

ORIGINAL



0000088614

M. Ryan Hurley
AZ Bar No. 024620
Rose Law Group pc
6613 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85250
Direct: 480.240.5585
Fax: 480.505.3925

RECEIVED

2008 SEP 11 P 4: 07

AZ CORP COMMISSION
DOCKET CONTROL

Attorneys for Transferee AVM-2005, L.L.C.

THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE)	DOCKET NO. W-20496A-06-0751
APPLICATION OF SIGNAL PEAK)	W-02109A-06-0751
WATER COMPANY, INC. FOR)	
APPROVAL OF THE SALE OF ITS)	DECISION NO. 69737
ASSETS AND TRANSFER OF ITS)	
CERTIFICATE OF CONVENIENCE)	RE-FILING OF COMPLIANCE
AND NECESSITY TO AVM-2005,)	ITEM
L.L.C.)	

On July 30, 2007, an Opinion and Order (Decision No. **69737**) was entered in this case that granted the Applicant's request, but which, in addition, required the Transferee AVM-2005, L.L.C. ("**AVM**") to file additional compliance items (see Decision No. 69737, Paragraph 20). One of these items required AVM to file a copy of the franchise issued by Pinal County for the certificated area. Subsequently, AVM requested and received an extension of the deadline for this compliance item until April 25th, 2008 (see Procedural Order dated March 10th, 2008). On April 24th, 2008, AVM did indeed file this compliance item with Docket Control (see **Exhibit A**, Letter and Fed-Ex receipt). However, for some reason this item was never docketed, nor returned to our office, and as such the compliance item remained outstanding.

Arizona Corporation Commission
DOCKETED

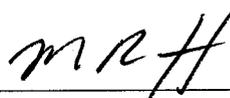
SEP 11 2008

DOCKETED BY	
-------------	--

Therefore, pursuant to a request by the compliance section, AVM hereby re-files a copy of the Franchise issued by Pinal County (*see Exhibit B*, Pinal County Franchise and Authorization)

RESPECTFULLY SUBMITTED this ^{11th}~~9th~~ day of September, 2008.

Rose Law Group pc



M. Ryan Hurley
6613 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85250
Direct: 480.240.5585
Fax: 480.505.3925
Mobile: 602.999.2375
Attorneys for Transferee AVM-2205, L.L.C.

ORIGINAL and thirteen (13) copies of
the foregoing were delivered via Hand Delivery
this 9th day of September, 2008, to:
11

Arizona Corporation Commission
Docket Control
1200 Washington Street
Phoenix, Arizona 85007

A copy of the foregoing was delivered via U.S. Mail
this 9th day of September, 2008, to:

John Paul Jones, Esq.
BUELER JONES, LLP
1300 N. McClintock Drive, Suite B-4
Chandler, AZ 85226-7241

Robert Geake, Esq.
ARIZONA WATER COMPANY
805 North Black Canyon Hwy.
Phoenix, AZ 85015

Ernest G. Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 W. Washington
Phoenix, Arizona 85007-2927

Christopher Kempley, Chief Counsel
Legal Division Arizona Corporation Commission
1200 W. Washington
Phoenix, Arizona 85007-2927

By: _____


EXHIBIT A

**AREAD VISTA DEL MONTE
ARIZONA CORPORATION COMMISSION FILING**

ROSE
LAW GROUP
pc

MARETTE MILLER
6613 N. Scottsdale Road, Suite 200
Scottsdale, AZ 85250
Phone 480.240.5645 Fax 480.505.3925
mmiller@roselawgroup.com
www.roselawgroup.com

April 22, 2008

Arizona Corporation Commission
Docket Control
1200 West Washington
Phoenix, Arizona 85007

Re: Docket No. W-02109A-06-0751

To whom it may concern:

Enclosed is the Resolution of the Pinal County Board of Supervisors approving the transfer of ownership of the Signal Peak Water Company Franchise from San Tan Utilities to AVM – 2005, LLC along with the 13 copies that are required. The docket number in this matter is W-2109A-06-0751.

