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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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When recorded, return to:

TCA Development, L.L.C.
1837 S. 141st Place
Gilbert, AZ 85295
Attn: Russell E. Brandt

661323-56-1-1--
mcdevitttr

NCS 66/323

AMENDED AND RESTATED
CONVEYANCE AND GRANT OF WELL AND WATER USE AND JOINT
WELL MAINTENANCE AGREEMENT BETWEEN ADJOINING
AND CONTIGUOUS OWNERS

This Amended and Restated Conveyance and Grant of Well and Water Use and Joint Well Maintenance Agreement between Adjoining and Contiguous Owners (this "Agreement") is made effective as of August 20th, 2014, by and between the owners listed on Exhibit B attached hereto (collectively, the "Owners"), TCA Development, L.L.C., an Arizona limited liability company (the "Agent") and Pecos Sossaman Partnership L.L.P., an Arizona limited liability partnership (the "Well Registrant").

RECITALS:

A. Steven R. Ball, husband of Marci K. Ball, dealing with his sole and separate property, W.H.H.C., an Arizona general partnership, Germann Road Associates, an Arizona partnership, and Nicolay and Huisinga, an Arizona partnership (collectively, the "Original Owners"), entered into that certain Conveyance and Grant of Well and Water Use and Joint Well Maintenance Agreement Between Adjoining and Contiguous Owners dated December 28, 1984 and recorded on July 3, 1985 as Instrument No. 85-310075 in the Official Records of Maricopa County, Arizona (the "Original Agreement").

B. Pursuant to the terms and conditions of the Original Agreement, the Original Owners agreed to certain respective rights and obligations related to use of and costs and expenses of maintaining, repairing, and operating two wells and they granted certain easements for conveyance and storage of water drawn from the wells for use on the real property located in Section Five (5), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base Meridian, Maricopa County, Arizona, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. The Owners now own the respective parcels of real property which make up the Property (each a "Owner's Parcel"), in the manner described on Exhibit B attached hereto and incorporated herein by this reference (the "Current Ownership"). The Well Registrant owns the two wells identified and located as described on Exhibit C attached here to (the "Wells").

D. The Owners and Well Registrant desire to amend and restate the Original Agreement to, among other things, accurately identify the precise locations of the Ditches and Laterals (as

hereinafter defined) subject to the easements granted in the Original Agreement and clarify the respective rights and obligations of the Owners with respect to the Wells.

Now, therefore, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners and Well Registrant hereby amend and restate the Original Agreement in its entirety such that the Original Agreement is superseded by this Agreement.

AGREEMENT:

1. Wells. The Owners and Well Registrant hereby grant and convey to and upon each other the right to use, take water from and convey water from the Wells in proportion to their respective "Proportionate Share" as such shares are determined, calculated and set forth by the Agent (as hereinafter defined) (the Proportionate Shares of the Owners as determined by the Agent are collectively referred to herein as, the "Well and Water Rights"). Notwithstanding anything in this Agreement to the contrary, however, the owners of the parcels of real property as more particularly described on Exhibit B attached hereto (the "Excluded Owners") shall not be entitled to a Proportionate Share or have the benefit of the Well and Water Rights. The Proportionate Share of each Owner benefitted by the Well and Water Rights shall be equal to such Owner's cumulative land area within the Property divided by the total land area within the Property of all Owner's benefitted by the Well and Water Rights (from time to time), excluding any land area released from the Well and Water Rights as provided in Section 4 below and excluding the land area owned by the Excluded Owners. The use of water from the Wells shall be limited to use for farming, irrigation, domestic and industrial use. Subject to the terms and conditions of this Agreement, these conveyances are made on the condition that the Owners, their heirs, successors and assigns, shall proportionately bear all of the obligations, costs and expenses incurred with the maintenance, repair, replacement, and operation, including insurance costs as provided in Section 8 below, of the Wells and accessories thereto and the Ditches and Laterals (as defined in Section 2) (collectively, the "Maintenance Expenses"). Furthermore, subject to the terms and conditions of this Agreement including the provisions of Section 4 below, the agreement of the Owners to share in the Maintenance Expenses is to be followed irrespective of the actual use or non-use of the Wells and/or water by the Owners, subject, however, to an Owner's right to release its Well and Water Rights and corresponding obligations as provided in Section 4 below.

For purpose of this Agreement, repairs, maintenance, replacements and operations of the Wells and accessories thereto and the Ditches and Laterals to be undertaken and performed under this Agreement shall include all necessary, reasonable and advisable repairs, maintenance, replacements, insurance, obligations and operations as determined by the "Agent" identified in Section 8 below, unless otherwise indicated herein. However, any individual Well Maintenance Expense deemed necessary, reasonable, or advisable by Agent, but in the excess of a cost of \$30,000.00, not cumulative, shall not be undertaken by Agent except with the express prior written consent of each of the Owners and an assumption by each Owner, in writing, of its Proportionate Share of financial liability for said cost.

2. Easement Areas. The Owners hereby grant to one another, for the use and purpose of storing and conveying water in accordance with the existing current method for

irrigation and water conveyance, an easement on and in the ditches and laterals currently existing on the Property (the "Ditches and Laterals") in the locations described and depicted on Exhibit D attached hereto and incorporated herein by this reference (the "Ditch Easement Areas"). The Owners further grant to one another, for the purpose of accessing such Ditches and Laterals for maintenance purposes, an easement for ingress and egress on, in, over, and across, the Ditch Easement Areas, including any roads or access-ways located within such Ditch Easement Areas.

3. Right to Construct Pipe, Culvert and Improve. Any Owner has the right, upon sixty (60) days' prior written notice to Agent, to replace a Ditch or Lateral with an underground pipe and/or to construct a culvert over any Ditch or Lateral located on the Owner's Parcel, provided that such construction work and the subsequent operation and maintenance of such pipe and/or culvert shall not unreasonably interrupt or interfere with the flow of water from or use of the Wells. Additionally, any Owner may improve any or all of a portion of the Ditch and Easement Area located on such Owner's Parcel as a driveway or paved road, including but not limited to installing pavement or other aggregate surface materials and/or installing signage and fixtures for lighting.

4. Release of Rights and Obligations. Any Owner has the right, at such time as such Owner's property ceases to be used for agricultural purposes, and provided all payments owing to Agent for Maintenance Expenses pursuant to this Agreement are fully paid, to release and relinquish its Well and Water Rights and its obligation to pay its Proportionate Share of Maintenance Expenses. Such release shall be accomplished by recording a "Notice of Release of Well and Water Use Rights" in the form attached hereto as Exhibit E (the "Notice of Release"), executed by Agent and the applicable Owner, in the Official Records of Maricopa County, Arizona. Upon recordation of such Notice of Release, the releasing party and its successors and assigns will no longer be entitled to receive and use water from the Wells and will be fully released from all obligations and liabilities relating to the Wells and Maintenance Expenses arising after recordation of the Notice of Release; provided, however, such releasing Owner and the Owner's Parcel(s) subject to this Agreement shall remain fully subject to the easements granted on the Ditch Easement Areas to the extent such easements are located on the Owner's Parcel.

5. Non-Liability. Notwithstanding anything in this Agreement to the contrary, no Owner, Well Registrant or Agent, nor their heirs, successors and assigns, will be liable in any respect whatever for failure, suspension, or diminution in water, service, or pressure or the quality or quantity of water to be supplied by the Wells, provided that such is not the result of gross negligence or intentional action by such Owner, Well Registrant or Agent. The Owners recognize, acknowledge and accept that Well Registrant holds the Wells in trust for the benefit of and use by all the Owners. Therefore, notwithstanding anything in this Agreement to the contrary, Well Registrant will not have any liability for the Wells, in any manner, beyond the scope or extent of liability for the Wells of all of the Owners hereto, which shall be allocated to each Owner in proportion to its Proportionate Share.

