

ORIGINAL



0000139515

Mary E. Hansen
8170 Gunsight Ridge Rd.
Payson, Arizona 85541
Telephone: (928)-478-6181
Cell: (928) 951-2799
In Propria Persona

INTERVENTION

RECEIVED
AZ CORP COMMISSION
DOCKET CONTROL

2012 SEP 13 PM 12:33
Arizona Corporation Commission

DOCKETED

SEP 13 2012

DOCKETED by *JM*

COMMISSIONERS

Gary Pierce, Chairman
Paul Newman, Commissioner
Brenda Burns, Commissioner
Bob Stump, Commissioner
Sandra D. Kenndy, Commissioner

Before the Arizona Corporation Commission

J. Alan Smith, Injured Party
Complainant,

vs.

PAYSON WATER CO. INC./BROOKE
UTILITIES INC.

Respondents.

DOCKET NO. W-03514A-12-0007

**APPLICATION FOR INTERVENTION
MOTION TO INTERVENE**

Pursuant to AAC R14-3-105 et seq.

COMES NOW, Mary E. Hansen, a Property and Well Owner and Customer of BROOKE UTILITIES, INC./PAYSON WATER CO. INC. in the Mesa del Caballo System (PWS 04-030) to make her Application for Intervention and Motion to Intervene in the above captioned matter and proceedings in propria persona for the reasons cited in AAC R14-3-105 and the following:

- 1) That I am a Property, Well Owner (Lot 164, Well No. 55-553798) and a Customer within the physical boundaries of Mesa del Caballo that is served by the Utility Companies, Payson Water Co. Inc. (PWC 04-030) and Brooke Utilities, Inc. and have an invested interest in these proceedings;
- 2) That, our Well No. 55-553798 has been listed in the Company's Annual Reports for the years 2002 through 2011 as a Water Sharing Agreement Well source designated as Well No. 55-588967 (a U.S.G.S. Monitor well located in Cochise County on the San Pedro River) and on the Company's 2009 through 2011 Well Production Reports submitted in the above cited Docket as Well No. 55-558967 (a well permitted for Mr. Huddelston but never drilled);
- 3) That I, like so many other Customers of Payson Water Co. Inc. in the MDC System have been adversely affected by the ramifications, abuses and implementation of the Water Augmentation

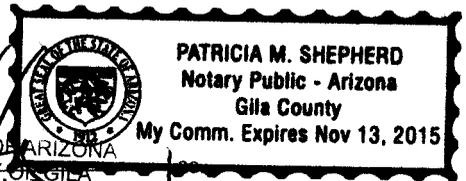
Surcharge(s) on the Community and have been made to suffer through the Augmentation Period of 2012, the Modified Curtailment Plan now in effect under Decision 72901 and the abusive conduct and illegal activities of the Company concerning issues with my property and well;

- 4) That our Well is not now nor to our knowledge ever been under a written Water Sharing Agreement with Brooke Utilities, Inc. and Payson Water Co. Inc.;
- 5) That, we acquired the property in April 2012 and transferred well ownership from Lisa Harmon to us at that time. After the Harmon's lost the property in foreclosure, the Companies continued pumping water from our well without legal right and have not properly compensated successive property or well owner(s) for water from that well. Attached is my sworn affidavit and Exhibits for your review;
- 6) That none of the MDC Water Committee members possessed legal authority to represent the Property Owners or the Customers of the MDC System in the Company's Application for the modification of the Curtailment Plan and implementation of a Water Augmentation Surcharge in previous proceedings before the Commission and prior to Decision 71902;
- 7) That I wish to intervene in these current proceedings and particularly in the issue of Water Augmentation and testimony falsely given by Mr. Hardcastle in regards to my well number, location, and any records produced from 1/2009 to present showing compensation to us or the previous property owner in the previous Docket;

Respectfully submitted this 28th day of August 2012
STATE OF ARIZONA }
COUNTY OF GILA } ss.

