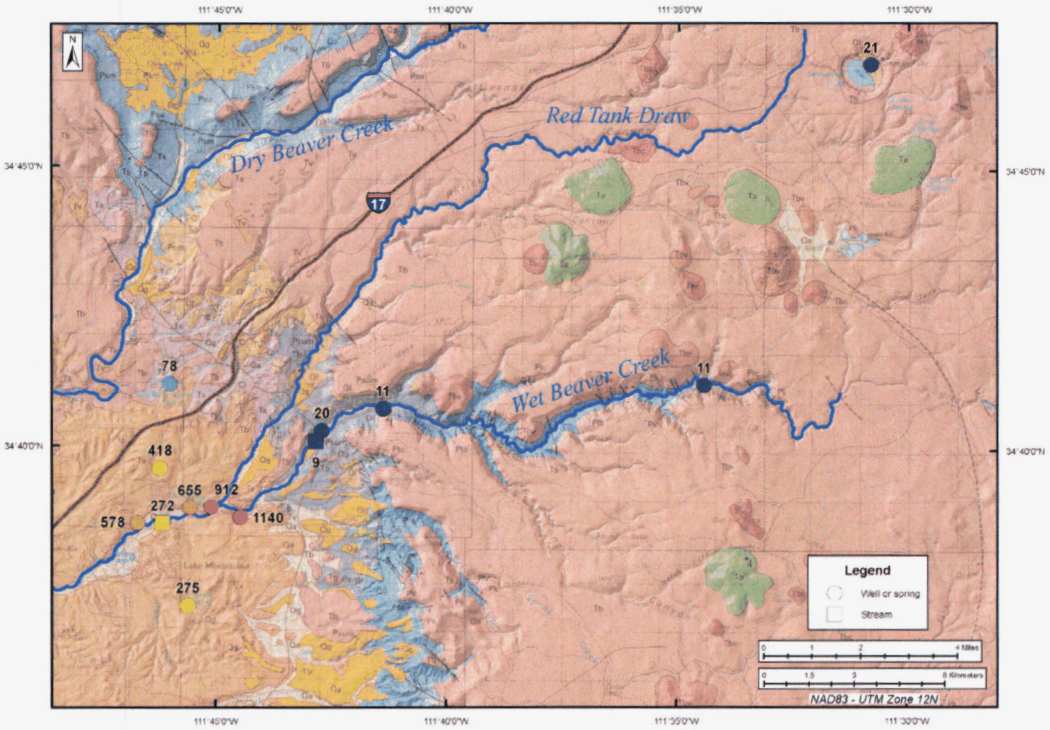


Figure 32. Cesium in µg/L. *A*, 2006 data. *B*, 2008 data.

A



B

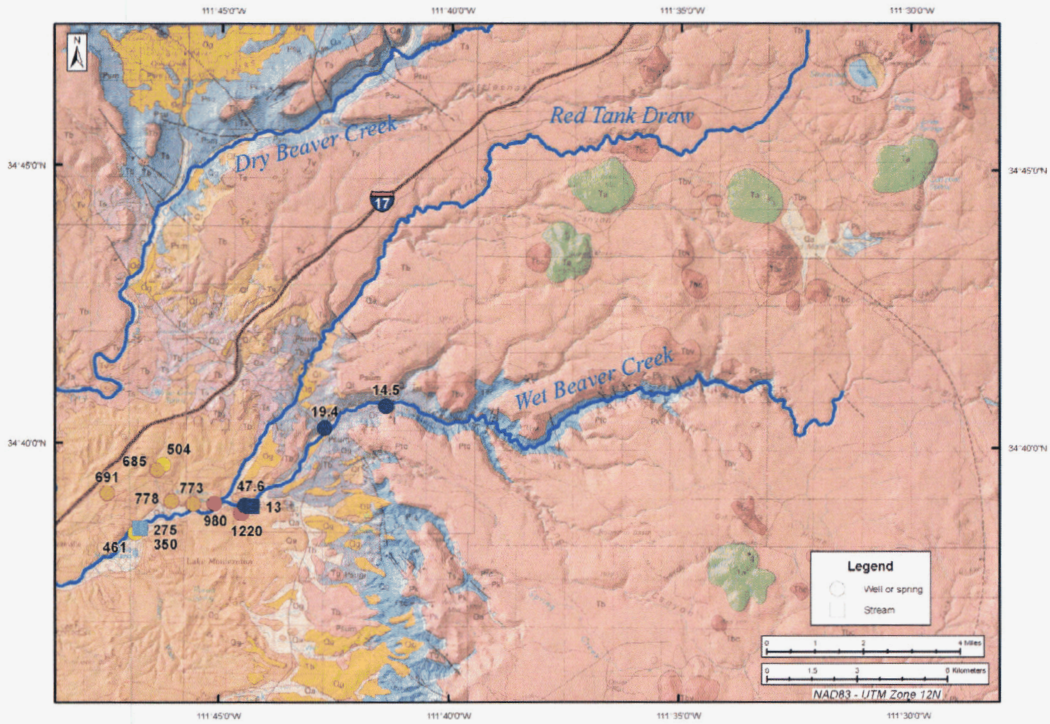
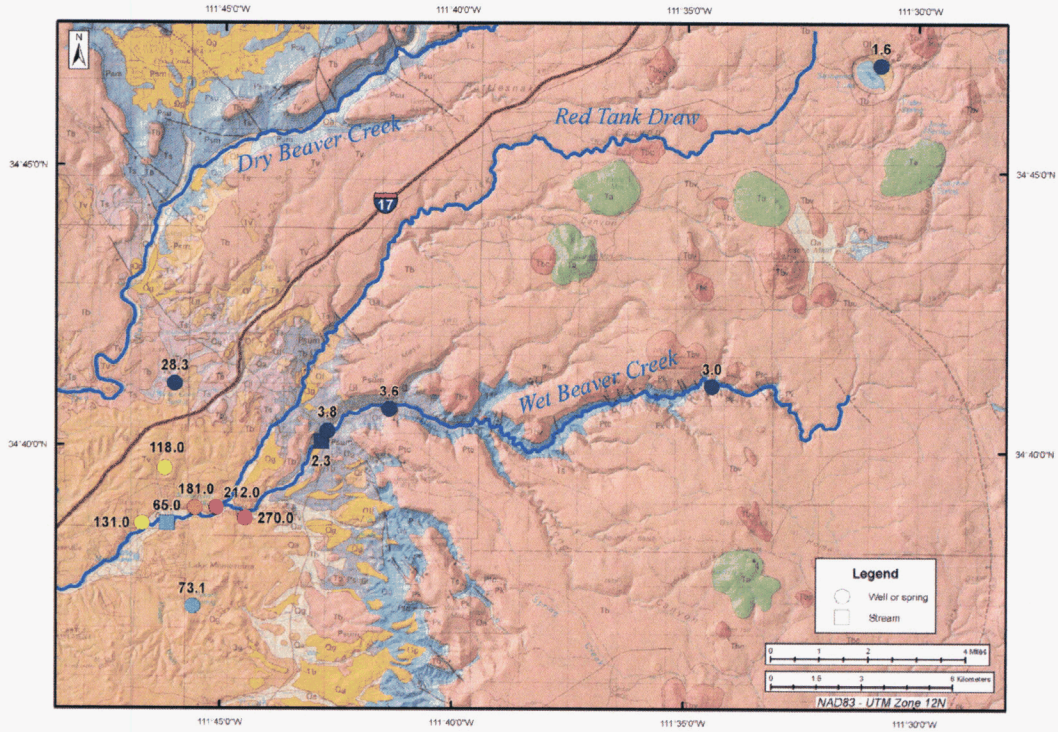


Figure 33. Boron in µg/L. *A*, 2006 data. *B*, 2008 data.

A



B

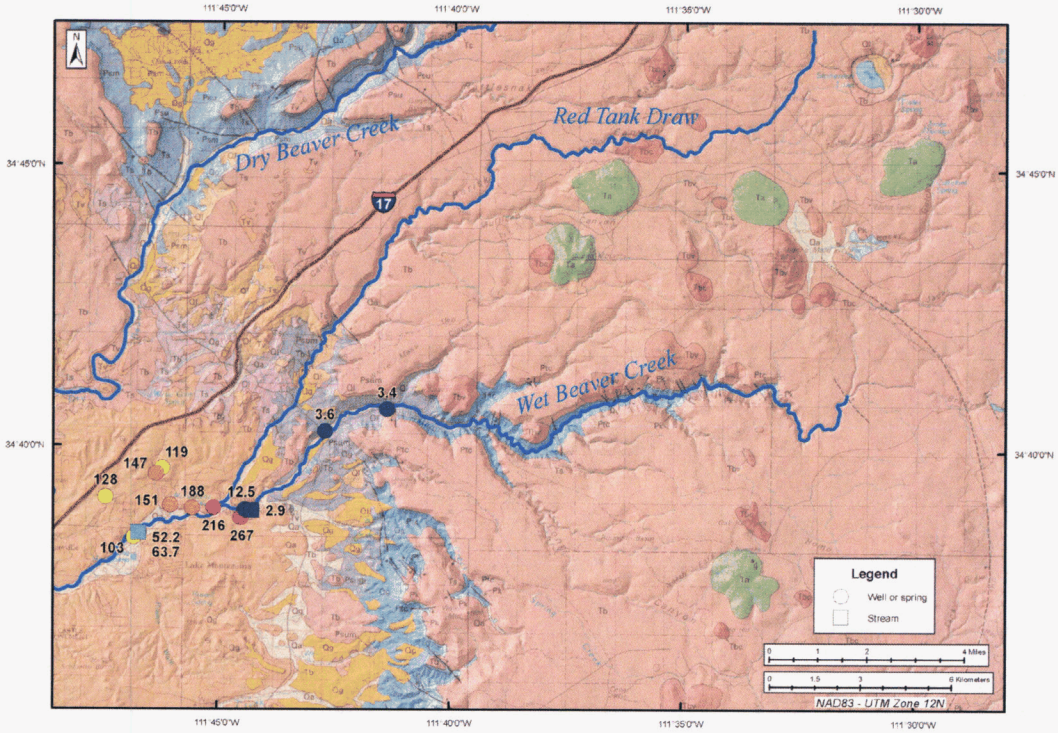
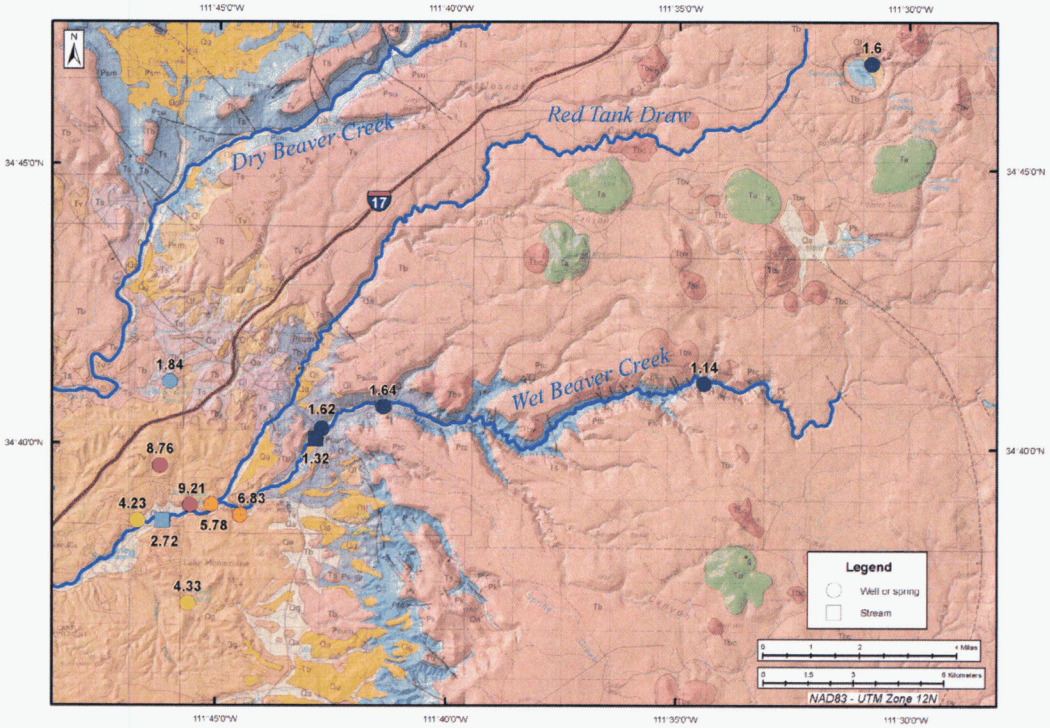


Figure 34. Lithium in µg/L. *A*, 2006 data. *B*, 2008 data.

A



B

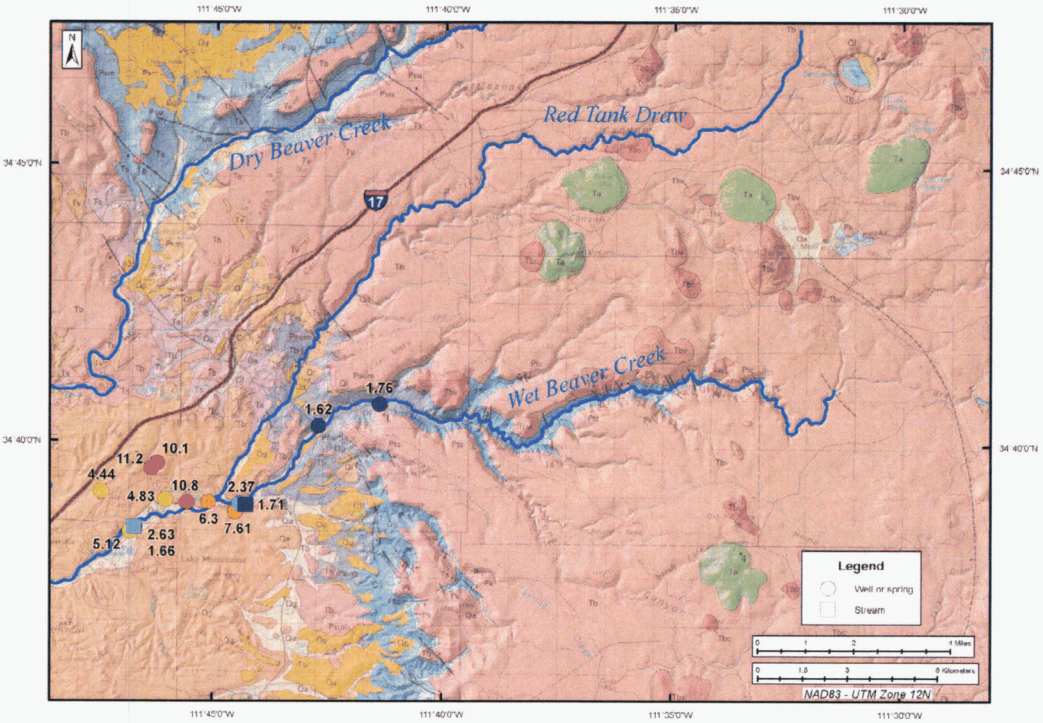
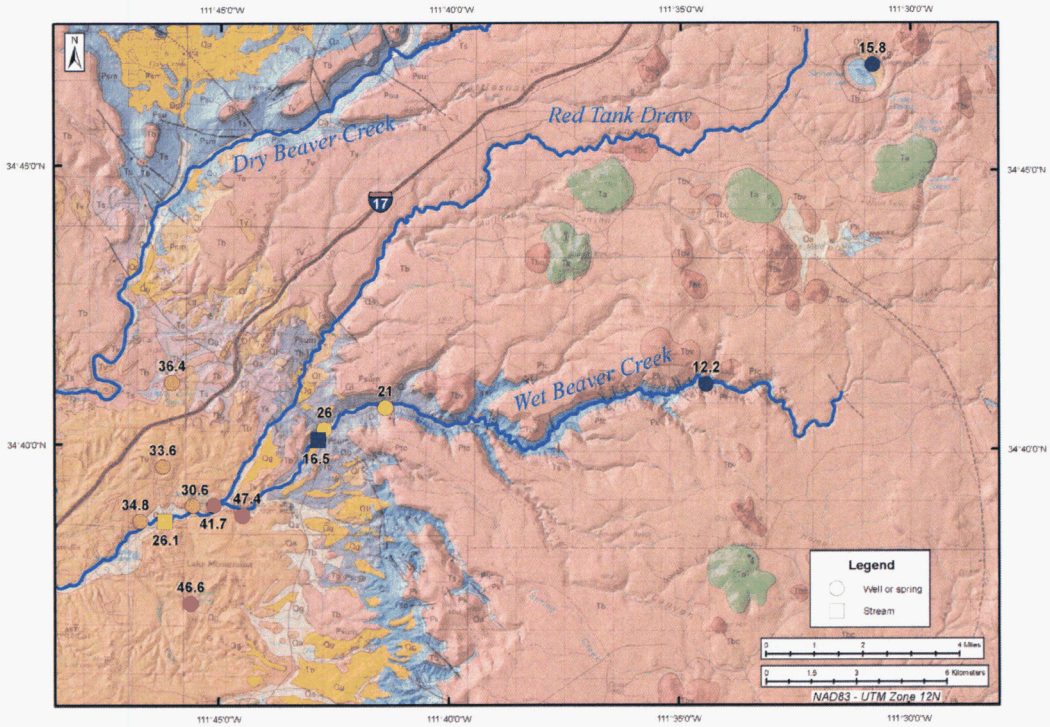