6. Ownership. This Agreement in no way affects the ownership rights to the Wells or the real property where the Wells are located, but merely relates to the use and maintenance of the Wells, use of the water obtained thereby, and related easements described herein, and will not

be construed as granting any other rights or privileges, whatsoever. The easements and rights granted herein are private and for the benefit only of the Owners and their heirs, successors and assigns and do not constitute a dedication for public use of the Wells or Ditch Easement Areas.

7. Agent. Agent is hereby designated as the agent of the parties to contract for and oversee the repairs, maintenance, operations, and replacement of the Wells and accessories thereto, Ditches and Laterals, and Ditch Easement Areas authorized and set forth under this Agreement. As the Agent requires additional funds from time to time to pay for the Maintenance Expenses authorized, incurred or to be incurred under this Agreement, each Owner shall pay its Proportionate Share of the sums required, subject to all limits of liability under this Agreement, to the Agent following receipt of notice from the Agent that such funds are required. Should any Owner not respond with proper payment within thirty (30) days after written notice of the amount owing, the said defaulting party shall and does thereby lose any Well and Water Rights granted hereunder until the default is cured and the amount owing shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. Agent shall have all rights and remedies available at law and equity for collection of amounts owed pursuant to this Agreement and the defaulting party shall be responsible for payment of Agent's collection expenses and attorney's fees provided that Agent is the prevailing party. If as a result of a change in ownership or the release of any Owner's Well and Water Rights as provided in Section 4 above, the respective Proportionate Shares of the then Owners of the Property who are responsible for payment of Maintenance Expenses changes, Agent shall recalculate the Proportionate Shares. Agent shall make its records regarding its calculation of the Proportionate Shares and Maintenance Expenses available for review by the Owners, at reasonable pre-arranged times, during normal business hours. Agent may delegate to or seek assistance in performing all or a portion of its responsibilities pursuant to this Agreement from a third party including a farm tenant, management company, accounting firm or other consultant, provided that Agent shall remain fully responsible for performance of its duties as the Agent. Agent may include such third party expenses in the Maintenance Expenses. Furthermore, Agent may include a fee for Agent in an amount up to five percent (5%) of Maintenance Expenses (the "Management Fee") for any calendar year in which Agent incurred any such Maintenance Expense. Agent may resign and appoint a new Agent that is an Owner by recording an amendment to this Agreement in the Official Records of Maricopa County, Arizona that specifies the new Agent and the new Agent's address for notices.

Agent shall comply with applicable laws and regulations, including those of the Arizona Department of Water Resources ("ADWR"), with respect to the Wells. In order to effectuate such compliance, Agent may seek the assistance of any of the Owners or Well Registrant, with such assistance not to be unreasonably withheld or delayed.

8. Insurance. Agent shall maintain commercial general liability insurance and property damage insurance in an amount deemed reasonable by Agent on the Ditches and Laterals, Ditch Easement Areas, Wells and accessories used in connection with the Wells. The insurance shall include the Owners, and Well Registrant as insured parties. The insurance shall provide coverage for all liability imposed by law on account of personal injury, death, or damage to property related to the operation of the Wells and accessories thereto, Ditches and Laterals or in any way connected therewith or arising out of the use and maintenance thereof. The costs of

insurance as described herein will be included in the Maintenance Expenses and shared on the Proportionate Share basis described herein.

9. Notice. Any notice or report required under this Agreement shall be sent to the Owners, Well Registrant and the Agent hereunder at the addresses respectively listed on the signature pages to this Agreement, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be sent by regular mail, properly addressed and postage prepaid. Upon the change of ownership of an Owner's Parcel, the transferring party shall be responsible to notify the Agent of the conveyance and identity of the transferee and its address for notices. Upon Agent's receipt of notice of the transfer of an Owner's Parcel, the transferring Owner shall have no further obligations or liabilities pursuant to this Agreement including, without limitation, for payment of its Proportionate Share of Maintenance Expenses.

10. Recitals. The recitals of this Agreement are hereby incorporated and recognized as facts by the Owners and Well Registrant hereto.

11. Binding Nature. The grants and conveyances of rights and easements hereunder are considered superior and paramount to rights of any of the Owners and Well Registrant hereto in the respective servient estates so created and the Owners and Well Registrant further agree that these rights and easements are appurtenant to the Property and are covenants that shall run with the land and shall be binding on and shall inure to the benefit of the Owners and Well Registrant hereto, their heirs, successors, or assigns as owners of the Owner's Parcels and Wells, respectively.

12. Compliance with Laws. The Owners, Well Registrant and Agent hereby accept and agree to abide by all provisions of county, state and federal laws and all other pertinent ordinances or regulations that may be adopted in the future in connection with their use of the Wells, Ditches and Laterals and Ditch Easement Areas. The Agent and Well Registrant shall be responsible for filing all water use reports and other documents required by the Arizona Department of Water Resources regarding the Wells and water usage from the Wells.

13. Right to Inspect. The rights conveyed herein also include the right of the Owners to inspect the Wells and accessories during reasonable working hours during the day.

14. Authority and Title. Each Owner represents and warrants that it holds legal title to the Owner's Parcel and has the authority to enter into this Agreement, and that the approvals of no other individuals, entities, including financial institutions, or governmental agencies are required for Owner to enter into this Agreement.

15. Private Use. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Wells, the Ditches and Laterals, or the Ditch Easement Areas. The rights herein created are private and for the benefit only of the Parties hereto, their heirs, successors and assigns.

16. Agreement Controls. This Agreement supersedes and restates the Original Agreement in its entirety.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Owners, Well Registrant and Agent have executed this Agreement as of the day and year first above written.

OWNERS:

CHANCELLOR HOLDINGS, LLC,
an Arizona limited liability company

By: Victor W. Riches

Name: VICTOR W. RICHES

Its: Operating Manager

Address for Notices:

P.O. Box 10476
PHOENIX, AZ
85064

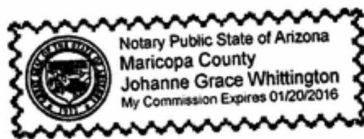
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 31st day of July, 2014, by Victor W. Riches, the Operating Manager of Chancellor Holdings, LLC, an Arizona limited liability company, on behalf of the Company Owner.

Johanne Grace Whittington
Notary Public

My commission expires:

1/20/2016



THE CHARLEY E. JOHNSON REVOCABLE
LIVING TRUST

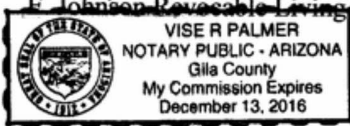
By: Charley E. Johnson
as Trustee of The Charley E.
Johnson Revocable Living Trust under
April dated 17, 2003

Address for Notices:

88 Jones Ranch Rd.
Globe, Arizona 85501

STATE OF ARIZONA)
County of GILA) ss.

The foregoing instrument was acknowledged before me this 31th day of
July, 2014, by CHARLEY E. JOHNSON, as Trustee of The Charley
E. Johnson Revocable Living Trust under April 17, dated 2003.



Vise R Palmer
Notary Public

My commission expires:

Dec. 13, 2016

CHAS ROBERTS AIR CONDITIONING, INC.,
an Arizona corporation

By: *Laurie Barnes*
Name: Laurie Barnes
Its: CEO

Address for Notices:

9828 N. 19th Ave.
Phoenix, AZ 85021

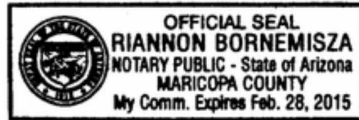
STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 31st day of
July, 2014, by Laurie Barnes, the CEO
of Chas Roberts Air Conditioning, Inc., an Arizona corporation, on behalf of the
_____.

R. B.
Notary Public

My commission expires:

2/28/15



DADEE ENTERPRISES, LLC,
an Arizona limited liability company

By: A. David Cukier
Name: A. David Cukier
Its: President

Address for Notices:

8366 E. Sunnyside Drive
Scottsdale, AZ 85260-5663

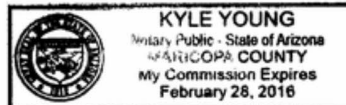
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 3rd day of July, 2014, by A. David Cukier, the President of Dadee Enterprises, LLC, an Arizona limited liability company, on behalf of the President.

