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Antelope Water Company
P O Box 843
Wellton, AZ 85356

May 5, 2014

Docket Control
Arizona Corporation Commission
Utilities Division
1200 W. Washington
Phoenix, AZ 85007

ORIGINAL


RE: Decision No. 74366 Docket # W-020057A-13-0201

Dear Sirs:

Enclosed please find the original and 13 copies of the executed Water Service Agreement between Antelope Water Company and AEA Federal Credit Union as ordered in the above decision.

Respectfully, 
Antelope Water Company
John Kulberg 928-750-5855 (personal cell)

Arizona Corporation Commission
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MAY 07 2014

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AZ CORP COMMISSION
DOCKET CONTROL

AGREEMENT FOR WATER SERVICE

This Agreement for Water Service ("Agreement") is made and entered into by and between AEA Federal Credit Union ("AEA") and Antelope Water Company, an Arizona non-profit corporation ("Antelope").

RECITALS:

WHEREAS, AEA owns lots within the Antelope Heights and Antelope Acres Subdivisions in Yuma County, Arizona (the "Subdivisions") which lack water service:

WHEREAS, AEA owns an approximately 50,000 gallon water tank, 2,500 gallon pressure tank and a 20' x 20' metal building (collectively the "Equipment") which AEA purchased/acquired in the event AEA, or another developer, was to establish a water service for the Subdivision;

WHEREAS, Antelope is a licensed water utility (State of Arizona Corporation Commission License W-02005 A) which has a service area including the Subdivision, but only has limited capacity; and

WHEREAS, Antelope is willing to provide AEA with water service to 5 lots within the Subdivision upon the terms and conditions of this Agreement.

NOW, therefore in consideration of the terms and conditions set forth herein the parties agree as follows:

1. **Incorporation of Recitals.** The parties agree the Recitals as set forth above are true and accurate and are hereby incorporated by reference as part of this Agreement.
2. **Transfer of Equipment.** AEA agrees to transfer possession and ownership of the Equipment to Antelope upon execution of this Agreement. AEA further

agrees to execute a Bill of Sale or any other documentation requested by Antelope to evidence the transfer of ownership of the Equipment to Antelope. Antelope agrees to take possession and ownership of the Equipment "as is" and "where is" without any representation or warranty from AEA other than AEA is the owner of the Equipment. Antelope further agrees to pay any and all costs necessary to move or relocate the Equipment to a location selected by Antelope.

3. **Water Service.** Antelope agrees as consideration for the Equipment, Antelope will provide water service to the following 5 Lots, as shown in Exhibit "A" attached hereto and incorporated herein by this reference (collectively the "Lots"):

1. Lots 44, 45, 46 and 47 Antelope Acres.
2. Parcel "A" according to the plat of record, Yuma County, Book 7 of Plats, Page 100 (Yuma Co. APN 683-19-002).

Upon written request, Antelope agrees to provide water service to a water meter set at the boundary of such Lots. AEA, or a subsequent purchaser/s of the Lots, shall be responsible to connect to the meter and all other costs necessary to connect to the meter. AEA, or a subsequent purchaser/s of the Lots, shall timely pay all regular service charges and fees to Antelope for the delivery of water to the Lots. Antelope agrees to continue to supply water to such Lots for the duration of Antelope's franchise/license from the State of Arizona provided all services charges and fees are paid to Antelope. Antelope agrees if it sells its' water service/utility, or is subsequently acquired by another water company/utility, or merges with another water company/utility, this Agreement shall be binding upon any purchaser, successor or merged water company/utility. Antelope agrees upon the execution of this Agreement AEA shall not be obligated to pay any further allotment fees or costs to Antelope.

4. **Consent to Reduction of Service Area.** AEA consents and agrees to any reduction in Antelope's service area to exclude all lots within the Subdivisions, except the Lots set forth in Section 3.

5. **Notices.** All notices allowed or required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by a recognized overnight courier and addressed as follows:

(a) AEA Federal Credit Union
Attn: Brian Mendivil, CEO
P.O. Box 13000
Yuma, Arizona 85366-3000

(b) Antelope Water Company
Attn: Kevin Konow, President
36391 Antelope Drive
Wellton, Arizona 85356

6. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of Arizona.

7. **Jurisdiction and Venue.** Any action to enforce or interpret any provision of this Agreement, or the rights and obligations of the parties hereto, shall be commenced and completed in the Superior Court of the State of Arizona, in and for the County of Yuma, and not elsewhere. Each party specifically submits themselves to the jurisdiction of said Court and waives any objection to venue.

8. **Attorney's Fees.** If any party commences an action to enforce any term or condition of this Agreement, the prevailing party in such action shall be entitled to recover a reasonable additional sum as and for its attorney's fees and cost, said sum to be fixed by the Court.

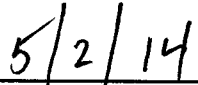
9. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of AEA and Antelope.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall not be amended or modified except upon the written approval of each party.

11. **Counterpart and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and/or by facsimile signature all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof.

AEA Federal Credit Union

By:  Brian Mendivil, CEO


Date

Antelope Water Company

By:  Kevin Konow, President



Date

EXHIBIT "A"

