



DOCKETED

ORIGINAL

NOV 01 2002

RECEIVED

DOCKETED BY CAR

2002 NOV -1 P 12:53

Docket No. 1-01051B-02-0535

AZ CORP COMMISSION  
DOCUMENT CONTROL

1.10 - You need to contact Qwest for this information. They should be able to give you accurate names and dates from all the good records they keep.

1.11 - June 4, 2001 install date. \$46.50 hook up charge. new phone # 526-759-7297. any other information ask qwest.

1.12 - Qwest only.

1.13 - Yes, I believe the Commission has the authority to require Qwest to provide telecommunications services outside of its service area. I don't know the statute, rule or tariff provisions, if I did I would probably be an attorney and wouldn't have this problem in the first place. I believe the Commission are the people who keep all businesses in line to abide by the rules, like Qwest. Who isn't playing by the rules. If Qwest doesn't

ARIZONA CORPORATION  
COMMISSION

RECEIVED  
OCT 21 2002

DOCKET NO. T-01051B-02-0535

Go by the boundaries already set then the Commission has every right to step in and say, now that you went out of your service area you will service all out of your area. If you don't then you are being predigest. That is against the law. So it looks like you brake the law either way.

1.15- At this time I don't have any witnesses or exhibits to use.

1.16- Knowledgable Parties: Tammy Fatheree, Arnold Fatheree, Ernie Thompson, Sherry Thompson, Troy Denton, Tracy Denton, April Peters, Bryant Peters, John Martin, Patricia Martin, Tom White, Shelia White, Sandra Rodr, Kirk Limburg, Bobbi Limburg, Ted Moxley, Sandra Berstein, Troy Skipper, Frank Lehman, Barbara Lehman, Cassandra Hernandez, Ray Hernandez, Lou Chevez, Paul Dunn, Steve Pomaroy, Dennis Farrington, Midvale Communications, Lane Williams, Gary Spartes, June Spates, Arthur Richardson III, Yavapai Coconino Title Agency and Fennemore Craig Law Offices.

DOCKET NO. T-01051B-02-0535

Qwest Employees: John Dugan, John Smith, Ted Drake, Ann Fry, Roberto Domingues, Lee Glen, Dan McFarland, Harry Grissom, Sandra, Stacy, Jason, Debra, Connie, Valerie Finn, Teresa Bristol, Steve Nichols, Bruce Ledbetter and George Favela.

Ariz. Corporation Commission: William A. Mundell, Jim Frvln, Marc Spitzer, Connie Walczak, John LaPorta, Matt Rowell, Christopher Kempley, Philip J. Dion III, David M. Ronald, Earnest Johnson, David M. Ronald, Engineering Dept. and Docket Control.

Anyone left out was not done to suppress information but could not be brought to mind at this time.

Jamara C. Fathere  
10/17/02

3325681 BK 3811 PG 446  
 Yavapai County  
 Patsy Jenney-Colon, Recorder  
 02/14/2001 11:20A PAGE 1 OF 4  
 YAVAPAI TITLE AGENCY  
 RECORDING FEE 5.00  
 SURCHARGE 4.00  
 POSTAGE 1.00

|     |      |
|-----|------|
| BK  | FEE  |
|     | \$ 5 |
| MAP | \$4  |
| PCL | \$5  |
|     | \$1  |
| \$  | 10   |

LT

WHEN RECORDED MAIL TO:

ARNOLD FATHEREE  
432 N. LOS FLEIZ DR.  
CHANDLER, AZ 85226  
# 05001462

AFFIDAVIT OF DISCLOSURE  
PURSUANT TO A.R.S. § 11-806.03

I, ROBERT M. HARTUNG JR. ["Seller(s)"] being duly sworn, hereby make this Affidavit of Disclosure relating to the real property situated in the County of YAVAPAI, State of Arizona, located at POQUITO VALLEY ROAD, PRESCOTT VALLEY, AZ 86314, and legally described as:

(Legal description attached hereto as Exhibit "A")

("Property").