Kyle Young
Notary Public

My commission expires:

02/28/2016



19354606

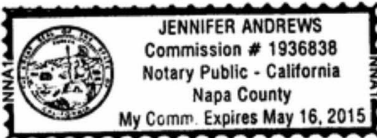
Owners Signature Page

ARMSTRONG, DENNIS L.

husband

By: *Dennis L. Armstrong*Name: Dennis L. ARMSTRONGIts: *DA*STATE OF California
County of Napa) ss.The foregoing instrument was acknowledged before me this 3rd day of
July, 2014, by Dennis L. Armstrong.*Jennifer Andrews*
Notary Public

My commission expires:

5/16/2015

ARMSTRONG, INGEBORG E.,

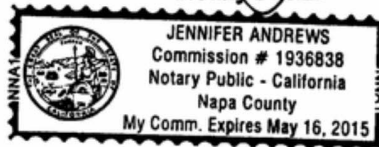
wife

By: *Ingeborg E. Armstrong*Name: Ingeborg E. ARMSTRONGIts: *IEA*

Address for Notices:

2133 Hawthorne Rd
Geysers CA 94555STATE OF California
County of Napa) ss.The foregoing instrument was acknowledged before me this 3rd day of
July, 2014, by Ingeborg E. Armstrong.*Jennifer Andrews*
Notary Public

My commission expires:

5/16/15

19354606

Owners Signature Page

DRAGONFLY CAPITAL HOLDINGS, LLC,

an Arizona limited liability company

By: APAC Contracting, Inc. manager

By: William R. Olsen, Jr.

Name: William R. Olsen, Jr.

Its: President

Address for Notices:

2152 S. Vineyard

Ste. 105

Mesa, AZ 85210

STATE OF AZ)

County of MARICOPA) ss.

The foregoing instrument was acknowledged before me this 2 day of July, 2014, by William R. Olsen Jr, the President * of Dragonfly Capital Holdings, LLC, an Arizona limited liability company, on behalf of the as manager of Dragonfly Capital Holdings, LLC.

Michele M. Lucero
Notary Public

My commission expires:

4-5-2017



* of APAC Contracting, Inc., an Arizona corporation
as manager ms

FIABA ENTERPRISES, INC.,
an Arizona corporation

By: [Signature]
Name: AUGUSTO MEOLI
Its: PRESIDENT

Address for Notices:

3103 E. GEORGIA AVENUE
PHOENIX, AZ 85016

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 25 day of June, 2014, by Augusto Meoli, the President of Fiaba Enterprises, Inc., an Arizona corporation, on behalf of the Company.

[Signature]
Notary Public

My commission expires:

8/30/2015



GERMANN FARMS, L.L.C.,
an Arizona limited liability company

By: Russell E Brandt

Name: Russell E Brandt

Its: Legal Member

Address for Notices:

18375. 141st PL.
Gilbert AZ.
85295-

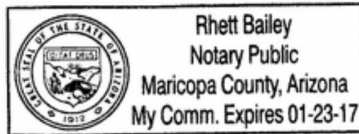
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Russell E Brandt, the Managing Partner of Germann Farms, L.L.C., an Arizona limited liability company, on behalf of the Partners.

Rhett Bailey
Notary Public

My commission expires:

1-23-17



GERMANN FARMS, L.L.C.,
an Arizona limited liability company

By: Donald W. Huisenga

Name: DONALD W. HUISENGA

Its: CO-MANAGING MEMBER

Address for Notices:

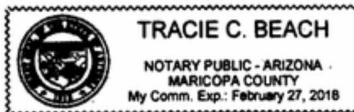
STATE OF Arizona,
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 17 day of June, 2014, by Donald W. Huisenga, the Managing Member of Germann Farms, L.L.C., an Arizona limited liability company, on behalf of the Company.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



GERMANN FARMS, L.L.C.,
an Arizona limited liability company

By: William S. Jaffa
Name: WILLIAM S. JAFFA
Its: MANAGER

Address for Notices:

1012 S. STAGLEY DRIVE, 55E101
MEIA, AZ 85204

STATE OF ARIZONA)
County of MARICOPA) ss.

The foregoing instrument was acknowledged before me this 25th day of JUNE, 2014, by WILLIAM S. JAFFA, the MANAGER of Germann Farms, L.L.C., an Arizona limited liability company, on behalf of the COMPANY.

Paige C. Chapman
Notary Public

My commission expires:

02-02-2016



GERMANN INVESTMENTS NO. 1,
an Arizona partnership

By: Donald W. Huisinga
Name: DONALD W. HUISINGA
Its: MANAGING PARTNER

Address for Notices:

1745 E. KNOX ROAD
Tempe, AZ 85284

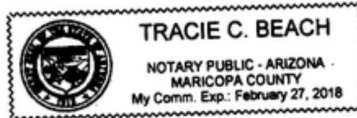
STATE OF Arizona,
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Huisinga, the Managing Partner of Germann Investments No. 1, an Arizona partnership, on behalf of the partnership.

Tracie C. Beach
Notary Public

My commission expires:

2/27/2018



GERMANN ROAD ASSOCIATES REAL
ESTATE, L.L.P.,
an Arizona limited liability partnership

By: Donald W. Huisinga
Name: DONALD W. Huisinga
Its: MANAGING PARTNER

Address for Notices:

1745 E. KNOX ROAD
Tempe, AZ 85284

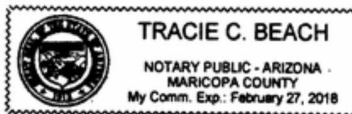
STATE OF Arizona,
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Huisinga, the managing partner of Germann Road Associates Real Estate, L.L.P., an Arizona limited liability partnership, on behalf of the partnership.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



GERMANN ROAD ASSOCIATES,
an Arizona general partnership

By: Donald W. Huisinga
Name: Donald W. Huisinga
Its: MANAGING PARTNER

Address for Notices:

1745 E. KNOX ROAD
Tempe, AZ 85284

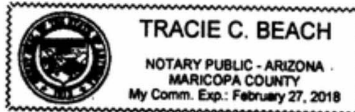
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Huisinga the managing partner of Germann Road Associates, an Arizona general partnership, on behalf of the partnership.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



GERMANN ROAD INVESTMENTS LIMITED
PARTNERSHIP,
an Arizona limited partnership

By: Donald W. Hutsinger
Name: DONALD W. HUTSINGER
Its: MANAGING PARTNER

Address for Notices:

1745 E. Kook Road
Tempe, AZ 85284

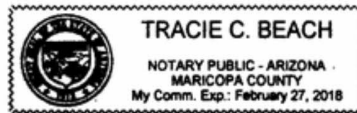
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Hutsinger the managing partner of Germann Road Investments Limited Partnership, an Arizona limited partnership, on behalf of the Partnership.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



GERMANN ROAD, LLC,
a Delaware limited liability company

By: Leslie A. White
Name: LESLIE A. WHITE
Its: OWNER

Address for Notices:

Craig for Leslie White
545 W. Shasta Ave
Chico, Calif 95973
530-520-4200 (Craig)

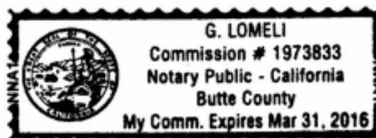
STATE OF California) ss.
County of Butte)

The foregoing instrument was acknowledged before me this 29 day of July, 2014, by Leslie A. White the owner of Germann Road, LLC, a Delaware limited liability company, on behalf of the company/LLC.

