

I do hereby certify that the within instrument was filed and recorded at the request of Shamrock Water Co.
on July 5 A.D., 1968 at 8:30 o'clock A.M. Book 501 Official Records
Page 255-259 (incl) Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

FRANK C. BAUER, County Recorder.

By Paul G. Hulse, Deputy

INDEXED

PAGED

PROTESTATED

BEFORE THE BOARD OF SUPERVISORS

OF

YAVAPAI COUNTY, STATE OF ARIZONA

In the Matter of the Application)
of) RESOLUTION GRANTING
SHAMROCK WATER COMPANY, an) EXTENSION OF PUBLIC
Arizona corporation,) SERVICE FRANCHISE
for an Extension of Franchise.) AREA

BE IT RESOLVED, by the Board of Supervisors of Yavapai
County, Arizona, that:

WHEREAS, Shamrock Water Company, an Arizona corporation,
hereinafter designated as the grantee, doing business in Yavapai
County, Arizona, has filed an application with the said Board of
Supervisors, bearing date May 3, 1968, praying for the right,
privilege, license and franchise to construct, maintain and
operate water lines, etc., for a period of 25 years, for trans-
mission and delivery of water for domestic use along, upon and
under and across public highways, roads and alleys and thorough-
fares (excepting state highways) within the additional portion of
Yavapai County, Arizona, described as follows, to-wit:

The Northeast Quarter of the Northwest
Quarter and the North Half of the North-
east Quarter of Section 30; all that
portion of the South Half of Section 20
lying South of U. S. Highway 69; all that
portion of Section 29 lying Southwesterly
of U. S. Highway 26; all that portion of
Section 28 lying Southwesterly of U. S.
Highway 69; all of Section 33; that
portion of the West Half of Section 24
lying Westerly of U. S. Highway 69, all
in Township 14 North, Range 1 East, of the
Gila and Salt River Base and Meridian, Yavapai
County, Arizona

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

8 WHEREAS, said grantee was heretofore, to-wit: on the
9 22nd day of March, 1965, granted a franchise and was heretofore,
10 to-wit: on the 2nd day of October, 1967, granted an extension of
11 such franchise area to operate a public utility water system in
12 a certain portion of Yavapai County, Arizona, and this resolution
13 constitutes a further extension of said franchise area; and

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

16 NOW, THEREFORE, the Board of Supervisors of Yavapai
17 County, Arizona, acting on behalf of said County, does hereby
18 grant unto SHAMROCK WATER COMPANY, doing business in Yavapai
19 County, Arizona, subject to the terms, conditions and limitations
20 hereinafter contained, the right, privilege, license and franchise
21 to construct, maintain and operate water lines, pipe lines, mains,
22 etc., for a period of 25 years, for the transmission and delivery
23 of water for domestic use along, upon, under and across the public
24 highways, roads, alleys and thoroughfares (excepting state highways)
25 within that additional portion of Yavapai County, Arizona, herein-
26 above described, under such restrictions and limitations, and upon
27 such terms as this Board may provide, not inconsistent with the
28 laws of the State of Arizona, or the orders and rules of the

1 Corporation Commission of the State of Arizona, specifically
2 providing, however, that:

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

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

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

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

21 5. That the said grantee shall bear all expenses
22 incurred, including damages and compensation for the alteration of
23 the course, direction, surface, grade or alignment of any of the
24 said highways, roads and thoroughfares necessarily made by the said
25 grantee for the purpose of this franchise; that the said grantee
26 will maintain said pipe lines and water mains at its own cost and
27 expense and will make all necessary repairs from time to time as
28 the same may be needed without the necessity of notice from

1 Yavapai County, and in the event the said grantee shall fail to
2 make any repairs within thirty (30) days from the time same
3 becomes necessary, then Yavapai County may cause the same to be
4 made and said grantee agrees to pay Yavapai County the cost there-
5 of.

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

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

15 8. That the rights of any person claiming to be injured
16 in any manner by the maintenance of the said pipe lines, hydrants
17 and water distributing system and apparatus shall not be affected
18 hereby.

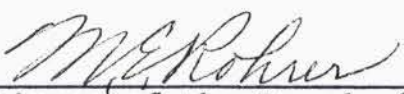
19 9. That the terms and conditions of this resolution
20 granting extension of public service franchise shall inure to the
21 benefit of and be binding upon the assigns and successors of said
22 grantee.

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

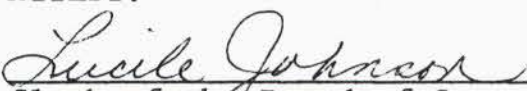
28 11. This resolution granting extension of public service

1 franchise is granted upon the express condition that a
2 certificate of convenience and necessity in said additional
3 territory be procured from the Corporation Commission of the
4 State of Arizona within six (6) months from the date hereof, and
5 if such certificate is not granted within six (6) months from
6 this date, then this resolution and franchise to be void, other-
7 wise to be in full force and effect for the time herein specified.

8 Upon motion of Supervisors Owens, which was unanimously
9 carried, the foregoing resolution granting extension of public
10 service franchise to SHAMROCK WATER COMPANY, an Arizona corpora-
11 tion, doing business in Yavapai County, Arizona, to engage in the
12 public service business of supplying and delivering water in the
13 County of Yavapai, State of Arizona, was duly passed and adopted
14 by the Board of Supervisors of Yavapai County, at a regular
15 session of said Board, held on the 1st day of July, 1968.

16
17 
18 Chairman of the Board of Supervisors
of Yavapai County, Arizona

19 ATTEST:

20 
21 Clerk of the Board of Supervisors,
Yavapai County, Arizona

22 Approved as to Form:

23 
24 County Attorney,
Yavapai County, Arizona