This instrument was acknowledged before me this 28 day of Aug, 2012, by Mary E Hansa

In witness whereof I herewith set my hand and official seal
Patricia M Shepherd NOTARY PUBLIC



STATE OF ARIZONA
COUNTY OF GILA
Name of Person, in Propria Persona
This instrument was acknowledged before me this _____ day of _____, 20____, by _____

CERTIFICATE OF SERVICE
The Original and 13 Copies of the foregoing has been mailed this _____ day August 2012 to the _____, NOTARY PUBLIC following:

DOCKET CONTROL
ARIZONA CORPORATION COMMISSION
1200 West Washington St.
Phoenix, Arizona 85007

A Copy of the Original of the foregoing has been mailed this _____ day August 2012 to the following:

Robert T. Hardcastle
P. O. Box 82218
Bakersfield, Ca. 93380

R14-3-105. Intervention as party and other appearances

A. Intervention. Persons, other than the original parties to the proceedings, who are directly and substantially affected by the proceedings, shall secure an order from the Commission or presiding officer granting leave to intervene before being allowed to participate.

B. Application. An application for leave to intervene shall be in writing and must state the basis for the application. Such application shall be served and filed by an applicant at least five days before the proceeding is called for hearing.

Arizona Administrative Code Title 14, Ch. 3

Corporation Commission - Rules of Practice and Procedure December 31, 2006 Page 3 Supp. No 06-4 application for leave to intervene shall be granted where by so doing the issues theretofore presented will be unduly broadened, except upon leave of the Commission first had and received. Upon the granting of an application to intervene by the Commission or the presiding officer, the intervening person shall thereafter be designated an "Intervenor".

C. Other appearances. Notwithstanding the provisions of subsections R14-3-105(A) and R14-3-105(B), any consumer or prospective consumer may appear at any proceeding and make a statement on his own behalf, at a time designated by the Commission or presiding officer. A person so appearing shall not be deemed a party to the proceedings. When two or more interested persons under this rule have substantially like interests and positions, the presiding officer may declare them a class of interested persons for purposes of the hearing. The members of the class shall designate to be spokesman for the class one of their number, or his attorney, or such greater of their number, or attorneys, as the presiding officer shall determine. More than one class may be established for a hearing.

Historical Note

Former Section R14-3-105 repealed, new Section R14-3-105 adopted effective December 17, 1975 (Supp. 75-2).

Mary E. Hansen
8170 W. Gunsight Ridge
Payson, Arizona 85541
Telephone: (928)-478-6181

AFFIDAVIT

State of Arizona)
)
County of Gila) **Subscribed Sworn Sealed**

Now comes Mary E. Hansen, a Citizen of Arizona, a Private Property and Well Owner (Well # 55-553798; Location A(11-10) 23 ABA) in the Mesa del Caballo Subdivision (Tax Parcel 302-34-185; Lot 164; 8170 W. Gunsight Ridge) proceeding in Propria Persona, “without prejudice” to any of my Unalienable Rights; that I do hereby solemnly affirm under oath that I am the Affiant stated herein, having personal knowledge of the facts herein stated, and now deposes and says:

- 1) That, Svanna Jafetsdottir and I became the legal owners of the home, property and well at the above stated address as of April 26, 2012 and transferred the Well Registration from Lisa Harmon (the previous owner) to us shortly thereafter; and further,
- 2) That, Lisa and Ben Harmon had drilled the well located on the property in June of 1996, which they paid Aero Drilling for installing, at some point there after there is believe to have been a verbal agreement entered into allowing the then United Utilities Water Co. to share the well and its water. It is fact that the property and house were connected directly to the Well and that neither the Harmons or subsequent owner Olson were ever connected to the Mesa del Caballo Water System or billed by Brooke Utilities, Inc. or Payson Water Co. for water service; and further;
- 3) That, after Brooke Utilities, Inc. acquired United Utilities’ assets in 1997, payments to the Harmons for water obtained from the “Harmon Well” and pumped into the distribution system stopped. What is estimated to be owed to the Estate of Ben Harmon and to his wife Lisa Harmon by Brooke Utilities, Inc. and Payson Water Co. is approximately \$37,301.04 from the date that Brooke acquired the system and stopped paying them; and further,

