

NEW APPLICATION



0000165777

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

SUSAN BITTER SMITH - CHAIRMAN  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE

ORIGINAL

2015 AUG 14 P 4: 20

AZ CORP COMMISS.  
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

AUG 14 2015

DOCKETED BY [Signature]

IN THE MATTER OF THE APPLICATION OF  
TRICO ELECTRIC COOPERATIVE, INC. FOR  
AN EXTENSION OF ITS CERTIFICATES OF  
CONVENIENCE AND NECESSITY IN AREAS  
OF PINAL COUNTY, ARIZONA.

DOCKET NO. E-01461A-15-0292

APPLICATION

Trico Electric Cooperative, Inc. ("Trico"), requests an extension of its Certificate of Convenience and Necessity ("CCN") to serve a portion of Pinal County, Arizona including a portion of both the Sundance Ridge development and the SaddleBrooke development. This request is made pursuant to A.R.S. §§ 40-281 and 40-282 and A.A.C. R14-2-202. In support of its Application, Trico states the following:

1. Trico is a non-profit, member-owned electric distribution cooperative, which provides electric service to approximately 43,370 meters over 3,711 miles of distribution lines and 31 miles of transmission lines.

2. CDO Ranch is the developer of Sundance Ridge, a subdivision consisting of 85.7 acres located in Pinal County. Attached as *Exhibit 1* is CDO Ranch's signed application to Trico requesting electric service.

3. CDO Ranch is now developing Sundance Ridge, which is located in portions of Sections 13, 14, and 23, in Range 14 East, Township 10 South of Pinal County, Arizona. CDO Ranch has also received correspondence from the San Carlos Irrigation Project ("SCIP") that SCIP lacks the capacity to serve CDO Ranch. That letter, dated September 4, 2014, is attached as *Exhibit 2*.

1           4.       SaddleBrooke Development Company (“SDC”) is an Arizona corporation that is  
2 the developer of SaddleBrooke, a subdivision consisting of 2,500 acres located in Pinal County.  
3 Trico is already serving a majority of SaddleBrooke and SDC has requested that Trico provide  
4 electric service to the entire development which is located in portions of Sections 13, 14, 23, 26,  
5 and 27, in Range 14 East, Township 10 South of Pinal County, Arizona. SDC is now developing  
6 the final plat for the SaddleBrooke development – known as SaddleBrooke Unit 45. SDC has  
7 reiterated to Trico its desire to have Trico serve the entire development. Attached as *Exhibit 3* is a  
8 letter from SDC requesting Trico provide service to the SaddleBrooke Unit 45 development.

9           5.       Trico formerly held a CCN to serve the CCN extension area in this case. The CCN  
10 was deleted on the assumption that SCIP would serve these areas. However, as noted above, SCIP  
11 lacks capacity to serve, and Trico is willing and able to serve the proposed extension area.

12           6.       Specifically, in Decision No. 55722 (September 10, 1987) the Commission granted  
13 Trico a CCN to provide electric service in Range 14 East, Township 10 South at Sections 22, 23,  
14 24, 25, 26, 27, 34, 35 and 36 – or what is essentially all of the southeastern portion of Range 14  
15 East, Township 10 South, in Pinal County.

16           7.       Trico was also awarded a CCN to serve the entire western portion of Range 14  
17 East, Township 10 South – including Sections 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31,  
18 32 and 33 – in Decision No. 58640 (May 27, 1994). But that decision also deleted Sections 1, 2,  
19 3, 10, 11, 12, 13, 14 and 15 – which had been previously awarded to Trico in Decision No. 58114  
20 (December 11, 1992). The Commission in Decision No. 58640 (which also involved Arizona  
21 Public Service Company) explained the modifications were due to circumstances involving SCIP,  
22 but that the areas deleted from Trico’s CCN are not otherwise certificated to any other public  
23 service corporation. To date, Trico knows of no public service corporation that is serving or has a  
24 CCN for any areas in Sections 1-3 or 10-15 in Range 14 East, Township 10 South, Pinal County,  
25 Arizona.

26           8.       In Decision 61910 (August 27, 1999), the Commission awarded Trico a CCN  
27 extension for Sections 32, 33 and 34 in Range 14 East, Township 9 South, so that it could serve

1 portions of any development located in those Sections. Therefore, Trico has a CCN to provide  
2 electric service to Sections 4, 5, 8, 9, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,  
3 32, 33, 34, 35, 36 in Range 14 East, Township 10 South, and Sections 32, 33 and 34 in Range 14  
4 East, Township 9, South. Attached as *Exhibit 4* is a map showing Trico's current CCN in the  
5 vicinity of Sundance Ridge and SaddleBrooke, as well as the requested CCN extension area.

6 9. Trico's CCN also allows it to provide electric service in additional areas – as  
7 approved in Decision Nos. 35743, 39532, 51977, 57810, 64064, 65985 and 69382. Overall, Trico  
8 holds CCNs for approximately 2,375 square miles. Trico continues to provide excellent, member-  
9 focused service in its service area, in compliance with all applicable rules and regulations, as it has  
10 for the last seventy years.

11 10. Trico already has the following facilities in place that it will use to serve Sundance  
12 Ridge and SaddleBrooke Unit 45:

- 13 • Underground 25kV distribution facilities with sufficient capacity to provide the  
14 electrical source for SaddleBrooke Unit 45.
- 15 • Underground spare conduits exist from Trico's nearest 25kV source to the  
16 perimeter of Sundance Ridge development and will be utilized for the extension  
17 of underground 25kV distribution.

18 11. Trico anticipates that approximately 0.45 miles of off-site underground 25kV  
19 facilities will be required to be installed to serve the Sundance Ridge development. No additional  
20 extension of facilities are necessary to serve the SaddleBrooke Unit 45 development.

21 12. The estimated costs of the facilities related to extend service to Sundance Ridge is  
22 \$40,000. To the extent necessary, Trico can obtain funding for such facilities from the U.S.  
23 Department of Agriculture, Rural Utilities Service ("RUS"), the National Rural Utilities  
24 Cooperative Finance Corporation, and from the application of its Rules, Regulations and Line  
25 Extension Policies.

1           13.    The management contact for Trico is:

2                   Mr. Vincent Nitido  
3                   CEO/General Manager  
4                   Trico Electric Cooperative, Inc.  
5                   8600 West Tangerine Road  
6                   Marana, Arizona 85658.  
7                   (520) 744-2944

8           14.    Trico's attorneys are:

9                   Jason D. Gellman  
10                  Michael W. Patten  
11                  Snell & Wilmer, LLP  
12                  One Arizona Center  
13                  400 East Van Buren Street, Suite 1900  
14                  Phoenix, Arizona 85004  
15                  (602) 382-6000

16   All data requests or other requests for information should be directed to:

17                   Jason D. Gellman  
18                   Michael W. Patten  
19                   Snell & Wilmer, LLP  
20                   One Arizona Center  
21                   400 East Van Buren Street, Suite 1900  
22                   Phoenix, Arizona 85004  
23                   (602) 382-6000

24   With a copy to:

25                   Mr. Vincent Nitido  
26                   CEO/General Manager  
27                   Trico Electric Cooperative, Inc.  
                    8600 West Tangerine Road  
                    Marana, Arizona 85658.  
                    (520) 744-2944

          15.    Trico's current rates were approved in Decision No. 71230 (August 6, 2009). Trico intends to charge new customers the same rates as approved in Decision No. 71230 and as set forth in Trico's tariffs approved by and on file with the Commission.

          16.    Yearend financial statements setting forth the financial condition of Trico are attached as *Exhibit 5* to the Application, on RUS Form 7 for the month ending December 2014.

1           17.    Applicable city and county franchises for the extension area requested are attached  
2 as *Exhibit 6* to the Application.

3           18.    Trico anticipates the following number of new customers will be served for each of  
4 the five years of operation within the extension area requested:

5                   Year One:    15

6                   Year Two:   13

7                   Year Three: 11

8                   Year Four:   9

9                   Year Five:   7

10          19.    No electric distribution facilities are necessary to be installed upon State-owned  
11 lands or Federal-owned lands in connection with providing electric service to Sundance Ridge or  
12 SaddleBrooke Unit 45.

13          20.    Trico will provide all necessary and required notice, including any proof of  
14 publication of notice to be filed with the Commission.

15          21.    Trico is a fit and proper entity to provide service to Sundance Ridge and  
16 SaddleBrooke Unit 45. Trico has been providing electric service in the vicinity for over 20 years.  
17 There is no other public service corporation to Trico's knowledge providing service, or planning  
18 to provide service, in this area. Further, Trico is in compliance with all applicable Commission  
19 orders, rules and regulations.

20          22.    Trico submits that approving the application is in the public interest. Approving the  
21 application will ensure that all customers within the Sundance Ridge and SaddleBrooke Unit 45  
22 developments are served by the same electric service provider, and that the rates and charges for  
23 all such customers are consistent. Further, that approving Trico's request will ensure safe and  
24 reliable electric service for all customers within this area, in accordance with its rules and  
25 regulations, and line extension policies, and promote administrative efficiency.

26          23.    A legal description showing the requested extension area is attached as *Exhibit 7*.

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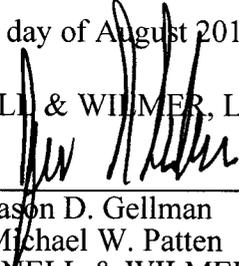
- 24. A Certificate of Good Standing from the Corporations Division is attached as *Exhibit 8*.
- 25. Trico's officers are shown on *Exhibit 9*.
- 26. No additional city, county or state approvals are required to extend service.

WHEREFORE, Trico requests that the Commission:

- (1) approve its Application, after notice and opportunity to be heard, in accordance with A.A.C. R14-2-212(E).
- (2) grant Trico additional relief as the Commission deems just and proper.