[Signature]
Notary Public

My commission expires:

MARCH 31, 2016



GI 20, LLC,
an Arizona limited liability company

By: Donald W. Huisinga
Name: Donald W. Huisinga
Its: MANAGING Member

Address for Notices:

1745 E. Knox Road
Tempe, AZ 85284

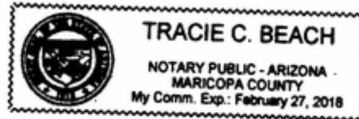
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Huisinga the managing member of GI 20, LLC, an Arizona limited liability company, on behalf of the company.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



GI 30, LLC,
an Arizona limited liability company

By: [Signature]

Name: rick radobenko

Its: MANAGER

Address for Notices:

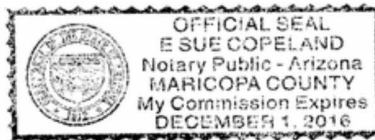
1745 E. KNOX ROAD
Tempe, AZ 85284

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of
June, 2014, by Rick Radobenko, the Manager
of GI 30, LLC, an Arizona limited liability company, on behalf of the
LLC

[Signature]
Notary Public

My commission expires:
December 1, 2016



19354606

Owners Signature Page

GR PROPERTY HOLDINGS, LLC,

an Arizona limited liability company

By: Circle K Management Inc.By: Tammy SheeleName: Tammy SheeleIts: Vice President

Address for Notices:

2152 S. VineyardSte. 105Mesa AZ 85210STATE OF AZ)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 2 day of July, 2014, by Tammy Sheele, the Vice President *
of GR Property Holdings, LLC, an Arizona limited liability company, on behalf of the

Michele M. Lucero
Notary Public

My commission expires:

4-5-2017

* of Circle K Management, Inc as manager & **
an Arizona Corporation

H.C.H.,
an Arizona general partnership

By: Michael E. Hickey
Name: MICHAEL E. Hickey
Its: MANAGER

Address for Notices:

H C H ENTERPRISES

1256 W Chandler Blvd Ste E
Chandler, AZ 85224

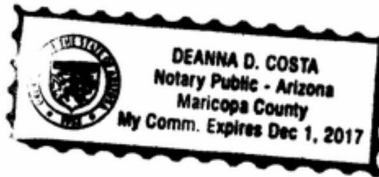
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 18th day of June, 2014, by MICHAEL E. Hickey the MANAGER of H.C.H., an Arizona general partnership, on behalf of the

Deanna D Costa
Notary Public

My commission expires:

12/1/2017



LANDMARK PROPERTY HOLDINGS, LLC,
an Arizona limited liability company

By: [Signature]
Name: Jason Barney
Its: Manager

Address for Notices:

2152 S. Vineyard
St. 105
Mesa, AZ 85210

STATE OF AZ)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 2 day of July, 2014, by Jason Barney, the manager of Landmark Property Holdings, LLC, an Arizona limited liability company, on behalf of the MB

[Signature]
Notary Public

My commission expires:
4-5-2017



MESA/WILLIAMS FIELD PARTNERS,
an Arizona general partnership

By: Donald W. Huisinga
Name: DONALD W. Huisinga
Its: MANAGING PARTNER

Address for Notices:

1745 E. KNOX ROAD
TOMPE, AZ 85284

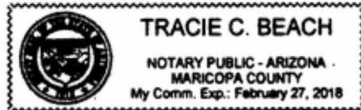
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 19th day of June, 2014, by Donald W. Huisinga, the managing partner of Mesa/Williams Field Partners, an Arizona general partnership, on behalf of the partnership.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



METSO MINERALS INDUSTRIES, INC.,
a Delaware corporation

By: Todd A. Dillmann
Name: Todd A. Dillmann
Its: Vice President

Address for Notices:

20965 Crossroads Circle
Waukesha, WI 53186

STATE OF WISCONSIN
) ss.
County of WAUKESHA

The foregoing instrument was acknowledged before me this 11th day of August, 2014, by Todd A. Dillmann the Vice President of Metso Minerals Industries, Inc., a Delaware corporation, on behalf of the corporation.

Margorie C. Richter
Notary Public

My commission expires:

July 19, 2015.



PECOS 2005, LLC,
an Arizona limited liability company

By: August
Name: AUGUSTO MEOLI
Its: MANAGER

Address for Notices:

3103 E. GEORGIA AVENUE
PHOENIX, AZ 85016

STATE OF Arizona)
County of Maricopa) ss.

June The foregoing instrument was acknowledged before me this 25 day of
June, 2014, by Augusto Meoli, the Manager
of Pecos 2005, LLC, an Arizona limited liability company, on behalf of the
LLC.

Michelle Marie Lavikka
Notary Public

My commission expires:
8/30/15



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Owners Signature Page

PECOS SOSSAMAN COMMERCE, LLC,
an Arizona limited liability company

By: *Eric Rimestone*

Name: ERIC RINestone

Its: Manager

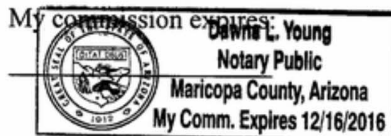
Address for Notices:

8120 E. Cactus Rd. #300
SCOTT. AZ. 85260

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 17th day of JULY, 2014, by ERIC RINestone, the MANAGER of Pecos Sossaman Commerce, LLC, an Arizona limited liability company, on behalf of the COMPANY.

Dawn L. Young
Notary Public



PECOS SOSSAMAN PARTNERSHIP, L.L.P.,
an Arizona limited liability partnership

By: Russell E Brandt

Name: RUSSELL E BRANDT

Its: General Partner

Address for Notices:

1837 S. 141st PL.
Gilbert AZ
85295

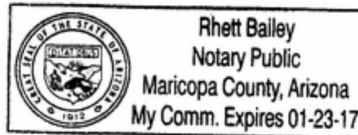
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Russell E Brandt, the Managing partner of Pecos Sossaman Partnership, L.L.P., an Arizona limited liability partnership, on behalf of the partners.

Rhett Bailey
Notary Public

My commission expires:

1-23-17



PECOS SOSSAMAN PARTNERSHIP, L.L.P.,
an Arizona limited liability partnership

By: _____

Name: BRAD T. JACQUESIts: PARTNER

Address for Notices:

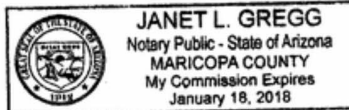
1837 SO 141ST PLACE
GILBERT, AZ
85295

STATE OF Arizona)
) ss.County of Maricopa)

The foregoing instrument was acknowledged before me this 9 day of
July, 2014, by Brad T. Jacques, the PARTNER of Pecos
Sossaman Partnership, L.L.P., an Arizona limited liability partnership, on behalf of the
Partnership.

Janet L. Gregg
Notary Public

My commission expires:

January 18, 2018

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Owners Signature Page

PR20 LLC,
an Arizona limited liability company

By: Donald W. Hisinga
Name: Donald W. Hisinga
Its: MANAGING Member

Address for Notices:

1745 E. Kwox Road
Tempe, AZ 85284

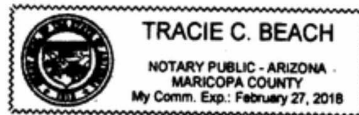
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Hisinga, the managing member of PR20 LLC, an Arizona limited liability company, on behalf of the company.

Tracie C. Beach
Notary Public

My commission expires:

2/27/2018



REPUBLIC EQUITY FUNDS, LLC,
an Arizona limited liability company

By: [Signature]
Name: Nathan Red
Its: Managing Member

Address for Notices:

3332 N. Valencia Ln.
Phx, AZ 85018

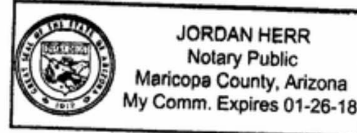
STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 25th day of June, 2014, by Nathan Red, the Managing Member of Republic Equity Funds, LLC, an Arizona limited liability company, on behalf of the REPUBLIC Partnership.

[Signature]
Notary Public

My commission expires:

1-26-18



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Owners Signature Page

TCA DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Russell E Brandt

Name: Russ E Brandt

Its: Mgr Member

Address for Notices:

1837 S. 141st Place

Gilbert, AZ 85295

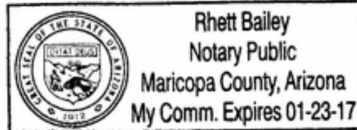
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Russell E Brandt, the Managing partner of TCA Development, L.L.C., an Arizona limited liability company, on behalf of the Partners.