1. There  is  is not legal access to the Property. (Explain) \_\_\_\_\_
2. There  is  is not physical access to the Property. (Explain) \_\_\_\_\_
3. The legal and physical access to the Property  is  is not the same. (Explain) \_\_\_\_\_
4. The road(s) is/are  publicly maintained  privately maintained  not maintained  not applicable. If applicable, there  is  is not a road maintenance agreement.  
**If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads, and roads that are not improved to county standards and accepted for maintenance are not the county's responsibility.**
5. A portion of the Property  is  is not located in a regulatory floodplain. (Explain) \_\_\_\_\_
6. The Seller  knows  does not know if the Property has ever been flooded. (Explain) \_\_\_\_\_
7. The following services are currently provided to the Property:  water  sewer  electric  natural gas  single party telephone  cable television services. (Explain) \_\_\_\_\_
8. The Property will be served by  a private well  a shared well  no well. If served by a shared well, the shared well  is  is not a public water system, as defined by the Safe Drinking Water Act (42 United States Code § 300f). (Explain) \_\_\_\_\_
9. The Property  has a septic tank  does not have a septic tank.. If applicable, the Property  will  will not require installation of a septic system. (Explain) \_\_\_\_\_
10. The Property  has been  has not been subject to a percolation test. Unknown

11. Emergency Vehicles  have access  do not have access to the Property to provide emergency service.  
(Explain) \_\_\_\_\_

If access to the parcel is not traversable by emergency vehicles, neither the county nor emergency service providers may be held liable for any damages resulting from the inability to traverse the access to provide needed services.

12. The sale of the Property  meets  does not meet the requirements of A.R.S. §11-809(B) regarding land divisions. If those requirements are not met, each of the deficiencies are as follows: \_\_\_\_\_

UNKNOWN

This Affidavit of Disclosure supercedes any previously recorded Affidavit of Disclosure.

Dated this 25 day of JANUARY 2001 by

[Signature]  
(Seller)

\_\_\_\_\_  
(Seller)

STATE OF ARIZONA )

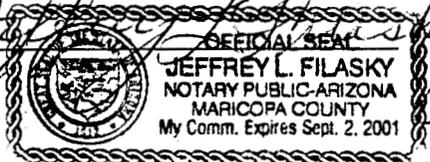
County of MARICOPA)

ss.

SUBSCRIBED AND SWORN before me this 25 day of JANUARY 2001

by \_\_\_\_\_

My commission expires:  
9-2-2001

Notary Public [Signature]  


Buyer(s) hereby acknowledges receipt of a copy of this Affidavit of Disclosure this  
\_\_\_\_\_ this 29 day of January 2001

Arnold C. Fathere

(Buyer) Jamara C. Fathere

(Buyer)

STATE OF ARIZONA )

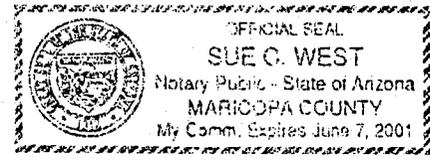
County of Mariopu )

ss.

This instrument hereby acknowledged before me this 29 day of January, 2001 by :  
Arnold C. Fathere and Jamara C. Fathere

Sue C. West  
Notary Public

My commission expires:  
June 7, 2001



**Legal description for Escrow No.: 05001462**

All that portion of Lot 29, POQUITO VALLEY, as recorded in Book 8 of Land Surveys, Page 6, Yavapai County Recorder's Office, all in Section 11, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the Northeast corner of said Lot 29;

Thence South 00°09'25" East, (record South 00°19'11" East) 328.22 feet;

Thence South 89°55'13" West, 262.91 feet to the TRUE POINT OF BEGINNING;

Thence South 00°08'04" East, 331.27 feet;

Thence South 89°55'52" West, 263.00 feet;

Thence North 00°07'58" West, 331.27 feet;

Thence North 89°55'52" East, 262.99 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement for ingress, egress and public utilities over, under and across the North 25 feet of the above described parcel.

YAVAPAI  
TITLE AGENCY

"Commitment To Service"

BUYER CLOSING LETTER

M/M ARNOLD FATHEREE  
P. O. Box 26268  
Prescott Valley, AZ 86312

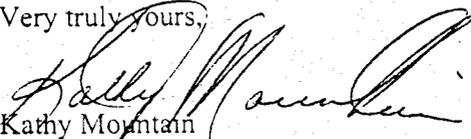
1.2, 1.3  
May 14, 2001  
Escrow No. 05001465KKM

We have now closed the above referenced escrow. The following items indicated with a  are yours to keep. Please examine everything carefully. If a check is enclosed, please negotiate that check immediately. These papers should be kept in a safe place for future reference since some of them cannot be replaced.

Escrow Settlement Statement  Closing  Amended

We would like to thank you for the opportunity of serving you and hope that you will contact us again for your escrow and title needs.