Please contact me if you have any questions regarding this matter.

Sincerely,



Murette Miller

1 From Please print and press hard.
Date 4/22/08 Sender's FedEx Account Number 2338-7670-4

Sender's Name JORDAN ROSE Phone (480) 505-3936

Company ROSE LAW GROUP

Address 6613 N SCOTTSDALE RD STE 200 Dept./Room/Suite/Room

City SCOTTSDALE State AZ ZIP 85250-7804

2 Your Internal Billing Reference Areed / Vista del Monte
First 2 characters will appear on invoice.

3 To Recipient's Name Doulet Control Phone ()

Company Arizona Corporation Commission

Recipient's Address 1900 W. Washington St. Dept./Room/Suite/Room

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address To request a package be held at a specific FedEx location, print FedEx address here.
City Phoenix State AZ ZIP 85007

0373678354



4a Express Package Service
 FedEx Priority Overnight Next business morning, Monday through Friday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight Standard Delivery NOT available.
 FedEx 2Day Next business day, Tuesday through Thursday unless SATURDAY Delivery is selected.
 FedEx Express Saver Standard Delivery NOT available.

4b Express Freight Service
 FedEx 1Day Freight* Standard business day, Monday through Thursday unless SATURDAY Delivery is selected.
 FedEx 2Day Freight* Standard business day, Monday through Thursday unless SATURDAY Delivery is selected.
 FedEx 3Day Freight** Standard Delivery NOT available.

5 Packaging
 FedEx Envelope* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. * Declared value limit \$500.
 FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
 FedEx Box
 FedEx Tube
 Other

6 Special Handling
 SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx 2Day, FedEx Express Saver, or FedEx 3Day Freight.
 NOT Available for FedEx Standard Overnight, FedEx 2Day, FedEx Express Saver, or FedEx 3Day Freight.
 HOLD Weekday at FedEx Location NOT Available for FedEx Priority Overnight, FedEx 2Day, FedEx Express Saver, or FedEx 3Day Freight.
 HOLD Saturday at FedEx Location Applicable ONLY for FedEx Priority Overnight, FedEx 2Day, and FedEx 3Day Freight to select destinations.
Does this shipment contain dangerous goods? No Yes. One box must be checked.
 No Yes. Shipper's Declaration required.
 No Yes. Shipper's Declaration not required.
Dangerous goods handling dry ice cannot be shipped in FedEx packaging.

7 Payment Bill to: Sender Recipient Third Party Credit Card Cash/Check
FedEx Acct. No. _____
Credit Card No. _____
Dry Ice Dry Ice, 3 UN 185 Cargo Aircraft Only

8 Residential Delivery Signature Options
 No Signature Required (the link without obtaining a signature for delivery).
 Direct Signature (Someone at recipient's address may sign for delivery, *fee applies*).
 Indirect Signature (If no one is available at recipient's address, someone at a neighboring business may sign for delivery, *fee applies*).
519

Total Packages 1 **Total Weight** 1 **Total Declared Value*** \$.00
*Declared value limit \$500.
Rw: Data 10/06/07-Par 7/32/07-01/04-2008 FedEx-PRINTED IN U.S.A.-SIS

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

Español | Customer Support | FedEx Locations Search Go



- Package/Envelope
 - Freight
 - Expedited
 - Office/Print Services *
-
- Ship ▾
 - Track ▾
 - Manage ▾
 - Business Solutions ▾

Track Shipments/FedEx Kinko's Orders Detailed Results

[Printable Version](#) [Quick Help](#)

Tracking number 863877086932
Signed for by R.MESSENGER
Ship date Apr 23, 2008
Delivery date Apr 24, 2008 9:04 AM
Status Delivered
Signature image available [Yes](#)

Reference AREAD / VISTA DEL MONTE
Destination Service type PHOENIX, AZ Priority Overnight

Wrong Address?
 Reduce future mistakes by using [FedEx Address Checker](#).
Tracking a FedEx SmartPost Shipment?
 Go to [shipper login](#)

Date/Time	Activity	Location	Details
Apr 24, 2008 9:04 AM	Delivered	PHOENIX, AZ	



E-mail your detailed tracking results (optional)

Enter your name and e-mail address, submit up to three e-mail addresses, add your message (optional), and click **Submit**. If you include a message, you must enter your name and e-mail address in the fields provided.