Figure 35. Potassium in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

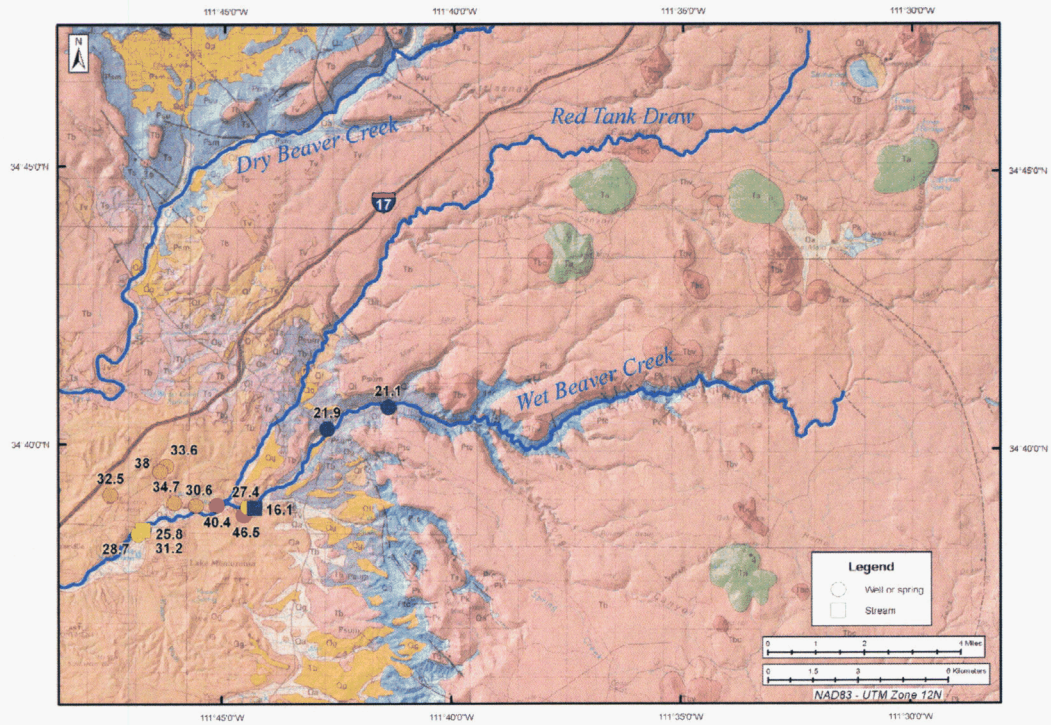
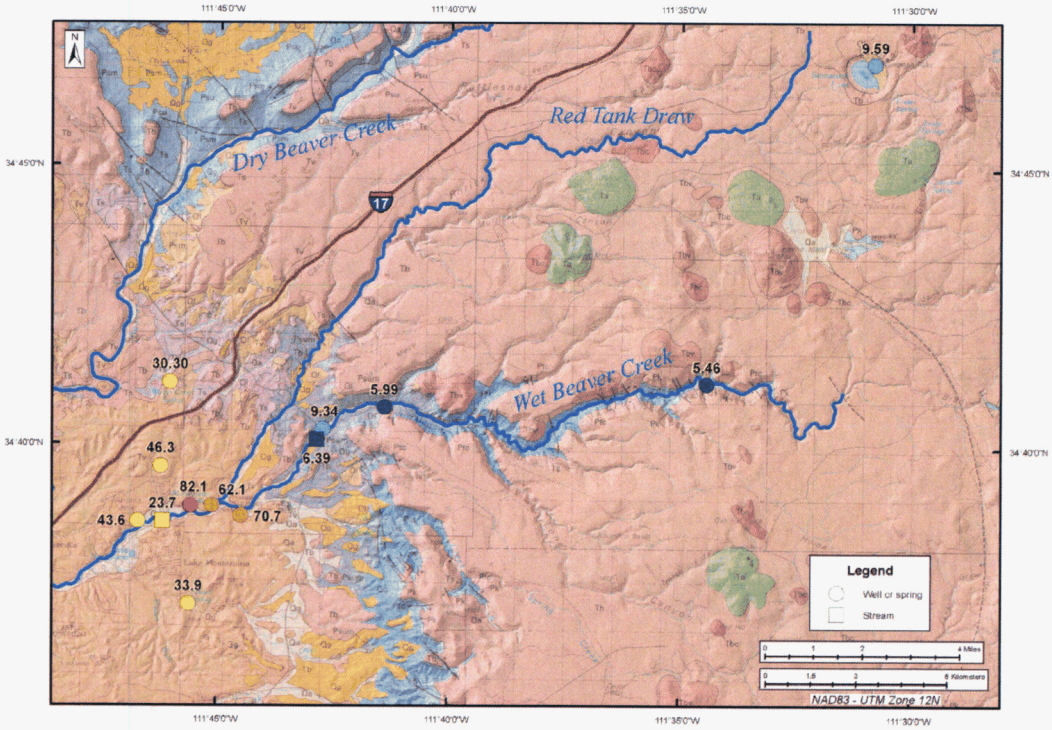


Figure 36. Magnesium in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

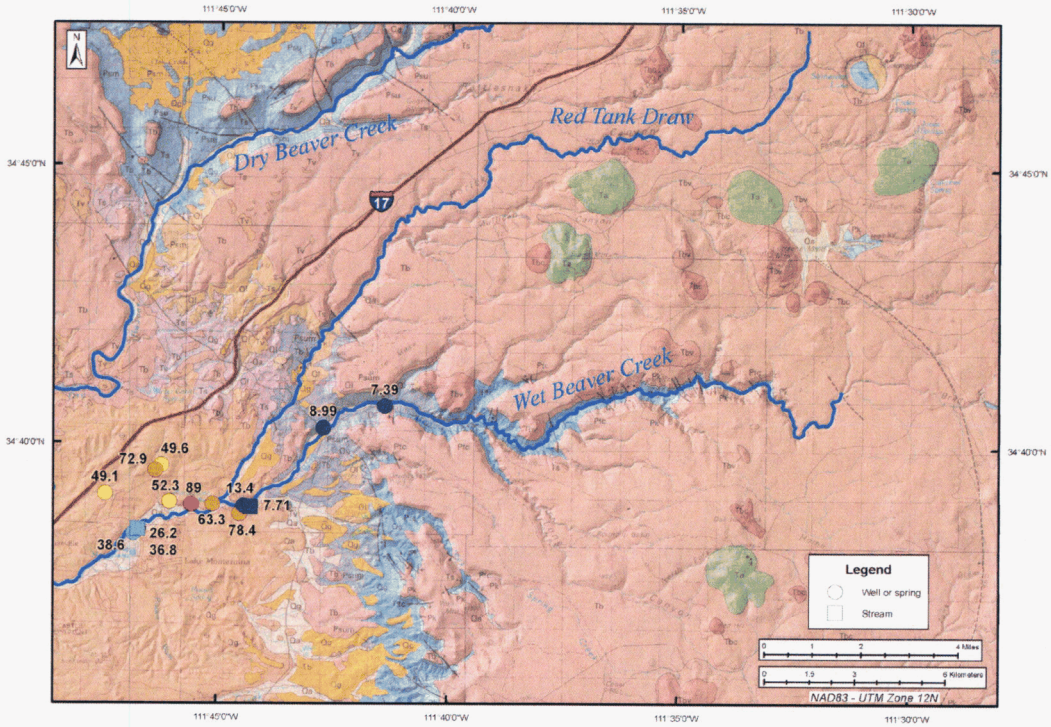
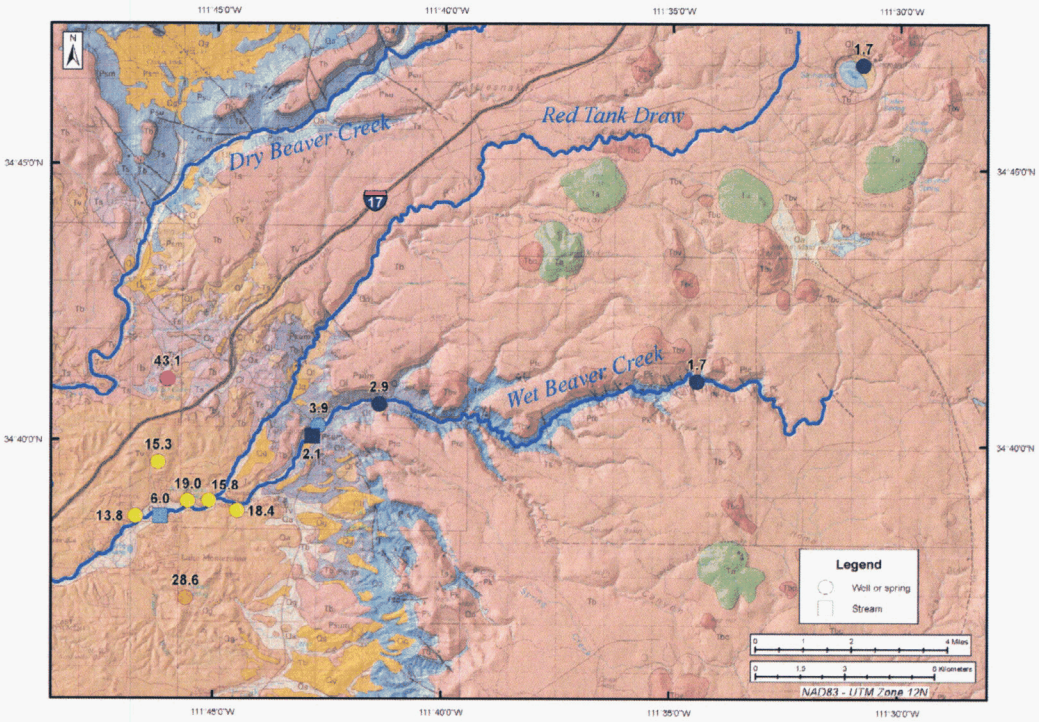


Figure 37. Sodium in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

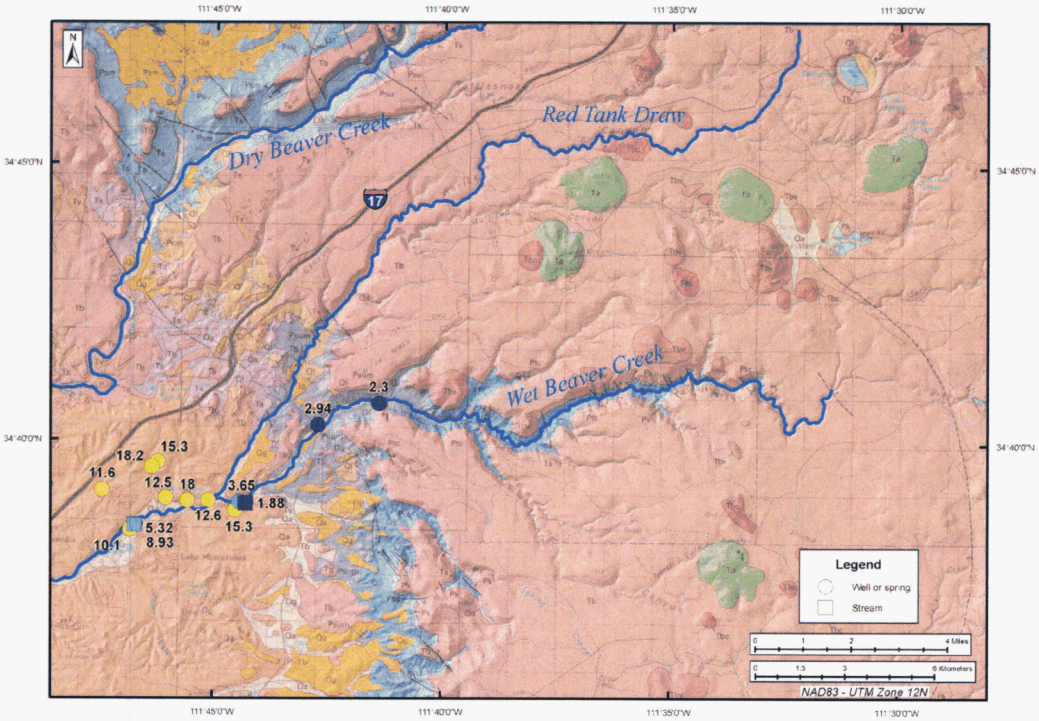
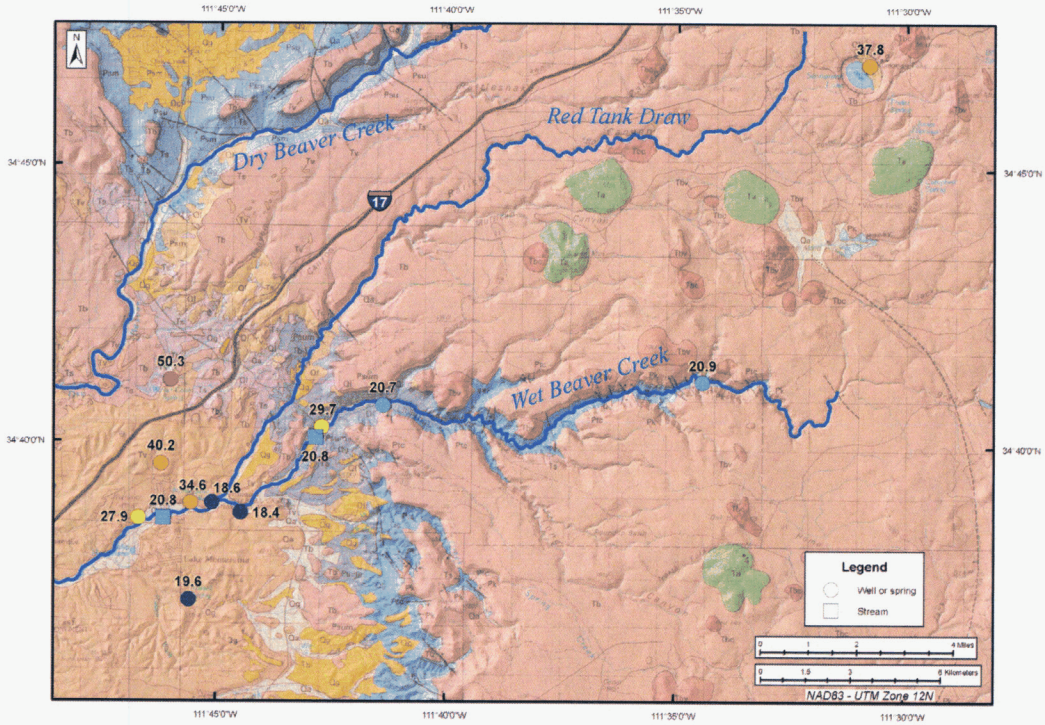


Figure 38. Sulfate in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

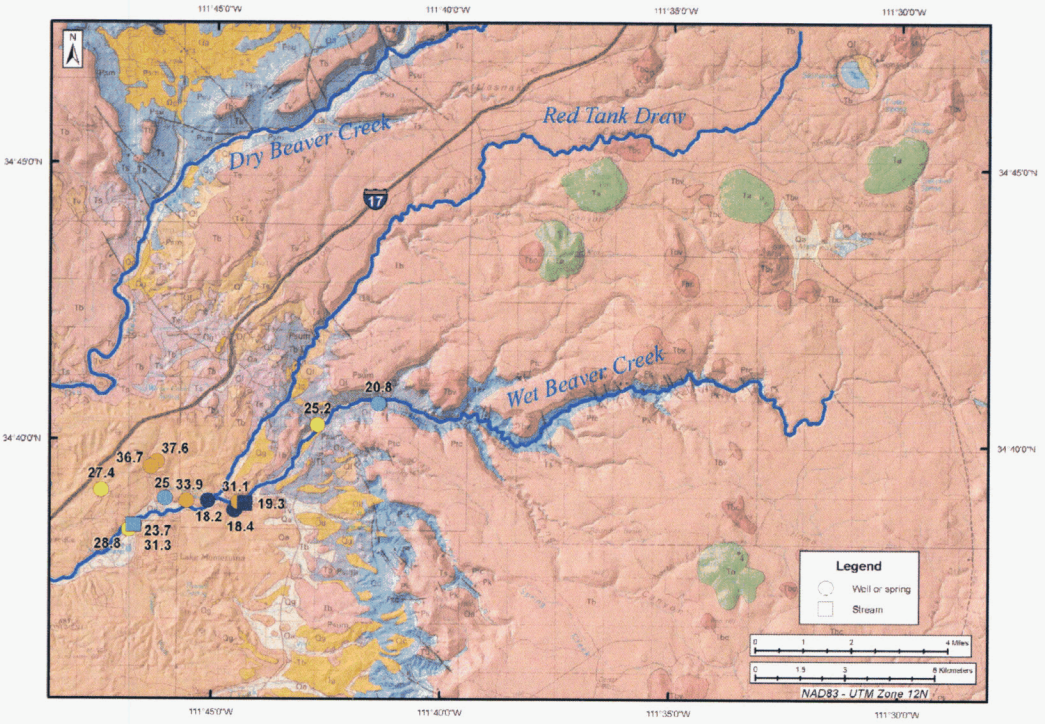
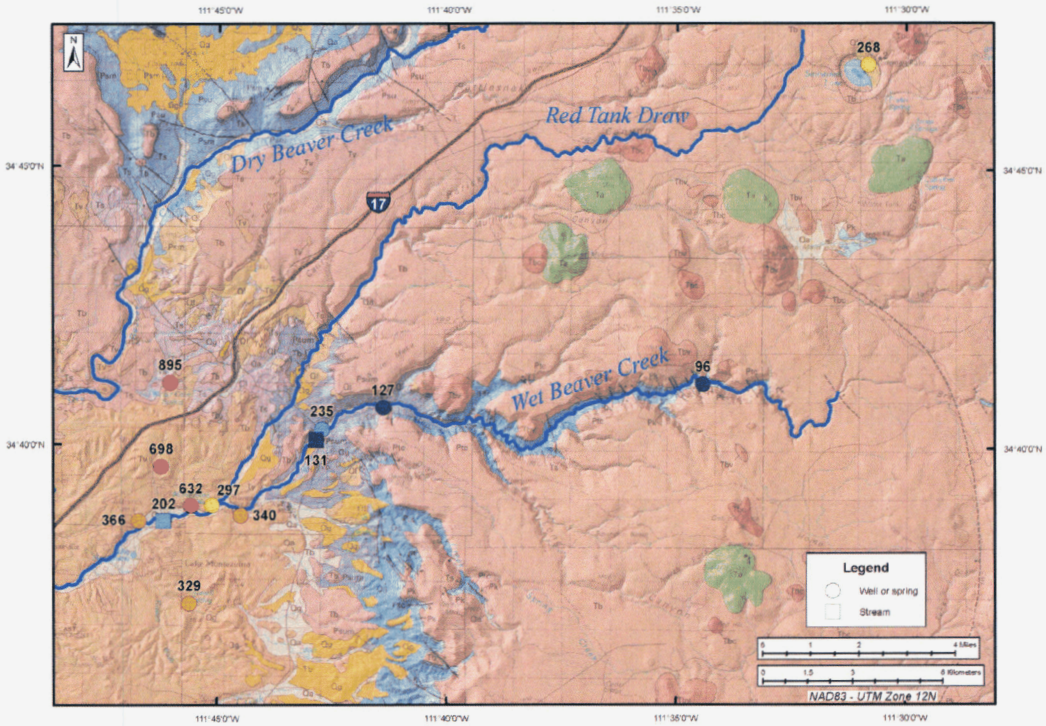


Figure 39. Silica in mg/L. *A*, 2006 data. *B*, 2008 data.