Very truly yours,

  
Kathy Mountain  
CSEO/Branch Manager

KKM  
Encl.

1.4 ~~refer~~

1.6 Refer to Sherry Trompsons response.

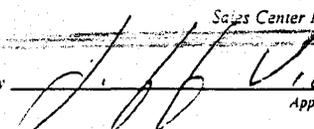
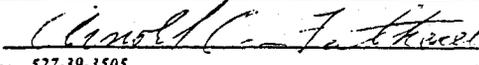
1.9 Contact Qwest, I never recvd. any copies of billing but was billed.

Palm Harbor Homes Lic# 7061

2665 S. Hwy. 89  
Chino Valley, AZ 86323  
(520) 636-1000

410-102817

In this contract the words I, ME, and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Dealer. Subject to the terms and conditions on both pages of this agreement you agree to sell and I agree to purchase the following described unit.

|  |         |   |                                   |                           |   |
|--|---------|---|-----------------------------------|---------------------------|---|
| BUYER(S)<br>Arnold C Fatheree and Tamara C Fatheree  |         | PHONE<br>(520) 713-8719   |                                   | DATE<br>01/21/2001        |   |
| ADDRESS<br>PO Box 4 Mayer, AZ 86333  |         |   | SALESPERSON<br>Patricia Hebden    |                           |   |
| DELIVERY ADDRESS<br>10200 N Paquito Valley Road Paquito Valley, AZ 86314   |         |   | SALESPERSON'S LICENSE #<br>S06366 |                           |   |
| MAKE & MODEL<br>Palm Harbor Homes, Inc. - 1806 N   |         | YEAR<br>1999  | BEDROOMS<br>3                     | FLOOR SIZE<br>L 48 x W 28 | HITCH SIZE<br>L 52 x W 28   |
| SERIAL NUMBER<br>PH0224938   |         | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED |                                   | COLOR<br>Tan & White      | PROPOSED DELIVERY DATE<br>01/29/2001  |
| LOCATION   | R-VALUE | THICKNESS   | TYPE OF INSULATION                |                           | BASE PRICE OF UNIT  |
| CEILING  | 38      | 10.25   | Fiberglass                        |                           | \$48,000.00   |
| EXTERIOR   | 21      | 5.5   | Fiberglass                        |                           | OPTIONAL EQUIPMENT  |
| FLOORS   | 22      | 7   | Blown Fiberglass                  |                           | 20,600.00   |
| THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CRF, SECTION 460.16.   |         |   |                                   |                           | 0.00  |
| OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES / REMARKS  |         |   |                                   |                           | SUB-TOTAL   |
| Normal set & delivery Inc.   |         |   |                                   |                           | \$68,600.00   |
| 2 sets of temp steps Inc.  |         |   |                                   |                           | Vavapai 2541.63   |
| A/C not included   |         |   |                                   |                           | SALES TAX Chino 1372.00   |
| Tires & azles not included   |         |   |                                   |                           | 0.00  |
| Lot prep \$3,600.00  |         |   |                                   |                           | Titles 16.00  |
| Stem wall \$4,000.00   |         |   |                                   |                           | NON-TAXABLE ITEMS 0.00  |
| Well & pump \$11,000.00  |         |   |                                   |                           | VARIOUS FEES AND INSURANCE 0.00   |
| Impact fee \$1,200.00  |         |   |                                   |                           | 0.00  |
| plot plans & permits \$800.00  |         |   |                                   |                           | CASH PURCHASE PRICE \$72,529.63   |
| BALANCE CARRIED TO OPTIONAL EQUIPMENT PRICE LINE 20,600.00   |         |   |                                   |                           | TRADE-IN ALLOWANCE \$0.00   |
| NOTE: SEE WARRANTY, EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE TWO  |         |   |                                   |                           | LESS BAL. DUE ON ABOVE \$0.00   |
| DESCRIPTION OF TRADE-IN YEAR SIZE 0W x OL  |         |   |                                   |                           | NET ALLOWANCE \$0.00  |
| MAKE MODEL BEDROOMS  |         |   |                                   |                           | CASH DOWN PAYMENT \$4,750.63  |
| TITLE NO SERIAL NO COLOR   |         |   |                                   |                           | CASH AS AGREED \$0.00   |
| AMOUNT OWING TO WHOM   |         |   |                                   |                           | \$0.00  |
| ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY: (check one) <input type="checkbox"/> YOU <input type="checkbox"/> ME  |         |   |                                   |                           | LESS TOTAL CREDITS \$4,750.63   |
| THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT.   |         |   |                                   |                           | SUB-TOTAL \$67,779.00   |
| You and I certify that the additional terms and conditions printed on page two of this contract are agreed to as part of this agreement, the same as if printed above the signatures. I am purchasing the above described trailer, manufactured home or vehicle; the optional equipment and accessories and the insurance as described has been voluntary; that my trade-in is free from all claims whatsoever, except as noted. |         |   |                                   |                           | SALES TAX (If Not Included Above) 0.00  |
| I, OR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE, HAVE READ AND UNDERSTAND PAGE TWO OF THIS AGREEMENT.  |         |   |                                   |                           | UNPAID BALANCE OF CASH SALES PRICE \$67,779.00  |
| Palm Harbor Homes Inc., dba Palm Harbor Homes DEALER   |         |   |                                   |                           | Includes PALM HARBOR'S Exclusive One/Five Factory New Home Warranty with 1 Year Limited Warranty and Extended Protection Plan to Five Years.                    |
| Not Valid Unless Signed and Accepted by the General Manager of the Sales Center Identified Above   |         |   |                                   |                           | Delivered, Set-Up and Tied Down to State Code.  |
| By  Approved   |         |   |                                   |                           | Customer Responsible for obtaining all permits unless specified in writing.   |
| BUYER SIGNATURE:   |         |   |                                   |                           | One Set of Small Steps.   |
| Social Security Number: 527-39-3505  |         |   |                                   |                           | Purchase of Home does not include Furniture, Light Bulbs, or Decor items.   |
| Birthdate: 08/25/1958 Driver's License # & State: AZ 527 38 3505   |         |   |                                   |                           | Skirting and/or Ceiling Fans are 'Optional' and must be listed separately, if included.   |
| CO-BUYER SIGNATURE:    |         |   |                                   |                           | NOTE: See the 'Arbitration Provision and Agreement' which is part of this transaction.  |
| Social Security Number: 526-71-0028  |         |   |                                   |                           | Customer responsible for closing costs, points, fees, and insurance.  |
| Birthdate: 09/14/1966 Driver's License # & State: AZ A01126441   |         |   |                                   |                           | Any site improvement allowances included in the purchase price are ESTIMATES ONLY. Any increase from that estimate will be the responsibility of the homeowner. |

