

Part Refundable and Part Non-Refundable (requires the Applicant to also be the electric service customer at subject property)
 Non-Refundable

APS Work Order # W493571



LINE EXTENSION AGREEMENT
(For the Construction of Electric Distribution Facilities)

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and GILA COUNTY

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

- 1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 1001 BESICII DR, Arizona in accordance with the attachments set forth in Section 5 to this Agreement and APS' line extension tariff, "Schedule 3: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS' Extension Policy and the attachments described in Section 5 are hereby incorporated in full into this Agreement.
- 1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.
- 1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS' standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.
- 1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.
- 1.5 Applicant's "on and off" site construction required in support of APS' construction is estimated to begin on TBD and to be completed on TBD. APS' construction is estimated to begin on TBD and to be completed on TBD contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS' construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS' workload, material requirements, or other factors.

2 PAYMENT

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$30,579.44 DOLLARS, which sum equals the installation cost to APS of extending service to Applicant, as authorized by the Extension Policy. Such payment shall include all costs for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's anticipated load. A breakdown of these costs is attached hereto as the Applicant Charges. Such payment is due to APS upon Applicant's execution of this Agreement.

3 REFUNDS

3.1

Single-family residential and non-residential extensions may be eligible for a refund of a portion of the payment if all of the applicable requirements to qualify for a refund as set forth in Sections 1.1 or 2.0 of the Extension Policy are met (including the requirement that Applicant will be the customer of record and pay the monthly bills for electric service at the subject property).

Applicant hereby declares that Applicant will _____ will not _____ be the customer of record and pay the monthly bills for electric service at the subject property.

- 3.2 A refund will be paid to the Applicant if, at the time the refund becomes payable, the Applicant is the owner (or long term lessee) of the subject property. If the Applicant no longer owns (or holds a long term lease for) the property, the refund will be provided to the current property owner. If the property is owned by multiple parties, the property owners will each receive an equal share of any refunds.
- 3.3 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.
- 3.4 If prior to the start of APS' construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

4 GENERAL PROVISIONS

- 4.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 4.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 4.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 4.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 4.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS' construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 4.6 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- 4.7 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- 4.8 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

5 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

- Design Sketches
- Applicant Charges
- Pro-Rata Refund Calculation
- Pro-Rata Refund Exhibit
- Sales Invoice
- Electric Supply Agreement
- Trenching Agreement – Requirements
- Utility Easement
- Dusk-to-Dawn Work Order
- Developer Streetlight Agreement
- Street Light Details
- Attachment A Signature Page

6 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT or APPLICANT'S REPRESENTATIVE

Signature: Wade Hartwigsen

Name: WADE HARTWIGSEN

Title: MOUNTAIN DIST SUPERVISOR

Date: _____

APS Invoice #: AR0280000108

Prepared By: FREDDIE CHISM

Date Prepared: 3/28/2011

Signature _____

Name: Michael A. Pastor

Title: Chairman, Board of Supervisors

Date : _____

Mailing Address: 1400 E ASH
GLOBE, AZ. 85501

Permanent Phone #: 0

Study and Design Agreement Payment
 \$ _____
 Date Received: _____

Material Order Agreement Payment
 \$ _____
 Date Received: _____

Final Amount Paid \$ _____
 (Including Taxes)
 Date Received: _____

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

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ATTEST

Marian Sheppard
Chief Deputy Clerk

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
For Daisy Flores, Gila County Attorney