- 4) That, after Ben Harmon died the property went into foreclosure on November 4, 1999 due to the fact that the Harmons depended on payments from the Company to pay their mortgage and they were not receiving those payments. The bank took the property over and sold it to the highest bidder on July 26, 2002 (*See: Attached Exhibit 1*); and further,
- 5) That, John Olson purchased the property in a *Deed of Trust* dated April 20, 2005 who subsequently lost it to foreclosure December 13, 2011 *Trustee's Deed Upon Sale (See: Both Documents Attached Exhibit 2)*. Olson never transferred the well ownership from Lisa Harmon to himself or registered the well in his name; and further,
- 6) That, I managed the above mentioned property from Jan. 15, 2009 through November 1, 2011, while ownership of the property belonged to John Olson, and further;
- 7) That, during the Jan. 15, 2009 through November 1, 2011 time period Mr. Olson entered into a **verbal** agreement with Robert T. Hardcastle of Brooke Utilities, Inc. to sell water to Brooke Utilities, Inc. from the "Harmon Well," 33 payments were due and he received a total of only 9 checks from Brooks Utilities, Inc. totaling \$1,998.27 averaging approximately \$222.03 per check. (*See: Attached Exhibit 3*); and further,
- 8) Under the verbal agreement there should have been an additional 24 payments at an average of \$222.03 per check leaving an unpaid balance due of \$5,328.72 which has been sent to collections; and further,
- 9) That, on or about March 10, 2012 and prior to escrow closing, Spectrum Home servicing out of Cottonwood Az., at the direction of Carolyn Stanley (Listing Agent) came onto the property, entered the storage shed and barn and turned off valves to the entire water system associated with the well. They did not terminate the electrical service to the Well Pump and control box system, due to the fact that they did not know B.U.I was utilizing the well and had active power on the property, the combination of this and a faulty pressure valve belonging to B.U.I. the result, was that the pressure tank exceeded its pressure limits and exploded causing extensive property damage to the storage shed and barn, and electrical service to the property, where the pressure tank was located (*Photographs are available of the structural damage caused if necessary*) and the Water

Company refuses to accept any responsibility for the damages because the well is privately owned; and further,

- 10) That, when Brooke Utilities, Inc. personnel and a sub-contractor with Brooke Utilities, came onto the property to make repairs to get the well back online they illegally disconnected the house and property from the well and illegally forced us to be connected to the Mesa del Caballo Water System as the home had no water source because the lines to the property were locked up by B.U.I. As a condition of the mortgage there must be a source, resulting in a \$1300.00 cost to the homeowners for running all new lines from a different direction and a delay in closing of 3 weeks. I personally contacted Mr. Hardcastle and made him aware of the problem his response, "Who is going to pay for my tank", that's 5000.00, "I will have to file a lien on escrow".
- 11) That, since the drilling of our well in 1996 it has always been connected to the house and property. In late 1996 it was also then connected to the Water Company's distributions system. As of March 10, 2012 the well is solely connected to the Mesa del Caballo Water System and pumps directly into the distribution system main line to augment or supplement the water supply of the system. The Mesa del Caballo Water System is owned by Payson Water Co. and Brooke Utilities; and further,
- 12) That, Brooks Utilities, Inc. and Payson Water Co. personnel and a sub-contractor without our permission, knowledge or consent took it upon themselves to disconnect us from our own well, connect us to the water system and forced us to become Customers of the Payson Water Co., MDC Water System without any legal authority and denied us the right to use our water from our well and bring the well in under an alleged regulation and authority by the ACC for payment to the Well Owners; and further,
- 13) That, Brooke Utilities, Inc. and Payson Water Co. have Privateer or Pirated our well and are stealing the water from us without so much as One Dollar in compensation to us for the 500,000 plus gallons of water per month (16,666 gallons per day) that the well produces. Currently we estimate that the Company owes us a minimum of \$1,700.00 plus; and further,
- 14) Brooke Utilities, Inc. and Payson Water Co. have never properly reported in their Well Reports, Profit & Loss statements or in their Annual Reports to the ACC of the true identity or production of this well or its rightful owners as they have listed the well owner(s) by well numbers as being a well

owned by William Huddleston a resident of Mesa del Caballo and as a well owned by the U. S. Geological Survey (Monitor Well) in Cochise County on the San Pedro River (See: **Attached Exhibit 4**); and further,

15) That, we are trying to negotiate an agreement and settlement with Brooke Utilities, Inc. and Payson Water Co. at this time on the well and the water being removed illegally.