**STEWART TITLE GUARANTY COMPANY**  
**ALTA Owners Policy**

**SCHEDULE A**

Date of Policy: 02/14/2001 AT 11:20 A.M.  
Amount of Insurance: \$ 28,000.00

Policy No. O99932136861  
05001462 KKM

1. Name of Insured:

**ARNOLD FATHEREE and TAMARA FATHEREE, Husband and Wife, as Community  
Property With Right Of Survivorship**

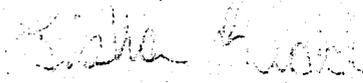
2. The estate or interest in the land described and which is covered by this policy is:  
Fee Simple

3. The estate or interest referred to herein is at date of policy vested in:  
**ARNOLD FATHEREE and TAMARA FATHEREE, Husband and Wife, as Community  
Property With Right Of Survivorship**

4. The land referred to in this policy is described as follows:

**See Exhibit A attached hereto and made a part hereof**

YAVAPAI TITLE AGENCY, INC.



Issued at Prescott, Arizona

Countersignature Authorized Officer or Agent  
TLR:tgc

ALTA Owner's Policy 1992 (Standard Coverage)

# STEWART TITLE GUARANTY COMPANY

Policy No. O99932136861

File No. 05001462 KKM

## SCHEDULE B

This policy does not insure against loss or damage nor against, costs, attorney's fees, or expenses, any or all of which arise by reason of those matters shown in Parts I and II of this schedule.

### PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. The right or claims of title, if any, by the state of Arizona to any portion of the property described in Schedule A by reason of its location in a watercourse which was navigable at Statehood.