RESPECTFULLY SUBMITTED this 14<sup>th</sup> day of August 2015.

SNELL & WILMER, LLP

By  \_\_\_\_\_

Jason D. Gellman  
Michael W. Patten  
SNELL & WILMER, LLP  
One Arizona Center  
400 East Van Buren Street, Suite 1900  
Phoenix, Arizona 85004

Attorneys for Trico Electric Cooperative, Inc.

1 Original and thirteen copies of the foregoing  
filed this 14<sup>th</sup> day of August 2015, with:

2  
3 Docket Control  
4 Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

5 Copy of the foregoing hand-delivered  
This 14<sup>th</sup> day of August 2015, to:

6  
7 Lyn Farmer, Esq.  
8 Chief Administrative Law Judge  
Hearing Division  
9 Arizona Corporation Commission  
400 West Congress  
Tucson, Arizona 85701

10 Janice Alward, Esq.  
11 Chief Counsel  
Legal Division  
12 Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

13  
14 Thomas Broderick  
Director, Utilities Division  
15 Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

16

17

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19

By *Jaclyn Howard*

20

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27

## **Exhibit 1**

Y# 48551

A1413  
11-0204  
CNE/PYE



### Application for Line Extension

Residential Subdivision or Development

## PROJECT & OWNER INFORMATION

Project/Subdivision Name SUNDANCE RIDGE

Project Location SADDLEBROOK Township 10S Range 14E Sections 13

Date you will begin construction AUGUST 2015 Date Trico Electric will need facilities on site OCTOBER 2015

## CONTACT & ENGINEERING INFORMATION

Applicant Name CLARK REDDIN

Development Company's Legal Name CANADA PARTNERS L.P.

Phone (520) 838-6199 Fax (520) 838-6189 E-mail CREDDIN@CDO.RANCH.CO

Address P.O. Box 689 City ORACLE State AZ Zip 85623

Contractor Name TBD Contact \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ E-mail \_\_\_\_\_

Engineering Firm RICK ENGINEERING Contact CHUCK MARTIN *see disk*

Phone (520) 795-1000 Fax (520) 322-6956 E-mail CMARTIN@RICKENGINEERING.COM

## DESIGN & PLANNING INFORMATION

### Lot Information:

Number of lots/ units 55 Size of homes / units from 2000 sq. ft. to 4000 sq. ft.

Typical lot size  Small  Medium  Large Sq. Feet 51,250 Lots per acre .8

### Type of Housing or Project:

- Apartments
- Single family detached homes
- Condominiums
- Multi-Plex Units
- Custom homes
- Manufactured homes
- Industrial Park
- Commercial

## ELECTRIC LOAD INFORMATION

Service Entrance (amps) 200-400 Service Voltage  120/240V-3W-Single Phase (Standard)

**Check all that apply:**

- All Electric Homes (20 % of homes that will be all electric)  Pool/Spa  
 Air Conditioner (size from 2 tons to 6 tons)  Heat Pump (4 tons)  
 Other electric load (specify) \_\_\_\_\_ Heat Strips (\_\_\_\_\_ kW)

**Common Usage Area Electric Load:**

- Lift Station  Club House  Rec Building  Park Site  Irrigation  
 Traffic Signal  Street Lighting  Area Lighting  Entrance Monument/Gate  
 3 phase well (\_\_\_\_\_hp)  1 phase well (\_\_\_\_\_hp)  Waste Water Treatment Plant  
 Other (specify) \_\_\_\_\_

## ATTACHMENTS

**Please provide the following:**

- A. Complete set of subdivision improvements plans, including water, sewer, paving, and grading plans. (Include AutoCAD 2000 or later version on disk or via e-mail of base drawing file)
- B. Detail civil drawings or site plan showing roads, driveways, location of structures, proposed location of electric meters, easements, and building setback lines (Meter locations are subject to approval)
- C. Landscaping plans including meter locations for irrigation system and entrance monuments
- D. Street light and traffic signal plans.

## SCHEDULES, PRE-CONS, AND INSPECTIONS

- E. Trico is required to furnish plans, specifications, and cost estimates within 45 days of receipt of approved development plans, the signed application, and payment of the subdivision application fee.
- F. A preconstruction meeting (pre-con) must be arranged by the developer or his contractor prior to commencing any trenching or conduit installation for the electric distribution. Pre-con invitees shall include all pertinent utilities, the developer, pertinent contractors, and the engineering firm.
- G. Trico shall appoint a field inspector to inspect all distribution installation requirements of the developer. Trico may reject any developer installed electric facility or trench that has not been properly inspected.

LINE EXTENSION FEES

A \$75.00 per/lot nonrefundable application fee along with this signed application will be required to begin the design process. An application fee will be estimated for Spine-only projects. Application fees will be applied to the final estimate of installation of facilities.

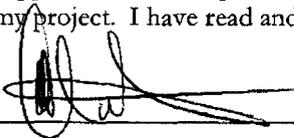
As of August 1, 2009, all line extensions, including subdivisions, are required to advance the entire cost of installation of distribution facilities as a nonrefundable contribution, prior to construction. A trenching and conduit system will be required by the developer at no expense to Trico. See the Electric Distribution Plan for installation requirements, Trico specifications, and the electrical routing.

If you are agreeable to the estimated cost of facilities installation and your project has progressed to a Final Design stage with Trico, a line extension agreement will be prepared for your signature and final payment. Such agreement shall explain the terms, responsibilities of Trico and the developer, and an estimated completion date of the line extension proposed by Trico.

**\*NOTE: TRICO WILL PROVIDE DEVELOPER (1) ONE REPRODUCIBLE SET OF MAPS FOR PROJECT. ADDITIONAL COPIES WILL BE AVAILABLE FOR PURCHASE THROUGH THOMAS REPROGRAPHICS.**

I understand that Trico's electric distribution plan will be designed, estimated, and constructed based upon the information provided with this application. Incomplete information or changes made at my request may result in re-design fees and may delay my project. I have read and understand the above application and applicable fees.

07-14-2009 LD

Applicant's signature  Date \_\_\_\_\_

Print Name Chuck Reddin

## **Exhibit 2**



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
SAN CARLOS IRRIGATION PROJECT  
13805 North Arizona Boulevard  
Coolidge, Arizona 85228



IN REPLY REFER TO:

*Office of the Project Manager  
(520) 723-6200*

September 4, 2014

Canada Partners, LLC  
PO Box  
Attn: Clark Reddin  
PO Box 689  
Oracle, AZ 85623

Re: Lack of capacity to provide electric service to CDO Ranch (360 acre development)

Dear Mr. Reddin:

Thank you for your consideration of utilizing the San Carlos Irrigation Project, (SCIP) to provide electric service to the above referenced development, located near the existing Saddlebrook development. After careful consideration SCIP has determined that its system lacks adequate capacity to provide reliable service to this development. Accordingly, SCIP has no opposition to your organization selecting TRICO Electric Cooperative (TRICO), to provide electric service to this development.

Respectfully,

  
Project Manager,

## **Exhibit 3**



**Peter M. Gerstman**  
Executive Vice President  
General Counsel  
(480) 895-4297  
Email: [Peter.Gerstman@Robson.com](mailto:Peter.Gerstman@Robson.com)

August 5, 2015

*Via Email and US Mail*

Trico Electric Cooperative, Inc.  
8600 W. Tangerine Road  
Marana, Arizona 85658  
Attention: Frank Gonzales, Supervisor of Distribution Design

Re: CC&N Expansion for Balance of SaddleBrooke Unit 45

Dear Mr. Gonzales:

I am writing this letter on behalf of SaddleBrooke Development Company, the master developer of the SaddleBrooke Resort Community, including the portion referred to as The Preserve at SaddleBrooke. Without limiting the foregoing, SaddleBrooke Development Company is the developer of SaddleBrooke Unit 45, which is part of The Preserve at SaddleBrooke. SaddleBrooke Development Company hereby requests that Trico Electric Cooperative, Inc. be the electric service provider for the portion of Saddle Brooke Unit 45 that lies in Section 13 of Township 10 South, Ranch 14 East, as it is for the remainder of Unit 45 and the remainder of The Preserve. Please contact me if you have any questions regarding this request. Thank you.

