

ORIGINAL



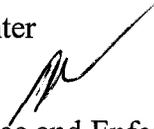
0000039505

**COMPLIANCE
MEMORANDUM**

RECEIVED

2002 JAN 30 P 1:53

AZ CORP COMMISSION
DOCUMENT CONTROL

TO: Docket Control Center
FROM: Patrick C. Williams 
Manager, Compliance and Enforcement
Utilities Division
DATE: January 30, 2002

This Memorandum to the Docket will certify that compliance, as described below, has been met for the referenced utility.

UTILITY: Mount Tipton Water Company, Inc.

DOCKET NO. W-02105A-01-0556 **DECISION NO.** 64287

COMPLIANCE ACTION:

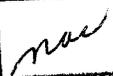
Transfer of Certificate of Convenience and Necessity is contingent on Dolan Springs Water Company, Inc. filing documentation with the Utilities Division Director demonstrating that the sale of its assets to Mount Tipton Water Company, Inc. has been completed.

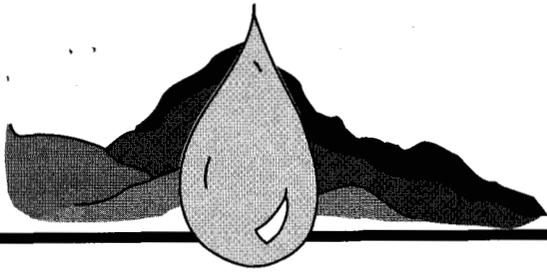
DUE DATE: **DATE COMPLIED:** 01/30/2002

Arizona Corporation Commission

DOCKETED

JAN 30 2002

DOCKETED BY	
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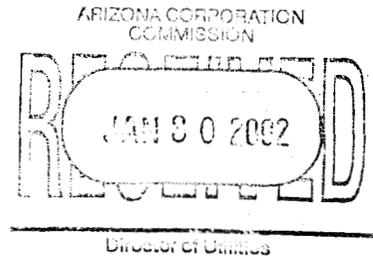
*MOUNT
TIPTON
WATER CO., INC.*

P.O. BOX 38 DOLAN SPRINGS, AZ 86441-0038

PHONE: 520-767-3298 FAX: 520-767-3053

January 28, 2002

Mr. Patrick C. Williams
Manager, Compliance and Enforcement
Utilities Division



Mr. Williams,

I have attached copies of the Warranty Deed that transfers the land and buildings that Jim and Peggy sold to us as part of the Company sale. I have also included a copy of the contract that identifies the sale as well. I'm not sure if the 11 copies to Docket Control are necessary or not so, I am including them in with the copies to you. Please forward them to Docket Control if you think they are required. I sent the one copy to the Compliance Section in a separate envelope. Please call if you see something that we need to do, we really are trying to do things correctly.

Thank you again for all your help, it is appreciated.

Respectfully,


Claude L. Myers
General Manager

4A



INDEXED
2001053880 BK 3846 PG 976
OFFICIAL RECORDS OF MOHAVE COUNTY
JOAN MC CALL, MOHAVE COUNTY RECORDER
08/31/2001 04:29P PAGE 1 OF 4
FIRST AMERICAN TITLE INS CO
RECORDING FEE 12.00

When recorded, return to:
Mt. Tipton Water Company
P. O. Box 38
Dolan Springs, AZ 86441

MICROFILMED

163464

WARRANTY DEED

For and in consideration of Ten Dollars, and other valuable considerations, I or we,

JIMMY D. HAMM and MARGARET M. HAMM, husband and wife,

the GRANTOR

do hereby convey to

MT. TIPTON WATER COMPANY, INC., an Arizona non-profit corporation

the GRANTEE

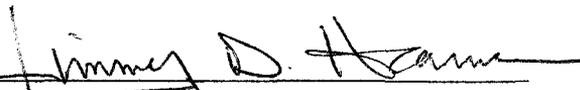
the following described real property situate in Mohave County, Arizona:

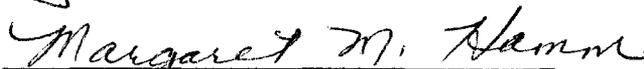
See attached EXHIBIT "A"

SUBJECT TO: Existing taxes, assessments, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters above set forth.