SCHEDULE B PART II (CONTINUED)

SCHEDULE B - PART II

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES AND ASSESSMENTS collectible by the County Treasurer not yet due and payable for the following year:

Year                    2001

2. RESERVATIONS OR EXCEPTIONS in Patents or in Acts authorizing the issuance thereof.
3. LIABILITIES AND OBLIGATIONS that may arise by reason of the inclusion of said land within the following named district(s):

Name                    CENTRAL YAVAPAI FIRE DISTRICT  
                              CENTRAL YAVAPAI HOSPITAL DISTRICT  
                              (paid current through taxes)

4. RESERVATIONS, exceptions, conditions, easement and rights of way as set forth in Book 102 of Deeds, page 444, in Book 131 of Deeds, page 325 and in Book 192 of Deeds, page 415.
5. RIGHTS in connection with the mineral estate as reserved in Book 192 of Deeds, page 415.
6. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book    74 of Official Records  
Page                    313-319  
Purpose                pipelines, telephone line, power transmission line and road

7. RIGHTS in connection with the mineral estates as reserved in Book 115 of Official Records, pages 577-580.
8. ALL MATTERS AS SHOWN ON SURVEY:

Recorded in Book of  
Land Surveys No.    1  
Page                    200

9. RIGHTS in connection with the mineral estate as reserved in Book 1772 of Official Records, page 713.
10. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book    1827 of Official Records  
Page                    23  
Purpose                road or highway purposes

11. DECLARATION of Easement as set forth in Book 2042 of Official Records, page 604.

CORRECTION to Declaration of Easement recorded December 20, 1995 in Book 3128 of Official Records, page 600.

CONTINUED

SCHEDULE B PART II (CONTINUED)

12. RESTRICTIONS, CONDITIONS AND COVENANTS, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Book 2042 of Official Records  
Page 614  
Recorded in Book 2172 of Official Records  
Page 863  
Recorded in Book 3000 of Official Records  
Page 896

13. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 3546 of Official Records  
Page 298  
Recorded in Book 3546 of Official Records  
Page 302  
Purpose ingress, egress and public utility

14. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 3746 of Official Records  
Page 843  
Purpose utility

15. THE EFFECT of the failure to record the Affidavit of Affixture.

16. EASEMENTS and rights incident thereto, as set forth in instrument:

Recorded in Book 3811 of Official Records  
Page 443  
Purpose ingress, egress and utilities  
Re-recorded in Book 3818 of Official Records  
Page 446

17. DEED OF TRUST securing the amount shown therein, and any other amount payable under the terms thereof:

Original Principal \$80,000.00  
Dated February 13, 2001  
Recorded February 14, 2001  
Book 3811 of Official Records  
Page 444  
Trustor ARNOLD FATHEREE and TAMARA FATHEREE  
Trustee WELLS FARGO BANK ARIZONA, NATIONAL ASSOCIATION  
Beneficiary WELLS FARGO BANK ARIZONA, N.A., its successors and assigns

continued

SCHEDULE B PART II (CONTINUED)

18. FINANCING STATEMENT between:

|               |                                     |
|---------------|-------------------------------------|
| Debtor        | ARNOLD FATHEREE and TAMARA FATHEREE |
| Secured Party | WELLS FARGO BANK ARIZONA, N.A.      |
| Recorded      | February 14, 2001                   |
| Book          | 3811 of Official Records            |
| Page          | 445                                 |

19. Recitals and information contained in document recorded February 14, 2001 in Book 3811 of Official Records, page 446.

**Exhibit A**

**EXHIBIT "A"**

**All that portion of Lot 29, POQUITO VALLEY, as recorded in Book 8 of Land Surveys, Page 6, Yavapai County Recorder's Office, all in Section 11, Township 15 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:**

**COMMENCING at the Northeast corner of said Lot 29;**

**Thence South 00°09'25" East, (record South 00°19'11" East) 328.22 feet;**

**Thence South 89°55'13" West, 262.91 feet to the TRUE POINT OF BEGINNING;**

**Thence South 00°08'04" East, 331.27 feet;**

**Thence South 89°55'52" West, 263.00 feet;**

**Thence North 00°07'58" West, 331.27 feet;**

**Thence North 89°55'52" East, 262.99 feet to the TRUE POINT OF BEGINNING.**

**RESERVING ONTO THE GRANTOR, their heirs and/or assigns an easement for ingress, egress and public utilities over, under and across the North 25 feet of the above described parcel:**

**TOGETHER WITH an easement for ingress, egress and public utilities over, under and across the North 25 feet of the following described line:**

**All that portion of Lot 29, POQUITO VALLEY, as recorded in Book 8 of Land Surveys, Page 6, Yavapai County Recorder's Office, all in Section 11, Township 15 North Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:**

**COMMENCING at the Northeast corner of said Lot 29;**

**Thence South 00°09'25" East, (record South 00°19'11" East) 328.22 feet to the TRUE POINT OF BEGINNING;**

**Thence South 89°55'13" West, 262.91 feet to the end of this easement.**