A



B

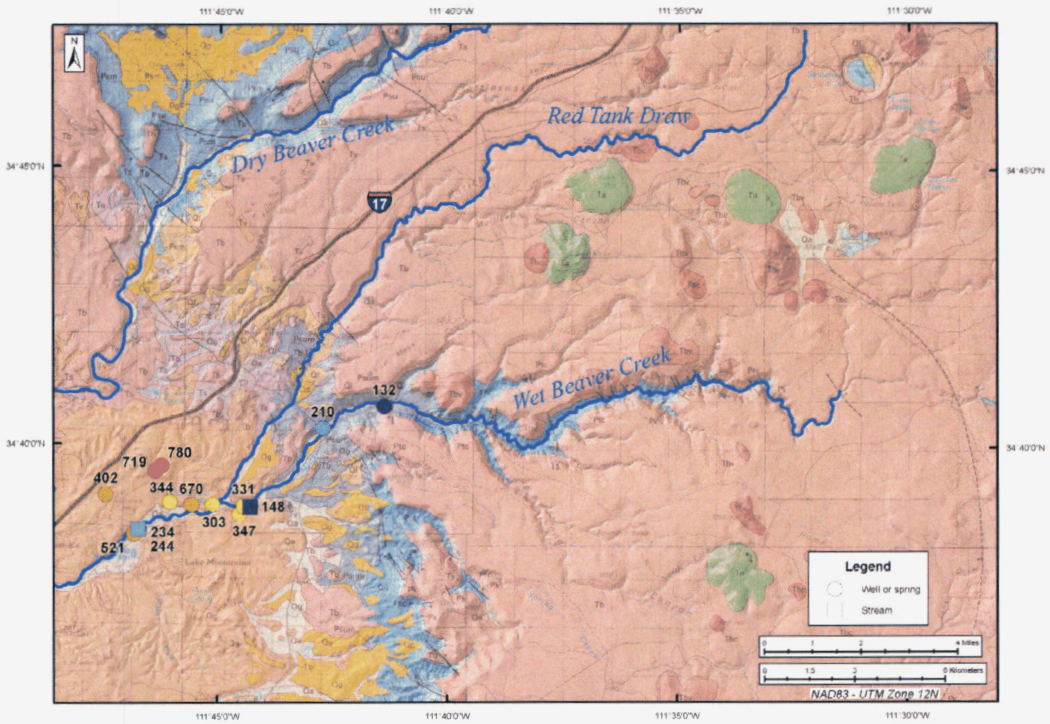
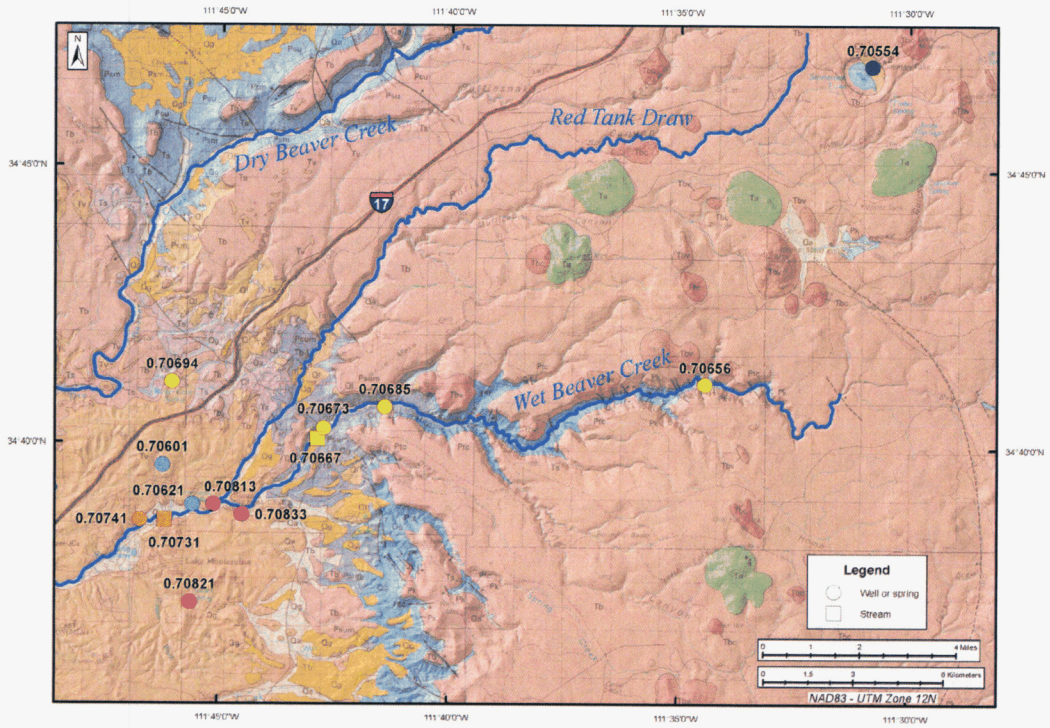


Figure 40. Strontium in µg/L. *A*, 2006 data. *B*, 2008 data.

A



B

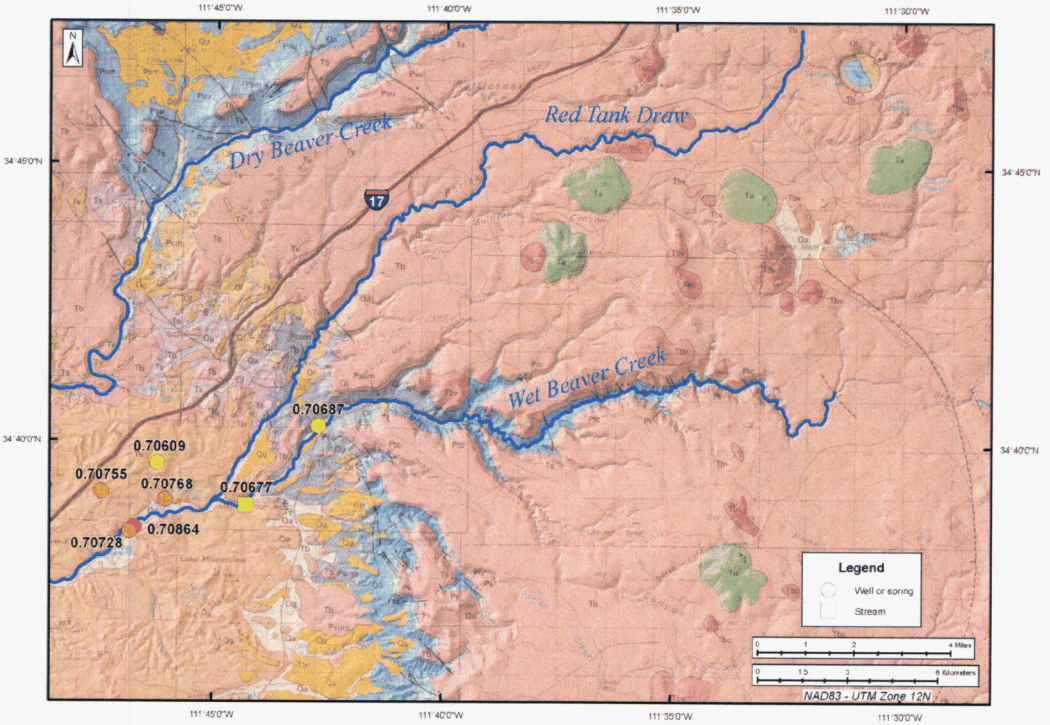
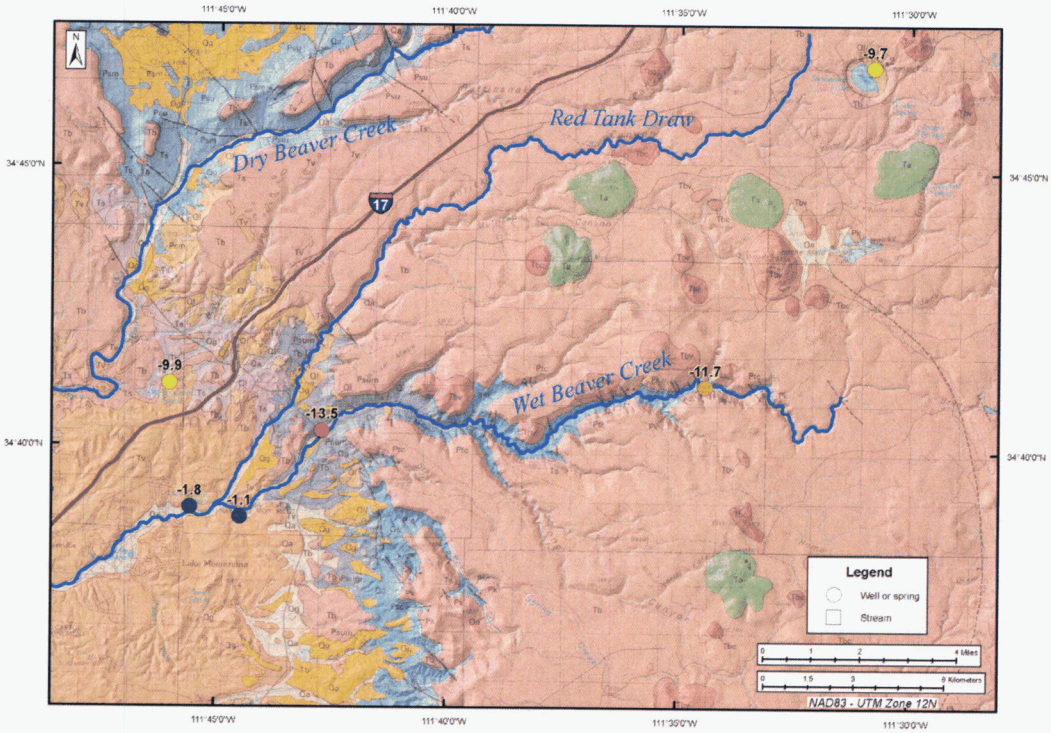


Figure 41. $^{87}Sr/^{86}Sr$ (strontium). *A*, 2006 data. *B*, 2008 data.

A



B

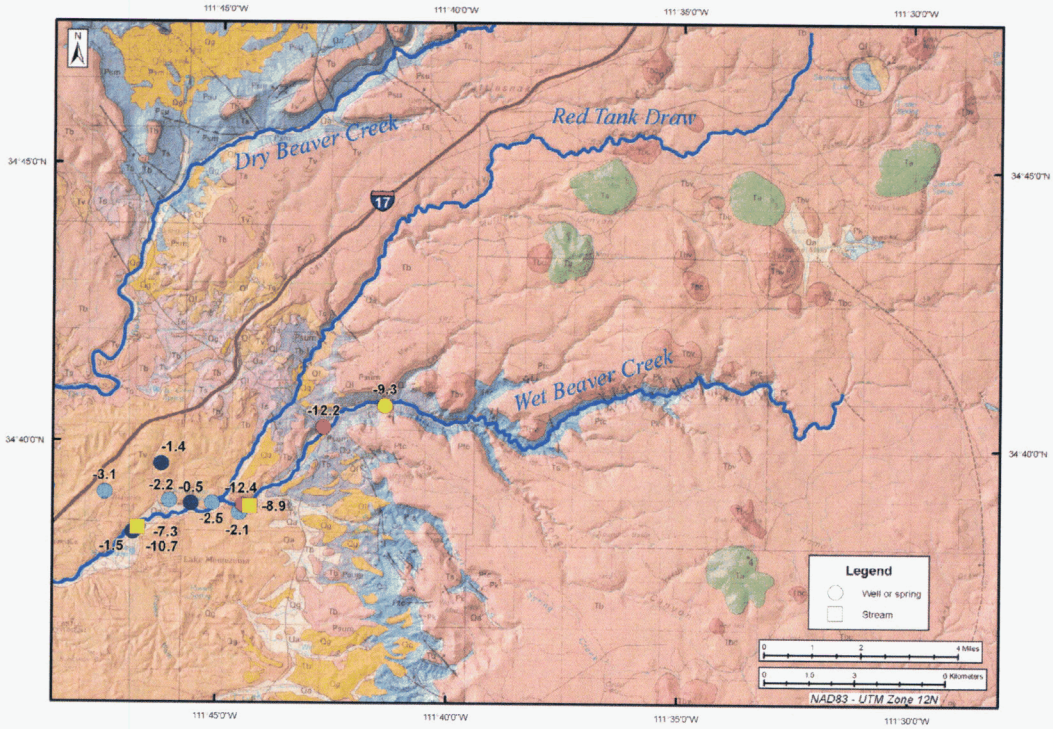
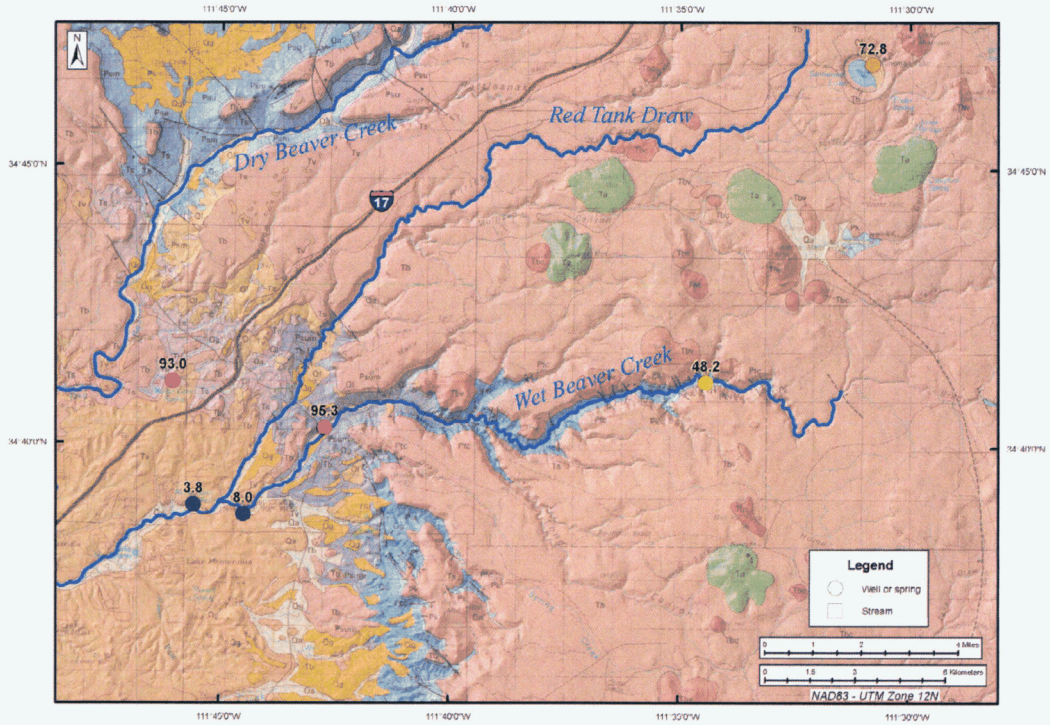


Figure 42. $\delta^{13}C$ ‰. *A*, 2006 data. *B*, 2008 data.

A



B

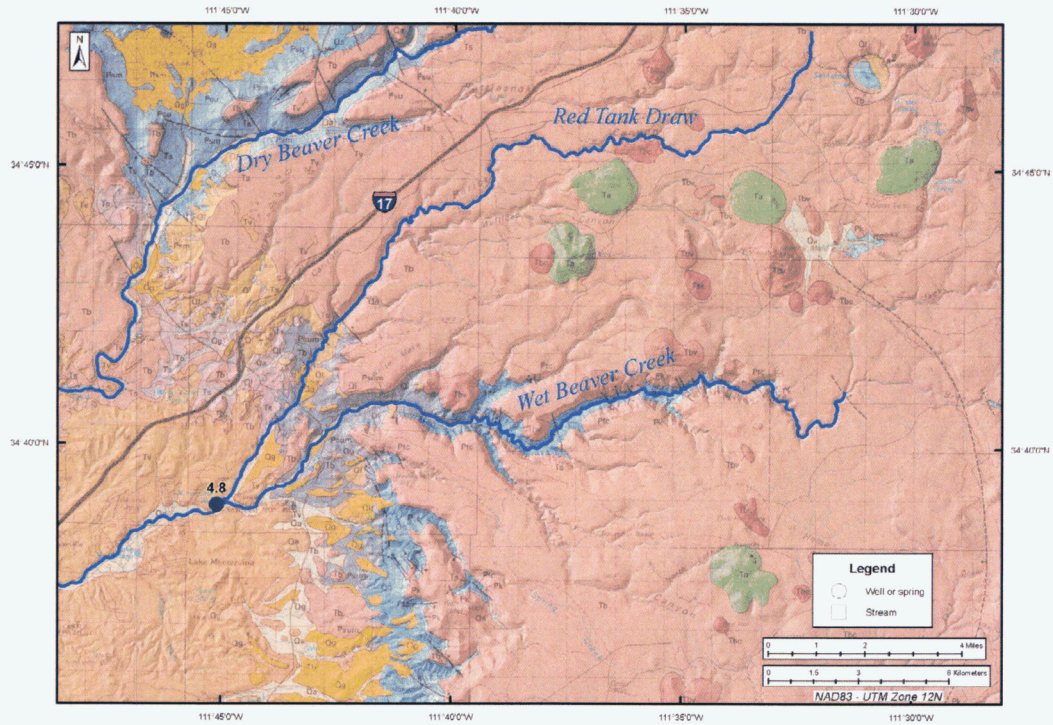
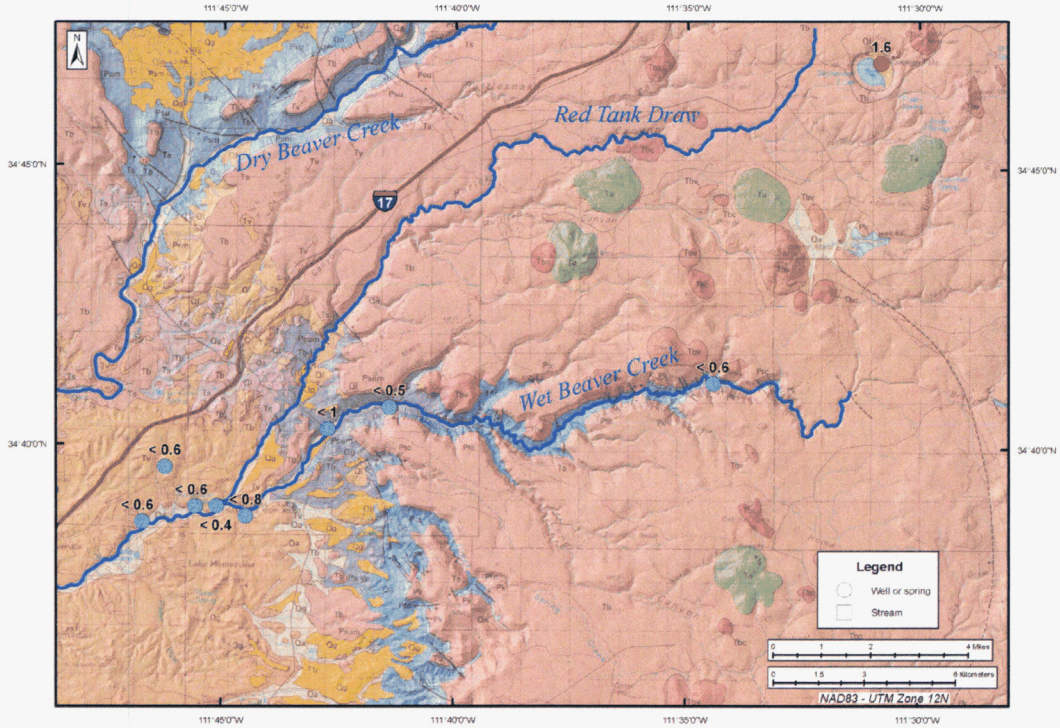


Figure 43. ^{14}C as percent modern carbon. *A*, 2006 data. *B*, 2008 data.