Further, Affiant Sayeth Naught.

Signed and Sworn to with reservation of all My Unalienable Rights

Mary E. Hansen seal
**Signature and Seal of Affiant, a Private
Citizen of Arizona, supra**

9/11/2012
date of signature

Subscribed and sworn to before me, a Notary Public, this 11 day of September, 2012.

Seal of Notary:

Antonette Gay
Signature of Notary

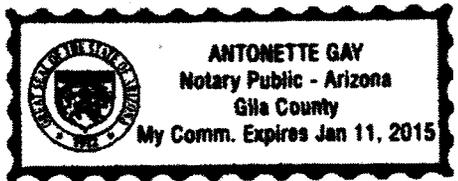


EXHIBIT 1



NOTICE OF TRUSTEE'S SALE

The following legally described property will be sold pursuant to the power of sale under that certain Deed of Trust and Assignment of Rents recorded on November 4, 1999, Recording No. 1999 17688 in the office of the County Recorder of Gila County, Arizona, at public auction to the highest bidder on July 25, 2002 at 4:30 p.m. of said day, at the front steps of the Payson Justice Court, 714 S. Beeline Highway #103, Payson, Arizona 85541.

All right, title and interest conveyed to and now held by it under said Deed of Trust in the following described property:

TAX PARCEL NUMBER: 302-34-185

LEGAL DESCRIPTION

Lot 164, of MESA DEL CABALLO TRACT PLAT THREE, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map No. 215.

Including any mobile home or other fixture.

Qualification of Trustee: The Trustee herein qualifies as a Trustee of the Trust Deed in the Trustee's capacity as a member of the state bar of Arizona as required by A.R.S. §33-803(A).

The undersigned Trustee disclaims any liability for any incorrectness of the street address and/or other common designation shown herein. The property address is purported to be:

164 Gunsight Ridge, Payson, Arizona 85541

ORIGINAL PRINCIPAL BALANCE: \$115,848.00

NAME AND ADDRESS OF CURRENT BENEFICIARY:

AMERICAN GENERAL HOME EQUITY, INC.
8101 N. 35th Avenue, Suite 7
Phoenix, Arizona 85051
Phone No. (602) 973-8400

EXHIBIT 2

RECORDING REQUESTED BY:

Lawyers Title Insurance Corporation

AND WHEN RECORDED MAIL TO:
KENMARK DEEDS LLC

402 W. ROOSEVELT STREET, STE #G
PHOENIX, ARIZONA 85003-1355

RECORDED

PIONEER TITLE AGENCY- RECORDIN

2005-006637

Page: 1 of 5

04/25/2005 04:04P

13 00

209561

ESCROW NO.: 01437904-427-M



SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

Date: April 20, 2005

TRUSTOR: John Olson, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

TRUSTOR'S MAILING ADDRESS:

P. O. Box 33275
Phoenix, AZ 85067

TRUSTEE: LAWYERS TITLE OF ARIZONA, INC., a Corporation
1850 North Central Avenue, Suite 1210, Phoenix, Arizona 85004

BENEFICIARY: KENMARK DEEDS, LLC

BENEFICIARY'S ADDRESS:

402 W ROOSEVELT ST, STE G
PHOENIX, AZ. 85003-1355

PROPERTY situated in County of Gila, State of Arizona, described as:

SEE ATTACHEDL LEGAL DESCRIPTION

THIS DEED OF TRUST is made between the Trustor, Trustee and Beneficiary named above. Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the above-described real property and all buildings, improvements and fixtures located thereon or hereinafter erected thereon, together with the leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income"); SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO covenants, conditions, restrictions, rights-of-way, and easement of record.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING:

(A) Performance of each agreement of Trustor herein contained. (B) Payment of the indebtedness evidenced by promissory note(s) of even date herewith, and any extension or renewal thereof, in the principal sum of SIXTY THOUSAND (\$60,000.00) executed by Trustor in favor of Beneficiary or order. (C) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note(s) reciting that they are secured by this Deed of Trust.