Rhett Bailey
Notary Public

My commission expires:

1-23-17



TCA DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Donald W. Huisinga
Name: DONALD W. HUISINGA
Its: MANAGING MEMBER

Address for Notices:

1745 E. KNOX ROAD
Tempe, AZ 85284

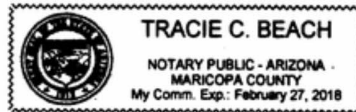
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 17th day of June, 2014, by Donald W. Huisinga, the managing member of TCA Development, L.L.C., an Arizona limited liability company, on behalf of the company.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



WILLIAMS GATEWAY BUSINESS PARK
L.L.C.,
an Arizona limited liability company

By: Sid White
Name: Sid White
Its: Manager

Address for Notices:
c/o Gallagher & Kennedy
2575 E Camelback Road
Phoenix AZ 85016

STATE OF AZ)
) ss.
County of Maricopa

The foregoing instrument was acknowledged before me this 27 day of June, 2014, by Sid White, the Manager of Williams Gateway Business Park L.L.C., an Arizona limited liability company, on behalf of the company.

Cindy L. Fikel
Notary Public

My commission expires:
4/15/16



By: _____
Name: Patrick J. McGroder
Its: Manager

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Patrick J. McGroder, the Manager of Williams Gateway Business Park L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My commission expires:

19354606

Owners Signature Page

WILLIAMS GATEWAY BUSINESS PARK
L.L.C.,
an Arizona limited liability company

By: _____
Name: Sid White
Its: Manager

Address for Notices:
c/o Gallagher & Kennedy
2575 E Camelback Road
Phoenix AZ 85016

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Sid White, the Manager of Williams Gateway Business Park L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My commission expires:

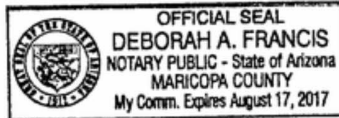
By: *Patrick J. McGroder*
Name: Patrick J. McGroder
Its: Manager

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2014, by Patrick J. McGroder, the Manager of Williams Gateway Business Park L.L.C., an Arizona limited liability company, on behalf of the company.

Notary Public

My commission expires:
8-17-2017



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Owners Signature Page

AGENT:

TCA DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: Russell E. Brandt
Name: Russell E. Brandt

Its: Its Member

Address for Notices:

1837 S. 141st Place

Gilbert, AZ 85295

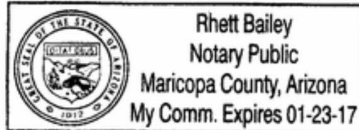
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Russell E. Brandt, the Managing partner of TCA Development, L.L.C., an Arizona limited liability company, on behalf of the partners.

Rhett Bailey
Notary Public

My commission expires:

1-23-17



TCA DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: *Donald W. Huisinga*
Name: Donald W. Huisinga
Its: co-managing member

Address for Notices:

1837 S. 141st Place

Gilbert, AZ 85295

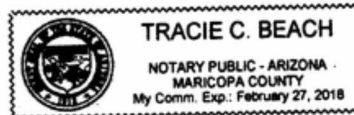
STATE OF Arizona
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 8 day of July, 2014, by Donald W. Huisinga, the co-managing member of TCA Development, L.L.C., an Arizona limited liability company, on behalf of the company.

Tracie C Beach
Notary Public

My commission expires:

2/27/2018



WELL REGISTRANT:

PECOS SOSSAMAN PARTNERSHIP L.L.P.,
an Arizona limited liability partnership

By: Russell E Brandt
Name: RUSSELL E BRANDT
Its: Gen. Member

Address for Notices:

1837 S. Camelback Rd / RB 141 # / PL.
GILBERT AZ.
85295

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 30 day of June, 2014, by Russell E Brandt, the managing partner of Pecos Sossaman Partnership L.L.P., an Arizona limited liability partnership, on behalf of the partners.

Rhett Bailey
Notary Public

My commission expires:
1-23-17

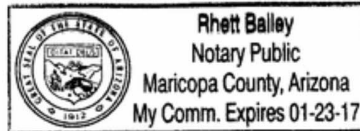


EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

Section Five (5), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except for the 33' wide areas subject to public roadway and public utility easements as set forth in Easement Agreement and Conveyance, recorded July 3, 1985 as 85-310076 of Official Records of Maricopa County, Arizona;

As depicted in Land Split Germann Farms, LLC, recorded as Book 932 of Maps, Page 15.

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EXHIBIT B**CURRENT OWNERSHIP**

<u>Owners</u>	<u>APN</u>
Chancellor Holdings, LLC, an Arizona limited liability company	30461002W
The Charley E. Johnson Revocable Living Trust	30461012Q
Chas Roberts Air Conditioning, Inc., an Arizona corporation	30461012F
Dennis L. and Ingeborg E. Armstrong, husband and wife	30461004D
Dragonfly Capital Holdings, LLC, an Arizona limited liability company	30461010B
Germann Farms, L.L.C., an Arizona limited liability company	30461009D
Germann Investments No. 1, an Arizona partnership	30461006D
Germann Road Associates Real Estate, L.L.P., an Arizona limited liability partnership	30461012L
Germann Road Associates, an Arizona general partnership	30461014C 30461012R
Germann Road Investments Limited Partnership, an Arizona limited partnership	30461011E
Germann Road, LLC, a Delaware limited liability company	30461012S
GI 20, LLC, an Arizona limited liability company	30461006C
GI 30, LLC, an Arizona limited liability company	30461003C
GR Property Holdings, LLC, an Arizona limited liability company	30461010B
H.C.H., an Arizona general partnership	30461008G
Landmark Property Holdings, LLC, an Arizona limited liability company	30461010B
Mesa/Williams Field Partners, an Arizona general partnership	30461010C
Metso Minerals Industries, Inc., a Delaware corporation	30461014C
Pecos Sossaman Commerce, LLC, an Arizona limited liability company	30461007D
Pecos Sossaman Partnership, an Arizona general partnership	30461005
PR20 LLC, an Arizona limited liability company	30461001F
Republic Equity Funds, LLC, an Arizona limited liability company	30461011F
TCA Development, L.L.C., an Arizona limited liability company	30461004E
Williams Gateway Business Park L.L.C., an Arizona limited liability company	30461009C
<u>Excluded Owners</u>	<u>APN</u>
Dadee Enterprises, LLC, an Arizona limited liability company	30461001E
Fiaba Enterprises, Inc., an Arizona corporation	30461001E
Pecos 2005, LLC, an Arizona limited liability company	30461001E

EXHIBIT C**WELL REGISTRATION NUMBERS; WELL REGISTRANT
AND DESCRIPTION OF WELL SITES**

<u>Well Registration #</u>	<u>Well Registrant</u>
55-613579	Pecos Sossaman Partnership L.L.P., an Arizona limited liability partnership

<u>Well Registration #</u>	<u>Well Registrant</u>
55-613580	Pecos Sossaman Partnership L.L.P., an Arizona limited liability partnership

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EXHIBIT D

MAP DEPICTING LOCATIONS OF DITCHES AND LATERALS
AND DITCH EASEMENT AREAS AND LEGAL DESCRIPTION OF
DITCH EASEMENT AREAS

[*ATTACHED*]