A



B

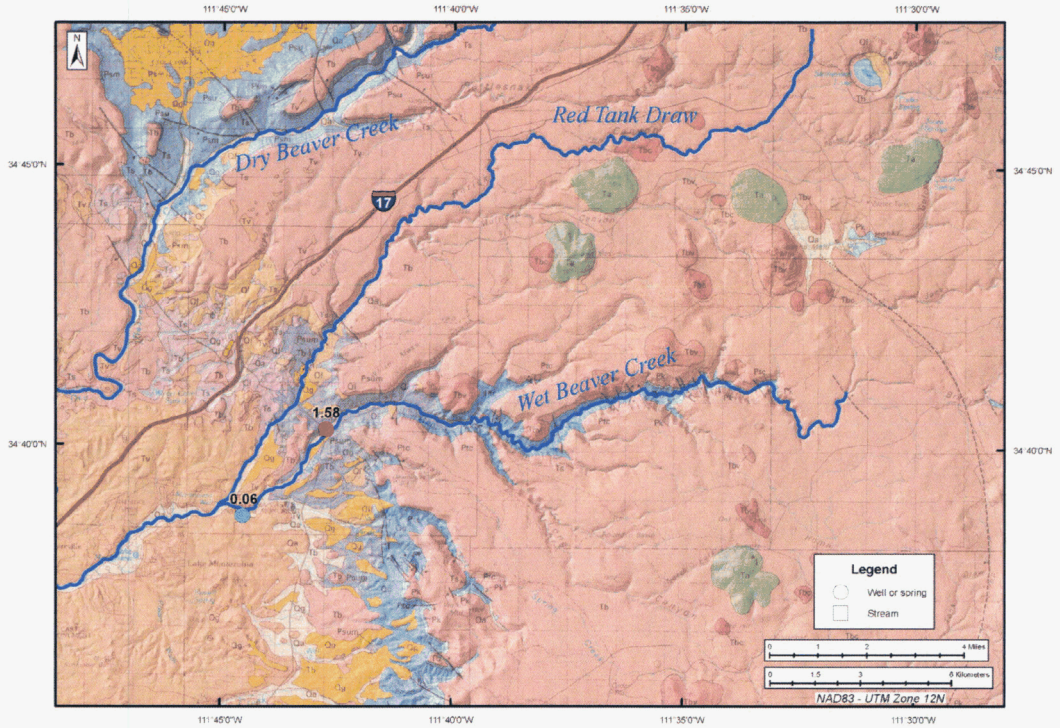
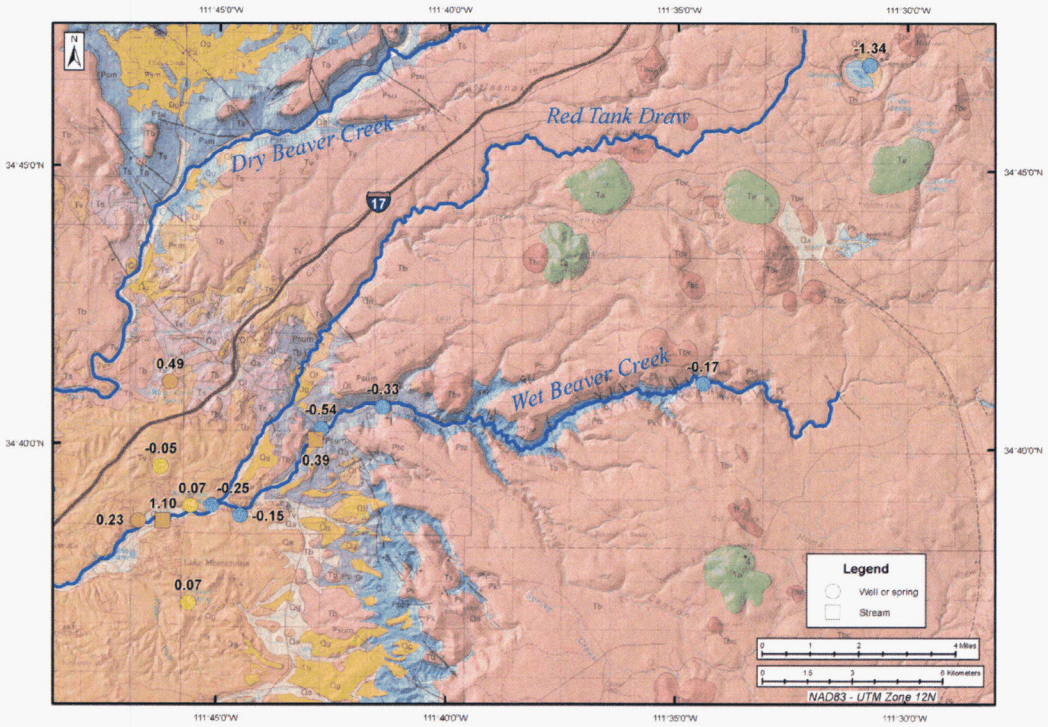


Figure 44. Tritium reported in tritium units. *A*, 2006 data. *B*, 2008 data.

A



B

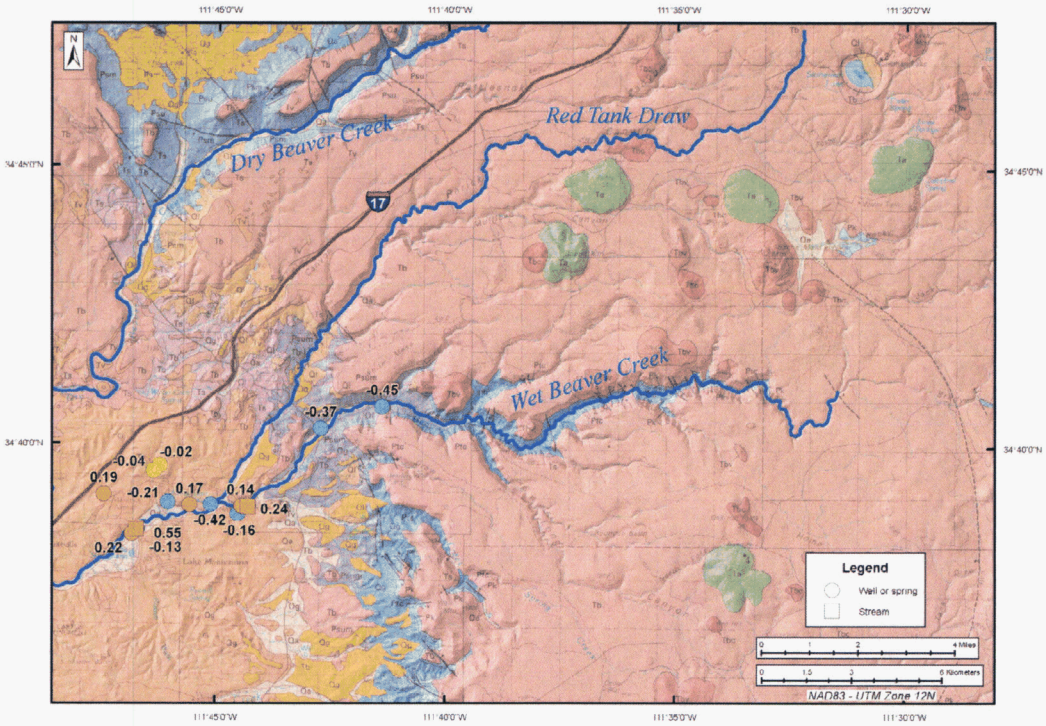


Figure 45. Calcite saturation index. *A*, 2006 data. *B*, 2008 data.

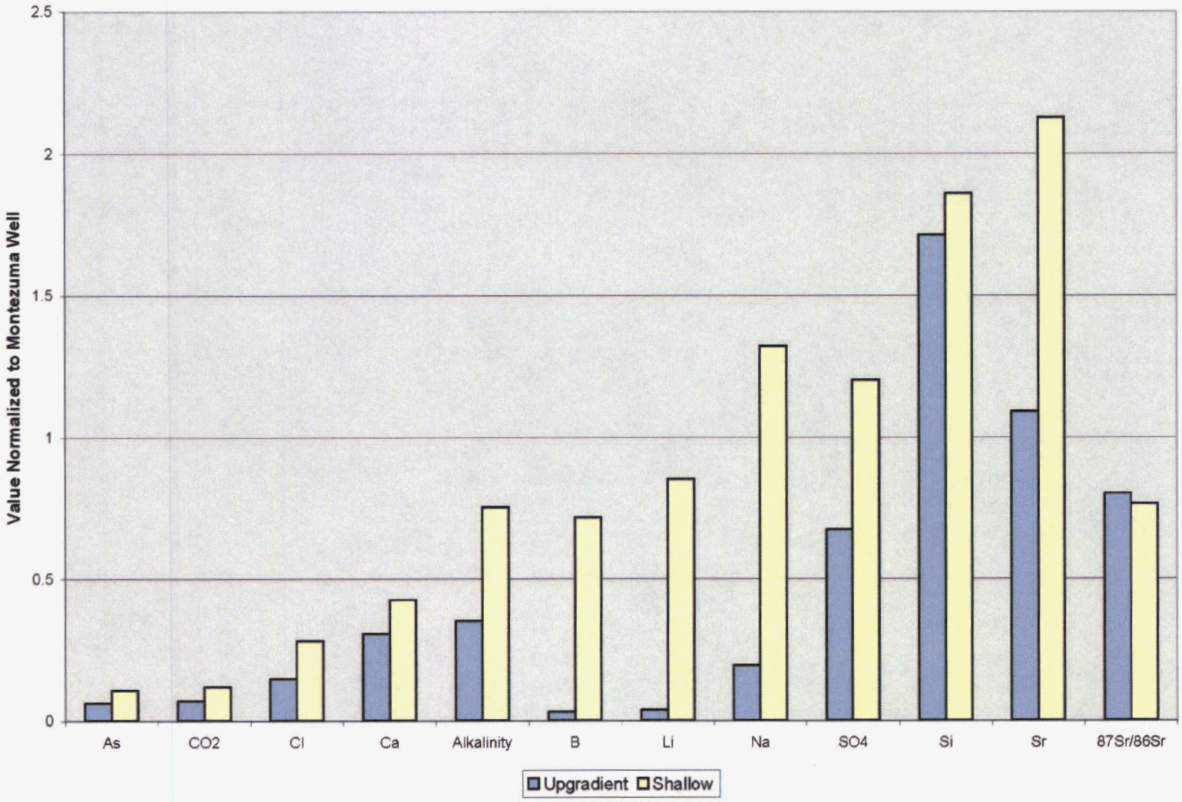


Figure 46. Selected constituents normalized to Montezuma Well with upgradient and shallow zones.

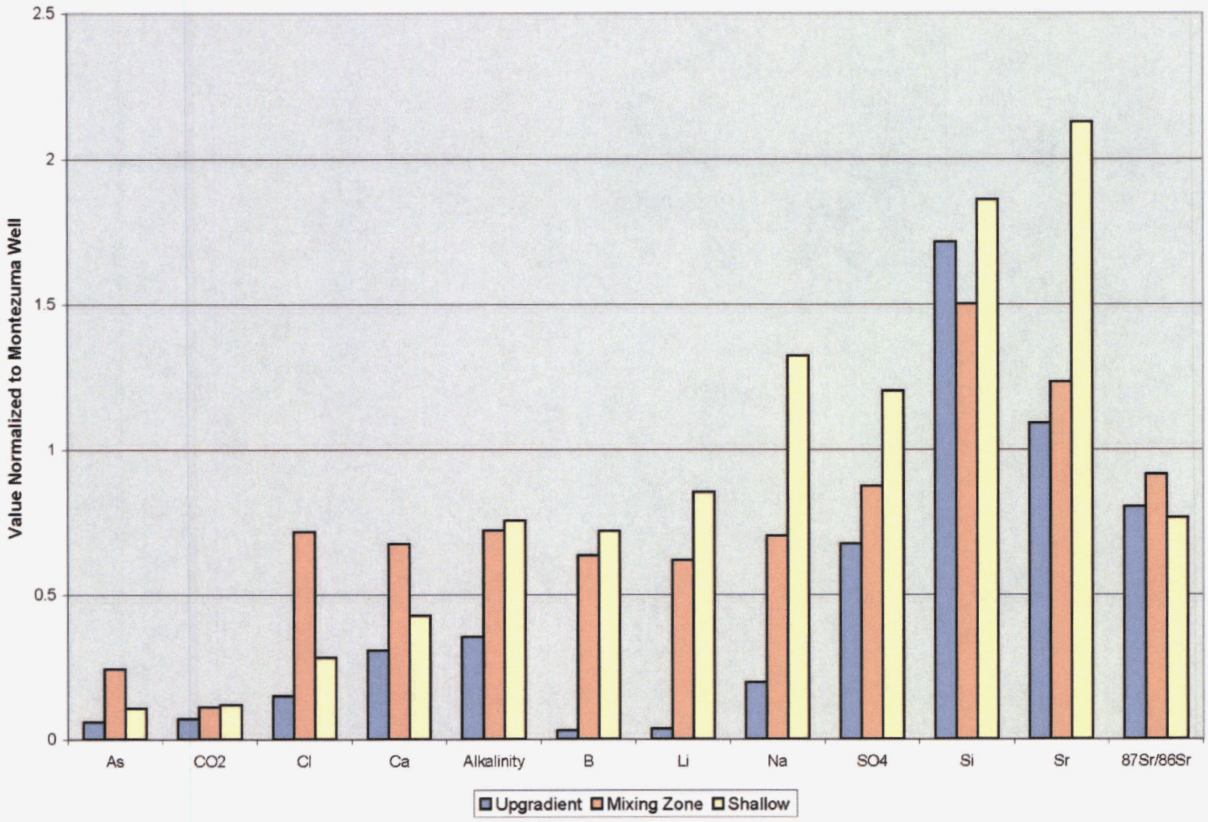


Figure 47. Selected constituents normalized to Montezuma Well with upgradient, mixing, and shallow zones.

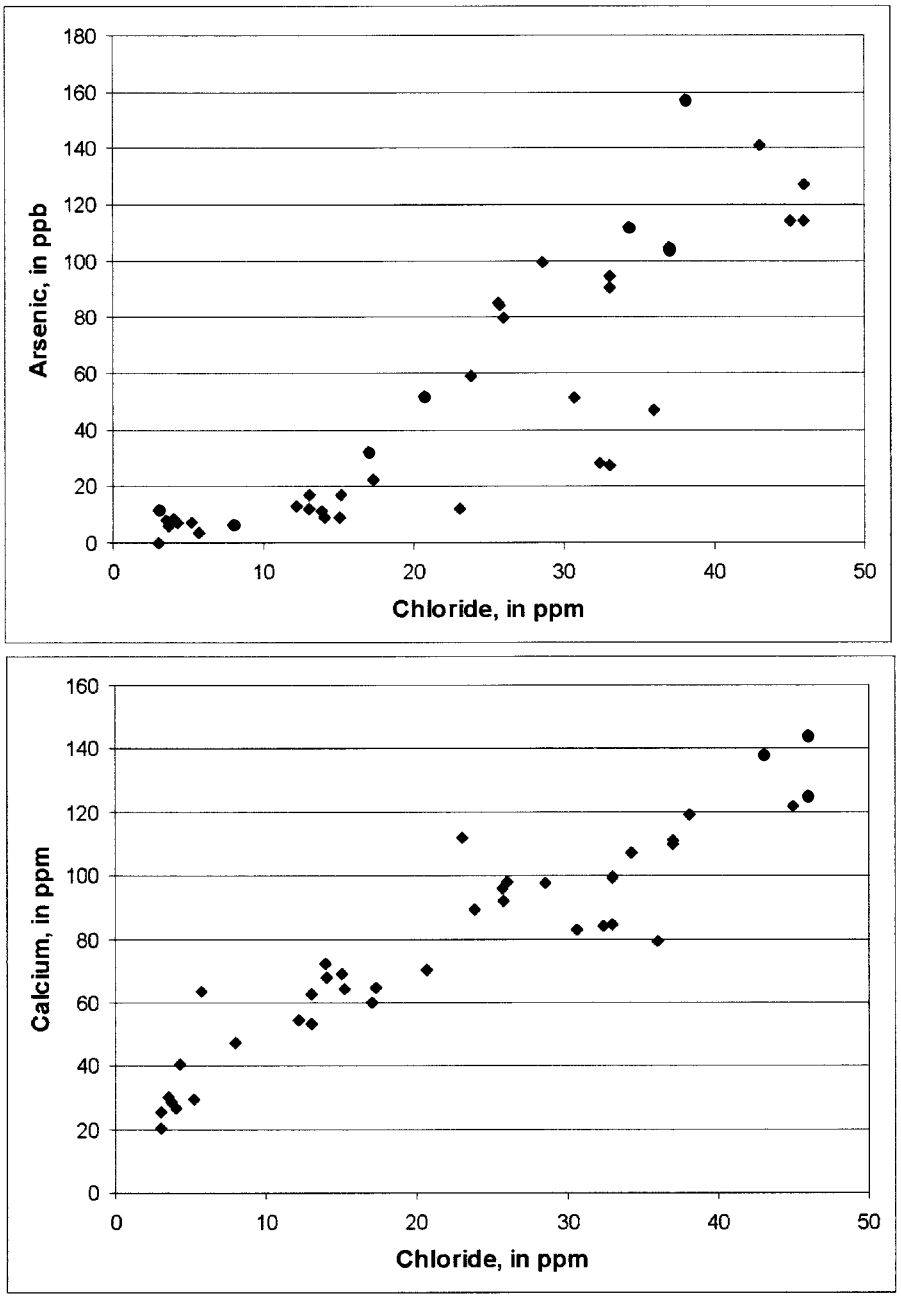
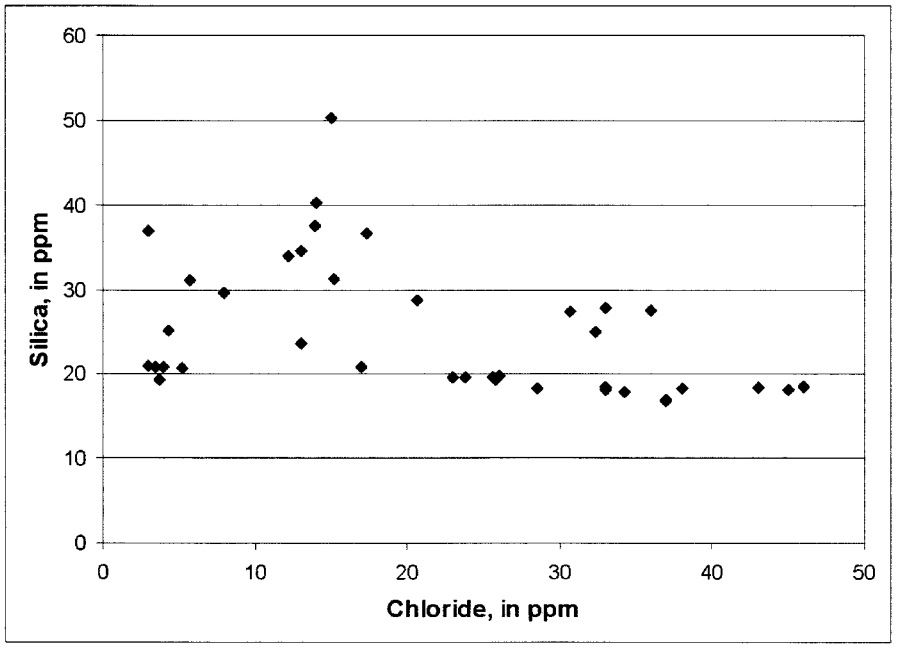


Figure 48. Arsenic and calcium concentrations compared to chloride concentrations for all water samples.



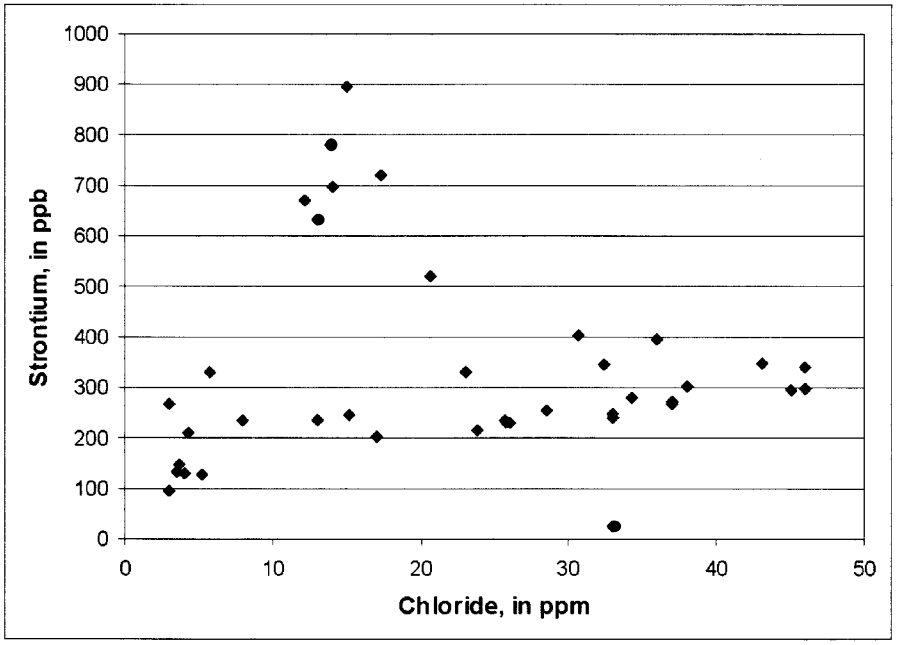


Figure 49. Silica and strontium concentrations compared to chloride concentrations for all water samples.