Initials: _____

Initials: _____

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary.

2. To provide, maintain, and deliver to Beneficiary fire insurance policies satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount of so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay: before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the highest rate as is provided for in the note secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation, or any such taking, or for injury to the property by reason of public use or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and for the ownership thereof subject to this Deed of Trust), and, upon receipt of such moneys, Beneficiary may hold the same as such further security or apply or release the same in the same manner and with the same effect as above-provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, without liability therefor, without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof:

Initials:  _____

Initials: _____

17. It is understood and agreed by the parties hereto that the payor shall not assign or otherwise transfer any right, title or interest in or to these premises or this encumbrance during the life of this encumbrance, without the written consent of the payee to such assignment or transfer. In the event of such assignment or transfer without written consent, all indebtedness secured by this encumbrance shall, at the option of the holder, become all due and payable. LAWYERS TITLE OF ARIZONA INC shall have no liability and makes no representation as to the validity of enforceability of said clause.

JOHN OLSON

State of Arizona
County of ~~Gila~~ Maricopa

} SS:

On April 21, 2005 before me personally appeared John Olson (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)

(8/17/99)



Notary Public

Commission Expires: 2-17-08

Initials: JO _____

Initials: _____

EXHIBIT "A"

LOT 164, MESA DEL CABALLO TRACT PLAT THREE, ACCORDING TO
MAP NO 215, RECORDS OF GILA COUNTY ARIZONA

2005-006637

Page: 5 of 5

NO. 102 / 10/2005





RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
GMAC MORTGAGE, LLC
FKA GMAC MORTGAGE CORPORATION
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

Forward Tax Statements to
the address given above

Exempt per 11-1134(B)(1)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS #: AZ1100041027
Loan #: 0359247489
Title Order #: 5720327

TRUSTEE'S DEED UPON SALE

A.P.N.: 302-34-185 1

Executive Trustee Services, LLC, as duly appointed Trustee under the Deed of Trust hereunder more particularly described does hereby GRANT and CONVEY to

**WELLS FARGO BANK, N.A., AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT
RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-2**

herein called Grantee, the following described real property situated in Gila, State of Arizona, described as follows:

**LOT 164, OF MESA DEL CABALLO TRACT PLAT THREE, ACCORDING TO THE PLAT OF RECORD
IN THE OFFICE OF THE COUNTY RECORDER OF GILA COUNTY, ARIZONA, RECORDED IN MAP
NO. 215.**

This conveyance is made pursuant to the powers, including the power of sale. Conferred upon Trustee by the Deed of Trust dated 10/26/2005 executed by JOHN OLSON, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, as Trustor to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EXPRESS CAPITAL LENDING., as beneficiary, and recorded on 11/04/2005, in the office of the County Recorder of Gila County, Arizona in Instrument number 2005-020502, book XX , page XX, and in compliance with the laws of the State of Arizona authorizing conveyance.

TRUSTEE'S DEED UPON SALE

TS #: AZ1100041027
Loan #: 0359247489
Title Order #: 5720327

Said property was sold by Trustee at public auction on 12/06/2011 at the place named in the Notice of Trustee's Sale. Grantee being the highest bidder at such sale, became the purchaser of said property for the amount bid, being \$76,500.00, which payment was made either entirely in cash or by the satisfaction, protanto, of the obligations then secured by said Deed of Trust.

In witness thereof, Executive Trustee Services, LLC, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws

Date: 12/13/2011

Executive Trustee Services, LLC

By: *Dianne Cartee*
Dianne Cartee, Authorized Officer

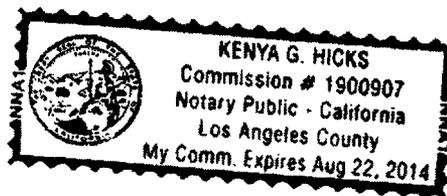
State of California) ss
County of Los Angeles)

On 12/13/2011 before me Kenya G. Hicks, a Notary Public in personally appeared Dianne Cartee who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature: *Kenya G. Hicks*
Kenya G. Hicks