Dated: August 23, 2001

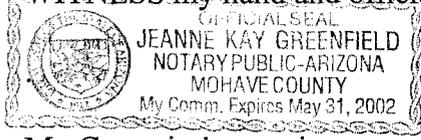

Jimmy D. Hamm


Margaret M. Hamm

STATE OF ARIZONA)
)ss.
County of Mohave)

On August 23, 2001, before me, the undersigned Notary Public, personally appeared JIMMY D. HAMM and MARGARET M. HAMM, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



My Commission expires:

May 31, 2002

Jeanne Kay Greenfield
Notary public

EXHIBIT "A":

No. 291-000-163464

PARCEL NO. 1:

The Southwest quarter of the Northeast quarter (SW1/4 NE1/4) of Section 31, Township 26 North, Range 18 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

PARCEL NO. 2:

That portion of the Northwest quarter (NW1/4) of Section 31, Township 26 North, Range 18 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona, lying Southerly and Easterly of the following described line:

BEGINNING at a point on the West line of said Section 31 which lies a distance of 1600 feet South of the Northwest corner of said Section 31;

thence North 87 degrees 15 minutes 30 seconds East a distance of 925.71 feet;

thence South 50 degrees 58 minutes 45 seconds East a distance of 70.22 feet;

thence South 89 degrees 56 minutes East a distance of 277.92 feet;

thence North 00 degrees 04 minutes East a distance of 358.68 feet;

thence South 69 degrees 21 minutes 45 seconds East a distance of 220.02 feet more or less to a point on the North line of the South half of the Northwest quarter (S1/2 NW1/4) of said Section 31;

thence East along said North line to a point on the North-South Mid-Section line of said Section 31 and the end of this line description.

EXCEPT that portion thereof described as follows:

BEGINNING at a point which lies South 39 degrees 44 minutes East a distance of 1919.70 feet from the Northwest corner of said Section 31;

thence East a distance of 802.00 feet;

thence South a distance of 420.00 feet;

thence West a distance of 802.00 feet;

thence North a distance of 420.00 feet to the Point of Beginning.

EXHIBIT "A":

No. 291-000-163464

EXCEPTING FROM PARCELS 1 and 2, one-half of all gas, oil, and minerals as reserved in Deed recorded in Book 56 of Deeds, page 486.

PARCEL NO. 3:

Lot 8, Block "F" of LAKE MOHAVE RANCHOS DOLAN SPRINGS ESTATES UNIT ONE, TRACT 1033, according to the plat thereof, recorded February 7, 1967, at Fee No. 20994 in the office of the County Recorder of Mohave County, Arizona.

EXCEPT all gas, oil, metals and mineral rights as reserved to the State of Arizona, in the Patent to said land recorded in Book 57 of Deeds, Page 285.

PARCEL NO. 4:

That portion of Lot 6, Block "F" of LAKE MOHAVE RANCHOS DOLAN SPRINGS ESTATES, UNIT ONE, TRACT 1033, according to the plat thereof, recorded February 7, 1967, at Fee No. 20994 in the office of the County Recorder of Mohave County, Arizona, more particularly described as follows:

Beginning at the most Southerly corner of said Lot 6;

thence North 50 degrees 05 minutes 20 seconds East along the Southeasterly line of said Lot 6, 54.00 feet to a point;

thence North 39 degrees 54 minutes 40 seconds West, 117.00 feet to a point on the Northwesterly line of said Lot 6;

thence South 29 degrees 56 minutes 45 seconds West, 57.52 feet to the most Westerly corner of said Lot 6;

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EXCEPT all gas, oil, metals and mineral rights as reserved to the State of Arizona, in the Patent to said land recorded in Book 57 of Deeds, Page 285.

When recorded, mail to:

Name: _____

Address: _____

City/State/Zip Code: _____

Space above this line for Recorder's use

CONTRACT

and
AGREEMENT OF SALE

THIS CONTRACT, made and entered into this 5 day of July, ~~19~~ 2001, by and between Mount Tipton Water Co., Inc, an Arizona non-profit corporation

the First party, and Jimmy D. and Margaret M. Hamm, husband and wife

the Second party:

WITNESSETH: That the First Party agrees to pay to the Second Party the sum of Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00), and the

Second Party agrees as follows: As 100% shareholders of the Dolan Springs Water Co., Inc, an Arizona corporation, the Second Party agrees to sell all stock of the Dolan Springs Water Co., Inc with accompanying deeds, Certificate of Need and Necessity and Mohave County franchise to the First Party. The Second Party also sells property being 107+ acres (parcel 328-07-027), office/home complex with driveway (parcel 319-20-110A and parking lot (parcel 319-20-108C) to the First Party. //

