

ORIGINAL



1 GLIEGE LAW OFFICES, PLLC
2 P.O. Box 1388
3 Flagstaff, AZ 86002-1388
4 (928) 226-8333
5 (928) 606-5260 cell

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6 John G. Gliege (#003644)
7 Attorney for Complainants

AZ CORP COMMISSION
DOCKET CONTROL

BEFORE THE ARIZONA CORPORATION COMMISSION

8 ASSET TRUST MANAGEMENT, CORP.
9 Complainants,
10 v.
11 PINE WATER COMPANY, an Arizona
12 Corporation
13 Respondent.

W-03512A-07-0019
W-03512A-06-0407
W-03512A-06-0613
W-03512A-07-0100

DOCK

MOTION FOR SUMMARY ADJUDICATION

14 COMES NOW ASSET TRUST MANAGEMENT, CORP., {the "Complainants"} by and
15 through their attorney undersigned and submit the following request that the Hearing Officer, pursuant to
16 *Arizona Administrative Code § R14-3-110*, issue an Opinion and Order in conformance with the
17 Stipulation and Confidential Settlement Agreement attached hereto entered into by and between the
18 Complainant Asset Trust Management, Corp. and Respondent Pine Water Company disposing of this
19 case and forwarding the same to the full Corporation Commission for action thereon.

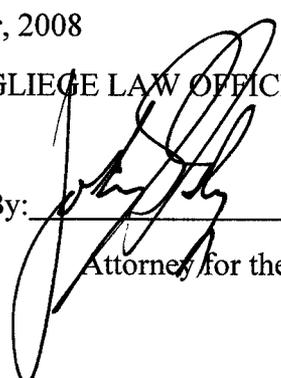
20 There is no reason to justify any delay in concluding these proceedings which have been settled,
21 the Stipulation having been filed in the Docket in the foregoing matter. Any delay in the conclusion of
22 this matter merely prejudices all parties to the agreement. It is thus respectfully requested that this
23 matter be brought to conclusion in the most expeditious manner possible.

24 Respectfully submitted this 2nd day of October, 2008

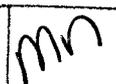
GLIEGE LAW OFFICES, PLLC

25 Arizona Corporation Commission
26 DOCKETED

27 OCT 15 2008

28 By: 

Attorney for the Complainants

29 DOCKETED BY 

1 Original and 13 copies mailed/delivered
2 This 2nd day of October, 2008 to:

3 Arizona Corporation Commission
4 Attn: Docket Control
5 1200 W. Washington
6 Phoenix, AZ 85007

7 Copies of the foregoing mailed/delivered
8 This 2nd day of October, 2008 to:

9 Kevin O. Torrey
10 Attorney, Legal Division
11 Arizona Corporation Commission
12 1200 W. Washington Street
13 Phoenix, AZ 85007
14 ktorrey@azcc.gov

15 Christopher Kempley, Chief Counsel
16 Legal Division
17 Arizona Corporation Commission
18 1200 W. Washington Street
19 Phoenix, AZ 85007

20 Ernest G. Johnson, Director
21 Utilities Division
22 Arizona Corporation Commission
23 1200 W. Washington Street
24 Phoenix, AZ 85007

25 Jay L. Shapiro
26 Fennemore Craig
27 3003 North Central Ave. Ste 2600
28 Phoenix, AZ 85012-2913
29 JSHAPIRO@fclaw.com

David W. Davis, ESQ.
Turley, Swan & Childers, P.C.
3101 N. Central, Suite 1300
Phoenix, AZ 85012-2643
ddavis@tsc-law.com

Robert M. Cassaro
PO Box 1522
Pine, AZ 85544

William F. Haney
3018 E. Mallory St.
Mesa, AZ 85213

Barbara Hall
PO Box 2198
Pine, AZ 85544

CONFIDENTIAL SETTLEMENT AGREEMENT

This confidential Settlement Agreement made and entered into this 10th day of January, 2008, by and between Asset Trust Management {hereinafter "ATM"} and Pine Water Company.

WHEREAS, ATM has filed a complaint with the Arizona Corporation Commission requesting that certain property known as the Eagle Glen Subdivision, the legal description of which was attached to said complaint, except for those lots presently being served by Pine Water Company, be deleted from the Certificate of Convenience and Necessity of Pine Water Company to provide domestic water service; and

WHEREAS, the parties are interested in resolving this matter between them; and

WHEREAS, the parties both recognize that the ultimate decision lies with the Arizona Corporation Commission;

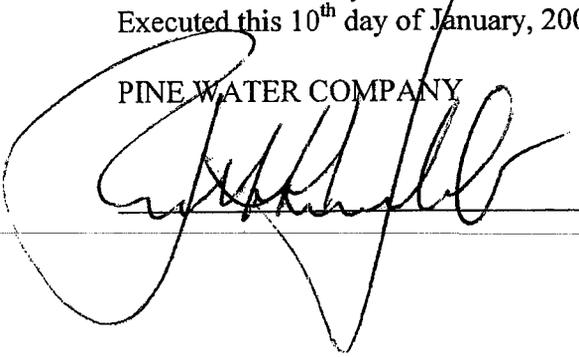
THEREFORE, THE PARTIES HERETO, HEREBY STIPULATE COVENANT AND AGREE THAT:

1. In consideration of the payment of \$50,000.00, in the form of a cashier's check, immediately made by ATM, Pine Water Company will stipulate and agree that it will withdraw all objections heretofore made and not object to the request for deletion by ATM of the territory known as the Eagle Glen Subdivision, except for those lots presently served by Pine Water Company, as the same was described in the Complaint filed herein before the Arizona Corporation Commission. ATM further agrees that, within 15 days of presentation of supporting documentation by Pine Water Company, ATM will further reimburse Pine Water Company for legal fees and costs incurred by Pine Water Company in support of this agreement and the associated stipulation, including participation in any further Arizona Corporation Commission proceedings concerning the deletion of the subject property, up to a maximum amount of \$5000.
2. Pine agrees that it will not, in any forum, jurisdiction, or before any Court, Legislative Body, Administrative Body object to the inclusion of the property referenced above in any Domestic Water Improvement District already existing or to be formed pursuant to Title 48, Chapter 6, Article 1 and 4, *Arizona Revised Statutes* and the provision of domestic water service to such property by such an entity or similar municipal corporation having the powers to provide domestic water service.
3. Pine agrees that the compensation paid herein shall be the just compensation pursuant to *Arizona Revised Statutes* §9-516 which ATM, or any existing or yet to be formed Domestic Water Improvement District would be required to pay pursuant to *Arizona Revised Statutes* §48-909 D, and Pine is not entitled to and further waives any further payment under such statute or the laws of the State of Arizona.

4. The parties agree that in the existing proceeding before the Arizona Corporation Commission that the stipulation of even date executed by the parties shall be submitted to the Arizona Corporation Commission and that neither shall place any further evidence before the Arizona Corporation Commission regarding the deletion of this territory and further that Pine Water Company shall withdraw all objections and evidence in support of such objections to the deletion of the territory described herein.
5. This Settlement Agreement is confidential and shall not be disclosed to any third party except by order of a court or other authority of competent jurisdiction. ATM recognizes that Pine may have to report the amount of money it receives in appropriate documentation to the Arizona Corporation Commission; however the remainder of this agreement shall remain confidential and not be disclosed to any third party.
6. This agreement is binding upon the successors and assigns of the parties hereto. This agreement is subject to the laws of the State of Arizona, and any party prevailing in any action to enforce this agreement shall be entitled to recovery of reasonable attorneys fees and costs.

Executed this 10th day of January, 2008 by the parties hereto.