T.S. Number: AZ1100041027
Loan Number: 0359247489
APN: 302-34-185 1

GRANTEE INFORMATION

Whereas, a trustee's sale was completed on real property commonly known as:
8170 W GUNSIGHT RIDGE
PAYSON, AZ 85541-0000

Pursuant to 33-401 of the ARS, notice is hereby given of the current contact information
for Grantee:

Grantee: **WELLS FARGO BANK, N.A., AS TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT RELATING TO
IMPAC SECURED ASSETS CORP., MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-2
C/C GMAC MORTGAGE, LLC FKA GMAC MORTGAGE
CORPORATION**

Contact: 1-800-766-4622

Contact Address: 1100 VIRGINIA DRIVE, FORT WASHINGTON , PA. 19034

Grantee incorporated, organized, licensed, chartered or registered in the state of Arizona
Grantee Chartered of formed in the county of: Gila

EXHIBIT 3

BUI Payables

New		Upload	Actions	Settings	View: All Documents							
Edit	Type	Name	Vendor	Invoice Number	Invoice Total	APL	Voucher Number	Budget Code	Invoice Status	Notes	Assigned to	Consent Archived
		2009 April Olson WSA Invoice	00284 John Olson	000716			00000000000005272		Processed			Yes
		2009 July John Olson WSA Invoice	00284 John Olson	000997			00000000000005739		Processed			Yes
		2009 March Olson WSA Invoice	00284 John Olson	000717			00000000000005271		Processed			Yes
		2009 May Olson WSA Invoice	00284 John Olson	000718			00000000000005274		Processed			Yes
		2009 Nov Olson WSA	JOHN OLSON	11001			00000000000006386	13/05.01.7170.00	Processed			Yes
		633951375436546214	JOHN OLSON	12001			00000000000006614	13/08.01.7170.00	Processed	PYWCo/MdC/WSA		Yes
		634012313762077247	JOHN OLSON	022010			00000000000006930	13/08.01.7170.00	Processed			Yes
		634112694824526077	JOHN OLSON	025010			00000000000007535	13/08.01.7170.00	Processed			Yes
		634140143707009988	JOHN OLSON	62010			00000000000007694	13/08.01.7170.00	Processed			Yes
		634165242063474856	JOHN OLSON	702010			00000000000007930	13/08.01.7170.00	Processed			Yes
		634195543084038974	JOHN OLSON	802010	\$233.26		00000000000008127	13/08.7170.00	Processed			Yes
		634220511738187875	JOHN OLSON	92010				13/08.01.7170.00	Rejected			Yes
		634244689788135553	JOHN OLSON	102010	\$212.63		00000000000008479	13/08.01.7170.00	Processed			Yes
		634274036961846923	JOHN OLSON	112010	\$224.83		00000000000008726	13/08.01.7170.00	Processed			Yes
		634298438863171816	JOHN OLSON	122010	\$217.73		00000000000008843	13/08.01.7170.00	Processed			Yes
		634326871708603506	JOHN OLSON	12011	\$248.82		00000000000009058	13/08.01.7170.00	Processed			Yes
		634347614901823772	JOHN OLSON	22011	\$219.82		00000000000009224	13/08.01.7170.00	Processed			Yes
		634375998432173928	JOHN OLSON	32011	\$205.09		00000000000009354	13/08.01.7170.00	Processed			Yes
		634401941920290940	JOHN OLSON	42011	\$225.18		00000000000009517	13/08.01.7170.00	Processed			Yes
		634431471826709248	JOHN OLSON	052011	\$210.91		00000000000009680	13/08.01.7170.00	Processed			Yes
		John Olson - 032010	JOHN OLSON	032010			00000000000007257	13/08.01.7170.00	Processed			Yes
		Olson 000570	00284 John Olson	000570			00000000000004406		Processed			Yes
		Olson	00284 John Olson	000524			00000000000004137		Processed			Yes
		Olson0309	00284 John Olson	000606			00000000000004523		Processed			Yes
		WSA 8	00284 John Olson	10010			00000000000005975		Processed			Yes