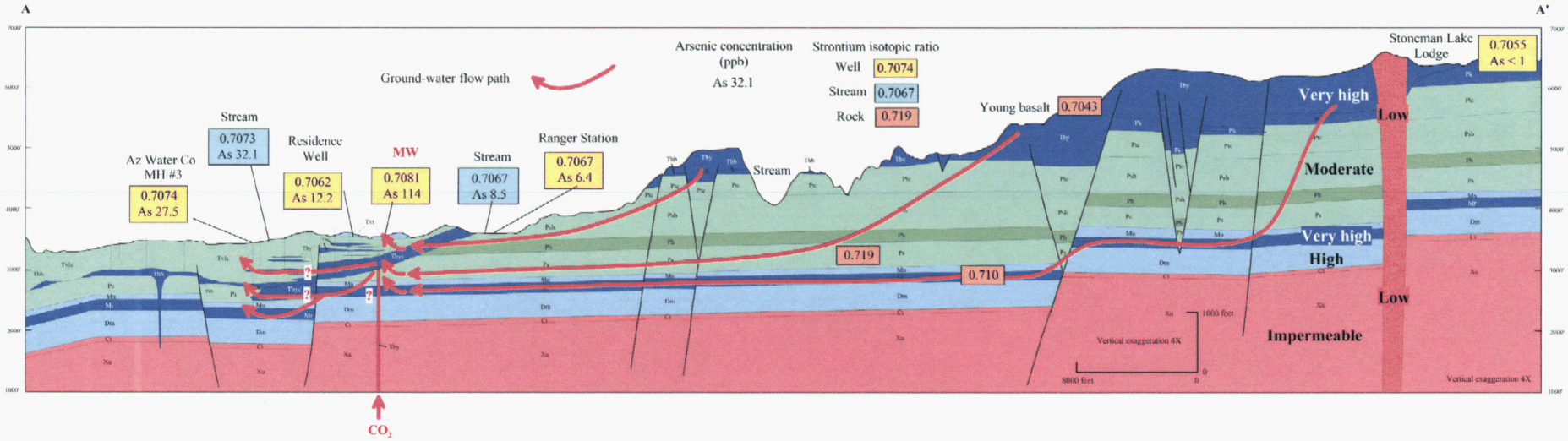
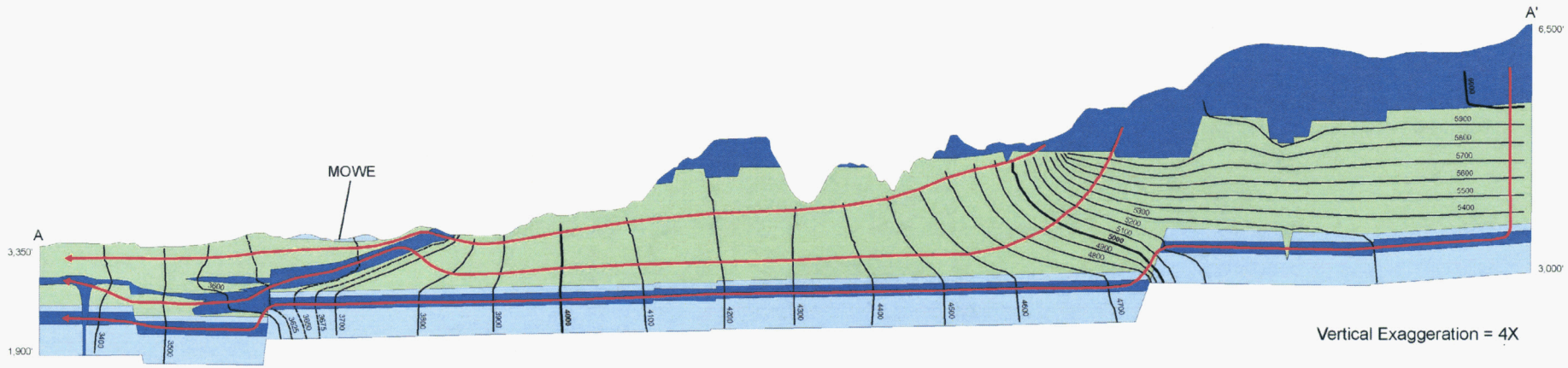


Figure 50. Groundwater flow paths and strontium isotopic ratios in surface waters and wells.



Red lines = ground water flow paths.

Black lines = equipotential hydraulic heads.

Figure 51. Hydraulic heads and flow lines with no basalt dike.

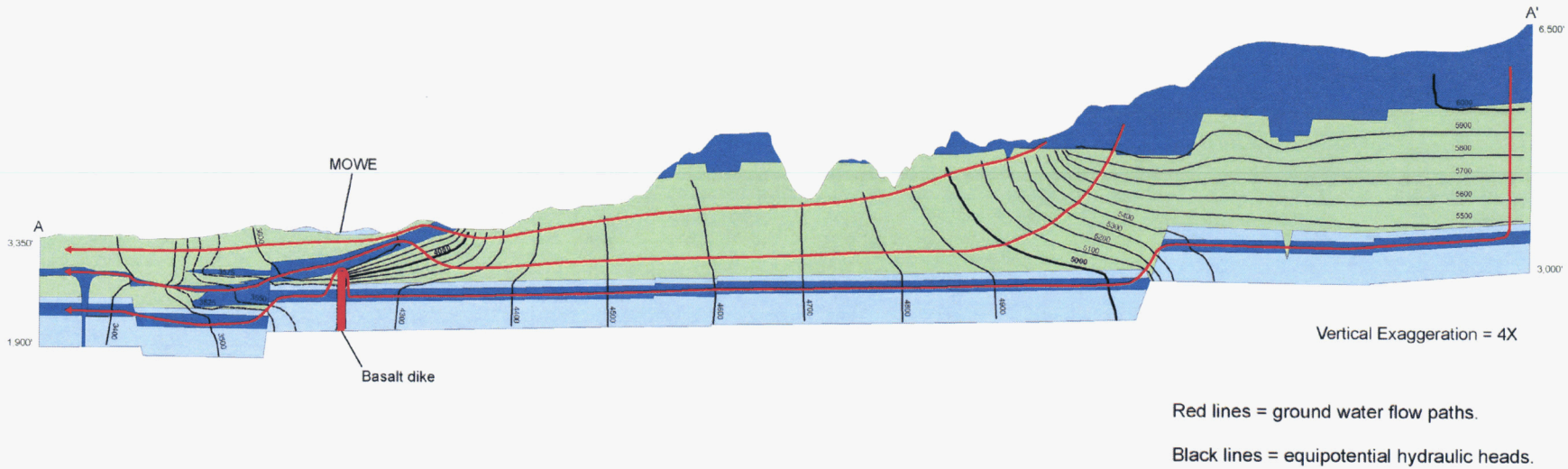


Figure 52. Hydraulic heads and flow lines with basalt dike.

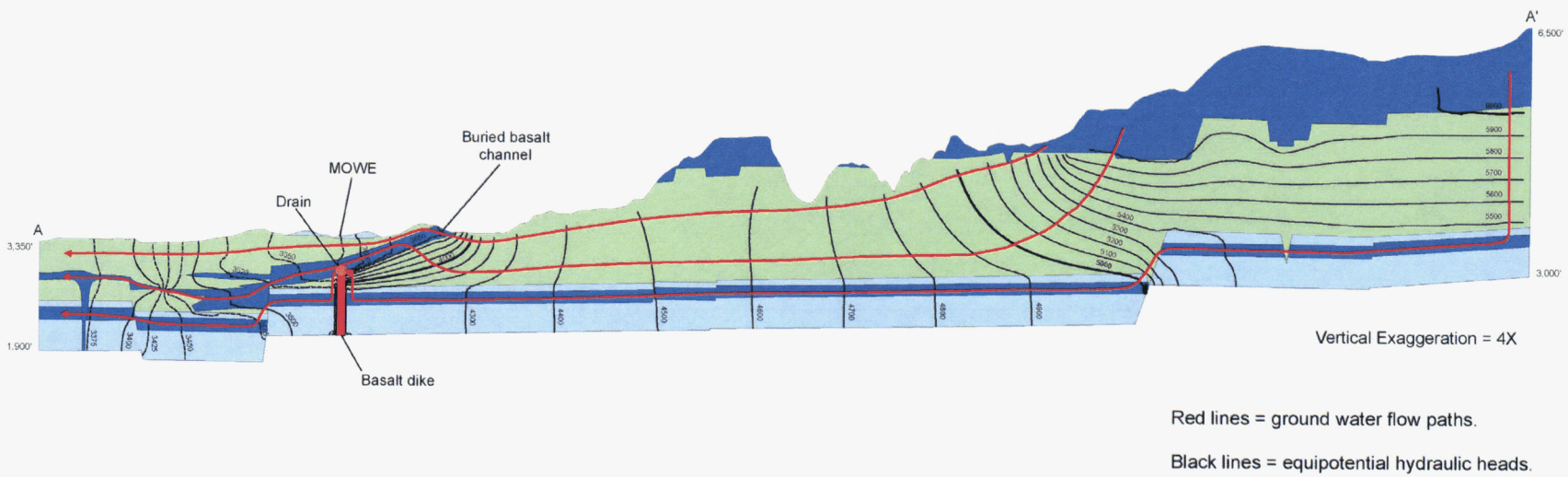


Figure 53. Hydraulic heads and flow lines with basalt dike and drain.

Appendix 1. Original Water Sample Laboratory Data

Zip file online: Appendix 1 original water data.zip

Appendix 2. Original Rock Sample Laboratory Data

Zip file online: Appendix 2 original rock data.zip

Appendix 3. PHREEQC and NETPATH Files

Zip file online: Appendix 3 Inverse Modeling and Age Dating.zip

This file includes the following files:
- C-14 age date summary.xls
- CO2-C13 calcs.xls

And the following folders containing associated geochemical modeling files:
- Inverse Modeling and Age Dating
  - MOWE-East-2008
  - MOWE-Residence-2006
  - MOW-West-118
  - SODA-1
  - SODA-C
- PHREEQC Saturation Indices

Note: When opened in WinZip, the files will appear in one general list, but upon extraction the files will be organized as listed above.

Appendix 4. Groundwater Flow Modeling Files

Zip file online: Appendix 4 Ground-water flow modeling.zip

This file includes a ReadMe file and the following folders containing associated flow modeling files:
- Simulation 1
- Simulation 2
- Simulation 3
- Simulation 4
- Source Codes

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ORIGINAL ARTICLE

Using hydrogeology to identify the source of groundwater to Montezuma Well, a natural spring in Central Arizona, USA: part 1

Raymond H. Johnson · Ed DeWitt · L. Rick Arnold

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Abstract Montezuma Well is a natural spring located within a "sinkhole" in the desert environment of the Verde Valley in Central Arizona. It is managed by the National Park Service as part of Montezuma Castle National Monument. Because of increasing development of groundwater in the area, this research was undertaken to better understand the sources of groundwater to Montezuma Well. The use of well logs and geophysics provides details on the geology in the area around Montezuma Well. This includes characterizing the extent and position of a basalt dike that intruded a deep fracture zone. This low permeability barrier forces groundwater to the surface at the Montezuma Well "pool" with sufficient velocity to entrain sand-sized particles from underlying bedrock. Permeable fractures along and above the basalt dike provide conduits that carry deep sourced carbon dioxide to the surface, which can dissolve carbonate minerals along the transport path in response to the added carbon dioxide. At the ground surface, CO_2 degasses, depositing travertine. Geologic cross sections, rock geochemistry, and semi-quantitative groundwater flow modeling provide a hydrogeologic framework that indicates groundwater flow through a karstic limestone at depth (Redwall Limestone) as the most significant source of groundwater to Montezuma Well. Additional groundwater flow from the overlying formations (Verde Formation and Permian Sandstones) is a possibility, but significant flow from these units is not indicated.

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R. H. Johnson (✉) · E. DeWitt · L. R. Arnold
US Geological Survey, Denver, CO, USA
e-mail: rhjohnso@usgs.gov

Keywords Montezuma Well · Groundwater · Hydrogeology · Natural spring

Introduction

Montezuma Well (Fig. 1) is a natural spring located within a "sinkhole" in the desert environment of the Verde Valley in Central Arizona. It is managed by the National Park Service (NPS) as part of Montezuma Castle National Monument. Because of the increasing withdrawal of groundwater within the Verde Valley due to population growth (Arizona Department of Water Resources 2000; Blasch et al. 2006; Owen-Joyce and Bell 1983), research was initiated by the NPS through the US Geological Survey to better understand and identify the source and flow paths of groundwater to Montezuma Well. Twenter and Metzger (1963) stated that water emerges from the middle limestone facies of the lacustrine Verde Formation, but the precise origin and its travel path have been largely unknown (Lange 1957; McKee et al. 1947). Some have proposed artesian flow to Montezuma Well through the Supai Formation, which is exposed along the eastern margin of the Verde Valley and underlies the Verde Formation (Konieczki and Leake 1997). The groundwater recharge zone likely lies above the floor of the Verde Valley somewhere to the north and/or east of Montezuma Well, where total annual precipitation is greater due to the higher elevation. New data on groundwater, surface water, and bedrock geology have been collected from Montezuma Well and the surrounding region to test previous hypotheses and provide new details on groundwater flow in the area.

Two objectives are defined for this research to improve understanding of the groundwater source and flow paths to

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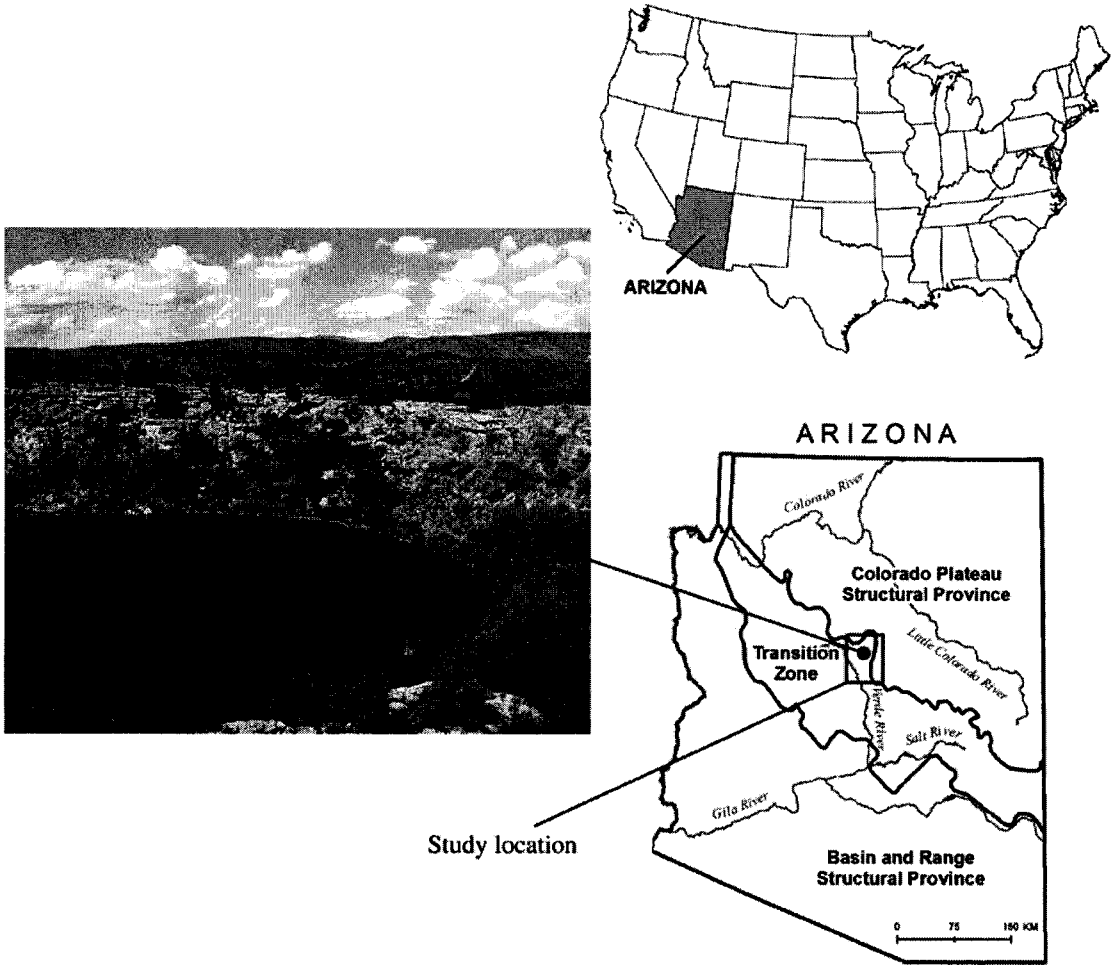


Fig. 1 Photograph of Montezuma Well and study location maps with structural provinces

Montezuma Well. The first objective is to develop a conceptual hydrogeologic framework that identifies the principal stratigraphic and structural features that serve as constraints or conduits for groundwater movement in the region. This hydrogeologic framework integrates available geologic and geophysical data along with simple groundwater flow modeling to determine possible groundwater flow paths. The second objective is to constrain flow paths for groundwater using geochemical and isotopic analyses of groundwater and rock samples. Isotopic and geochemical data are used as natural tracers of recharge source areas and water–rock interactions. The results of this research are provided in three documents: (1) a USGS Open-File Report (Johnson et al. 2011), which contains the data collected along with data collection methods, (2) this paper on the geologic controls and hydrogeologic framework for groundwater flow to Montezuma Well, and (3) a second paper on how the geochemistry of groundwater constrains the groundwater flow paths to Montezuma Well (Johnson et al. 2012).

General geology and hydrology of the Verde Valley

The Verde Valley is in the transition zone between the Colorado Plateau, which forms the high-altitude rim to the north and east (Mogollon Escarpment) and the Basin and Range province to the south and west (Fig. 1). The Verde Valley is part of the Middle Verde River Watershed (Arizona Department of Water Resources 2000; Blasch et al. 2006). In this area, the flat-lying sedimentary rocks of the Colorado Plateau are commonly covered by basalt flows. As part of the transition zone, the Verde Valley was formed during regional extension approximately 5–10 million years ago and filled with limestone, clayey limestone, and basalt flows. More details on the physiography of the region can be found in Blasch et al. 2006, along with a simplified geological map, generalized cross sections, and a stratigraphic sequence. In general, the stratigraphic sequence in the area is Precambrian, crystalline basement rocks that are overlain by Cambrian to Permian sedimentary rocks (similar to the Colorado Plateau). These

Paleozoic rocks are overlain by alluvial sedimentary and volcanic rocks that are Tertiary to Quaternary in age. Tertiary deposits thicken within the Verde Valley (up to 730 m) due to down dropping during crustal extension. Ranney (2001) summarizes the general geologic history of the area.

The geology around the headwaters of the Verde River was recently compiled by DeWitt et al. (2008). Their map compiled previous geologic studies, including the study by Weir et al. (1989) of the geology near Montezuma Well. The geologic map of Weir et al. (1989) is reproduced in Fig. 2. A new cross section (Fig. 3) based on available well logs, the mapped geology, and geophysical interpretations, was created for this research. The stratigraphic and structural geology in Fig. 3 is typical of the eastern side of the Verde Valley, fault blocks down dropped to the south, and erosional unconformities at the top of the Permian Sandstones.

The climate of the study area is arid to semiarid, with a bimodal pattern of precipitation caused by winter storms and summer monsoons. Temperature and precipitation vary greatly across the region and are largely governed by elevation and the season. Average annual precipitation ranges from 25.4 cm (10 in.) in the basins to about 101.6 cm (40 in.) at higher elevations with mean annual temperature ranging from 6.11 to 17.2 °C (Blasch et al. 2006). Direct recharge of precipitation to groundwater within the Verde Valley is minimal due to the high rate of evapotranspiration (Blasch et al. 2006). The greatest recharge in the area occurs at the high-altitude rim region (Mogollon Escarpment) to the north and east, which occurs at the northern boundary of the transition zone (Fig. 1). Additional details on the hydrology and the climate of the region can be found in Arizona Department of Water Resources (2000); Blasch et al. (2006).