Your name:

Your e-mail address:

To e-mail address(es):

Add personal message:

Not available for non-English characters

By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)

EXHIBIT B

PINAL COUNTY FRANCHISE AND AUTHORIZATION

①

w/k Board of Supervisor ✓



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

DATE: 04/05/02 TIME: 1342
FEE : 0.00
PAGES: 7
FEE NO: 2002-017619

Expansion and Amendment Of The Signal Peak Water Company, Inc. Franchise

WHEREAS, Signal Peak Water Company, Inc. received on February 10, 1999, a renewed water franchise from Pinal County to establish and maintain water services, see document number 1999-006552 in the Office of the Pinal County Recorder (hereinafter "Renewed Franchise").

WHEREAS, Signal Peak Water Company, Inc., an Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for expansion of the Renewed Franchise for the purpose of constructing, operating and maintaining water 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 "Expansion").

WHEREAS, upon filing of Signal Peak Water Company, Inc.'s application for the Expansion, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the Expansion to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Expansion was set for 9:30 a.m., on April 3rd, 2002, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

WHEREAS, said application for the Expansion and Amendment having come on regularly for hearing at 9:30 a.m., on April 3rd, 2002; and it appearing from the affidavit of the publisher of the Florence Reminder & Blade Tribune that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Florence Reminder & Blade Tribune published on March 14, 2002, March 21, 2002, and March 28, 2002; and the matter being called for hearing at 9:30 a.m., 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 amend an existing franchise under its general police powers in such matters.

NOW, THEREFORE,

Section 1: DEFINITIONS

The following terms used in this expansion and amendment of the Renewed Franchise shall have the following meanings:

First Amended
Signal Peak Water Company, Inc. Franchise

- 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: Signal Peak Water Company, Inc., a(n) Arizona corporation, its successors and assigns
- E. Grantee's Facilities: Water lines and related appurtenances

Section 2: GRANT

Grantor, on April 3rd, 2002, hereby grants to Grantee, for a period of time not to exceed the Renewed Franchise, this expanded and amended franchise (hereinafter "First Amended Franchise") for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across public streets, alleys and highways, 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 Expansion and the Renewed Franchise (hereinafter "Franchise Area").

Section 3: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE

This First Amended 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 days after the date this First Amended Franchise is accepted by County. This First Amended 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 4: LIMITS ON GRANTEE'S RECOURSE

A. Grantee by its acceptance of the First Amended Franchise acknowledges such acceptance and relies upon grantee's own investigation and understanding of the power and authority of the County to grant said franchise. Grantee by its acceptance of the First Amended Franchise accepts the validity of the terms and conditions of the First Amended 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 First Amended 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 First Amended 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 First Amended Franchise not expressed therein. Grantee by its acceptance of the First Amended 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 First Amended Franchise.

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

D. In case of conflict or ambiguity between the First Amended Franchise and the Renewed Franchise, the provision which provides the greatest benefit to County, as determined solely by County, shall prevail.

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

Section 5: SEVERABILITY

If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the First Amended 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 First Amended Franchise, all of which will remain in full force and effect for the term of the First Amended Franchise or any renewal or renewals thereof.

Section 6: NOTICE

Notices required under the First Amended 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 85232

Grantee:

Signal Peak Water Company, Inc.
P.O. Box 9602
Chandler Heights, AZ 85227

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.

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 cause its official seal to be affixed on 4-3-02.