Rejected Mo

* Processed does not mean pd - ~~not~~

24 payments

EXHIBIT 4

JUL 31 1996
 GROUNDWATER MGT

NOTICE OF INTENTION TO DRILL, DEEPEN, REPLACE OR MODIFY A WELL
 PLEASE READ SPECIFIC INSTRUCTIONS, LIMITATIONS AND CONDITIONS ON REVERSE SIDE OF THIS FORM BEFORE COMPLETING

PLEASE COMPLETE ALL ITEMS IN THE BOX BELOW DOWN TO COUNTY OR LOCAL AUTHORITY ENDORSEMENT. IF ANY WATER FROM THE PROPOSED WELL (LISTED BELOW) WILL BE USED FOR DOMESTIC PURPOSES ON A PARCEL OF LAND 20 OR FEWER ACRES, THE APPLICABLE COUNTY OR LOCAL HEALTH AUTHORITY MUST ENDORSE ALL ITEMS IN THE BOX BEFORE SUBMITTING TO THE DEPARTMENT OF WATER RESOURCES.

William Huddleston 2133 W. Nopal Mesa, AZ 85202
 Land Owner's Name Current Mailing Address City State

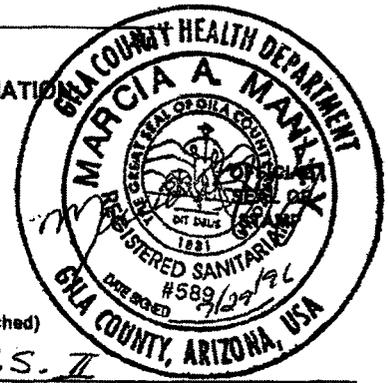
Telephone No. (602) 831-2835 COUNTY ASSESSOR'S PARCEL ID INFORMATION

Well Located In Gila County 302-34-042 .5
 BOOK MAP PARCEL # of Acres

Well/Land Location (must be completed as requested):
 NW 1/4 NW 1/4 NE 1/4 of Section 23 Township 11N N/S Range 10E E/W
 10AC 40AC 160AC COUNTY OR LOCAL AUTHORITY ENDORSEMENT

Check one: Recommend Approval Insufficient information to Make Determination ; Variance Required (Explanation attached)

DATE 7/29/96 AUTHORIZED SIGNATURE [Signature] TITLE R.S. II



GENERAL INSTRUCTIONS FOR FILING NOTICE WITH ADWR

- Section 45-596(D) provides that the Director shall determine that all information required on this form has been submitted. If not, the person filing will be notified, and the drilling, deepening or modification of the well may not proceed.
- Section 45-596(d) provides that the Department has 15 days after the receipt of a complete and correct notice of intention to record the notice and mail duplicate to owner. Drill card will be mailed directly to drilling firm as stated in item #14.
- Please mail two original notices with original signatures, a site plan in DUPLICATE, and a check or money order (no cash) in the amount of \$10. to P.O. Box 458, Phoenix, Arizona 85001-0458 or hand deliver to 500 North Third Street, Phoenix, Arizona 85004-3903. USE BLACK OR BLUE INK
- If the well is a replacement, deepening or modification of an existing well, provide the registration number of the existing well in item 2.
- Construction standards for wells, including abandonment, shall be in accordance with Department Rules.