Stratigraphy and structure near Montezuma Well

Geology is a primary control on the groundwater flow in and around Montezuma Well. Faults due to crustal extension during Tertiary time formed the Verde Valley and provided conduits for movement of basalt to the surface. Basalt flows followed erosional surfaces on the bedrock. Layers of basalt (Thb, Tby, and Tbyc) formed below the Verde Formation (Tvls), within the Verde Formation, and

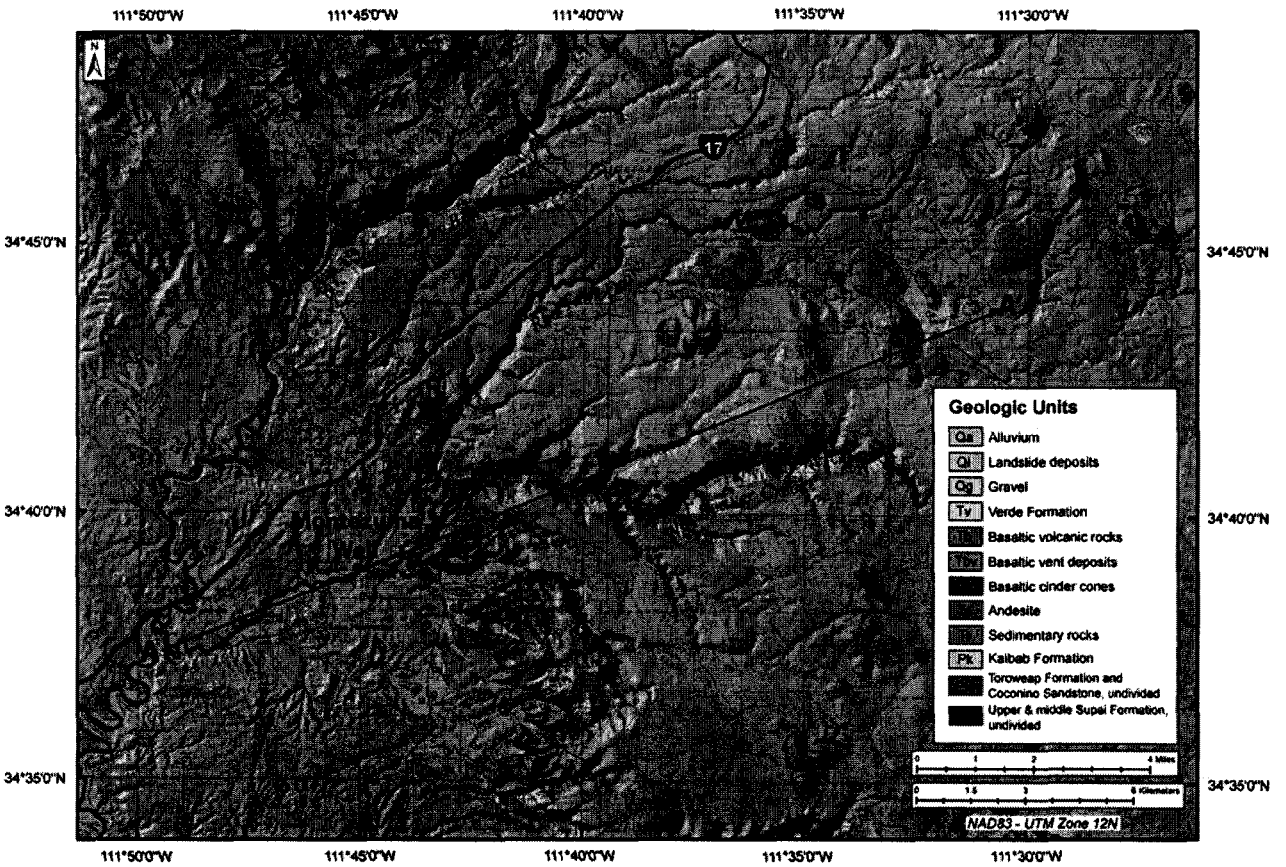
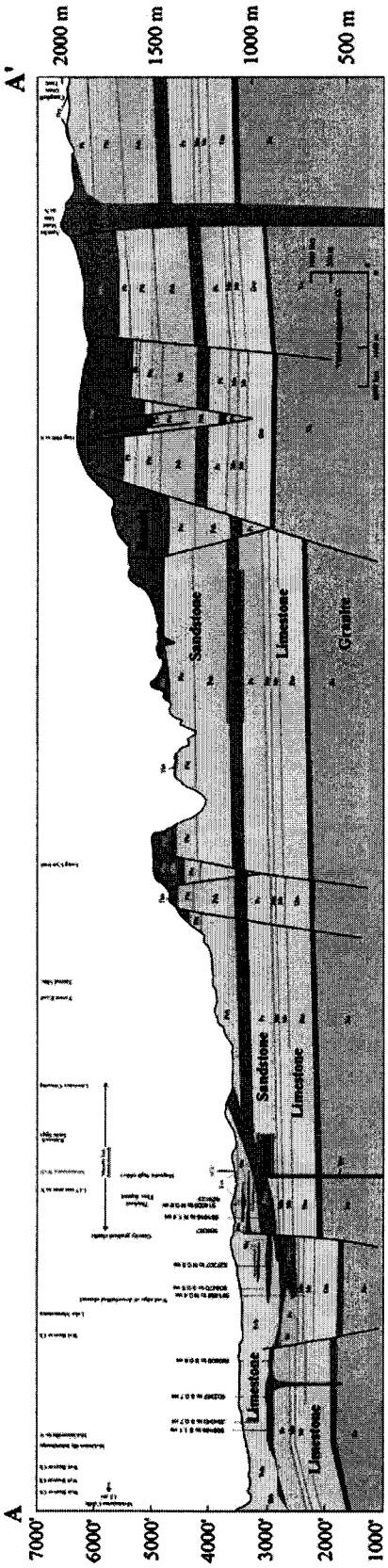


Fig. 2 Geologic map by Weir et al. (1989) with cross section location and hillshade elevations



◀ **Fig. 3** Geologic cross section along A–A′ (located in Fig. 2) with major rock types. *Tby* younger basalt (4–6 Ma), *Tvt* travertine in the Tertiary Verde Formation, *Tvls* limestone in the Tertiary Verde Formation, *Tvc* conglomerate in the Tertiary Verde Formation, *Tbyc* younger basalt and conglomerate in the Tertiary Verde Formation, *Thb* basalt in the Tertiary Hickey Formation, *Pk* Permian Kaibab Formation, *Ptc* Permian Toroweap and Coconino Sandstone, *Psh* Permian Shenebly Hill Formation, *Ph* Permian Hermit Shale, *Ps* Permian and Pennsylvanian Supai Formation, *Mn* Mississippian Naco Formation, *Mr* Mississippian Redwall Limestone, *Dm* Devonian Martin Formation, *Ct* Cambrian Tapeats Sandstone, *Xu* Early Proterozoic basement rocks (undifferentiated), *556109*, Arizona Department of Water Resources 55-series identification number for each water well used to prepare the cross section. Depth of well is indicated by the *line* on the cross section. *MW* Montezuma Well

on top of Permian Sandstones (Fig. 3). Some faults cut basalt-filled paleochannels (Tbyc in Fig. 3) as evidenced by aeromagnetic data (Fig. 4, original data and data collection methods can be found in Langenheim et al. (2005)). These offsets indicate continued vertical displacement during the deposition of the Verde Formation. The Verde Valley records a complex series of episodes of erosion, vertical displacements, basalt flows, and limestone deposition.

The stratigraphy and geologic structure near Montezuma Well are shown in Fig. 3 from interpretation of well logs (location and well numbers indicated on the cross section) and the aeromagnetic data in Fig. 4. Variations in the aeromagnetic data (Fig. 4) were used to define faults and the extent of basalt dikes that are oriented approximately 90° to the trends of a series of basalt flows. These basalt flows (Tbyc) filled erosional paleochannels on top of Permian sandstones (Fig. 3) and produced a series of basalt flows (Tby in Fig. 3) in the Verde Formation (Fig. 5) as the Verde Valley formed. Basalt flows within the Verde Formation are highly fractured (Fig. 5) and are considered conduits for groundwater flow within the less permeable Verde Formation, which is mostly composed of lakebed limestones that typically have high clay contents. The fault zones may also be quite permeable due to dissolution of limestone along these zones of weakness. However, basalt dikes that formed in fracture zones probably cooled quite slowly, remaining unfractured, and may be barriers to groundwater flow.

At depth, the Mississippian Redwall Limestone (Mr in Fig. 3) is a karstic limestone that is a known conduit for groundwater flow in the region. The Redwall Limestone is used extensively in this area of Arizona as a groundwater source, and several large springs issue from this limestone in the Grand Canyon (Owen-Joyce and Bell 1983; Bills et al. 2007; Monroe et al. 2005). Figure 6 is a geologic cross section showing rock units grouped by relative permeability that would influence groundwater flow. In addition, the faults under the Mogollon Escarpment (A′ side,

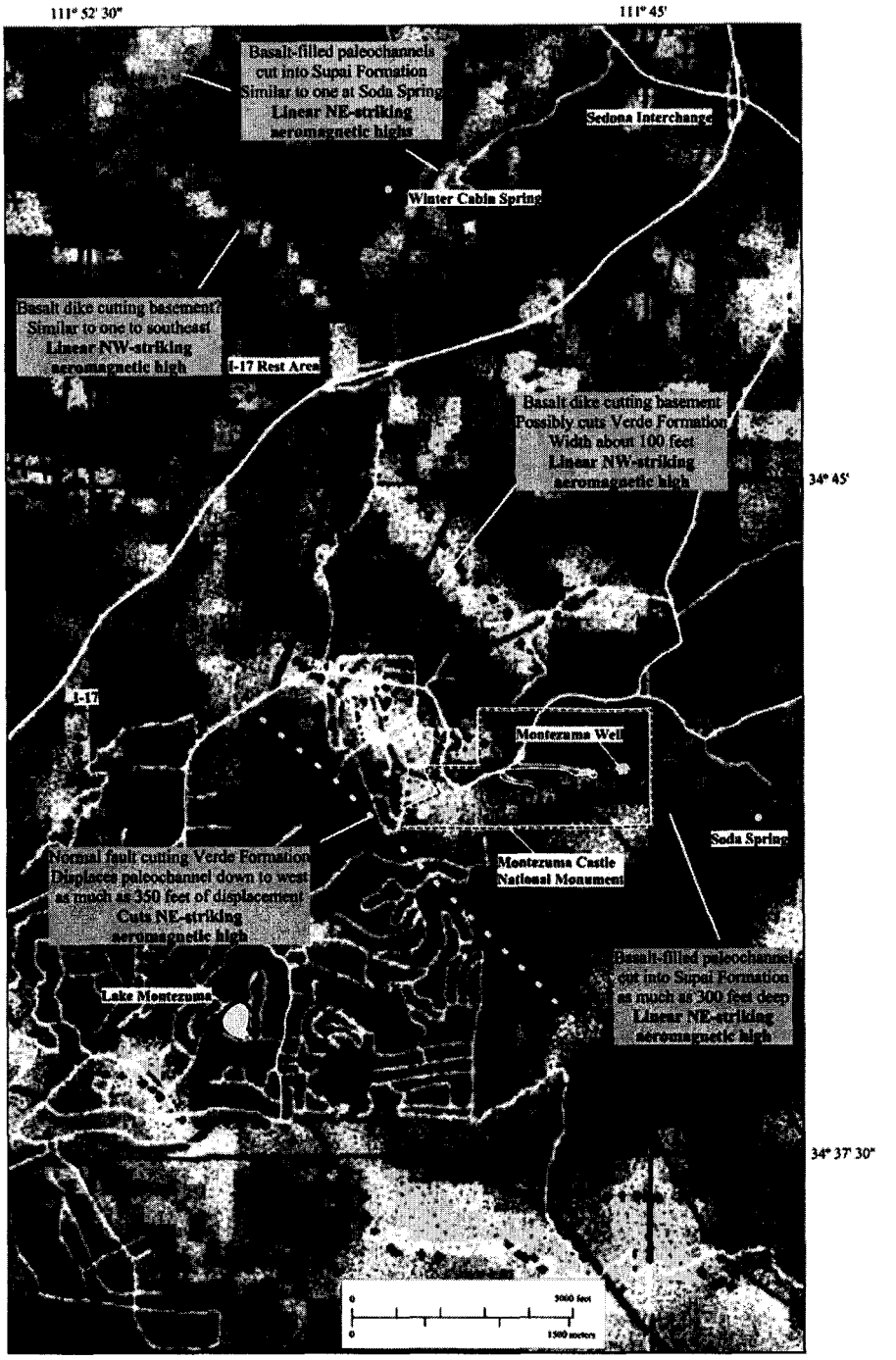


Fig. 4 Color scheme for residual aeromagnetic intensity: *pink* and *red* most magnetic response, *yellow* and *orange* moderate magnetic response, *green* and *blue* low magnetic response, *dark blue* least magnetic response, *heavy black crosses* mark major magnetic inflections. These represent the position of vertical bodies of rock that could cause the magnetic variations. *Black dots* mark minor magnetic inflections. These represent the position of vertical bodies of rock that could cause the magnetic variations. *Thick red lines* are gravity contours, in 2 mGal contour intervals. Major highways in *thick white lines*. Secondary roads in *thin white lines*. Bodies of water in *light blue*. Springs designated by *spring symbol* and *light blue color*

higher elevations in Figs. 3, 6) may also provide a conduit for groundwater flow down to the Redwall Limestone.

An important consideration in the hydrogeology is the three-dimensional extent of the basalt flows. In Fig. 6, the majority of the formations are relatively continuous in the horizontal dimension (into the page).) The features that are not continuous in the third dimension are the basalt flows (Thb, Tby, and Tbyc) within and at the bottom of the Verde Formation (Tvls), the basalt dikes (Tby), and the faults at the eastern edge of the Verde Formation. These less continuous features are best defined from the aeromagnetic map of the area (Fig. 4). However, the exact extent of the basalt dike underneath and south of Montezuma Well is unclear due to the larger signal produced by the shallow basalt-filled paleochannel (red and blue zones in Fig. 4). Overall, the groundwater flow within the Verde Formation may be very complex due to high hydraulic conductivities within the basalt flows, low hydraulic conductivities across

Fig. 5 Basalt flow within the Verde Formation

basalt dikes, and moderate hydraulic conductivities in the sedimentary units within the Verde Formation (Fig. 6). These relative hydraulic conductivities are determined based on the typical hydraulic properties of these units.

Rock geochemistry

Samples of rock units within the study area were collected and analyzed to determine their whole-rock chemical composition. Details on the sample analysis techniques, sample locations, and resulting data are listed in Johnson et al. (2011). The whole-rock data are summarized by grouping the samples into five rock types: travertine, Verde limestone, other Verde samples, basalt, and upgradient samples from Permian units exposed toward the Mogollon Escarpment (Johnson et al. 2011). The travertine deposits (Tvt) occur only in the immediate Montezuma Well vicinity (Fig. 3) and are mapped in detail by Donchin (1983). The Verde Formation is very heterogeneous and samples that were not pure limestone were included in a separate group (other Verde samples). These samples include bedded evaporites, red clayey and/or silty limestone, and basalt conglomerates. The grouping of "basalt" samples excludes basalt conglomerates. The upgradient samples are from the Permian age units (sandstones and limestones) up topographic and hydrologic gradient from Montezuma Well (area to the east).

Using the above rock categories, a series of graphs have been published to show the varying rock compositions (Johnson et al. 2011), only the Sr data are reproduced in this article (Fig. 7). Travertine and the Verde limestones approach 50 % by weight calcium, indicating rocks that are almost pure calcium carbonate (with some analytical error). The other Verde samples contain smaller calcium concentrations and larger amounts of iron than the limestones. The greater iron content is evident in the reddish color of the rocks, which is attributed to ferric oxides (oxidized and precipitated iron). The greatest iron concentrations are contained in the basalts. Low calcium and iron concentrations in the Permian rocks are, as expected, for sandstones that are mostly pure quartz.

Arsenic concentrations in the travertine and the other Verde Formation samples are greater than those in the other groups; whereas, lithium concentrations are higher only in the other Verde samples. Because the other Verde samples formed from sediment and water derived from the basalts and the upgradient Permian units (low concentrations of arsenic and lithium), the source of the arsenic and lithium must come from somewhere else. The groundwater issuing from Montezuma Well water is uniquely high in arsenic and lithium (Johnson et al. 2011, 2012), which would provide a source for arsenic and lithium that could be incorporated into the Verde Valley rocks as they were formed. Apparently, the lithium is not incorporated and/or adsorbed to the travertine during formation, given its much lower concentration as compared to the arsenic concentration in travertine. Arsenic may be adsorbed to iron hydroxide precipitates and/or clays present in the other Verde samples and lithium is likely associated with evaporative precipitates in several samples.

One premise for this research was the use of strontium isotopes ($^{87}Sr/^{86}Sr$) to identify groundwater flow paths. This identification takes advantage of different rock types with different strontium isotopes that would be imparted to passing groundwater. The data collected (Johnson et al.