PINE WATER COMPANY



ASSET TRUST MANAGEMENT



1/10/2008

1 **GLIEGE LAW OFFICES, PLLC**

2 **P.O. Box 1388**

3 **Flagstaff, AZ 86002-1388**

4 **(928) 226-8333**

5 **John G. Gliege (#003644)**

6 **Stephanie J. Gliege (#022465)**

7 **Attorneys for the Complainants**

8 **BEFORE THE ARIZONA CORPORATION COMMISSION**

9 **RAYMOND R. PUGEL AND JULIE B.**

10 **PUGEL, husband and wife as trustees of THE**

11 **RAYMOND R. PUGEL and JULIE B. PUGEL**

12 **FAMILY TRUST,**

13 **and**

14 **ROBERT RANDALL and SALLY RANDALL,**

15 **husband and wife**

16 **Complainants,**

17 **v.**

18 **PINE WATER COMPANY, an Arizona**

19 **Corporation**

20 **Respondent..**

DOCKET NO. W-03512A-06-0407

21 **ASSET TRUST MANAGEMENT, CORP.**

22 **Complainants,**

23 **v.**

24 **PINE WATER COMPANY, an Arizona**

25 **Corporation**

26 **Respondent.**

DOCKET NO. W-03512A-06 -0613

STIPULATION

27 **JAMES HILL and SIOUX HILL, husband and**

28 **wife and as trustees of THE HILL FAMILY**

29 **TRUST,**

Complainants,

v.

PINE WATER COMPANY, an Arizona

Corporation

Respondent.

DOCKET NO. W-03512A-07-0100

1 **BRENT WEEKES,**
2 **Complainants,**
3 **v.**
4 **PINE WATER COMPANY, an Arizona**
5 **Corporation**
6 **Respondent.**

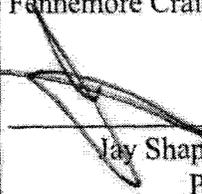
DOCKET NO. W-03512A-07-0019

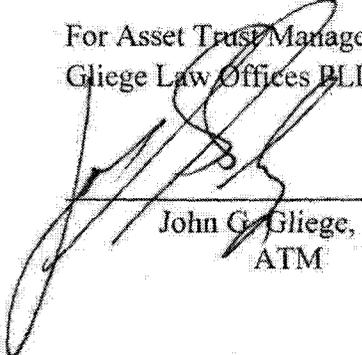
7 Complainant Asset Trust Management {ATM} and Pine Water hereby stipulate and agree that the
8 property set forth in the complaint of ATM, known as the Eagle Glen Subdivision may, except for those
9 lots presently being served by Pine Water Company, be deleted from the Certificate of Convenience and
10 Necessity of the Pine Water Company,. Pine Water Company hereby withdraws all objections it has
11 heretofore made before the Arizona Corporation Commission to the deletion of such territory and all
12 evidence introduced pertaining to the deletion of said territory from its CC&N. Pine Water Company
13 shall raise no objection or defense against the deletion of ATM's property as described in its complaint
14 before the Arizona Corporation Commission or in any other forum.

15 Executed this 10th day of January 2008.

16 For Pine Water Company
17 Fennemore Craig

For Asset Trust Management
Gliege Law Offices LLC

18 
19 _____
20 Jay Shapiro, Attorney for
21 Pine Water Company


22 _____
23 John G. Gliege, Attorney for
24 ATM

25 Original and 17 copies mailed/delivered
26 This 10th day of January, 2008 to:

27 Arizona Corporation Commission
28 Attn: Docket Control
29 1200 W. Washington
Phoenix, AZ 85007

Copies of the foregoing mailed/delivered

1 This 5th day of April, 2007 to:

2 Kevin O. Torrey
3 Attorney, Legal Division
4 Arizona Corporation Commission
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7 ktorrey@azcc.gov

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21 Phoenix, AZ 85012-2913
22 JSHAPIRO@fclaw.com

23 David W. Davis, ESQ.
24 Turley, Swan & Childers, P.C.
25 3101 N. Central, Suite 1300
26 Phoenix, AZ 85012-2643
27 ddavis@tsc-law.com

28 Robert M. Cassaro
29 PO Box 1522
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