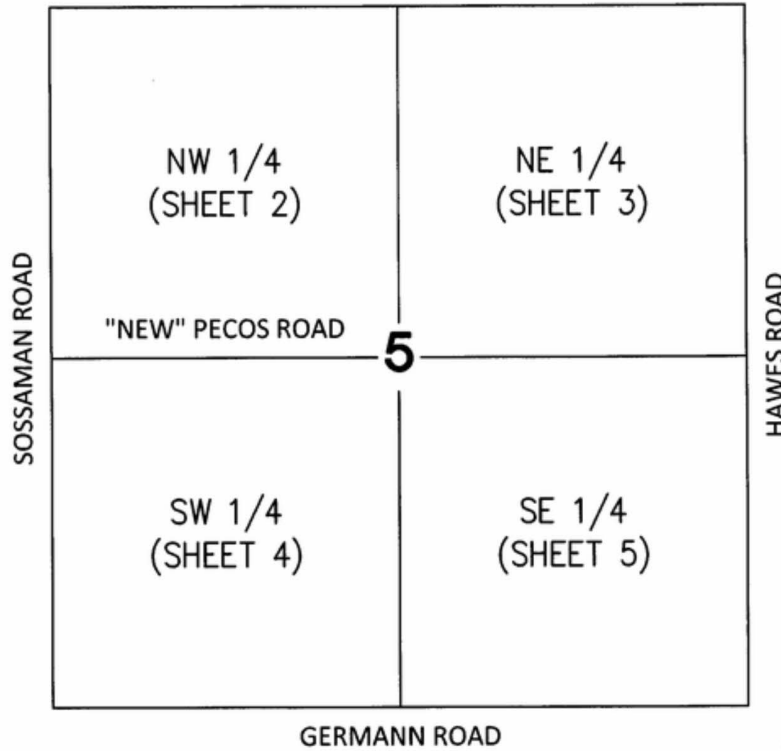
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File: P:\050020 - Germann Farms 15\050020-01-001 (SUR)\Survey\DWG\Exhibits\050020-EXH-CANALS.dwg Plot: 2014, Jun 25