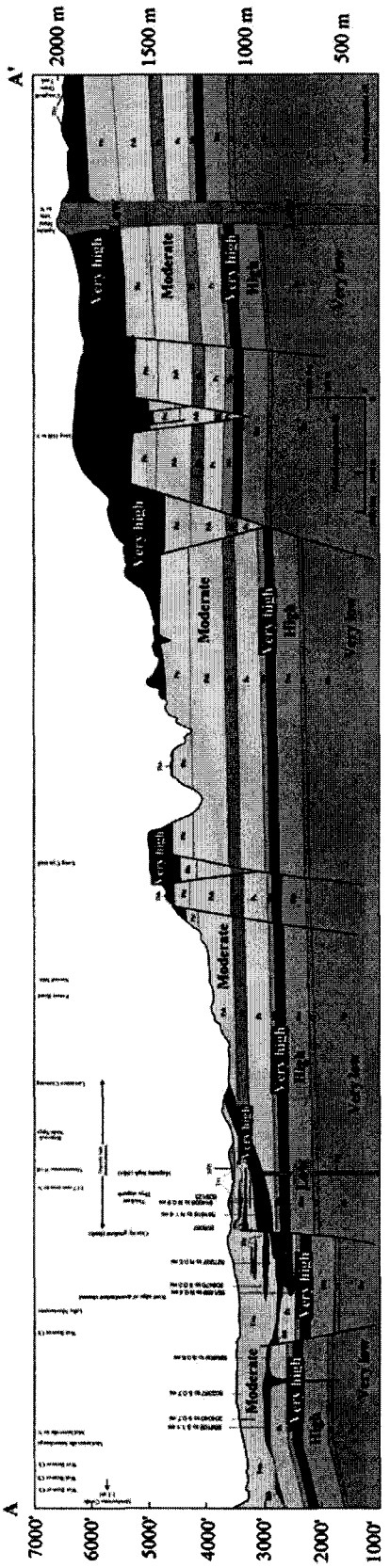


Fig. 6 Permeabilities of rock units along cross section A–A′

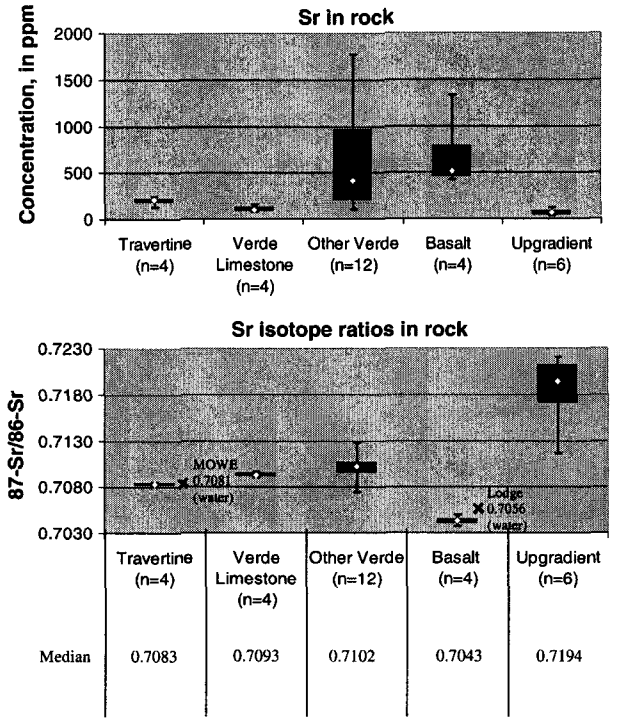
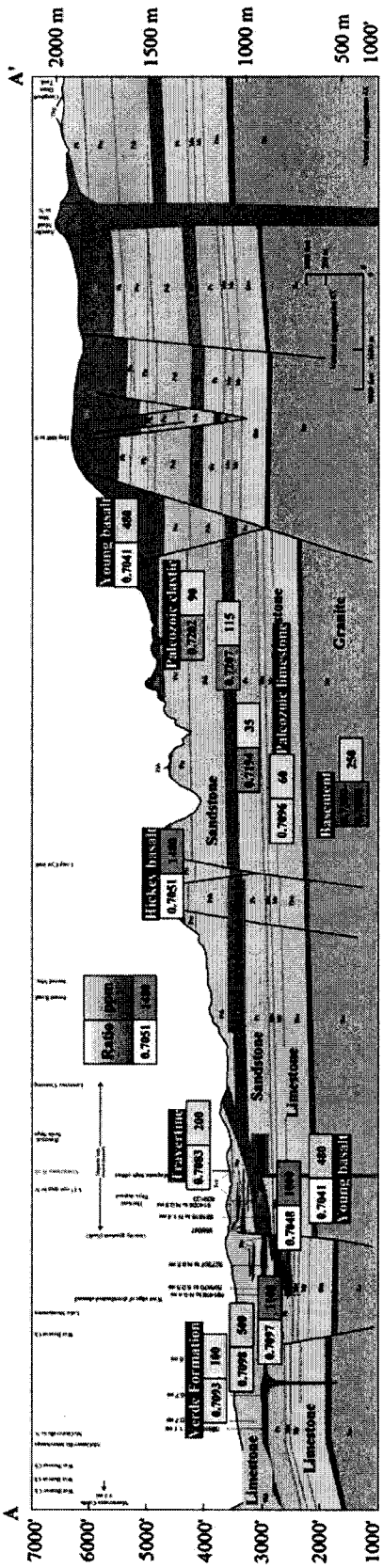


Fig. 7 Concentrations of strontium (Sr) and strontium isotopes in rock samples. Water data at Montezuma Well (MOWE) and the recharge area (Lodge) are added for reference

2011, Fig. 7) indicate significant differences in the strontium concentrations and strontium isotope ratios between the different rock types. The end members for strontium isotope ratios are the basalt (0.7043) and the upgradient samples (0.7194) with the basalt having higher strontium concentrations (Fig. 7). With the opening of the Verde Valley, the other Verde rock samples are likely derived from erosion of exposed sediments composed of material similar to the basalt and upgradient samples. As a result, the other Verde samples show a wide range of strontium concentrations, and strontium isotopic ratios are in between the basalt and upgradient sample values (Fig. 7). As evidenced by high yields from wells completed in the basalt within the Verde Formation, groundwater flow from this fractured basalt could potentially transport a large amount of groundwater to Montezuma Well. A groundwater sample in direct contact with the basalt ("Lodge" sample in Fig. 7) confirms the assumption that the strontium isotope ratios in the groundwater are reflective of ratios in the rock.

The strontium isotope ratios in groundwater discharging to Montezuma Well (0.7081 in MOWE sample, Fig. 7) indicate that groundwater flow to Montezuma Well is not purely through the basalt flows, but has contacted a variety of rock types. The strontium isotope ratios in the travertine are very similar to the water in Montezuma Well as a result of their precipitation from this water (Fig. 7). The Verde



◀ **Fig. 8** Strontium concentration and isotopic rations of major rock types along cross section A–A′

limestone samples have slightly higher strontium isotopic ratios that the travertine samples, which represent a different source water providing the deposition of these rocks. In this case, the Verde limestone samples represent sedimentation processes of the old Verde Valley lakebed instead of groundwater discharge producing travertine deposits. The previous cross section (A–A′) is presented again with the strontium concentrations and isotopic ratios plotted for the major rock types (Fig. 8). The data used in Fig. 7 can now be seen in two dimensions. Additional data that are not presented in Fig. 7 are the high strontium isotope ratios (0.7300 to 0.7800) in the granitic basement rocks (Fig. 8). These high ratios are not found in any sedimentary rocks or groundwater within the Verde Valley and likely confirm the low permeability and lack of significant groundwater flow through these basement rocks. More details on the link between strontium concentrations and isotopic ratios with rock/water interaction to determine the source of groundwater to Montezuma Well are provided in Johnson et al. (2012).

Hydrology and travertine deposition

The water level in the Montezuma Well "pool" is higher in elevation than the stream level in nearby Wet Beaver Creek (Fig. 9). Montezuma Well is a spring-fed sinkhole on the north bank of Wet Beaver Creek (Fig. 10). The water from the Montezuma Well "pool" exits a "swallet" cave where it flows through fractures in the limestone out to Wet Beaver Creek (Fig. 10, labeled as outlet). Wet Beaver Creek is a predominantly gaining stream from its origin at Wet Beaver Creek spring (close to headwaters) to Montezuma Well. Stream flow measurements indicate that Wet Beaver Creek begins to lose water at a point just downstream from Montezuma (Harte et al. 2003).

Many reports have discussed the "false" bottom in Montezuma Well, which is formed by flowing sands in two main vents, one east and one west (Konieczki and Leake 1997), that provide groundwater flow with a strong upward pressure. The depth from the top of the pool to the false bottom is approximately 55 feet. Images and video of the false bottom at Montezuma Well can be found at http://www.nps.gov/moca/photosmultimedia/Montezuma-Well—NPS-Dive-Images.htm and http://www.nps.gov/moca/photosmultimedia/dive-to-the-bottom-of-the-well.htm, respectively.

The "limestone" surrounding Montezuma Well is actually travertine (or fine crystalline pure calcite), as is

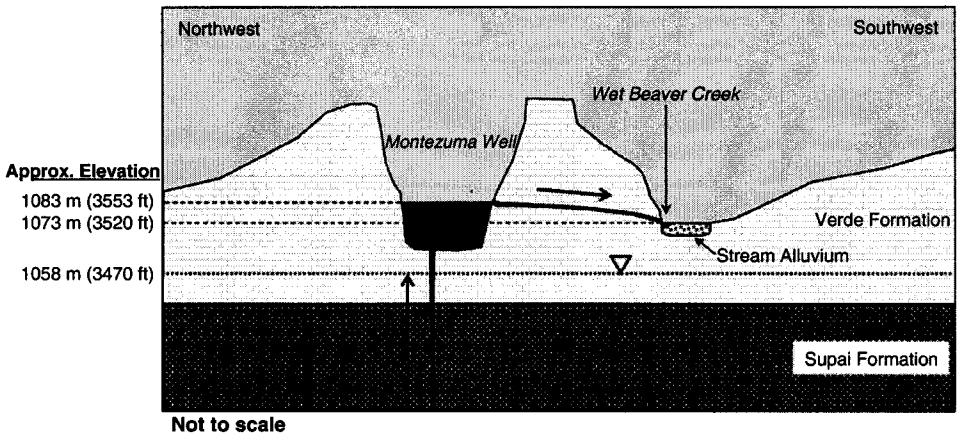


Fig. 9 Idealized cross section through Montezuma Well. Head in Verde Formation is from measurements in a well about 600 m (2,000 feet) from the pond. *Arrows* indicate water flow direction. Figure is adapted from Konieczki and Leake (1997)

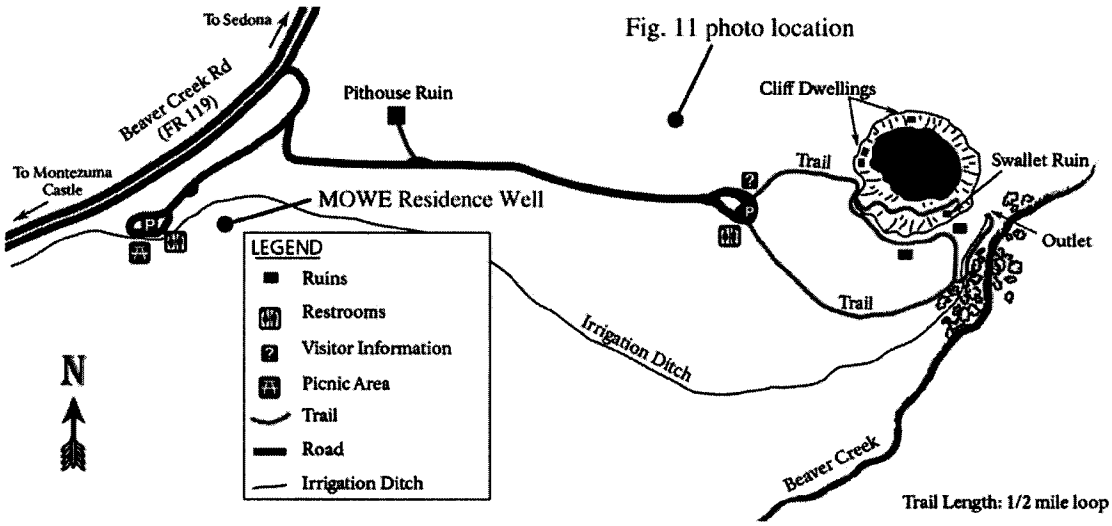


Fig. 10 Features around Montezuma Well

much of the surrounding bedrock (Donchin 1983). An abandoned mine in the area produced travertine as a commodity. The groundwater issuing from Montezuma Well is oversaturated in carbon dioxide relative to the atmosphere. The increased CO_2 favors dissolution of calcite along the groundwater flow path during its ascent. This process is considered responsible for creating the sinkhole-like depression that contains the Montezuma Well pond. Upon exposure to the atmosphere, the carbon dioxide degasses and calcite precipitates as it becomes supersaturated and forms travertine. The current irrigation ditch that transports water away from Montezuma Well becomes coated with travertine, which occasionally needs to be removed to maintain the ditch size.

Travertine springs are found throughout the world and are generally associated with deep crustal rifting and faulting (Hancock et al. 1999). Montezuma Well and many springs in the western United States are located in crustal extension zones that have geochemical signatures associated with degassing magmas, even though they are not necessarily in active magmatic locations and have relatively cold water temperatures (Crossey et al. 2006, 2009; Newell et al. 2005).

Old travertine spring vents are preserved near Montezuma Well. These vents are recognized by draped layering of travertine that dips inwards toward what is interpreted to be the former focus of the spring discharge zone. The most dramatic of these is exposed in an eroded area near Montezuma Well above Wet Beaver Creek (Fig. 11, with location shown in Fig. 10). At this location, the old water pathways can be clearly seen in the "porosity" pattern of the travertine at the spring vent core (Fig. 11, close up

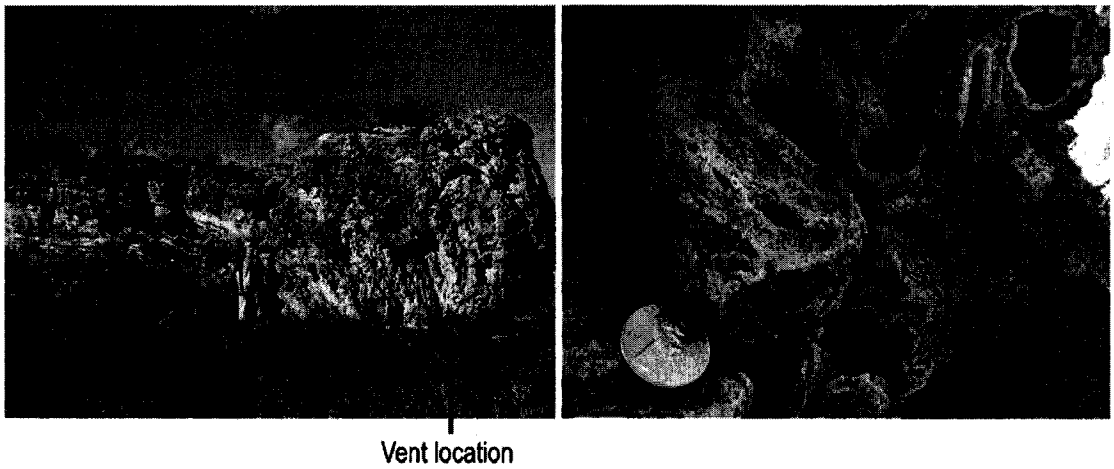


Fig. 11 Old spring vent and close up of structure

photograph). For preservation of a spring vent, carbon dioxide must be quickly degassing, and calcite (travertine) must be precipitating at the vent. Based on the calcite being undersaturated in Montezuma Well (Johnson et al. 2011), the only current travertine deposition at Montezuma Well is away from the main spring source, which is consistent with Montezuma Well dissolving the travertine around it into the sinkhole that it is in today.

Flowing sands

Sampling method

Divers collected suspended material from water upwelling in the Montezuma Well west pool during the spring of 2006. A polyethylene bottle was used for sample collection, which was capped under water. No other bottom material was allowed into the bottle. The suspended material within the pool has been described as "frothing sand" and "oatmeal sand," to reflect the churning appearance of the water–sand mixture.

In the laboratory, the water–sand mixture was dried and sized using sieves between 0.074 and 0.841 mm. Inspection of the grains was made under binocular microscope. Aliquots of the original material were separated using heavy liquids and magnetic techniques. Heavy fractions that sank in methylene iodide (specific gravity of 3.24 g/cm^3) were separated using a hand magnet and Frantz isodynamic magnetic separator into a hand-magnetic fraction that was paramagnetic at an amperage <1.55 Amps, and one that was non-paramagnetic at 1.55 Amps. Grain mounts were identified by optical examination and by X-ray diffraction analyses. Some grain mounts were identified by energy-dispersive X-ray fluorescence on a scanning electron microscope.

Sand composition

The sand is a mixture of well rounded, frosted, and polished quartz grains (97 % by volume), subrounded to slightly angular red sandstone grains (2 %), subrounded compound carbonate aggregates (1 %), and angular to subrounded and polished heavy minerals (0.3 %) that include magnetite, clinopyroxene, olivine, and zircon. The largest percentage (34.6 % by volume) of grains are in the 0.105–0.149 mm fraction. Ninety-six percent of the grains are contained in the 0.105–0.420 mm fraction. There are very few grains coarser than 0.841 mm and very few finer than 0.105 mm.

Quartz grains are uniformly clear to slightly iron-stained, round to slightly elliptical, and moderately to well polished. Grains that are not highly polished are strongly frosted; some show minute percussion marks. The percentage of quartz in the sand increases as grain size decreases. In material finer than 80 mesh, quartz is more than 98 % of the total grains; in material coarser than 0.420 mm, quartz is only 75 % of total grains. Red sandstone fragments are subrounded to slightly angular and are most abundant in the 0.420–0.841 mm fraction (10 %).

Milky to cream-colored aggregates cemented with calcite are most abundant in the >0.841 mm fraction (65 %), and are lacking in fractions <0.250 mm. The carbonate aggregates contain clasts of magnetite, pyroxene, and possible rock fragments that are 0.2 mm in diameter or smaller. Magnetite is the most common clast in the carbonate aggregates. Aggregates are moderately well rounded to subrounded. Some disaggregated during sieving.

Magnetite is the most common heavy mineral (67 % by weight) and is equant, subangular and well polished. A minor number of grains appear to be altered to a hematite-magnetite mixture. Polished hematite-rich grains as large as 0.45 mm are noted, but 85 % of the magnetite grains are

between 0.215 and 0.075 mm. The mean grain size diameter is 0.15 mm. Hematite laths that are as long as 0.3 mm are locally noted.

Clinopyroxene is equant, light- to dark green, angular, and slightly polished. Most clinopyroxene is less than 0.20 mm diameter and constitutes less than 10 % of total heavy mineral grains. Olivine is in slightly elongate, light green, nearly transparent grains that are highly polished. Most olivine is less than 0.25 mm and constitutes less than 5 % of total heavy mineral grains. Colorless to very slightly tan zircon is noted in the non-paramagnetic fraction. The average length of zircon grains is less than 0.10 mm. Much less than 0.5 % of the total heavy minerals are zircons. Some tourmaline may be present.

Provenance

Well-rounded, frosted, and percussion-marked quartz grains having a restricted size distribution are typical of eolian deposits, in which sorting by wind winnows out fine-grained material. The uniform grain size of 0.1–0.2 mm for quartz grains in the sand from the west pool is similar to that in outcrops of eolian deposits in the Supai Formation northeast of Montezuma Well (Ps, sample 10-25-06-2 in Johnson et al. 2011; mean diameter of 0.21–0.25 mm) and from the Schnebly Hill Formation (Psh, sample 10-25-06-3 in Johnson et al. 2011; mean diameter of 0.15 mm) north of Montezuma Well. Because the Schnebly Hill Formation was removed by erosion prior to deposition of the Verde Formation beneath Montezuma Well (Fig. 3), we interpret the eolian sand to come from the Esplanade Member of the Supai Formation. Well-polished grains in the sand from the pool attained their luster from transport in water during ascent along the basalt dike, not from eolian action.

Poorly rounded aggregates of carbonate material studded with magnetite and rock debris come from the Verde Formation beneath the travertine deposit at Montezuma Well. Outcrops of this material in the surrounding hills are common; whereas, the travertine does not contain rock debris nor magnetite grains. Rounded to subangular red sandstone grains come from the water-transported part of the Supai Formation beneath Montezuma Well. Polished, euhedral zircon probably is derived from the Supai, as well. Equant, subangular, well-polished magnetite, subangular clinopyroxene, and subangular, well polished olivine come from the northwest-striking basalt dike that underlies Montezuma Well (Figs. 3, 4) and possibly from northeast-oriented basalt-filled channel cut into the Supai Formation and younger Paleozoic rocks (Fig. 3). A lack of plagioclase suggests that the dike has a very fine-grained groundmass or that it could be glassy. The lack of metamorphic minerals such as amphibole, plagioclase, garnet, and kyanite indicates that Proterozoic basement (Xu, Fig. 3) was not sampled by the upwelling water. In addition, the lack of crystalline dolomite fragments suggests that the Devonian Martin Formation (Dm, Fig. 3) did not contribute to the supply of sediment.

