

and not within the confines of any incorporated city or town, and under such restrictions and limitations and upon such terms as the Board of Supervisors may provide, not inconsistent with the laws of the State of Arizona or the orders and rules of the Corporation Commission of the State of Arizona, and that the Board take such proceedings herein as is provided by the laws of the State of Arizona; and

WHEREAS, said grantee was heretofore, to wit, on the 22nd day of March, 1965, granted a franchise to operate a public utility water system in a certain portion of Yavapai County, Arizona, and this resolution constitutes an extension of said franchise; and

WHEREAS, the said application having been duly considered this date;

NOW, THEREFORE, the Board of Supervisors of Yavapai County, Arizona, acting on behalf of said county, does hereby grant unto Shamrock Water Company, doing business in Yavapai County, Arizona, subject to the terms, conditions and limitations hereinafter contained, the right, privilege, license and franchise to construct, maintain and operate water lines, pipe lines, mains, etc., for a period of 25 years, for the transmission and delivery of water for domestic use along, upon, under and across the public highways, roads, alleys and thoroughfares (excepting state highways) within that additional portion of Yavapai

County, Arizona, hereinabove described, under such restrictions and limitations, and upon such terms as this Board may provide, not inconsistent with the laws of the State of Arizona, or the orders and rules of the Corporation Commission of the State of Arizona, specifically providing, however, that:

1. All rights hereunder are granted under the express condition that the Board of Supervisors of said Yavapai County shall have the power at any time to impose such restrictions and limitations and to make such regulations on such highways, roads, and thoroughfares as may be deemed best for the public safety, welfare and convenience.

2. All rights hereby granted shall be exercised so as to not interfere or conflict with any easements or rights-of-way heretofore granted by said Board of Supervisors, and now in force.

3. All rights hereby granted shall be exercised so as not to interfere or conflict with any easement, either public or private, of whatsoever nature, which has been acquired in or to the proper use of said highways, roads, and thoroughfares, or any portion thereof.

4. All rights hereby granted shall be exercised so as not to interfere or conflict with or endanger in any way the proper use by the public of said highways, roads and thoroughfares, or any portion thereof.

5. That the said grantee shall bear all expenses incurred, including damages and compensation for the alteration of the course, direction, surface, grade or alignment of any of the said highways, roads and thoroughfares necessarily made by the said Grantee for the purpose of this franchise; that the said Grantee will maintain said pipe lines and water mains at its own cost and expense and will make all necessary repairs from time to time as the same may be needed without the necessity of notice from Yavapai County, and in the event the said Grantee shall fail to make any repairs within thirty days from the time same becomes necessary, then Yavapai County may cause the same to be made and said Grantee agrees to pay Yavapai County the cost thereof.

6. That all water mains, hydrants, and other portions of the distributing system to be installed and operated by the said Grantee shall be placed along said highways, roads, and thoroughfares in such manner and location as the Board of Supervisors or its duly authorized agents may designate.

7. That said Grantee shall indemnify and save harmless, the said County of Yavapai from all costs, expenses and liabilities in connection with the granting of this franchise and exercise of the same by it.

8. That the rights of any person claiming to be injured in any manner by the maintenance of the

said pipe lines, hydrants and water distributing system and apparatus shall not be affected hereby.

9. That the terms and conditions of this resolution granting extension of public service franchise shall inure to the benefit of and be binding upon the assigns and successors of said grantee.

10. That the franchise and privilege herein granted shall not be deemed to be exclusive and the said Board of Supervisors hereby expressly reserves the right and power to grant from time to time similar franchises and privileges over the same territory and highways, roads and thoroughfares.

11. This resolution granting extension of public service franchise is granted upon the express condition that a certificate of convenience and necessity in said additional territory be procured from the Corporation Commission of the State of Arizona within six months from the date hereof, and if such certificate is not granted within six months from this date, then this resolution and franchise to be void, otherwise to be in full force and effect for the time herein specified.

Upon motion of Supervisor Owens, which was unanimously carried, the foregoing resolution granting extension of public service franchise to Shamrock Water Company, an Arizona corporation, doing business in Yavapai County, Arizona, to engage in the public service business of supplying and delivering water in

the County of Yavapai, State of Arizona, was duly passed and adopted by the Board of Supervisors of Yavapai County, at a regular session of said Board, held on the 2nd day of October, 1967.

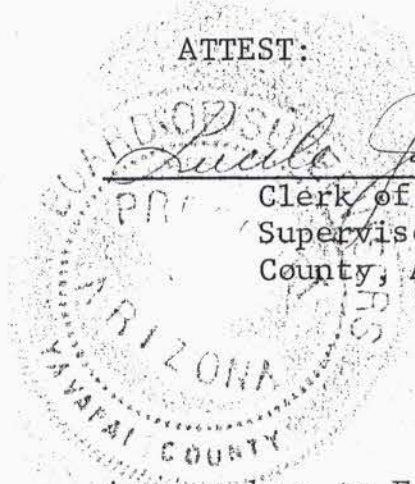
M.E. Rohrer

Chairman of the Board of Supervisors of Yavapai County, Arizona

ATTEST:

Lucile Johnson

Clerk of the Board of Supervisors, Yavapai County, Arizona



Approved as to Form:

County Attorney

County Attorney
Yavapai County, Arizona