PINAL COUNTY BOARD OF SUPERVISORS



Jimmie B. Kerr
Jimmie B. Kerr, Chairman

ATTEST:

Sheri Cluff
Deputy Sheri Cluff, Deputy Clerk of the Board

APPROVED AS TO FORM:

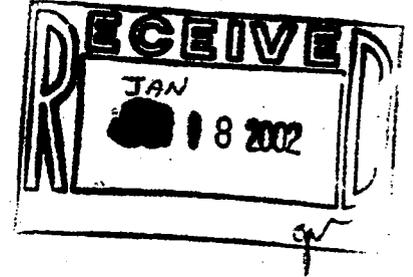
ROBERT CARTER OLSON
PINAL COUNTY ATTORNEY

Rick Husk
Rick Husk, Deputy County Attorney

ELLIS & BAKER, P.C.
ATTORNEYS AT LAW
ellisbaker.com

7310 NORTH 16TH STREET, SUITE 320
PHOENIX, ARIZONA 85020
(602) 956-8878 EXT 206
FAX (602) 224-9663
wdb@ellisbaker.com

January 17, 2002



Gary Medina
Administrator
Pinal County Administrative Services Division
of Special Services
P.O. Box 827
Florence, AZ 85232

Re: Signal Peak Water Company, Inc. – Franchise Request

Dear Mr. Medina:

This office represents Signal Peak Water Company, Inc. Signal Peak has a franchise for its operations in Sections 3, 4 and 9, Township 6 South, Range 7 East, G&SRB&M, Pinal County, Arizona.

Signal Peak Water Company requests an expansion of that franchise into and including all of Section 10, Township 6 South, Range 7 East, G&SRB&M, Pinal County, Arizona. Attached is a map of the existing franchise area and also the expansion area. We are also enclosing a \$200 application fee.

Please submit the draft Franchise Agreement to me for my review and comments.

If there are any questions concerning this, please contact me.