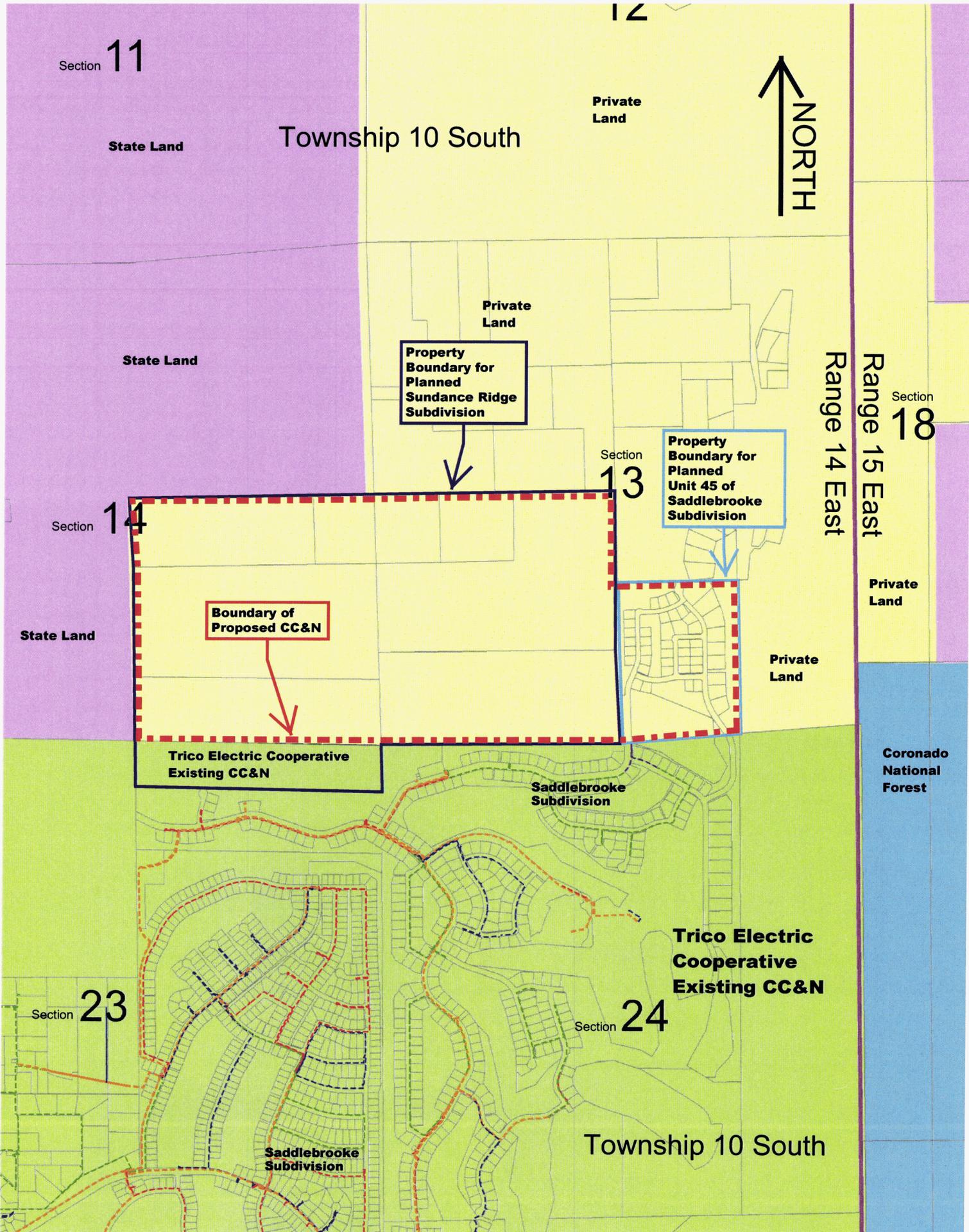
Sincerely,



Peter M. Gerstman

PMG/ds

## **Exhibit 4**



Section 11

12



State Land

Township 10 South

Private Land

State Land

Property Boundary for Planned Sundance Ridge Subdivision

Private Land

Range 14 East

Range 15 East

Section 18

Section 13

Property Boundary for Planned Unit 45 of Saddlebrooke Subdivision

Section 14

State Land

Boundary of Proposed CC&N

Private Land

Private Land

Trico Electric Cooperative Existing CC&N

Coronado National Forest

Saddlebrooke Subdivision

Trico Electric Cooperative Existing CC&N

Section 23

Section 24

Saddlebrooke Subdivision

Township 10 South

**Exhibit 5**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0032. The time required to complete this information collection is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE

**FINANCIAL AND OPERATING REPORT  
ELECTRIC DISTRIBUTION**

BORROWER DESIGNATION  
AZ0020

PERIOD ENDED December, 2014 (Prepared with Audited Data)

BORROWER NAME  
Trico Electric Cooperative, Inc.

INSTRUCTIONS - See help in the online application.

This information is analyzed and used to determine the submitter's financial situation and feasibility for loans and guarantees. You are required by contract and applicable regulations to provide the information. The information provided is subject to the Freedom of Information Act (5 U.S.C. 552)

**CERTIFICATION**

We recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Section 1001.

We hereby certify that the entries in this report are in accordance with the accounts and other records of the system and reflect the status of the system to the best of our knowledge and belief.

**ALL INSURANCE REQUIRED BY PART 1788 OF 7 CFR CHAPTER XVII, RUS, WAS IN FORCE DURING THE REPORTING PERIOD AND RENEWALS HAVE BEEN OBTAINED FOR ALL POLICIES DURING THE PERIOD COVERED BY THIS REPORT PURSUANT TO PART 1718 OF 7 CFR CHAPTER XVII**

(check one of the following)

All of the obligations under the RUS loan documents have been fulfilled in all material respects.

There has been a default in the fulfillment of the obligations under the RUS loan documents. Said default(s) is/are specifically described in Part D of this report.

Vincent Nitido

3/31/2015  
DATE

**PART A. STATEMENT OF OPERATIONS**

ITEM	YEAR-TO-DATE			THIS MONTH (d)
	LAST YEAR (a)	THIS YEAR (b)	BUDGET (c)	
1. Operating Revenue and Patronage Capital	87,083,256	87,155,687	95,434,991	5,685,671
2. Power Production Expense	(5,243)	29,067	15,612	771
3. Cost of Purchased Power	51,905,264	51,586,301	57,118,381	3,089,114
4. Transmission Expense	51,744	59,857	53,677	6,482
5. Regional Market Expense				
6. Distribution Expense - Operation	7,676,894	8,200,654	8,332,413	766,180
7. Distribution Expense - Maintenance	1,769,326	1,760,940	2,320,734	181,627
8. Customer Accounts Expense	2,580,887	2,431,189	2,582,533	222,631
9. Customer Service and Informational Expense	347,232	347,586	447,620	19,672
10. Sales Expense	338,826	306,765	377,887	31,248
11. Administrative and General Expense	5,009,460	5,324,461	5,580,545	538,537
<b>12. Total Operation &amp; Maintenance Expense (2 thru 11)</b>	<b>69,674,390</b>	<b>70,046,820</b>	<b>76,829,402</b>	<b>4,856,262</b>
13. Depreciation and Amortization Expense	6,503,112	6,559,506	6,605,190	552,827
14. Tax Expense - Property & Gross Receipts				
15. Tax Expense - Other	(38)	3		(1)
16. Interest on Long-Term Debt	5,154,823	4,966,587	5,247,279	420,091
17. Interest Charged to Construction - Credit				
18. Interest Expense - Other	3,182	2,364	9,600	(296)
19. Other Deductions	205,319	966,265	513,500	740,667
<b>20. Total Cost of Electric Service (12 thru 19)</b>	<b>81,540,788</b>	<b>82,541,545</b>	<b>89,204,971</b>	<b>6,569,550</b>
<b>21. Patronage Capital &amp; Operating Margins (1 minus 20)</b>	<b>5,542,468</b>	<b>4,614,142</b>	<b>6,230,020</b>	<b>(883,879)</b>
22. Non Operating Margins - Interest	163,339	198,590	157,090	20,856
23. Allowance for Funds Used During Construction				
24. Income (Loss) from Equity Investments				
25. Non Operating Margins - Other	80,069	114,633	138,300	13,000
26. Generation and Transmission Capital Credits	3,044,663	4,552,806		591,808
27. Other Capital Credits and Patronage Dividends	259,992	464,817	209,000	32,827
28. Extraordinary Items				
<b>29. Patronage Capital or Margins (21 thru 28)</b>	<b>9,090,531</b>	<b>9,944,988</b>	<b>6,734,410</b>	<b>(225,388)</b>

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE

FINANCIAL AND OPERATING REPORT  
ELECTRIC DISTRIBUTION

BORROWER DESIGNATION

AZ0020

PERIOD ENDED

December, 2014

INSTRUCTIONS - See help in the online application.

PART B. DATA ON TRANSMISSION AND DISTRIBUTION PLANT

ITEM	YEAR-TO-DATE		ITEM	YEAR-TO-DATE	
	LAST YEAR (a)	THIS YEAR (b)		LAST YEAR (a)	THIS YEAR (b)
1. New Services Connected	1,290	864	5. Miles Transmission	31.00	31.00
2. Services Retired	26	46	6. Miles Distribution - Overhead	1,593.00	1,596.00
3. Total Services in Place	45,493	46,322	7. Miles Distribution - Underground	2,088.00	2,115.00
4. Idle Services (Exclude Seasonals)	2,858	2,866	8. Total Miles Energized (5 + 6 + 7)	3,712.00	3,742.00

PART C. BALANCE SHEET

ASSETS AND OTHER DEBITS		LIABILITIES AND OTHER CREDITS	
1. Total Utility Plant in Service	228,309,648	30. Memberships	0
2. Construction Work in Progress	5,223,645	31. Patronage Capital	72,608,635
3. Total Utility Plant (1 + 2)	233,533,293	32. Operating Margins - Prior Years	0
4. Accum. Provision for Depreciation and Amort.	68,137,427	33. Operating Margins - Current Year	9,631,765
5. Net Utility Plant (3 - 4)	165,395,866	34. Non-Operating Margins	313,223
6. Non-Utility Property (Net)	0	35. Other Margins and Equities	6,866,873
7. Investments in Subsidiary Companies	0	36. Total Margins & Equities (30 thru 35)	89,420,496
8. Invest. in Assoc. Org. - Patronage Capital	36,050,767	37. Long-Term Debt - RUS (Net)	16,901,714
9. Invest. in Assoc. Org. - Other - General Funds	157,542	38. Long-Term Debt - FFB - RUS Guaranteed	47,393,686
10. Invest. in Assoc. Org. - Other - Nongeneral Funds	1,124,547	39. Long-Term Debt - Other - RUS Guaranteed	0
11. Investments in Economic Development Projects	0	40. Long-Term Debt Other (Net)	53,032,370
12. Other Investments	211,373	41. Long-Term Debt - RUS - Econ. Devel. (Net)	0
13. Special Funds	76,439	42. Payments - Unapplied	2,500,000
14. Total Other Property & Investments (6 thru 13)	37,620,668	43. Total Long-Term Debt (37 thru 41 - 42)	114,827,770
15. Cash - General Funds	6,213,382	44. Obligations Under Capital Leases - Noncurrent	0
16. Cash - Construction Funds - Trustee	0	45. Accumulated Operating Provisions and Asset Retirement Obligations	76,438
17. Special Deposits	22,478	46. Total Other Noncurrent Liabilities (44 + 45)	76,438
18. Temporary Investments	2,000,000	47. Notes Payable	0
19. Notes Receivable (Net)	0	48. Accounts Payable	5,047,190
20. Accounts Receivable - Sales of Energy (Net)	4,766,101	49. Consumers Deposits	1,698,680
21. Accounts Receivable - Other (Net)	84,468	50. Current Maturities Long-Term Debt	4,318,000
22. Renewable Energy Credits	0	51. Current Maturities Long-Term Debt - Economic Development	0
23. Materials and Supplies - Electric & Other	2,988,232	52. Current Maturities Capital Leases	0
24. Prepayments	5,166,413	53. Other Current and Accrued Liabilities	4,930,083
25. Other Current and Accrued Assets	135,772	54. Total Current & Accrued Liabilities (47 thru 53)	15,993,953
26. Total Current and Accrued Assets (15 thru 25)	21,376,846	55. Regulatory Liabilities	1,358,317
27. Regulatory Assets	0	56. Other Deferred Credits	3,030,104
28. Other Deferred Debits	313,698	57. Total Liabilities and Other Credits (36 + 43 + 46 + 54 thru 56)	224,707,078
29. Total Assets and Other Debits (5+14+26 thru 28)	224,707,078		

<p style="text-align: center;">UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE <b>FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION</b></p>	<p>BORROWER DESIGNATION  AZ0020</p>
<p>INSTRUCTIONS - See help in the online application.</p>	<p>PERIOD ENDED December, 2014</p>
<p><b>PART D. NOTES TO FINANCIAL STATEMENTS</b></p>	
<p>Estimated 2014 unbilled revenue for \$1.3 million is ot reported in Part C Line 20 for Revenue Classes 1-7.</p>	

<p style="text-align: center;">UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE <b>FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION</b></p>	<p>BORROWER DESIGNATION  AZ0020</p>
<p>INSTRUCTIONS - See help in the online application.</p>	<p>PERIOD ENDED December, 2014</p>
<p><b>PART D. CERTIFICATION LOAN DEFAULT NOTES</b></p>	

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL UTILITIES SERVICE  
**FINANCIAL AND OPERATING REPORT  
ELECTRIC DISTRIBUTION**

BORROWER DESIGNATION  
AZ0020  
PERIOD ENDED  
December, 2014

INSTRUCTIONS - See help in the online application.

**PART E. CHANGES IN UTILITY PLANT**

PLANT ITEM	BALANCE BEGINNING OF YEAR (a)	ADDITIONS (b)	RETIREMENTS (c)	ADJUSTMENTS AND TRANSFERS (d)	BALANCE END OF YEAR (e)
1. Distribution Plant	197,009,031	7,250,797	2,893,006	284,393	201,651,215
2. General Plant	10,386,869	1,516,614	617,996		11,285,487
3. Headquarters Plant	11,397,923	101,649			11,499,572
4. Intangibles	1,180				1,180
5. Transmission Plant	3,724,399	1,399	1,399	(284,393)	3,440,006
6. Regional Transmission and Market Operation Plant					
7. All Other Utility Plant	432,188				432,188
<b>8. Total Utility Plant in Service (1 thru 7)</b>	<b>222,951,590</b>	<b>8,870,459</b>	<b>3,512,401</b>	<b>0</b>	<b>228,309,648</b>
9. Construction Work in Progress	7,358,854	(2,135,209)			5,223,645
<b>10. Total Utility Plant (8 + 9)</b>	<b>230,310,444</b>	<b>6,735,250</b>	<b>3,512,401</b>	<b>0</b>	<b>233,533,293</b>

**PART F. MATERIALS AND SUPPLIES**

ITEM	BALANCE BEGINNING OF YEAR (a)	PURCHASED (b)	SALVAGED (c)	USED (NET) (d)	SOLD (e)	ADJUSTMENT (f)	BALANCE END OF YEAR (g)
1. Electric	3,010,749	2,598,653	198,882	2,694,996	6,006	(124,972)	2,982,310
2. Other	5,566	9,415		9,740		681	5,922

**PART G. SERVICE INTERRUPTIONS**

ITEM	AVERAGE MINUTES PER CONSUMER BY CAUSE				TOTAL (e)
	POWER SUPPLIER (a)	MAJOR EVENT (b)	PLANNED (c)	ALL OTHER (d)	
1. Present Year	14.400	32.800	0.000	47.400	94.600
2. Five-Year Average	8.000	52.500	0.000	60.900	121.400

**PART H. EMPLOYEE-HOUR AND PAYROLL STATISTICS**

1. Number of Full Time Employees	129	4. Payroll - Expensed	7,027,845
2. Employee - Hours Worked - Regular Time	264,325	5. Payroll - Capitalized	2,430,112
3. Employee - Hours Worked - Overtime	8,825	6. Payroll - Other	2,028,629

**PART I. PATRONAGE CAPITAL**

ITEM	DESCRIPTION	THIS YEAR (a)	CUMULATIVE (b)
1. Capital Credits - Distributions	a. General Retirements	1,500,000	28,901,049
	b. Special Retirements	81,780	682,780
	<b>c. Total Retirements (a + b)</b>	<b>1,581,780</b>	<b>29,583,829</b>
2. Capital Credits - Received	a. Cash Received From Retirement of Patronage Capital by Suppliers of Electric Power	154,564	
	b. Cash Received From Retirement of Patronage Capital by Lenders for Credit Extended to the Electric System	246,734	
	<b>c. Total Cash Received (a + b)</b>	<b>401,298</b>	

**PART J. DUE FROM CONSUMERS FOR ELECTRIC SERVICE**

1. Amount Due Over 60 Days	\$ 160,663	2. Amount Written Off During Year	\$ 85,095
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**ENERGY EFFICIENCY AND CONSERVATION LOAN PROGRAM**

1. Anticipated Loan Delinquency %		4. Anticipated Loan Default %	
2. Actual Loan Delinquency %		5. Actual Loan Default %	
3. Total Loan Delinquency Dollars YTD	\$	6. Total Loan Default Dollars YTD	\$

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>	BORROWER DESIGNATION  AZ0020
INSTRUCTIONS - See help in the online application	PERIOD ENDED December, 2014

**PART K. kWh PURCHASED AND TOTAL COST**

No	ITEM	SUPPLIER CODE	RENEWABLE ENERGY PROGRAM NAME	RENEWABLE FUEL TYPE	kWh PURCHASED	TOTAL COST	AVERAGE COST (Cents/kWh)	INCLUDED IN TOTAL COST - FUEL COST ADJUSTMENT	INCLUDED IN TOTAL COST - WHEELING AND OTHER CHARGES
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	Arizona Electric Pwr Coop, Inc (AZ0028)	796			533,395,000	43,391,543	8.13		
2	Tucson Electric Power Company	24211			169,010,000	8,169,387	4.83		
3	*Residential Renewable Supplier	700200			606,983	25,371	4.18		
	Total				703,011,983	51,586,301	7.34		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>		BORROWER DESIGNATION  AZ0020	
INSTRUCTIONS - See help in the online application		PERIOD ENDED December, 2014	
<b>PART K. kWh PURCHASED AND TOTAL COST</b>			
<b>No</b>	<b>Comments</b>		
1			
2			
3			

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>		BORROWER DESIGNATION AZ0020	
INSTRUCTIONS - See help in the online application.		PERIOD ENDED December, 2014	
<b>PART L. LONG-TERM LEASES</b>			
No	NAME OF LESSOR (a)	TYPE OF PROPERTY (b)	RENTAL THIS YEAR (c)
	<b>TOTAL</b>		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>		BORROWER DESIGNATION AZ0020	
INSTRUCTIONS - See help in the online application.		PERIOD ENDED December, 2014	
<b>PART M. ANNUAL MEETING AND BOARD DATA</b>			
1. Date of Last Annual Meeting 3/29/2014	2. Total Number of Members 37,977	3. Number of Members Present at Meeting 400	4. Was Quorum Present? Y
5. Number of Members Voting by Proxy or Mail	6. Total Number of Board Members 7	7. Total Amount of Fees and Expenses for Board Members \$ 105,250	8. Does Manager Have Written Contract? N

**RUS Financial and Operating Report Electric Distribution**

**Revision Date 2014**

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>			BORROWER DESIGNATION AZ0020		
INSTRUCTIONS - See help in the online application.			PERIOD ENDED December, 2014		
<b>PART N. LONG-TERM DEBT AND DEBT SERVICE REQUIREMENTS</b>					
No	ITEM	BALANCE END OF YEAR (a)	INTEREST (Billed This Year) (b)	PRINCIPAL (Billed This Year) (c)	TOTAL (Billed This Year) (d)
1	Rural Utilities Service (Excludes RUS - Economic Development Loans)	16,901,714	962,993	1,104,284	2,067,277
2	National Rural Utilities Cooperative Finance Corporation	30,129,079	1,423,262	951,647	2,374,909
3	CoBank, ACB	22,903,291	1,016,911	553,680	1,570,591
4	Federal Financing Bank	47,393,686	1,563,421	1,613,065	3,176,486
5	RUS - Economic Development Loans				
6	Payments Unapplied	2,500,000			
7	Principal Payments Received from Ultimate Recipients of IRP Loans				
8	Principal Payments Received from Ultimate Recipients of REDL Loans				
9	Principal Payments Received from Ultimate Recipients of EE Loans				
	<b>TOTAL</b>	<b>114,827,770</b>	<b>4,966,587</b>	<b>4,222,676</b>	<b>9,189,263</b>

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE		BORROWER DESIGNATION AZ0020		
FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION		PERIOD ENDED December, 2014		
INSTRUCTIONS - See help in the online application.				
PART O. POWER REQUIREMENTS DATABASE - ANNUAL SUMMARY				
CLASSIFICATION	CONSUMER SALES & REVENUE DATA	DECEMBER (a)	AVERAGE NO. CONSUMERS SERVED (b)	TOTAL YEAR TO DATE (c)
1. Residential Sales (excluding seasonal)	a. No. Consumers Served	41,013	40,717	
	b. kWh Sold			420,965,594
	c. Revenue			56,904,040
2. Residential Sales - Seasonal	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
3. Irrigation Sales	a. No. Consumers Served	15	15	
	b. kWh Sold			919,573
	c. Revenue			94,909
4. Comm. and Ind. 1000 KVA or Less	a. No. Consumers Served	2,270	2,246	
	b. kWh Sold			142,564,799
	c. Revenue			18,733,184
5. Comm. and Ind. Over 1000 KVA	a. No. Consumers Served	20	20	
	b. kWh Sold			105,068,819
	c. Revenue			9,593,734
6. Public Street & Highway Lighting	a. No. Consumers Served	34	34	
	b. kWh Sold			505,208
	c. Revenue			99,150
7. Other Sales to Public Authorities	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
8. Sales for Resale - RUS Borrowers	a. No. Consumers Served			
	b. kWh Sold			
	c. Revenue			
9. Sales for Resale - Other	a. No. Consumers Served	18	18	
	b. kWh Sold			1,725,231
	c. Revenue			132,074
10.	Total No. of Consumers (lines 1a thru 9a)	43,370	43,050	
11.	Total kWh Sold (lines 1b thru 9b)			671,749,224
12.	Total Revenue Received From Sales of Electric Energy (lines 1c thru 9c)			85,557,091
13.	Transmission Revenue			
14.	Other Electric Revenue			1,598,596
15.	kWh - Own Use			1,652,313
16.	Total kWh Purchased			703,011,983
17.	Total kWh Generated			369,928
18.	Cost of Purchases and Generation			51,675,225
19.	Interchange - kWh - Net			
20.	Peak - Sum All kW Input (Metered) Non-coincident <input type="checkbox"/> Coincident <input checked="" type="checkbox"/>			182,982

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION</b>	BORROWER DESIGNATION    AZ0020
INSTRUCTIONS - See help in the online application.	PERIOD ENDED    December, 2014

PART P. ENERGY EFFICIENCY PROGRAMS						
CLASSIFICATION	ADDED THIS YEAR			TOTAL TO DATE		
	No. of Consumers <i>(a)</i>	Amount Invested <i>(b)</i>	Estimated MMBTU Savings <i>(c)</i>	No. of Consumers <i>(d)</i>	Amount Invested <i>(e)</i>	Estimated MMBTU Savings <i>(f)</i>
1. Residential Sales (excluding seasonal)	1,893	66,087	16,750	14,205	6,153,462	160,896
2. Residential Sales - Seasonal						
3. Irrigation Sales						
4. Comm. and Ind. 1000 KVA or Less	1		119	43	588,508	243,801
5. Comm. and Ind. Over 1000 KVA				3	8,396,752	90,548
6. Public Street and Highway Lighting						
7. Other Sales to Public Authorities						
8. Sales for Resale – RUS Borrowers						
9. Sales for Resale – Other						
<b>10. Total</b>	<b>1,894</b>	<b>66,087</b>	<b>16,869</b>	<b>14,251</b>	<b>15,138,722</b>	<b>495,245</b>

RUS Financial and Operating Report Electric Distribution

Revision Date 2014

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE	BORROWER DESIGNATION AZ0020
<b>FINANCIAL AND OPERATING REPORT ELECTRIC DISTRIBUTION INVESTMENTS, LOAN GUARANTEES AND LOANS</b>	PERIOD ENDED December, 2014

INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.

**PART Q. SECTION I. INVESTMENTS (See Instructions for definitions of Income or Loss)**

No	DESCRIPTION (a)	INCLUDED (\$) (b)	EXCLUDED (\$) (c)	INCOME OR LOSS (\$) (d)	RURAL DEVELOPMENT (e)
<b>1</b>	<b>Non-Utility Property (NET)</b>				
	INTERNET SERVICE		34,438		
	ACCUM PROVISION DEPREC-INTERST		(34,438)		
	Totals		0		
<b>2</b>	<b>Investments in Associated Organizations</b>				
	PATRONAGE CAPITAL-AEPCO		29,216,391		
	PATRONAGE CAPITAL-SWT		5,987,075		
	PATRONAGE CAPITAL-NISC	180,274			
	PATRONAGE CAPITAL-CFC		561,549		
	PATRONAGE CAPITAL-NRTC	25,688			
	PATRONAGE CAPITAL-COBANK		79,789		
	MEMBERSHIP-NRUCFC		1,000		
	MEMBERSHIP-NRECA	10			
	MEMBERSHIP-GCSECA	100			
	MEMBERSHIP-NISC	25			
	MEMBERSHIP-NCSC	100			
	MEMBERSHIP-DESERT STAR ISO	1,000			
	MEMBERSHIP-SWTEPCO	100			
	CAPITAL TERM CERTIFICATES-CFC		1,124,547		
	GCSECA OFFICE BLDG OWNERSHIP	154,207			
	COBANK EQUITY		1,000		
	Totals	361,504	36,971,351		
<b>4</b>	<b>Other Investments</b>				
	FEDERATED STOCK	211,374			
	Totals	211,374			
<b>5</b>	<b>Special Funds</b>				
	DEFERRED COMPENSATION		76,438		
	Totals		76,438		
<b>6</b>	<b>Cash - General</b>				
	GENERAL FUNDS	5,801,579	250,000		
	CAPITAL CREDIT FUNDS	156,793			
	SECTION 125 DEPOSIT	3,010			
	WORKING FUNDS	2,000			
	Totals	5,963,382	250,000		
<b>7</b>	<b>Special Deposits</b>				
	POSTAGE DEPOSIT		8,000		
	WORKERS COMPENSATION-PREMIUM DEPOSIT	14,478			
	Totals	14,478	8,000		
<b>8</b>	<b>Temporary Investments</b>				
	AEPCO	2,000,000			
	Totals	2,000,000			
<b>9</b>	<b>Accounts and Notes Receivable - NET</b>				
	ACCOUNTS RECEIVABLE-OTHER	84,468			
	Totals	84,468			
<b>11</b>	<b>TOTAL INVESTMENTS (1 thru 10)</b>	8,635,206	37,305,789		

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT          ELECTRIC DISTRIBUTION          INVESTMENTS, LOAN GUARANTEES AND LOANS</b>	BORROWER DESIGNATION AZ0020
	PERIOD ENDED December, 2014

INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.

**PART Q. SECTION II. LOAN GUARANTEES**

No	ORGANIZATION (a)	MATURITY DATE (b)	ORIGINAL AMOUNT (\$) (c)	LOAN BALANCE (\$) (d)	RURAL DEVELOPMENT (e)
	<b>TOTAL</b>				
	TOTAL (Included Loan Guarantees Only)				

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL UTILITIES SERVICE  <b>FINANCIAL AND OPERATING REPORT</b> <b>ELECTRIC DISTRIBUTION</b> <b>INVESTMENTS, LOAN GUARANTEES AND LOANS</b>	BORROWER DESIGNATION AZ0020
	PERIOD ENDED December, 2014

INSTRUCTIONS - Reporting of investments is required by 7 CFR 1717, Subpart N. Investment categories reported on this Part correspond to Balance Sheet items in Part C. Identify all investments in Rural Development with an 'X' in column (e). Both 'Included' and 'Excluded' Investments must be reported. See help in the online application.

**SECTION III. RATIO**

RATIO OF INVESTMENTS AND LOAN GUARANTEES TO UTILITY PLANT [Total of Included Investments (Section I, 11b) and Loan Guarantees - Loan Balance (Section II, 5d) to Total Utility Plant (Line 3, Part C) of this report]	3.70 %
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**SECTION IV. LOANS**

No	ORGANIZATION (a)	MATURITY DATE (b)	ORIGINAL AMOUNT (\$) (c)	LOAN BALANCE (\$) (d)	RURAL DEVELOPMENT (e)
1	Employees, Officers, Directors	12/31/2015	1,552	1,153	
2	Energy Resources Conservation Loans				
	<b>TOTAL</b>		1,552	1,153	

## **Exhibit 6**

16



**OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
VIRGINIA ROSS**

When recorded return to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232

DATE/TIME: 10/08/2014 1053  
FEE: \$0.00  
PAGES: 17  
FEE NUMBER: 2014-057954



**TRICO ELECTRIC COOPERATIVE, INC.**  
**FRANCHISE AGREEMENT**

**WHEREAS**, Trico Electric Cooperative, Inc., an Arizona Corporation, is duly authorized to conduct business in the State of Arizona.

**WHEREAS**, Trico Electric Cooperative, Inc. has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for a renewal of its existing utility franchise for the purpose of constructing, operating, and maintaining electric lines and related appurtenances along, under, and across the public streets, alleys, and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "A" attached hereto (hereinafter "Application").

**WHEREAS**, after filing the Application for the public utility franchise, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the public utility franchise to be published in a newspaper of general circulation in Pinal County, Arizona, stating the time and place for consideration of the Application.

**WHEREAS**, the public hearing for consideration of the Application was scheduled for 9:30 a.m. on September 17, 2014 at the Pinal County Board of Supervisors Hearing Room, Administration Building No. 1, Florence, Arizona.

**WHEREAS**, said Application having come on regularly for hearing at 9:30 a.m. on September 17, 2014, and it appearing from the affidavit of the publisher of the Florence Reminder and Blade Tribune, that due and regular notice of such action has been published for at least once per week for three consecutive weeks prior to said hearing date, to wit: in the issues of the Florence Reminder and Blade Tribune, published on August 28, 2014, September 4, 2014 and September 11, 2014, and the matter being called for hearing at 9:30 a.m. on September 17, 2014, and an opportunity having been given to all interested parties to be heard.

**WHEREAS**, the Board of Supervisors of Pinal County has the power to create an electric franchise under Arizona Revised Statute §40-283, as well as other applicable statutory provisions.

**NOW, THEREFORE,**

**Section 1: DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

- A. County: Pinal County, Arizona.
- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors.
- D. Grantee: Trico Electric Cooperative, Inc., an Arizona Corporation, its successors and assigns.
- E. Grantee's Facilities: Electric utility structures, equipment, lines, plants and related appurtenances.

**Section 2: GRANT**

A. Grantor, on September 17, 2014, hereby grants to Grantee, for a period of twenty-five years, this renewal to its existing public utility franchise (hereinafter "Franchise") for the purpose of constructing, operating, and maintaining electric utility lines and related appurtenances along, under, and across public streets, alleys, and highways, and other rights of way, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Application (hereinafter "Franchise Area") and attached hereto as Exhibit A.

B. Nonexclusive Franchise.

(1) The Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways, rights of way and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant so long as such franchise rights and privileges shall not interfere with Grantee's use of the Grantee's Facilities.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing electric lines, sewers, gutters, or improvements to its public highways, streets, and alleys so long as said improvements do not interfere with Grantee's Facilities.

C. Reservation of Rights.

(1) County reserves the right to alter and amend the Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys, rights of way, and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after thirty (30) days written notice to Grantee, to modify, amend, alter, change, or eliminate any of the provisions of the Franchise which may become obsolete or impractical; and to impose such additional conditions upon Grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of ensuring adequate service to the public; provided however, County shall not modify, amend, alter, change, or eliminate any of said provisions until after thirty (30) days and a public hearing, if such is legally required or requested by Grantee.

### **Section 3: RENEWAL/SUBSEQUENT APPLICATION**

The Franchise herein granted shall expire on September 16, 2039, and upon its termination, Grantee shall cease to exercise under the terms of the Franchise the privileges herein granted. In the event Grantee desires a renewal of the Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

### **Section 4: REGULATION**

Grantee shall be subject to reasonable regulations for the maintenance by Grantee of such portion of the public streets, alleys, rights of way, and highways altered, damaged, or destroyed by Grantee, its agents, employees or contractors, in exercising the privileges granted by the Franchise, including, but not limited to provisions for repair as set forth in Section 9(B) herein.

### **Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

A. Before beginning any new or additional construction for installation of Grantee's Facilities, Grantee shall submit a plan of proposed construction to the Pinal County Engineer and shall not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All new or additional work performed by Grantee, its agents, employees, or contractors, under the Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules, and regulations of federal, state, and local governments.

C. No new or additional construction, reconstruction, repair, or relocation under the Franchise shall be commenced until written permits have been obtained from the proper County officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the

granting of the same as are necessary for the purpose of protecting any structures, highways, streets, or rights of way and for the proper restoration of such structures, highways, streets, or rights of way, for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No new or additional construction under the Franchise by Grantee shall impose upon County the duty to maintain any public street, alley, highway or right of way unless County accepts said public street, alley, highway or right of way into the county maintenance system as provided by law.

E. Grantee shall retain all right, title, and interests to the Grantee's Facilities within the Franchise Area.

#### **Section 6: INSPECTION**

County shall, if it deems it necessary, have the right to inspect the construction, operation, and maintenance of Grantee's Facilities to ensure the proper performance of the terms of the Franchise granted herein.

#### **Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE**

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial, and permanent in design and workmanship, and shall be so located, erected, and maintained in good order and repair so as not to interfere with the use, enjoyment, or safety of the public streets, alleys, highways, or rights of way.

#### **Section 8: EXPANSION**

Grantee may from time to time, during the term of the Franchise make such enlargements and extensions of its electrical system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with County rules and regulations.

#### **Section 9: RELOCATION; REPAIR**

A. During the term of the Franchise, if County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of any public street, alley, highway, or right of way in the Franchise Area, then and in such event, Grantee, at its own expense, shall, if reasonably required as a matter of public safety, promptly make such changes in the location, structure, or alignment of its electric lines and related appurtenances as the County Engineer or the County Engineer's designee may deem necessary as provided in Section 9(B).

B. Within sixty (60) days after receiving written notice from County of needed changes or corrections in Grantee's Facilities, and upon the failure of Grantee to make such changes or corrections as set forth in Section 9(A) or to correct any damage to any public street, alley, highway, or right-of-way within the Franchise Area caused directly or indirectly by Grantee, its agents, employees, or contractors, County shall have the right to make, or cause such changes or corrections

to be made at the expense of Grantee. In the event that any changes, corrections, or repairs are deemed an emergency by County, Grantee, upon receipt of notice of such an emergency, shall make such changes, corrections, or repairs deemed necessary by County to provide for health and safety concerns. In the event that Grantee does not make the necessary changes, corrections, or repairs within a reasonable period of time, County may make, or cause such changes, corrections, or repairs to be made at the expense of Grantee. Any expenses incurred for such changes, corrections, or repairs shall be due and payable within thirty (30) days of written demand by County to Grantee.

#### **Section 10: LIABILITY**

A. If any public street, highway, alley, way, bridge, sidewalk, public place, or other public facility is disturbed, altered, damaged, or destroyed solely by Grantee, its agents, employees, or contractors, in the construction, design, installation, operation, and maintenance of Grantee's Facilities under the Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as provided in Section 9(B), in as good condition as before Grantee's entry and to the satisfaction of County.

B. Grantee shall be responsible to every owner of property which shall be injured solely by the work of construction, installation, operation or maintenance of Grantee's Facilities under the Franchise, and all physical damage done to such injured property through any sole act or omission of Grantee, its agents, employees or contractors, arising out of said construction, installation, operation or maintenance.

C. It is a condition of the Franchise that County shall not and does not by reason of the Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.

#### **Section 11: INDEMNIFICATION**

Grantee by its acceptance of the Franchise agrees that throughout the entire term of this Franchise, Grantee, at its sole cost and expense, shall indemnify, defend, save, and hold harmless Pinal County, its elected officers, employees, and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused solely by the construction, design, installation, operation, or maintenance of Grantee's Facilities by Grantee, its agents, employees, or contractors, within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

#### **Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE**

The Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "B" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty (30) days after the date this Franchise is approved by County. This Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

### **Section 13: LIMITS ON GRANTEE'S RECOURSE**

A. Grantee by its acceptance of the Franchise acknowledges such acceptance relies upon Grantee's own investigation and understanding of the power and authority of the County to grant this Franchise. Grantee by its acceptance of the Franchise accepts the validity of the terms and conditions of the Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the Franchise as unreasonable, arbitrary, or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the Franchise acknowledges that it has not been induced to accept the same by any promise, verbal, or written, by or on behalf of County or by any third person regarding any term or condition of the Franchise not expressed therein. Grantee by its acceptance of the Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the Franchise.

C. Grantee by its acceptance of the Franchise further acknowledges that it has carefully read the terms and conditions of the Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. The Board's decision concerning its selection and awarding of the Franchise shall be final.

### **Section 14: FAILURE TO ENFORCE FRANCHISE**

Grantee shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

### **Section 15: COMPLIANCE WITH THE LAW**

Grantee shall at all times, conduct its business under the Franchise in accordance with all federal, state, and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

### **Section 16: INTERPRETATION/GOVERNING LAW**

The interpretation and performance of the Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

### **Section 17: VENUE**

Exclusive venue for any legal action to enforce the provisions, terms, and conditions of the Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

## **Section 18: SEVERABILITY**

If any section, provision, term, or covenant or any portion of any section, provision, term, or covenant of the Franchise is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term, or covenant or the remaining sections, provisions, terms, or covenants of the Franchise, all of which shall remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

## **Section 19: FORFEITURE**

A. If Grantee fails to comply with any of the provisions of this Franchise or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time and not longer than sixty (60) days, complete the correction of such default or noncompliance, County shall, following public hearing, have the right to revoke this Franchise and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this Franchise, where such seizure is not discharged within thirty (30) days, County may declare this Franchise, and any expansion hereto, forfeited, and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

## **Section 20: REVOCATION OF FRANCHISE**

The Franchise may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing on the granting of the Franchise.
- B. For any transfer or assignment of the Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the material terms and conditions of the Franchise.
- D. Upon termination, revocation, or forfeiture of the Franchise Agreement, Grantee forfeits all rights granted in Section 2 of this Franchise Agreement. Within ninety days after the date of termination, revocation or forfeiture Grantee shall apply for and obtain a right-of-way permit from the Pinal County Public Works Department to continue operation of Grantee's existing facilities. Said right-of-way permit shall not be unreasonably delayed, withheld or refused.

Grantee shall not be permitted to expand its area of operation until the terminated, revoked or forfeited Franchise Agreement is either renewed, reinstated or replaced.

**Section 21: ASSIGNMENT/TRANSFER**

Grantee shall not assign or transfer any interest in the Franchise without the prior written consent of Grantor. Grantor shall not unreasonably withhold its consent to a proposed transfer.

**Section 22: NOTICE**

Notices required under the Franchise shall be delivered or sent by certified mail, postage prepaid to:

Grantor:

Clerk of the Pinal County Board of Supervisors  
P.O. Box 827  
31 N. Pinal  
Florence, Arizona 85132

Grantee:

Trico Electric Cooperative, Inc.  
8600 W. Tangerine Road (85658)  
PO Box 930  
Marana, AZ 85653

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

**Section 23: REMEDIES**

Rights and remedies reserved to the parties by the Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the Franchise and a waiver thereof at any time shall not affect any other reservation of rights or remedies.

**Section 24: RIGHT OF INTERVENTION**

County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action, or proceeding involving any provision in the Franchise.

**Section 25: BOOKS AND RECORDS**

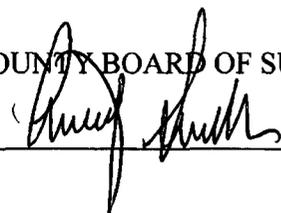
Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee shall make such books and records available to County upon County's request and without cost to County.

**Section 26: AD VALOREM TAXES**

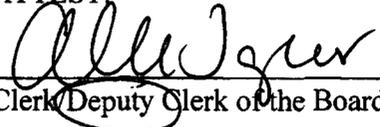
Grantee shall pay its ad valorem taxes before they become delinquent.

**IN WITNESS WHEREOF**, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and caused its official seal to be affixed on September 17, 2014.

PINAL COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
Clerk/Deputy Clerk of the Board



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Principal Attorney

**Exhibit "A"**

The following portion of Township 10 South, Range 14 East, G&SRB&M, Pinal County, Arizona:

The East one-half and the Southwest one-quarter of Section 13, the southeast one-quarter of Section 14; Sections 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 and 36.

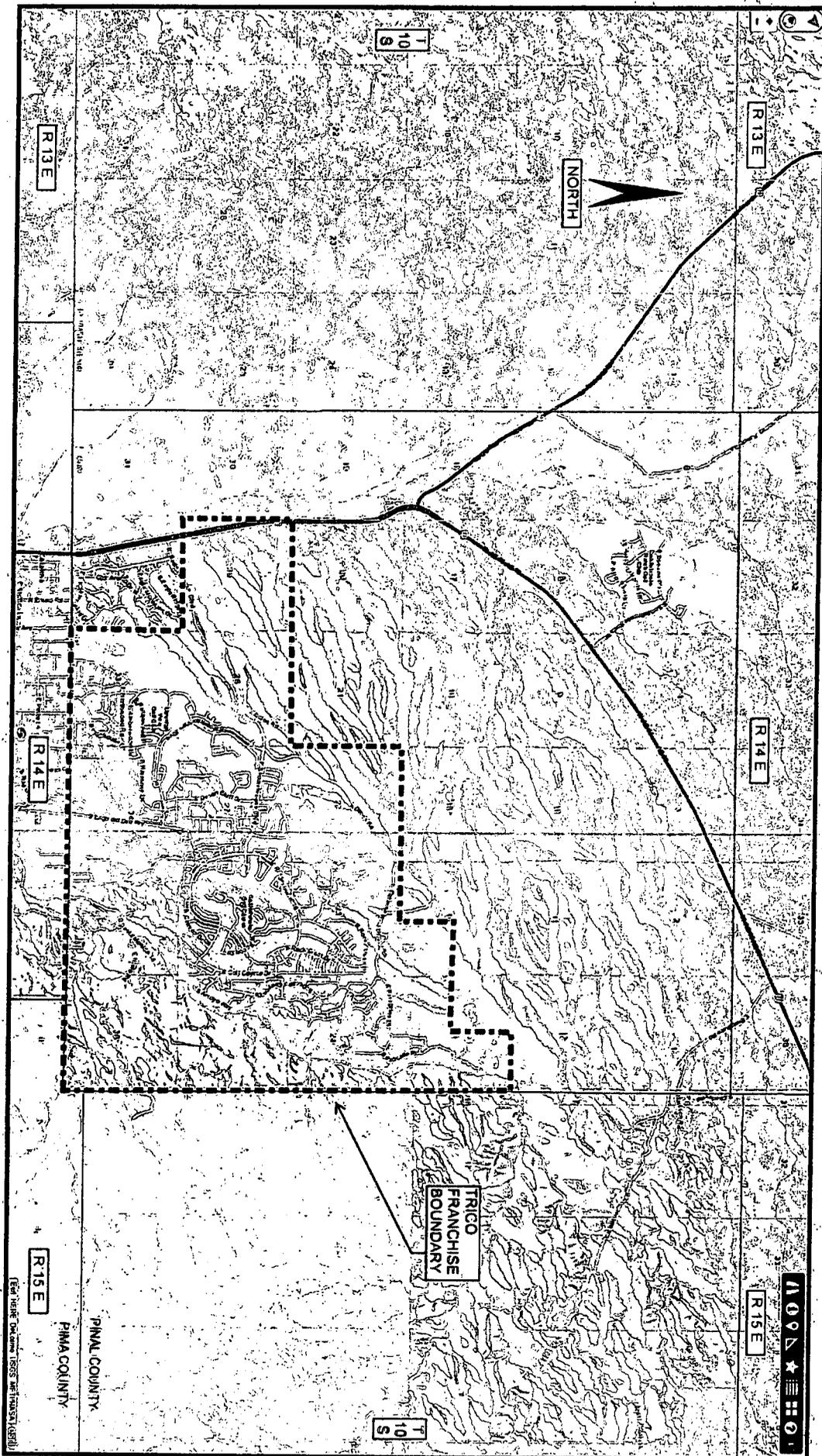


Exhibit "B"

ACCEPTANCE OF FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Trico Electric Cooperative, Inc., an Arizona Corporation, does hereby accept the non-exclusive grant of a new public electric franchise from Pinal County, Arizona, (hereinafter "Franchise"), to construct, operate, and maintain electric utility lines and related fixtures along, under, and across present and future public streets, alleys, and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as stated in its application for a new public electric franchise.

Grantee unconditionally accepts the Franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms, and conditions of the Franchise. Grantee accepts such provisions, terms, and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of Pinal County to impose the same.

Grantee declares that the statements and recitals in this Franchise are correct, and Grantee declares it has made and does make the agreement, statements, and admissions in this Franchise recited to have been or to be made by Grantee.

Dated this 23 day of September, 2014.

TRICO ELECTRIC COOPERATIVE, INC., an Arizona corporation

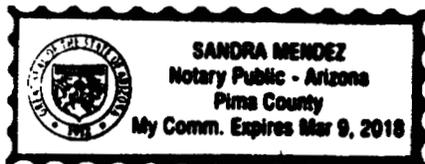
By: [Signature]

Name: L. Nick Buckelew

Title: President

STATE OF ARIZONA )  
 ) ss.  
County of ~~Pinal~~ PIMA )

The foregoing instrument was acknowledged before me this 23 day of September, 2014, by L. Nick Buckelew the President of Trico Electric Cooperative, Inc., an Arizona Corporation, and being authorized to do so, executed the foregoing instrument on behalf of the company for the purposes therein stated.



[Signature]  
Notary Public

My Commission Expires: 3/9/2018



OFFICIAL RECORDS OF  
 PINAL COUNTY RECORDER  
 KATHLEEN C. FELIX

DATE: 20NOV89 TIME: 1000  
 FEE: \$ .00 \$ .00 \$ .00  
 PAGES: 005  
 DOCKET: 1641 PAGE: 593  
 INSTRUMENT # 961818

1641-593

BEFORE THE BOARD OF SUPERVISORS  
 PINAL COUNTY, ARIZONA

IN THE MATTER FOR THE APPLICATION OF )  
 TRICO ELECTRIC COOPERATIVE, INC., AN )  
 ARIZONA CORPORATION, FOR FRANCHISE TO )  
 USE THE PUBLIC STREETS, ROADS, ALLEYS )  
 AND PUBLIC WAYS OR PLACES NOW OR HERE- )  
 AFTER ESTABLISHED FOR THE PURPOSE OF )  
 CONSTRUCTING, OPERATING AND MAINTAINING )  
 FACILITIES FOR THE DISTRIBUTION AND )  
 TRANSMISSION OF ELECTRICITY AND PURPOSES )  
 INCIDENT THERETO. )

FRANCHISE

WHEREAS, Trico Electric Cooperative, Inc., an Arizona corporation ("Franchisee"), has duly and regularly applied and petitioned, pursuant to Arizona Revised Statutes, Section 40-283, to the Board of Supervisors to the County of Pinal, State of Arizona (the "County") for the franchise right and privilege to own, control, manage, place, construct, install, remove, operate, repair, replace and maintain pipes, poles, wires, conductors, cables, conduits, towers, transformers, under-ground facilities, fixtures, ducts, services, structures, appliances, equipment, distribution and transmission system or systems and service in, upon, along, under, over and across all of the public streets, roads, alleys and public ways or places now or hereafter established (the "public rights-of-way") within the area hereinafter described, for the distribution, transmission, furnishing and sale of electricity for, among other purposes, domestic, industrial, commercial and business uses and for any and all other purposes for which electricity may now or may hereafter be used (the "franchise purposes");

1641-594

WHEREAS, it appears that Notice of Hearing on said application has been duly given as required by law; and

WHEREAS, said application before the County on the 25th day of September, 1989, and no petition to the County to deny such franchise was filed or presented according to law, and that the County considered the application for the franchise;

WHEREAS, it being determined by the County that the grant of this franchise is regular, authorized by law and in the best interests of the County and the inhabitants thereof;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PINAL COUNTY, ARIZONA, as follows:

1. That Franchisee be and is hereby enfranchised and empowered for a period of twenty-five (25) years to use the public rights-of-way for the franchise purposes, lying within the following described area:

The following portion of Township 10 South, Range 14 East, G&SRB&M, Pinal County, Arizona:

The East one-half and the Southwest one-quarter of Section 13; the southeast one-quarter of Section 14; Sections 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 and 36.