LOCATED IN SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

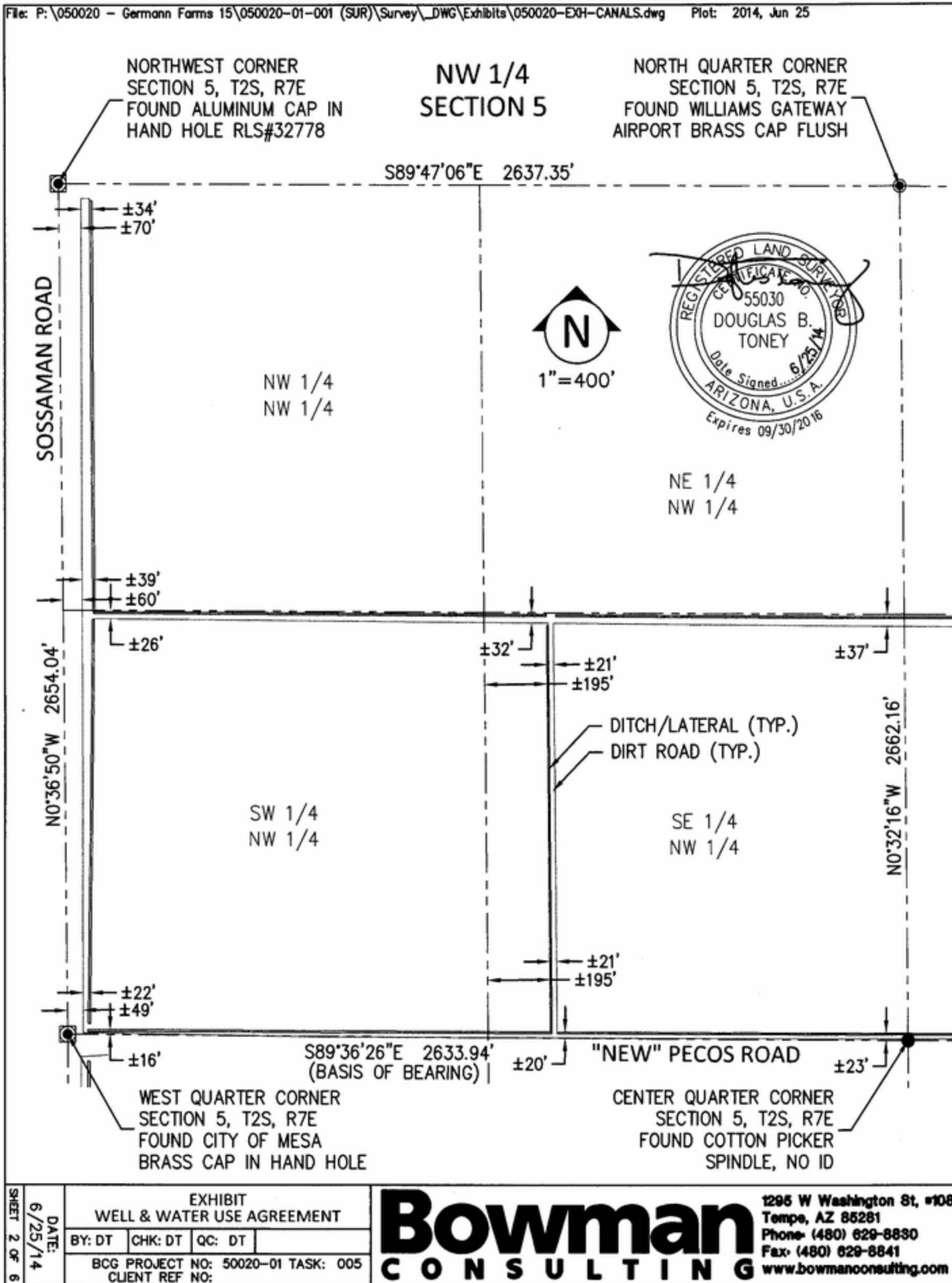


KEY MAP

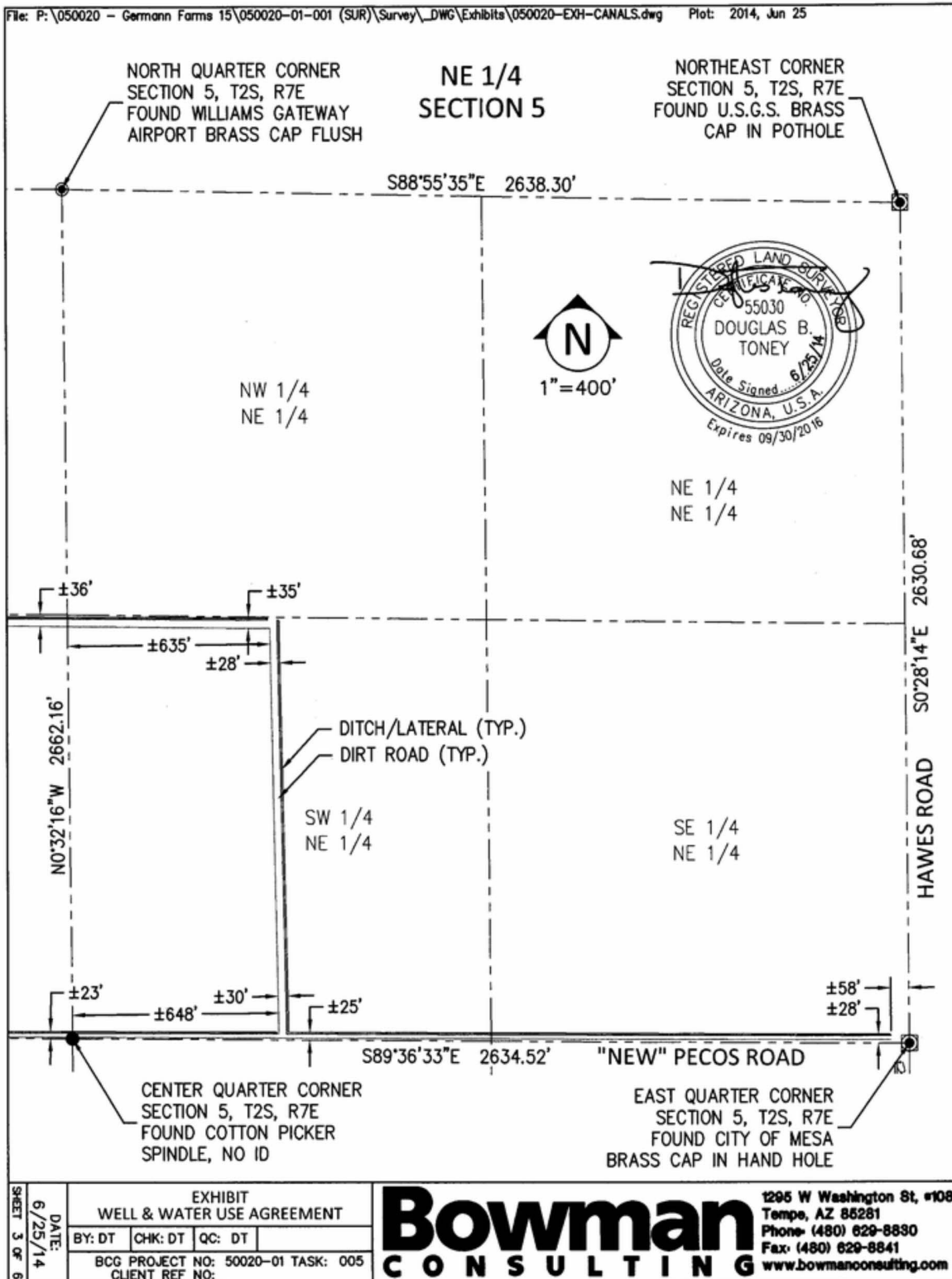


SHEET 1 OF 6	EXHIBIT			Bowman CONSULTING	1295 W Washington St, #108 Tempe, AZ 85281 Phone: (480) 629-8830 Fax: (480) 629-8841 www.bowmanconsulting.com
	WELL & WATER USE AGREEMENT				
	BY: DT	CHK: DT	QC: DT		
	BCG PROJECT NO: 50020-01 TASK: 005 CLIENT REF NO:				

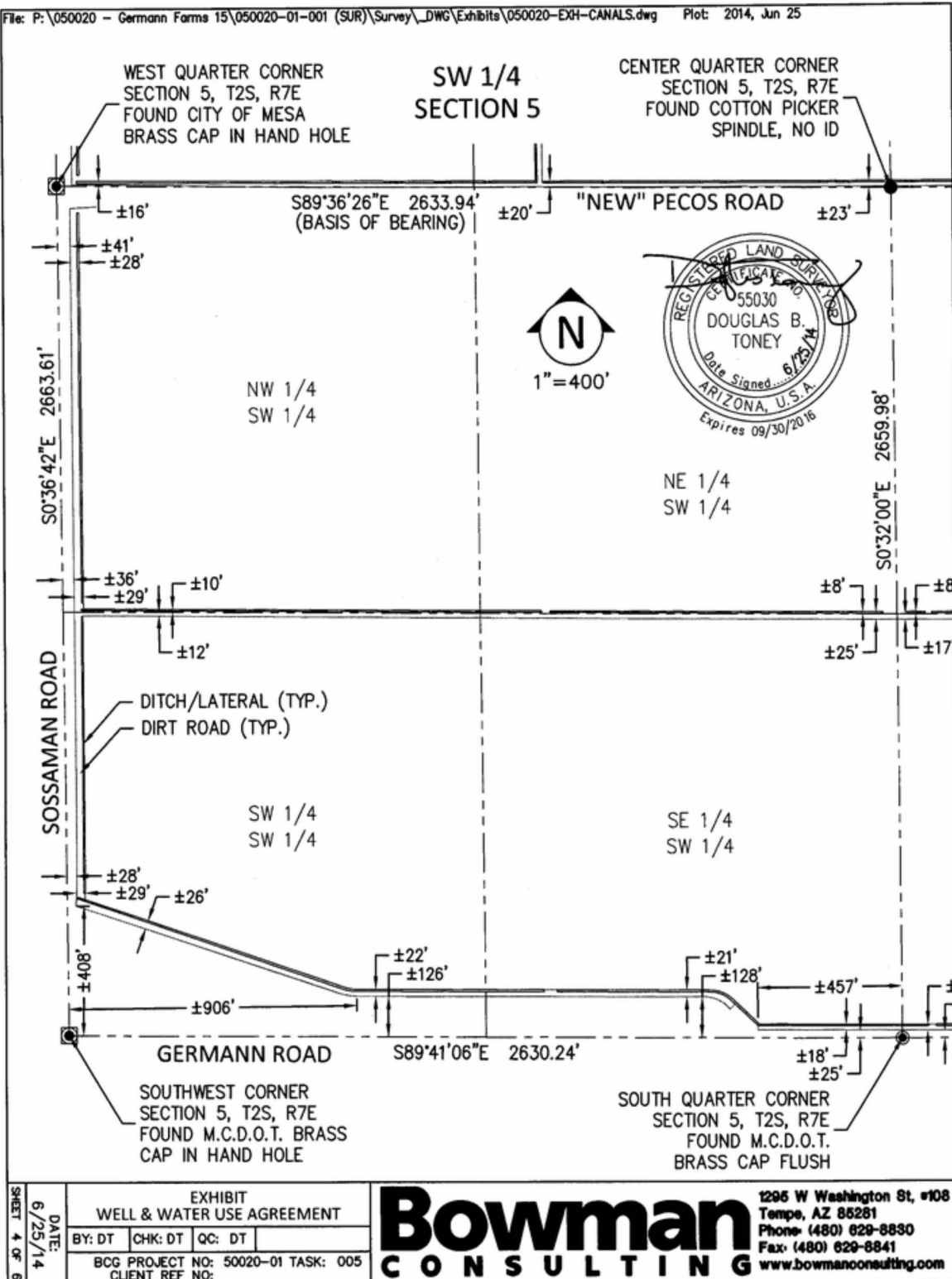
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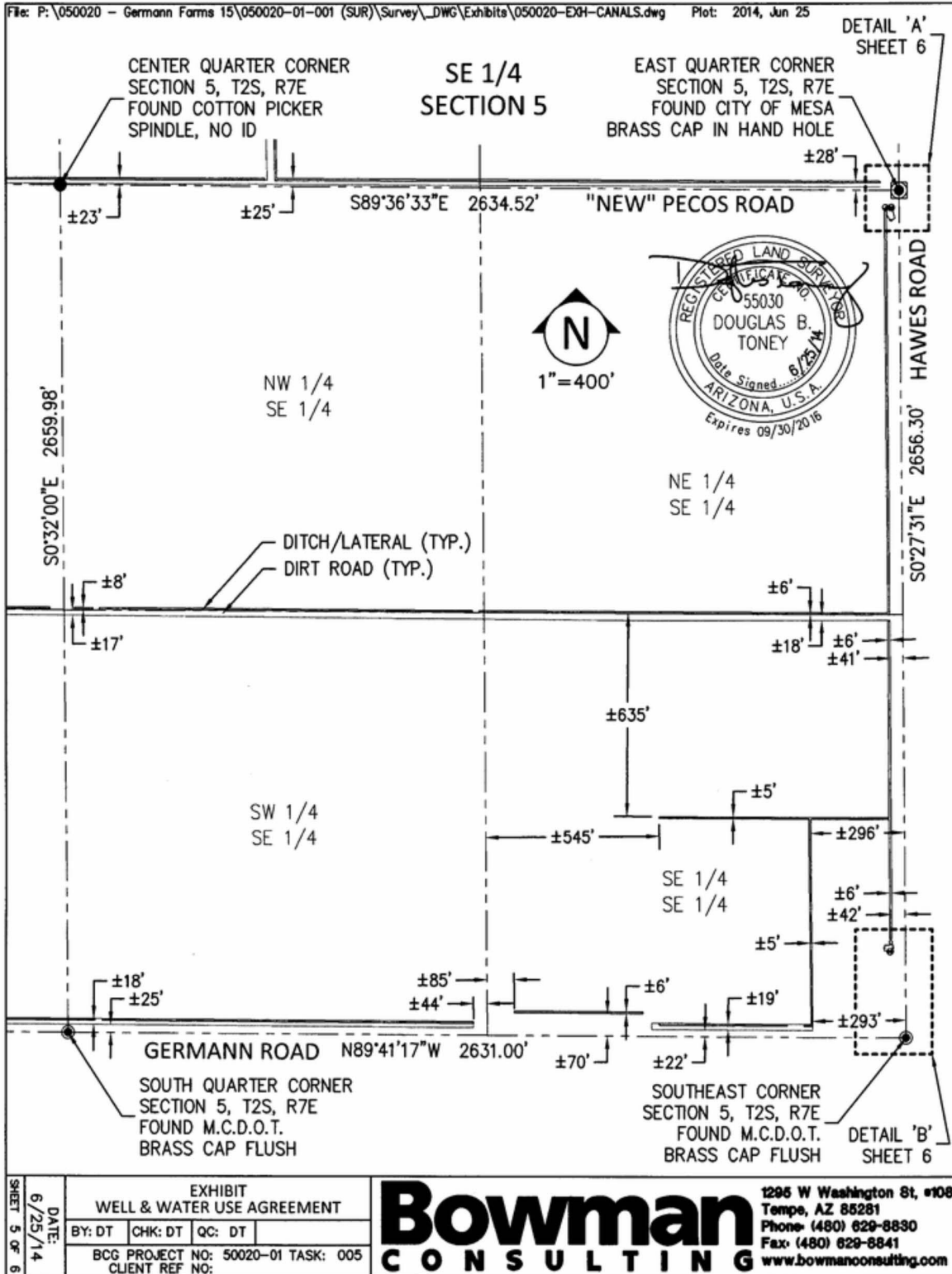