Hydraulic equilibrium of the sand grains

The unusual "oatmeal" or "churning" nature of the sand in the pools at Montezuma Well is due to the hydraulic equilibrium attained between the upward velocity of the water and the downward velocity of the sand grains. The terminal velocity of a sinking particle in a column of water at 20 °C is governed by Stokes Law:

$$V = 2gr^2(\rho_1 - \rho_2)/9\eta$$

V is the terminal velocity in cm/s, r is the radius of the grain in cm, ρ_1 is the density of the grain in g/cm^3, ρ_2 is the density of water at 20 °C (0.9982 g/cm^3), g is the gravitational constant (980.7 cm/s^2), and η is the viscosity of water at 20 °C (0.01002 g/s^{-1} cm^{-1})

Most quartz grains range from 0.425 mm to 0.10 mm in diameter and average 0.215 mm. Corresponding settling velocities range from 10 to 1.5 cm/s and average 4.1 cm/s. Magnetite grain sizes range from 0.075 to 0.215 mm in diameter and average 0.13 mm. Corresponding settling velocities range from 11 to 1.3 cm/s and average 3.6 cm/s. The settling velocities of the mean size of quartz and magnetite agree to within 15 % and indicate that the grains are in hydraulic equilibrium with the upwelling water.

Because the total outflow of water from Montezuma Well (presuming no non-measured leakage) must match the inflow from the west and east vents, the upward groundwater inflow and velocity can be calculated. An average outflow of 0.0623 m^3/s (or 62,300 cm^3/s or 2.2 ft^3/s) is observed for the outlet (National Park Service, Written Commun, 2006). Using an average of the settling velocities, an approximate upward flow of 3.85 cm/s is required to keep the quartz and magnetite grain in suspension. With a flow rate in each vent of one-half of the outflow (0.0312 m^3/s), each vent would need a diameter of 1.02 m to maintain particle suspension. Based on the diver observations, the west and east vents appear to have diameters in excess of this figure; however, the vent probably flares outward at the floor of the pool and this is where particles begin to fall out of suspension.

Influence of geology on groundwater flow

A numerical profile model of cross section A–A′ was constructed to semi-quantitatively test conceptual models of groundwater flow near Montezuma Well. MODFLOW-2000 (Harbaugh et al. 2000) was used to simulate steady-state

groundwater flow in the cross section using hydrogeologic conceptual models to evaluate the effects that different subsurface geologic configurations could have on flow to Montezuma Well.

The models evaluated were (1) no subsurface geologic structure, (2) a vertical low-permeability structure, (3) a vertical low-permeability structure plus a drain to simulate Montezuma Well, and (4) a vertical high-permeability structure (Johnson et al. 2011). Structural extent and location also were varied in these conceptual models. Because few water level data are available for all of the hydrogeologic layers simulated by the model, the model was not calibrated and is used only to evaluate general head distributions and groundwater flow patterns. Constant head boundaries were assigned to both ends of the profile based on available head data to provide the overall hydraulic gradients. The top of the profile and the top of the very-low hydraulic conductivity basement rocks (Fig. 6) were assigned as no-flow boundaries. Hydraulic conductivity of each hydrogeologic layer was estimated using typical values presented in the literature (Freeze and Cherry 1979) for each rock type. Hydrogeologic layers estimated to have moderate hydraulic conductivity (Fig. 6) were assigned a value of $1.76e^{-7}$ m/s (0.05 ft/d). Hydrogeologic layers estimated to have high hydraulic conductivity were assigned a value of $1.76e^{-6}$ m/s (0.5 ft/d) and layers estimated to have very high hydraulic conductivity were assigned a value of $3.53e^{-5}$ m/s (10 ft/d). Additional details on the model design, the results for each conceptual model, and the MODFLOW simulation files are available in Johnson et al. (2011).

Simulation 1

Simulation 1 represents general hydraulic head and flow conditions in the groundwater system without the presence of a geologic structure near Montezuma Well (Fig. 51 in Johnson et al. 2011). At the upgradient end of the model, head and flow lines in simulation 1 indicate groundwater flow is strongly downward toward the high and very-high hydraulic conductivity layers at the base of the model, which act to drain the system. Because hydraulic conductivity is relatively high in the deep layers near the model base, groundwater flow in these layers is predominantly horizontal across the entire model. In the stratigraphically higher layers having moderate hydraulic conductivity, groundwater flow becomes less vertical as it moves downgradient across the model and is approximately horizontal near the middle of the model. Farther downgradient, the basal very-high hydraulic conductivity layer intersects the moderate hydraulic conductivity layers in the Verde Valley (basalt channels at depth) causing groundwater to flow upward. Because groundwater flow in the high and very-high hydraulic conductivity layers near the model base is nearly horizontal beneath Montezuma Well, little or no groundwater from these deep layers is predicted to flow upward directly toward Montezuma Well with simulation 1.

Simulation 2

Simulation 2 (Fig. 52 in Johnson et al. 2011) shows the effect of a low-permeability subsurface geologic structure (fault, dike, etc.) immediately downgradient of Montezuma Well. The geologic structure is simulated as a 23-m thick vertical barrier extending from the model base upward about 245 m to the very-high hydraulic conductivity basalt channel that intersects the upper model layers. The structure is simulated as having hydraulic conductivity equal to $9.88e^{-10}$ m/s. Hydraulic head in simulation 2 is higher upgradient of the structure than in simulation 1 because the structure impedes flow through the groundwater system, preventing the system from draining to the same extent as in simulation 1. Hydraulic head downgradient of the structure in simulation 2 is lower than in simulation 1 because flow to the downgradient end of the groundwater system is reduced by the presence of the structure. Although the magnitude of hydraulic heads is different between simulations 1 and 2 near Montezuma Well, the regional head distributions and general flow paths are similar, except that the low-permeability structure in simulation 2 causes groundwater to flow upward. In addition, the upward gradient through the stratigraphically higher, moderate hydraulic conductivity layers is also much greater than simulation 1.

Simulation 2 was rerun using different vertical extents for the geologic structure and a different location to evaluate possible alternative groundwater flow conditions near Montezuma Well. The vertical extent of the low-permeability structure was simulated from 122 to 427 m above the base of the model, where the 427 m extent extends to the simulated land surface. A shorter structure causes less groundwater to flow upward toward Montezuma Well. The structure that extends to land surface causes more upward flow toward Montezuma Well and creates unrealistic head conditions (compared to measured water levels in the area) as groundwater mounds upgradient of the structure and greatly declines downgradient of the structure. Simulation 2 also was rerun using a different location for the low-permeability structure. The structure was moved about 1,300 m downgradient of Montezuma Well to represent the right side of a fault-bounded graben at that location. Simulated hydraulic head and flow conditions of this scenario result in little to no flow to Montezuma Well from the deeper layers.

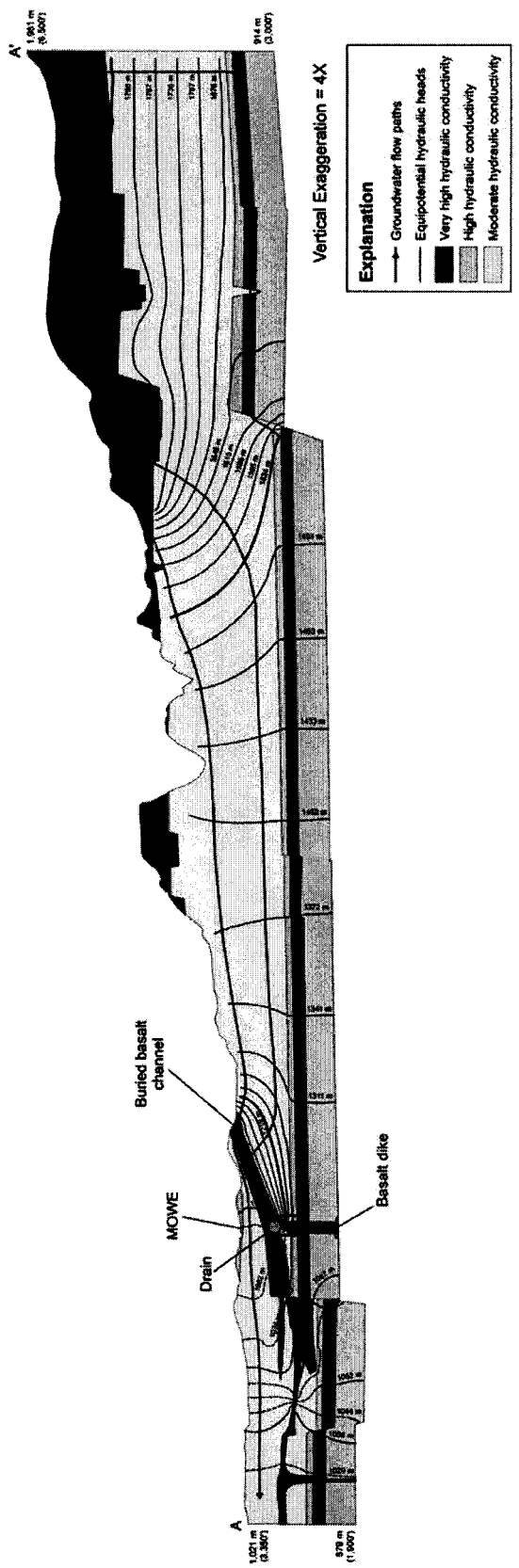


Fig. 12 Hydraulic heads and flow lines with basalt dike and drain

Simulation 3

Simulation 3 represents the conditions of simulation 2 with the addition of drain cells in the buried basalt channel at the top of the basalt dike (Fig. 12). These drain cells are intended to simulate the conditions created at Montezuma Well (head in the drain cells is set at the pond level of 1,083 m), which is presumably fed by a fracture system that extends downward. The depth and nature of this fracture system is unknown, but the groundwater geochemistry indicates undersaturation with respect to calcite along with excess carbon dioxide compared to atmospheric conditions (Johnson et al. 2011). Because of this geochemistry, any fractures should remain open where there is active groundwater flow and calcite can potentially be dissolved. However, the fracture system may be self-sealing away from the fractured zone if carbon dioxide degasses and calcite precipitates. The drain cells are located only at the base of the basalt channel and the top of the basalt dike with the assumption that groundwater flowing along fractures upwards to Montezuma Well does not leak into the surrounding bedrock. The resulting overall head distribution is similar to simulation 2, but the drain addition does produce a head decrease of about 15 m (50 ft) throughout the simulation domain (except at the constant head boundaries).

Simulation 3 appears to be the most realistic simulation. Simulation 3 provides a mechanism for upward groundwater flow into Montezuma Well due to a low hydraulic conductivity structure along with "drain cells" that represent fracture flow to the surface. This represents the groundwater flow path to Montezuma Well as going through the Redwall Limestone and discharging through a fracture vent at the top of the basalt dike (red flow line in Fig. 12 with an arrow toward the drain). Any groundwater flow into this fracture vent from the surrounding bedrock (sandstone, limestone, and basalt) is unlikely due to the higher hydraulic heads at depth and within the vent, in addition to the self-sealing mechanism described above. In simulations without a low-hydraulic conductivity structure at depth, groundwater is not forced upward to Montezuma Well. In addition, the drain cells provide the most realistic hydraulic head scenario, with some reduction in hydraulic head compared with simulation 2 (where heads are about 30 m too high compared to local wells).

Although Fig. 12 and the simulations discussed present reasonable scenarios for flow along cross section A–A′ (Fig. 2), the lateral extent of the basalt channel is limited and the southeastern extent of the basalt dike is unclear (Fig. 4). This is consistent with the observation that travertine deposition is limited to an area around Montezuma Well. While the basalt dike provides the mechanism for

local upward flow of groundwater, the basalt channel at the base of the Verde Formation may provide a zone of structural weakness that provides for upward groundwater flow through fractures. As seen on Fig. 4, Montezuma Well and Soda Springs both occur at the edge of this buried basalt channel.

Simulation 4

Simulation 4 represents hydraulic head and flow conditions resulting from the presence of a high permeability [hydraulic conductivity = $3.53e^{-4}$ m/s (100 ft/d)] vertical subsurface geologic structure immediately downgradient of Montezuma Well. This simulation tests the idea of whether or not the basalt dike is lower or higher in hydraulic conductivity than the surrounding formations. The presence of a high-permeability structure near Montezuma Well had no significant effect on hydraulic head and flow in the groundwater system, and the results are nearly identical to those of simulation 1 (no structure). Simulation 4 was rerun using a high-permeability structure with different vertical extents, but none of the simulations resulted in any significant changes in hydraulic head or flow in the groundwater system.

Conclusions

The geology in and around Montezuma Well has had a unique influence on groundwater flow patterns that have produced this geologic feature. The fault system on the eastern side of the Verde Valley apparently taps the groundwater that is discharged at Montezuma Well. This groundwater contains high concentrations of carbon dioxide that favors dissolution of limestone and subsequently, during degassing after discharge, forms travertine. The current groundwater in Montezuma Well is undersaturated with respect to calcite; thus, dissolving and creating the sinkhole in which Montezuma Well has formed. In addition, the fractures and resulting vents with upward groundwater flow can entrain relatively large sand particles from the underlying bedrock. These sand particles are suspended in the water column by hydraulic equilibrium based on the particle size and density.

Detailed cross sections help provide an understanding of the hydrogeologic framework of the area around Montezuma Well in order to better determine the surrounding groundwater flow paths. These cross sections, rock geochemistry, and semi-quantitative groundwater flow modeling indicate the potential source for the majority of flow to Montezuma Well as the Redwall Limestone, with flow being upward along a low-permeability basalt dike. While groundwater flow through the upgradient sandstones (Supai Formation, Konieczki and Leake 1997) and basalts in the Verde Formation are also possible, the available data do not indicate significant groundwater flow through these two units. Given these groundwater flow patterns, future groundwater resource development from the Verde Formation itself is less likely to influence groundwater flow to Montezuma Well than groundwater withdrawals from the Redwall Limestone.

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Montezuma Rimrock Water Company
Summary of Legal Invoices (Fennemore Craig)
Matter .0001 - ADEQ Compliance Matter

Date	Fees	Hours	General Description
March 2010	$2,167.50	M. Marra 1.4 hrs D. Meidinger 6.1 hrs	Research regarding ADEQ rules and arsenic compliance; client communications; review compliance order; work on compliance order notice of appeal
April 2010	$2,515.00	P. Fargotstein 1.8 hrs D. Meidinger 5.0 hrs	Settlement discussions with ADEQ; communications with ADEQ; settlement conference with ADEQ; client communications
May 2010	$1,520.00	P. Fargotstein 0.2 hrs D. Meidinger 4.1 hrs	Work on draft consent order; communications and correspondence with ADEQ regarding consent order; OAH status conference
September 2011	$320.00	P. Black 0.8 hrs	Review regarding request for emergency rate increase; correspondence with D. Fitzpatrick
October 2011	$400.00	P. Black 1.00 hrs	Correspondence with D. Fitzpatrick; review of financing issues and filings with ACC
September 2012	$120.00	D. Meidinger 0.3 hrs	Communications regarding pending ADEQ notice of violation
October 2012	$4,430.00	D. Meidinger 11.60 hrs P. Fargotstein 1.1 hrs	Communications with ADEQ regarding notice of violation and enforcement action; review of client communications with ADEQ; review ADEQ materials; correspondence to ADEQ; response letter to ADEQ and Attorney General

EXHIBIT
A-56
ADMITTED

November 2012	$2,400	D. Meidinger 6.0 hrs	ADEQ mediation (3.5); review County zoning violation and response to County (1.9); client communications regarding arsenic enforcement (.2); appeal letter to County (.4)
December 2012	$6,480	D. Meidinger 16.2 hrs	Client communications regarding County approvals, communications with Yavapai County; hearing memorandum regarding County violations, Board of Supervisors Hearing; communications with ADEQ regarding Well #4
February 2013	$164.00	D. Meidinger 0.4 hrs	Communications with Town of Prescott; client communications
March 2013	$820.00	D. Meidinger 2.0 hrs	Work on easement for condemnation proceedings; communications with counsel relating to condemnation
Total	$21,336.50	58.0 hrs	

Matter: ADEQ Compliance Order; Regulatory agency approvals for construction and operation of arsenic treatment plant and system (ADEQ/Yavapai County).

Montezuma Rimrock Water Company
Summary of Legal Invoices (Fennemore Craig)
Matter .0002 - ACC Arsenic Issues

Date	Fees	Hours	General Description
March 2012	$7,437.50	T. Wiley 17.50 hrs	Client Communications; review Motion to Compel from J. Dougherty; review motion to present execution of arsenic contracts from J. Dougherty; research motion to dismiss Dougherty complaint and work on same; client communications; review Dougherty response briefs and filings
April 2012	$3,102.00	T. Wiley 7.3 hrs	Communications with ACC and Mr. Dougherty regarding ACC hearing; client communications; review client documents; review motion to stay filed by Mr. Dougherty; work on legal briefs; meet with Mr. Dougherty and ACC regarding discovery issues; attend Procedural Conference
May 2012	$765.00	T. Wiley 1.8 hrs	Client communications regarding discovery; communications with Mr. Dougherty regarding potential settlement
July 2012	$255.00	T. Wiley .6 hrs	Client communications regarding financing dockets
January 2013	$164.00	D. Meidinger .4 hrs	Correspondence with landowner regarding condemnation; client communications regarding same

April 2013	$3,362.00	D. Meidinger 8.2 hrs	Review County zoning code violations; prepare for and attend County administrative hearing; work on form of easement for condemnation (.3)
May 2013	$1,148.00	D. Meidinger 2.8 hrs	Motion for reduction of fine regarding County violation (2.5); communications regarding condemnation
Total	$16,233.00	38.6 hrs	

Matter: ACC Arsenic Issues; Regulatory agency approvals for construction and operation of arsenic treatment plant and system (ADEQ/Yavapai County).

Montezuma Rimrock Water Company
Summary of Legal Invoices (Fennemore Craig)
Matter .0003 - Consolidated Rate Case

Date	Fees	Hours	General Description
January 2013	$3,871.50	T. Wiley 8.9 hrs	Review rate case application and financing dockets; client communications; review procedural orders; review rate case documents and filings; communication with J. Dougherty regarding discovery; communications with M. Wood regarding RUCO intervention
February 2013	$9,483.00	T. Wiley 21.8 hrs	Review financing applications and documents, Dougherty complaint filings, arsenic leases; review Dougherty motion to add Allegation 17; responses to Dougherty data requests; client communications; data requests to Mr. Dougherty; attend procedural conference; client communications; communications with Mr. Dougherty; review amended complaint; answer to amended complaint
March 2013	$7,960.00	T. Wiley 18.3 hrs	Answer to amended complaint; review client documents regarding rate case; communications with ACC Staff and counsel regarding rate case; review 4th set of data requests from Mr. Dougherty; communications with Mr. Dougherty regarding discovery; client communications regarding discovery; motion to compel discovery

April 2013	$7,743	T. Wiley 17.8 hrs	Motion to compel; response to Dougherty 3rd data requests; work on information to ACC staff; communications with Mr. Dougherty regarding discovery dispute; communications with ACC Counsel regarding discovery issues; amended applications for financing approval; response to Dougherty 4th set of data requests; client communications; communications with J. Campbell regarding general ledger and document requests from Mr. Dougherty; attend discovery hearing; communications with Mr. Dougherty regarding discovery issues
May 2013	$28,667.50	T. Wiley 67.30 hrs	Response to Dougherty motion to bar financing applications; response to Dougherty motion to bar approval of leases; research regarding ACC cases regarding retroactive approval of financing; response to Dougherty motion for summary judgment; response to Dougherty statement of facts; declaration from P. Olsen; Olsen Direct testimony; client communications; review documents and discovery responses from Mr. Dougherty; review direct testimony of G. Becker and J. Dougherty; communications with ACC Staff regarding rate case
June 2013*	$25,000	T. Wiley 60-65 hrs	Rebuttal Testimony of P. Olsen; prepare for and attend 5 days of hearing; client communications; review exhibits and documents from Mr. Dougherty
July 2013*	$8,000 - $10,000	T. Wiley 15-20 hrs	Closing Briefs
Total	$92,725.50	214.1 hrs	

Matter: Consolidated Rate Case
* Pro-Forma estimates