Sincerely,

William D. Baker
For the Firm

/ld

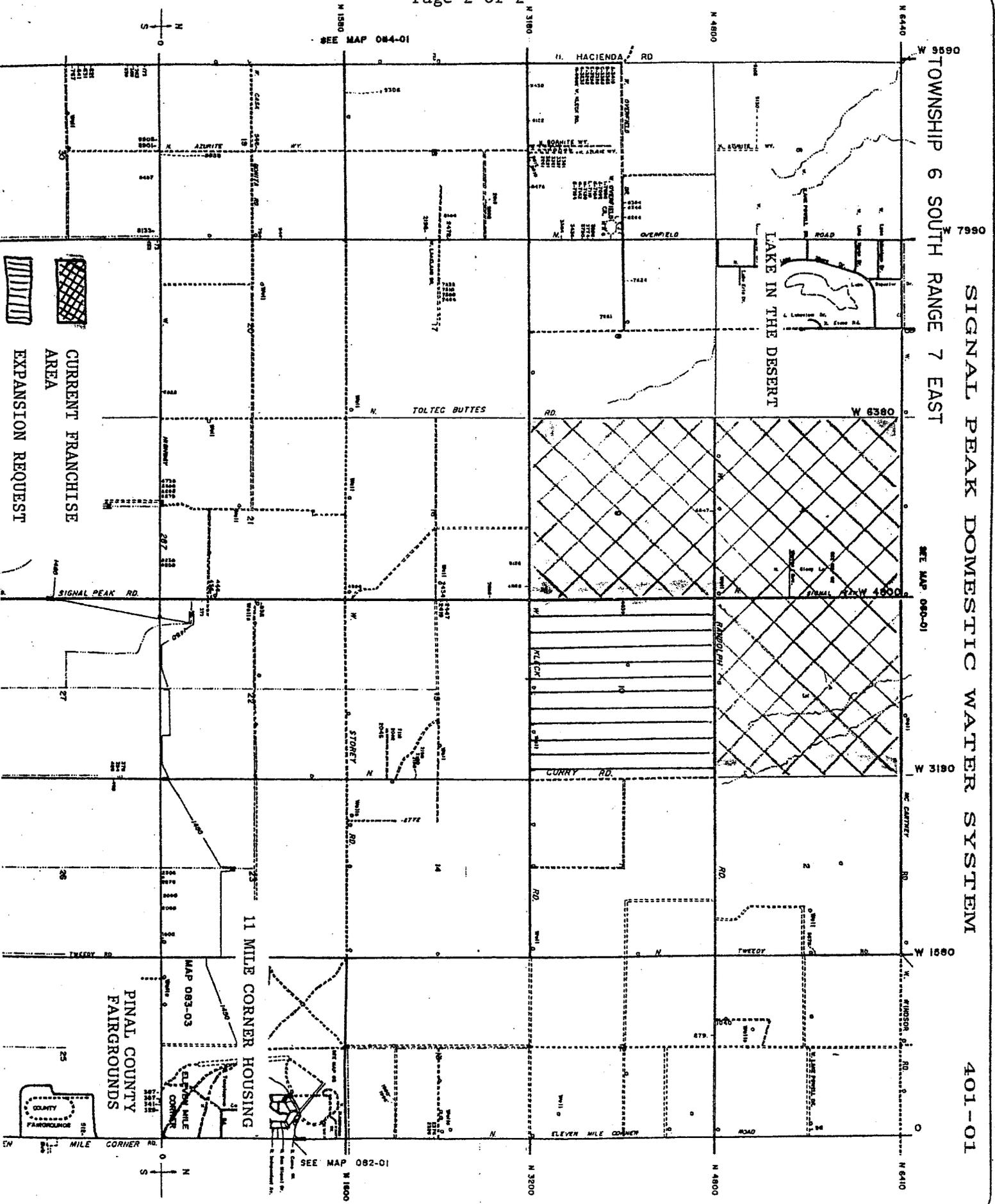
Enclosures (2)

c: Doug Adcox

SIGNAL PEAK DOMESTIC WATER SYSTEM

401-01

TOWNSHIP 6 SOUTH RANGE 7 EAST



 CURRENT FRANCHISE AREA
 EXPANSION REQUEST

PINAL COUNTY FAIRGROUNDS

11 MILE CORNER HOUSING

LAKE IN THE DESERT

SEE MAP 084-01

SEE MAP 082-01

MAP 083-03

SEE MAP 080-01

N 1580

N 3180

N 4800

N 6440

N 1580

N 3200

N 4800

N 6410

W 3180

W 6380

ANIMAL 42xW 4800

W 1580

W 1180

W 670

W 0

7990

W 3180

W 1580

W 1180

W 670

W 0

S

N

S

N



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER**
LAURA DEAN-LYTLE

When recorded mail to:

Pinal County Board of Supervisors
P.O. Box 827
Florence, Arizona 85232

DATE: 04/16/02 TIME: 1623
FEE : 0.00
PAGES: 2
FEE NO: 2002-019614

(The above space reserved for recording information)
CAPTION HEADING

Acceptance of expanded and amended franchise for Signal Peak Water Franchise.
Expanded franchise approval recorded 4/5/02 - fee no. 2002-017619.

ACCEPTANCE OF EXPANDED AND AMENDED FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Signal Peak Water Company, Inc., a(n) Arizona corporation, does hereby accept the April 3rd, 2002, grant of a First Amended Franchise from Pinal County, Arizona, to construct, operate, and maintain water 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 described in the Application, which is made a part hereof.

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 First Amended 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 the County of Pinal to impose the same.

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

Dated this 12th day of April, 2002.

Signal Peak Water Company, Inc.

By: J. Douglas Adcox
Title: Pres.

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 12th day of April, 2002, by J. Douglas Adcox, Pres of Signal Peak Water, a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Teresa J. Thompson
Notary Public

My Commission Expires:

