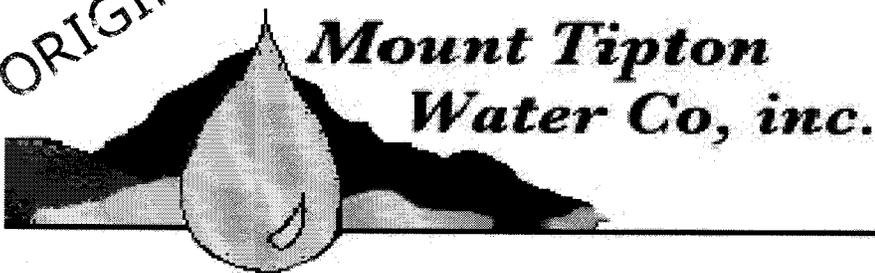


ORIGINAL



0000170301

P

Dolan Springs, AZ 86441

Phone# (928) 767-3713

Fax # (928) 767-3503

Email [tiptonwater@frontiernet.net](mailto:tiptonwater@frontiernet.net)

Website [www.tiptonwater.com](http://www.tiptonwater.com)

05/09/16

Docket Control  
Arizona Corporation Commission  
1200 West Washington St.  
Phoenix, AZ. 85007

RECEIVED  
2016 MAY 13 A 10:18  
AZ CORP COMMISSION  
DOCKET CONTROL

Docket# W-02105A-08-0500, Decision # 70836

To whom it may concern,

This is to inform the Arizona Corporation Commission pursuant to Docket # W-02105A-08-0500, Decision # 70836, for the sale of property located @ 16055 Pierce Ferry Rd., Dolan Springs, AZ 86441 comprised of parcel#'s 319-20-110A & 319-20-108C. Escrow has closed on the sale of this property as of 04/26/16.

Enclosed you will find the closing statement and the agreement for sale. Pursuant to the order issued by the ACC in the above docket and decision. MT. Tipton Water Company is providing documentation on the final closing and sale of the above property. If there are any questions, please contact us @ (928) 767-3713. Thank you for your time in this matter.

Regards,

Joseph Duarte

Arizona Corporation Commission

DOCKETED

MAY 13 2016

DOCKETED BY

Mt. Tipton Water Company Inc. is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email @ [program.intake@usda.gov](mailto:program.intake@usda.gov).

# PIONEER TITLE AGENCY, INC.

2213 Stockton Hill Road, Kingman, AZ 86401  
 Phone: (928) 753-5578 Fax: (855) 460-3653

## Closing Statement Final

Escrow No: 74500780 - 045 V45      Close Date: 04/26/2016      Proration Date: 04/26/2016      Date Prepared: 5/2/2016

Buyer(s)/Borrower(s): Daniel F. Sailer

Seller(s): Mt. Tipton Water Company, Inc., an Arizona non-profit corporation

Property: 16055 Pierce Ferry Road  
Dolan Springs, AZ 86441

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
		<b>TOTAL CONSIDERATION:</b>		
90,000.00		Total Consideration		90,000.00
	5,000.00	Deposit/Earnest Money		
		<b>NEW AND EXISTING ENCUMBRANCES:</b>		
	60,000.00	Seller Carryback from Mt. Tipton Water Company, Inc., an Arizona non-profit corporation	60,000.00	
		<b>ESCROW CHARGES</b>		
		Escrow Fee to Pioneer Title Agency, Inc.	419.00	
		<b>RECORDING FEES:</b>		
		Recording Fees to Pioneer Title Agency, Inc.	25.00	
		Affidavit of Value to Pioneer Title Agency, Inc.	2.00	
		<b>ADDITIONAL CHARGES:</b>		
		Account Servicing to Pioneer Title Agency	100.00	
50.00		Transfer Fee to ADEQ		
		Septic Inspection to Kingman Portable Toilets (Broker POC 430.00)		
		<b>PRORATIONS AND ADJUSTMENTS:</b>		
	25,050.00	Buyer Deposit of Closing Funds		
		<b>TITLE CHARGES:</b>		
		Owners Policy \$90,000.00 to Pioneer Title Agency, Inc.	630.00	
90,050.00	90,050.00	Sub Totals	61,176.00	90,000.00
0.00		Refund Due Buyer/Borrower	28,824.00	
		Proceeds Due Seller		
90,050.00	90,050.00	Totals	90,000.00	90,000.00

at the request of Pioneer Title Agency, Inc.

When recorded mail to

**Daniel F. Sailer**

**PO Box 504**

**Dolan Springs, AZ 86441**

74500780-V45

**FEE# 2016018146**

OFFICIAL RECORDS OF MOHAVE COUNTY

ROBERT BALLARD, COUNTY RECORDER

04/26/2016 02:54 PM Fee \$11.00

PAGE: 1 of 5

Tax Code: 319-20-110A \*319-20-108C

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## AGREEMENT FOR SALE

THIS AGREEMENT entered into this 8thday of January, 2016.

between

Mt. Tipton Water Company, Inc., an Arizona non-profit corporation

as Seller, and

Daniel F. Sailer, A Single Man

as Buyer.

### WITNESSETH:

That Seller, in consideration of the covenants and agreements of buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Mohave, State of Arizona, described as follows, to wit:

See Exhibit A attached hereto and made a part hereof.

**SUBJECT TO:** Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

\$90,000.00 Total consideration paid as follows:

\$30,000.00 paid in cash at close of escrow and the balance of;

(\$60,000.00) lawful money of the United States and Buyer agrees in consideration of the premises to pay said sum, with interest computed on a calendar year and a 30-day month basis, in the following manner, to wit:

Payable in monthly installments of \$1,132.27 or more on or before the 26th day of every month, beginning May 26, 2016, with interest on all unpaid principal at the rate of 5.0% per

annum from April 26, 2016, payable monthly, the interest to be first deducted from the regular monthly installments and the balance to be applied upon the principal.

Provided, however, if not sooner paid, the entire unpaid principal and any accrued interest shall be due and payable on April 26, 2021.

The Buyer may prepay all amounts due hereunder in full or in part, at any time without prepayment penalty.

In the event the Buyer(s) convey(s) title to the subject property, or convey(s) title to any portion thereof or interest therein, or in the event title to this property, or any portion thereof or interest therein, is vested in any person or entity other than the Buyer(s) herein, without the written consent of the Seller(s) or Seller's assigns, all sums secured hereby shall become due and payable without regard to the adequacy of the security or solvency or insolvency of the Buyer(s).

**SELLER AND BUYER AGREE:**

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improvement liens against said property not delinquent at the date hereof; and all taxes and assessments on said property levied subsequent to 2015, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property insured against fire in the amount of the reasonable insurable value thereof, for the mutual benefit and protection of the parties hereto, and to place the policy or policies representing the said fire insurance and evidence of the payment of premium thereon with Pioneer Title Agency, Inc. to be held by it or a mortgagee.

If Buyer fails to pay any such taxes, charges, assessments, or premiums for fire insurance or to place the policies of fire insurance with Pioneer Title Agency, Inc., or fails to pay any amount due upon or fails to perform any condition or covenant of any agreement for sale or mortgage required of Buyer, before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amount so advanced and such repayment thereof shall be secured hereby and shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of twelve per cent per annum from date advanced by Seller until repaid and any payment so made by Seller shall be prima facie evidence of the necessity therefore. If Pioneer Title Agency, Inc. is notified in writing by Seller of any such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains a valid judgment against Buyer, Buyer agrees to pay all costs, expenses and attorneys' fees of Seller.

The Deed of Seller conveying the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered in escrow with Pioneer Title Agency, Inc. and shall, as provided by the escrow instructions given to said Company, be delivered to Buyer upon fulfillment of Buyer's obligations to Seller under the terms of this agreement.

Buyer may enter into possession of said property and continue in such possession for and during the life of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof, and to take the same care thereof that a prudent owner would take.

No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by Pioneer Title Agency, Inc. nor until its regular escrow fee and other costs including its charge for the issuance of a new Title Insurance Policy shall have been fully paid, and all instruments deposited in escrow with it.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or fulfilling any obligation herein, Seller may, either elect or bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of the Buyer, in any lawful manner, including but not limited to forfeiture by notice after expiration of the time following default as provided in Arizona Revised Statutes, Section 33-742. If the Buyer fails to comply with the terms of this agreement in not less than the time set forth in the Seller's "Notice of Election to Forfeit," Buyer shall forfeit any and all rights and interests hereunder in and to the real property and appurtenances thereto herein described, and Buyer shall surrender to Seller, immediately, peaceable possession to the property and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in the property. The provisions of this paragraph shall not effect any other lawful right or remedy which the Seller may have against the Buyer.

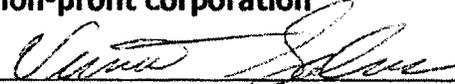
Time is of the essence of this agreement. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

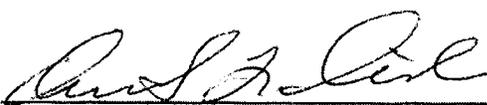
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

**SELLER:**

**BUYER:**

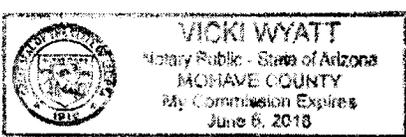
**Mt. Tipton Water Company, Inc., an Arizona non-profit corporation**

  
\_\_\_\_\_  
**Vincent Salmu, President**

  
\_\_\_\_\_  
**Daniel F. Sailer**

State of Arizona        }  
                                  } ss.  
County of Mohave        }

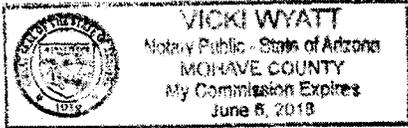
The foregoing instrument was acknowledged before me this 2nd day of February, 2016, by Daniel F. Sailer.



  
\_\_\_\_\_  
**NOTARY PUBLIC**  
My commission expires: 6-6-18

State of Arizona }  
                          } ss.  
County of Mohave }

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2016, by Vincent Salma, as President of Mt. Tipton Water Company, Inc., an Arizona non-profit corporation.



  
NOTARY PUBLIC  
My commission expires: 6-6-18

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Agreement for Sale

Date of Document: January 8, 2016 / Consisting of 5 pages

Parties to Document:

Daniel F. Sailer

Mt. Tipton Water Company, Inc., an Arizona non-profit corporation

Exhibit A

**PARCEL NO. 1:**

**Lot 8, Block "F" of LAKE MOHAVE RANCHOS DOLAN SPRINGS ESTATES UNIT ONE, TRACT 1033, according to the plat 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. 2:**

**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;**

**Thence South 39 degrees 54 minutes 40 seconds East, along the Southwesterly line of said Lot 6, 97.20 feet to the point of beginning.**

**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.**