2. All rights hereunder are granted under the express condition that the County shall have the power at any time to impose such restrictions and limitations and to make such regulations as to the use of the public rights-of-way by Franchisee, as may be deemed best for the public safety or welfare.

3. The rights of the County in and to the use of the public rights-of-way shall be forever paramount and superior to the rights of Franchisee.

1641-595

4. Franchisee shall bear all expenses made or incurred for the purpose of this franchise, including damage and compensation for any alteration of the direction, surface, grade or alignment of any of the public rights-of-way.

5. The expense of lowering pipes, electric lines or other installations of Franchisee, or changing locations of installations of Franchisee, made reasonably necessary by changes in the direction, surface, grade or alignment of the public rights of way shall be borne by Franchisee, unless otherwise provided by law.

6. Nothing in this franchise shall be construed to grant Franchisee an exclusive right to erect and maintain its facilities in the public right-of-way. Facilities of Franchisee shall be so erected as not to interfere with the reasonable use of the public rights-of-way. The location of facilities of Franchisee shall not be a vested interest, and the facilities shall be removed by Franchisee whenever they restrict or obstruct the operation or location or any future operation or location of the public rights-of-way or County facilities or the use thereof by the public.

7. This franchise and the rights and privileges granted herein shall be saleable, assignable and transferable by franchisee, but no sale, assignment or transfer, in whole or in part, of any of the rights and privileges granted herein shall be effective as against the County until notice of the same in writing has been given to the County.

8. Franchisee assumes sole responsibility for the construction, condition, installation and safeguarding of any facility of

1641-596

Franchisee installed in a public right-of-way pursuant to this franchise. Franchisee shall indemnify, hold harmless and defend the County, its officials, agents, servants and employees against all claims for injuries to persons or damages to property due to the construction, condition, installation, location and safeguarding of any facility of Franchisee in a public right-of-way, including the safeguarding of persons using the public rights-of-way from such facilities and activities of Franchisee.

9. This franchise shall not be effective for any purpose until the acceptance of Franchisee is endorsed herein in writing; provided, that after any sale, assignment or transfer of Franchisee's rights hereunder, Franchisee shall not be obligated under the terms hereof.

PASSED AND ADOPTED on this 25<sup>th</sup> day of September, 1989.



W. Mattison  
Chairman

ATTEST:

Shirley Clark  
Clerk to the Board

APPROVED AS TO FORM:

David M. Wilson  
County Attorney

1641-597

TRICO ELECTRIC COOPERATIVE, INC., an Arizona corporation,  
does hereby accept the foregoing Franchise this 12 day of  
November 1989.

TRICO ELECTRIC COOPERATIVE, INC.,  
an Arizona corporation

By Louis J. Davis  
Its President

**Exhibit 7**

## **Sundance Ridge Development Proposed Extension Area**

### **PARCEL NO. 1:**

That portion of the Southeast quarter of Section 14, and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as Follows:

BEGINNING at the Northwest corner of the Southeast quarter of said Section 14;

THENCE North 89 degrees 23 minutes 44 seconds East, along the North line of said Southeast quarter, a distance of 2632.28 feet to the Northeast corner of the Southeast quarter of said Section 14;

THENCE North 88 degrees 59 minutes 04 seconds East, along the North line of the Southwest quarter of said Section 13, a distance of 1500.00 feet;

THENCE South 01 degrees 37 minutes 58 seconds East, a distance of 767.47 feet;

Thence South 88 degrees 59 minutes 04 seconds West, a distance of 1500.00 feet to a point on the West line of said Section 13;

Thence South 89 degrees 23 minutes 44 seconds West, a distance of 2644.03 feet to a point on the West line of the Southeast quarter of said Section 14;

Thence North 00 degrees 45 minutes 17 seconds West, along said line, a distance of 767.35 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

### **PARCEL NO. 2:**

That portion of the Southeast quarter of Section 14, Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 14;

THENCE North 07 degrees 09 minutes 35 seconds West, 701.50 feet to the TRUE POINT OF BEGINNING;

THENCE North 88 degrees 39 minutes 49 seconds West, 2598.16 feet to a point on the West line of the Southeast quarter of said Section 14;

THENCE North 00 degrees 45 minutes 19 seconds West along the West line of the Southeast quarter of Section 14, 1215.90 feet;

THENCE North 89 degrees 23 minutes 44 seconds East, parallel with and 767.35 feet South of the North line of the Southeast quarter of Section 14, 2449.39 feet;

THENCE South 07 degrees 12 minutes 14 seconds East, 825.04 feet;

Thence South 07 degrees 09 minutes 35 seconds East, 487.50 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

**PARCEL NO. 3:**

That portion of the Southeast quarter of Section 14, and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Section 14;

THENCE North 07 degrees 09 minutes 35 seconds West, a distance of 1189.00 feet;

THENCE North 89 degrees 26 minutes 55 seconds East, a distance of 2744.26 feet to a point on the East line of the Southwest quarter of Section 13;

THENCE South 01 degrees 41 minutes 45 seconds East, a distance of 1182.20 feet to the Southeast corner of the Southwest quarter of Section 13;

THENCE South 89 degrees 28 minutes 03 seconds West, a distance of 2631.04 feet to the Southwest corner of Section 13 and the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

**PARCEL NO. 4:**

That portion of the Southeast quarter of Section 14 and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of Section 13;

THENCE South 01 degrees 41 minutes 45 seconds East, along the East line of said Southwest quarter, a distance of 1608.61 feet;

THENCE South 89 degrees 26 minutes 55 seconds West, a distance of 2744.26 feet;

THENCE North 07 degrees 12 minutes 14 seconds West, a distance of 825.04 feet;

THENCE North 89 degrees 23 minutes 44 seconds East, a distance of 194.64 feet to a point on the common Section line between Sections 13 and 14;

THENCE North 88 degrees 59 minutes 04 seconds East, a distance of 1500.00 feet;

THENCE North 01 degrees 37 minutes 58 seconds West, a distance of 767.47 feet to a point on the North line of the Southwest quarter of Section 13;

THENCE North 88 degrees 59 minutes 04 seconds East, along the North line of the Southwest quarter of Section 13, a distance of 1127.64 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

**PARCEL NO. 5:**

That portion of the South half of the Southeast quarter of Section 14, Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Section 14;

THENCE Westerly along the South Section line of Section 14, a distance of 2673.5 feet;

THENCE North 00 degrees 45 minutes 19 seconds West, a distance of 698.33 feet;

THENCE South 88 degrees 39 minutes 49 seconds East, a distance of 2598.16 feet;

THENCE South 07 degrees 09 minutes 35 seconds East, a distance of 701.50 feet to the POINT OF BEGINNING.

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

## **SaddleBrooke Unit 45 Proposed Extension Area**

A parcel of land situated within SADDLEBROOKE UNIT FORTY-FIVE (45) recorded in Cabinet G Slide 158 dated January 8, 2007 and a parcel of land situated within SADDLEBROOKE UNIT FORTY-THREE (43) recorded in Cabinet D Slide 200 dated October 8, 2003 and a parcel of land situated within SADDLEBROOKE UNIT FORTY-TWO (42) recorded in Cabinet D Slide 59 dated May 5, 2002 all records of Pinal County Recorder's Office, Pinal County Arizona, in Township 10 South, Range 14 East Section 13, Gila and Salt River Base and Meridian, Pinal County Arizona more particularly described as follows;

Beginning at the South Quarter Corner of said Section 13, said point being the TRUE POINT OF BEGINNING;

Thence North 00 degrees 23 minutes 15 seconds West a distance of 1744.59 feet;

Thence North 89 degrees 00 minutes 57 seconds East a distance of 1287.50 feet;

Thence South 00 degrees 08 minutes 11 seconds West a distance of 1697.27 feet;

Thence South 86 degrees 52 minutes 03 seconds West a distance of 1273.37 feet to the TRUE POINT OF BEGINNING.

## **Exhibit 8**

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*TRICO ELECTRIC COOPERATIVE, INC.\*\*\***

a domestic nonprofit corporation organized under the laws of the State of Arizona, did incorporate on October 04 1945.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 24th day of July, 2015, A. D.



  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1268331

## **Exhibit 9**

## Trico Electric Cooperative, Inc. Officers

Name	Title	Address	Date of Taking Office	Last Updated
VINCENT NITIDO	CHIEF EXECUTIVE OFFICER	PO BOX 930 MARANA, AZ 85653	03/30/2009	04/10/2015
L NICK BUCKELEW	PRESIDENT	1700 W AJO WAY MARANA, AZ 85735	05/28/2013	04/10/2015
BARBARA STOCKWELL	DIRECTOR	PO BOX 368 ARIVACA, AZ 85601	03/27/1984	04/10/2015
MARSHA THOMPSON	SECRETARY	1160 W CALLE PRIVADA SAHUARITA, AZ 85629	05/28/2013	04/10/2015
C BRAD DESPAIN	DIRECTOR	PO BOX 475 MARANA, AZ 85653	05/28/2013	04/10/2015
JAMES R PYERS	DIRECTOR	62677 E RANGEWOOD DR TUCSON, AZ 85739	04/20/2013	04/10/2015
DON BLACK	TREASURER	13590 N NIGHTSTAR CT MARANA, AZ 85658	03/28/2009	04/10/2015
LARRY HINCHLIFFE	VICE-PRESIDENT	17015 S VANILLA ORCHID DRIVE CORONA DE TUCSON, AZ 85641	11/25/2008	04/10/2015