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

1. All assets/properties are being sold and accepted in "As Is" condition. First Party agrees to pay all closing costs involved in the sale with the exception of property tax on parcels 328-07-027, 319-20-110A and 319-20-108C which will be prorated to date of sale. Second Party will pay prorated taxes with their personal check. All records, bank account, assets and liabilities of the Dolan Springs Water Co., Inc will be transferred to Mount Tipton Water Co., Inc. upon receipt of payment in full. //

2. **ATTORNEY FEES:** In the event of a breach of this Contract by either party, the offended party may either elect to cancel this Contract by serving a Ten (10) day written notice upon the offending party to cure the alleged breach, or pursue those remedies available in a Court of Law, including, but not limited to, an order requiring the specific performance of the contract terms by the offending party, in addition to all Court costs and reasonable attorney fees.
3. **SAVINGS CLAUSE:** In the event any provision of this Contract should be held invalid, such invalidity shall not affect the remaining provisions hereof, it being the intent of the parties that each of the provisions and covenants shall be independent of each of the others so that all valid provisions shall be strictly enforced, irrespective of the invalidity of any other provision.

IN WITNESS WHEREOF, the parties have executed this Contract this 5 day of July, 19 2001.

William Rodgers
 William Rodgers First Party, President
Herman Jackowiak
 Herman Jackowiak First Party, Sec/Treas

Jimmy D. Hamm
 Jimmy D. Hamm Second Party
Margaret M. Hamm
 Margaret M. Hamm Second Party

State of ARIZONA)
) ss.
 County of MOHAVE)

ACKNOWLEDGMENT

On this 5th day of July, ~~19~~ 2001, before me, the undersigned Notary Public, personally appeared, William Rodgers and Herman Jackowiak, as President and Secretary/Treasurer of Mount Tipton Water Co., Inc.

to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ~~he/she~~ (they) executed the same for the purposes therein contained.

My Commission Expires: April 23, 2003

Geraldine Cobb
 Notary Public
 OFFICIAL SEAL
GERALDINE COBB
 Notary Public - State of Arizona
 MOHAVE COUNTY
 My Comm. Expires April 23, 2003

State of ARIZONA)
) ss.
 County of MOHAVE)

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On this 5th day of July, ~~19~~ 2001, before me, the undersigned Notary Public, personally appeared, Jimmy D. Hamm and Margaret M. Hamm

to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ~~he/she~~ (they) executed the same for the purposes therein contained.

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 Notary Public - State of Arizona
 MOHAVE COUNTY
 My Comm. Expires April 23, 2003

Concur: Victor Nicholson
 Peter Homer
 Floyd Nash
 John Mershon Sr
 David Estenson

Victor Nicholson, Director
Peter Homer, Director
Floyd Nash, Vice-President
John Mershon Sr, Director
David Estenson, Director



2001053880 BK 3946 PG 976
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JOAN MC CALL, MOHAVE COUNTY RECORDER
08/31/2001 04:29P PAGE 1 OF 4
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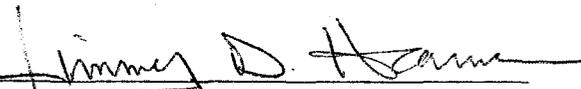
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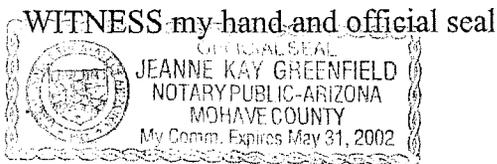
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Jimmy D. Hamm


Margaret M. Hamm

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)ss.
County of Mohave)

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My Commission expires:

May 31, 2002

Jeanne Kay Greenfield
Notary public

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 William Rodgers First Party, President
Herman Jackowiak
 Herman Jackowiak First Party, Sec/Treas

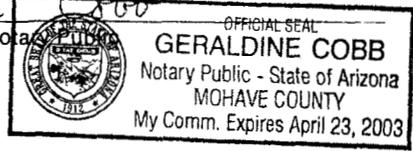
Jimmy D. Hamm
 Jimmy D. Hamm Second Party
Margaret M. Hamm
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State of ARIZONA)
)
 County of MOHAVE)

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My Commission Expires: April 23, 2003

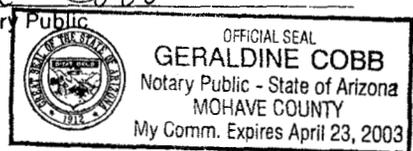
Geraldine Cobb
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State of ARIZONA)
)
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 David Estenson

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Floyd Nash, Vice-President
John Mershon Sr, Director
David Estenson, Director