<p>1. Owner of well: Willaim Huddleston Name 2133 W. Nopal Current Mailing Address Mesa, AZ 85202 City State Zip Telephone No. _____</p>	<p>6. Lessee of land of wellsite: None Name _____ Current Mailing Address _____ City State Zip Telephone No. _____</p>	<p>10. Place of Use (Legal Description Land): Nw 1/4 NW 1/4 NE 1/4 Section 23 10 AC 40AC 160AC Township 11N N/S Range 10E E</p>
<p>2. Action requested: Drill New Well <input checked="" type="checkbox"/>; Deepen <input type="checkbox"/> Modify <input type="checkbox"/> Replace <input type="checkbox"/>. For a replacement well provide: Maximum capacity of the original well _____ gallons per minute; distance from the original well _____ feet. Well Registration No. 55- _____</p>	<p>7. Principal Use of Water; (be specific): Domestic</p> <p>8. Other uses of Water; (be specific): None</p>	<p>11. Type of Well (Check One): Exempt <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/></p> <p>12. Check One: Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/></p>
<p>3. Construction will start about: Month 9 Year 96</p>	<p>9. If use includes irrigation, state to nearest tenth, the number of acres to be irrigated; N/A</p>	<p>13. Is the proposed wellsite within 100 feet of a septic tank system, sewage disposal area, landfill, hazardous materials or petroleum storage area and tanks? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Description of proposed well: Diameter 6 inches Depth 300 feet Type of Casing Steel</p>	<div style="border: 1px solid black; padding: 5px;"> <p>FOR DEPARTMENT USE ONLY</p> <p>File No. 9/11-10/23 9166 Filed 7-31-96 By [Signature] Input _____ By _____ DUPLICATE MAILED Date 8-12-96 Registration 55-558967 AMA/INA _____ W/S 05 S/B _____</p> </div>	<p>14. Drilling Firm: Aero Drilling & Pumps, Name P.O. Box 499 Mailing Address Payson, AZ 85547 City State Zip 520-4742376 Telephone No. 108 DWR License Number C-53 & A-04 ROC License Category</p>
<p>5. Design pump capacity: 5-10 gallons per minute</p>	<p>ENTERED AUG 15 1996</p>	

I State that this Notice is filed in compliance with A.R.S. §§45-595 and 45-596 and is complete and correct to the best of my knowledge and belief and that I understand the limitations and conditions set forth on the reverse side of this form.

Willaim Huddleston
 Typed or Printed Name and Title Signature [Signature] Land Owner [] Lessee of Wellsite, Title Date 7-23-96

ARIZONA DEPARTMENT OF WATER RESOURCES

500 North Third Street, Phoenix, Arizona 85004

Telephone (602) 417-2405

Fax (602) 417-2421

8-12-97



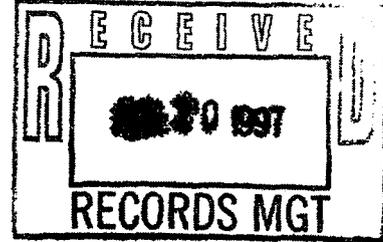
FIFE SYMINGTON
Governor

RITA P. PEARSON
Director

*Did not
Drill. Please
Cancel*

A 110 100 23 A B B WR 558967 BOTH
HUDDLESTON, WILLIAM 12

2133 W NOPAL
MESA AZ 85202 108



Dear Well Owner:

The Department of Water Resources issued drilling authority one year ago for the well referenced by the file and registration number as indicated on the above label. To date, our records show that this well has not been drilled.

The registered well owner must submit a **Completion Report** which specifies the data relating to the pump equipment, within thirty (30) days of installation. There is no time limit by which you must install any pump equipment, but the **Completion Report** (form enclosed) must be submitted within thirty (30) days of installation.

If your well has been drilled, your file needs the above mentioned report to bring the well into compliance with the law, and you should ensure that this is done.

If you have not drilled your well, but it is your intention to do so in the future, this is to advise you that you must refile a **Notice of Intent to Drill** in order to obtain authority to commence drilling.

Your immediate assistance is appreciated. If you have any questions, or need further information, please contact Carlane Stephan at (602) 417-2405.

Sincerely,

CANCELLED

Creola Lasky
Supervisor, Records Management Section

Well Registry Information

Registration Number 55-**588967**

General Construction Status Owner Driller Pump Data

Well Information

Site Type **W - WELL** Well Type **MN - MONITOR** Replaces Well 55-

Location Information

Cadastral **D23022022CBB** Book Map Parcel Latitude **31 24 53** Longitude **110 6 11**

Basin and County Information

Basin **UPPER SAN PEDRO** Sub Basin **76 - SIERRA VISTA** Watershed **11 - SAN PEDRO RIVER**

AMA/ANA **0 - NOT WITHIN ANY AMA OR INA** County **2 - COCHISE**

Site Uses

Water Uses

Site Use 1 **MONITOR**

Water Use 1 **MONITORING**

Site Use 2

Water Use 2

Site Use 3

Water Use 3

GWSI Well Information [What is this?](#)

GWSI Site ID No corresponding GWSI well GWSI Local ID No corresponding GWSI well

Well Registry is ADWR's well database containing reported information on well status, location and construction.