File: P:\050020 - Germann Farms 15\050020-01-001 (SUR)\Survey\DWG\Exhibits\050020-EXH-CANALS.dwg Plot: 2014, Jun 25

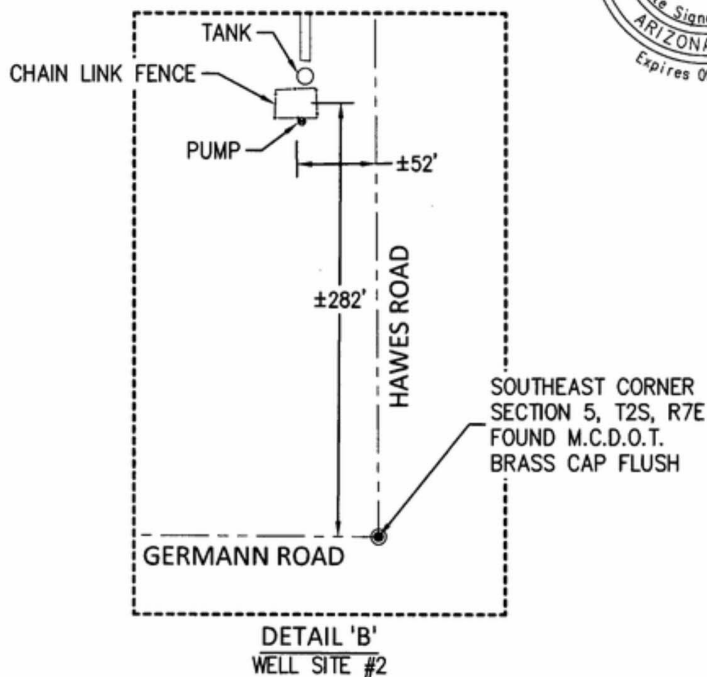
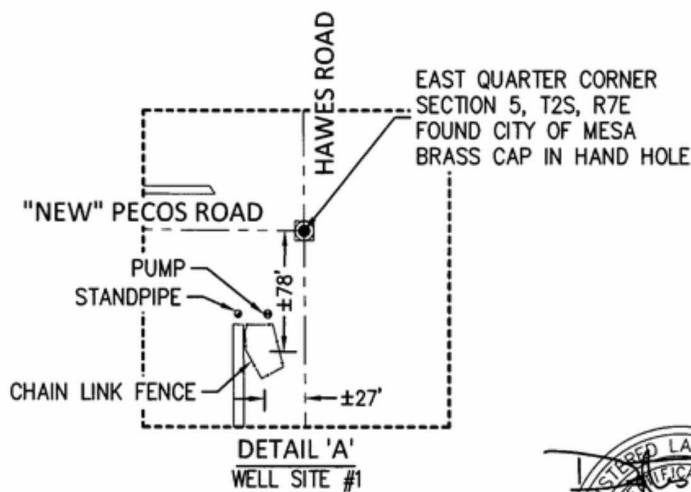


File: P:\050020 - Germann Farms 15\050020-01-001 (SUR)\Survey\DWG\Exhibits\050020-EXH-CANALS.dwg Plot: 2014, Jun 25





File: P:\050020 - Germann Farms 15\050020-01-001 (SUR)\Survey\DWG\Exhibits\050020-EXH-CANALS.dwg Plot: 2014, Jun 25



NOTE: DIMENSIONS ARE TO APPROXIMATE
CENTER OF FENCED AREA



SHEET 6 OF 6	EXHIBIT			Bowman CONSULTING	1295 W Washington St, #108 Tempe, AZ 85281 Phone: (480) 629-8830 Fax: (480) 629-8841 www.bowmanconsulting.com
	WELL & WATER USE AGREEMENT				
	BY: DT	CHK: DT	QC: DT		
	BCG PROJECT NO: 50020-01 TASK: 005 CLIENT REF NO:				

EXHIBIT E**FORM OF NOTICE OF RELEASE OF WELL AND WATER USE RIGHTS**

When recorded, return to:

NOTICE OF RELEASE OF WELL AND WATER USE RIGHTS

THIS NOTICE OF RELEASE OF WELL AND WATER USE RIGHTS (this "Release")
 is made _____, _____, by _____, a[n]
 _____ (the "Releasing Party") and
 _____, a[n] _____ (the "Agent").

TERMS

A. Releasing Party is the owner of certain real property located in Maricopa County, Arizona, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Released Property").

B. The Released Property is subject to that certain Conveyance and Grant of Well and Water Use and Joint Well Maintenance Agreement Between Adjoining and Contiguous Owners dated December 28, 1984 and recorded on July 3, 1985 as Instrument No. 85-310075 in the Official Records of Maricopa County, Arizona, as amended by that certain Amended and Restated Conveyance and Grant of Well and Water Use and Joint Well Maintenance Agreement Between Adjoining and Contiguous Owners dated _____, 2014 and recorded on _____, 2014 as Instrument No. _____ in the Official Records of Maricopa County, Arizona (as amended, the "Agreement"). All capitalized terms used in this Release and not defined herein will have the meanings ascribed to them in the Agreement.

C. The Agreement sets forth certain respective rights and obligations related to the use, maintenance and operation of Wells and the grant of certain easements to use the Ditches and Laterals as generally located in Section Five (5), Township Two (2) South, Range Seven (7) East of the Gila and Salt River Base Meridian, Maricopa County, Arizona, as more particularly described on Exhibit A of the Agreement (the "Property").

D. Pursuant to the terms and conditions of the Agreement, any Owner of the Property has the right, at such time as such Owner's property ceases to be used for agricultural purposes, and

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provided all payments owing to Agent for Maintenance Expenses pursuant to the Agreement are fully paid, to release and relinquish its Well and Water Rights and its obligation to pay its Proportionate Share of Maintenance Expenses, by executing and recording this Release in the Official Records of Maricopa County, Arizona.

E. Agent hereby acknowledges and accepts this Release and confirms that all payments for Maintenance Expenses owing to Agent from Releasing Party are paid in full.

F. Releasing Party and Agent hereby execute this Release to effectuate and provide record notice of the release and relinquishment of the Released Property from the Well and Water Rights and all of the obligations and liabilities associated therewith pursuant to the terms and conditions of the Agreement.

G. Notwithstanding anything in this Release to the contrary, Releasing Party and its Released Property shall remain fully subject to the easements granted on the Ditch Easement Areas to the extent that such easements are located on the Released Property. Such burden shall continue to run with the land and shall be binding on Releasing Party, its heirs, successors, and assigns.

[SIGNATURE PAGE TO FOLLOW]

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19354606

IN WITNESS WHEREOF, Releasing Party and Agent have executed this Release as of the day and year first above written.

RELEASING PARTY:

_____,
a[n] _____

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____, a(n) _____, on behalf of the _____.

Notary Public

My commission expires:

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Signature Page to Notice of Release of Well and Water Use Rights

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EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

19354606

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