

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2009-091264

10/21/2010

HONORABLE KAREN POTTS

CLERK OF THE COURT
M. Scott
Deputy

MESA EAST PROPERTY OWNERS
ASSOCIATION

GARY C HENDRICKSON

v.

LAND INVESTMENT VENTURES L L C, et al.

LAND INVESTMENT VENTURES L L C
NO ADDRESS ON RECORD

ZONA DIAL
NO ADDRESS ON RECORD
DESERT SCHOOLS FEDERAL CREDIT
UNION
NO ADDRESS ON RECORD
ROYAL EQUITY TRUST
NO ADDRESS ON RECORD
TRAVIS S WILLIAMS

MINUTE ENTRY

11:41 a.m. A Settlement Conference was held this date. Counsel Hendrickson participates on behalf of Plaintiffs. Counsel Williams participates on behalf of Defendant George Roy.

A record of the proceedings is made by audio and/or videotape in lieu of a court reporter.

The Court advises that the parties have reached a settlement and states their agreements on the record as follows:

Currently, Defendant George Roy owns the property located at 308 S. 73rd Place, Mesa,
Docket Code 023

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Arizona 85208, hereafter referred to as the "Property". On the southern side of the residence on the Property there is an unenclosed room. Currently that room is enclosed on the eastern end but not on the southern side (which runs the length of the residence) and not on the western end. That will be the "Room" discussed. Currently there is some plywood or particle board that has been temporarily placed on the length of the southern side of the Room.

Mr. Roy agrees that he will fully enclose this currently open Room by constructing permanent outside covering on the southern section and the western end that is consistent in color match and blend with the existing outside/exterior covering of the residence. Mr. Roy agrees that he will have it completed by May 2, 2011. In order for Mr. Roy to be in compliance by enclosing the Room that runs on the southern side of his residence, he must receive from a City of Mesa inspector written approval that he meets all of the laws and codes of the City of Mesa.

Mr. Roy further agrees that if the enclosure is not completed by May 2, 2011, that Plaintiff will have the right, by this Judgment, to enter his Property without further notice on or after May 2, 2011 and remove any and all personal property that may be in this unenclosed Room that runs the length of the southern side of his residence. The Plaintiff will have the right to take that personal property and deposit it at a third-party storage facility in the name of and for the benefit of Mr. Roy. Mr. Roy will be responsible for any and all storage fees for the storage of that property. Plaintiff will have no obligation to pay any of the storage fees as of and after the time the property is deposited at the storage facility. Mr. Roy and Plaintiff agree that the storage of that personal property will then become subject to the contract with the third-party storage facility and to terms thereof, which may grant the storage facility the right to dispose of the property for non-payment by Mr. Roy. These contract terms will govern and Plaintiff will have no legal obligations to Mr. Roy once the property is deposited at the storage facility.

Plaintiff has the right, on or after May 2, 2011, to remove the plywood or particle board or what other material might be on any end or side of that not yet enclosed Room, in addition to the personal property.

Mr. Roy agrees to pay reasonable attorney's fees to Plaintiff in the total amount of \$1,000.00 if he completely encloses the Room and obtains inspector approval on or before February 2, 2011. Mr. Roy agrees to pay a total of \$2,000.00 in attorney's fees if he completely encloses the Room with inspector approval on or before March 2, 2011; and a total of \$3,000.00 in attorney's fees if he completely encloses the room with inspector approval on or before May 2, 2011. Mr. Roy agrees that Plaintiff will have a judgment lien on his real property as of May 2, 2011 for these attorney's fees. Mr. Roy agrees to pay \$25.00 per month beginning June 2, 2011,

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and continuing every month thereafter on the 2nd day of the month, as a minimum payment on the attorney's fees Judgment. If Mr. Roy fails to make a payment, Plaintiff is required to give Mr. Roy 30 days written notice and a 30 day opportunity to cure prior to initiating any foreclosure proceeding on this judgment lien.

These agreements fully resolve any and all issues and disputes between the parties known and unknown as of this date.

The parties agree to the terms as set forth on the record.

IT IS ORDERED directing that by **November 22, 2010**, the parties shall submit a signed stipulation, a proposed Judgment and a stipulation to dismiss with prejudice to the Court for signature.

11:52 a.m. Matter concludes.

**PLEASE NOTE: IMPORTANT INFORMATION RE: CD/VIDEOTAPE
FEE CURRENTLY IN EFFECT**

This Courtroom uses an electronic recording system for the record. All CDs and videotapes will be provided by the Court, regardless of when the copies are made. A fee of \$20.00 will apply to all copies requested, either on the day of the hearing or for hearings recorded on an earlier date. Forms to request a recording of a proceeding are available in the Self-Service Centers and in the JAVS and FTR courtrooms.

If a party wants a court reporter to record a proceeding in this Court, a written request must be filed at least 48 hours before the commencement of the proceedings.

A person requesting a daily copy CD or videotape must complete the appropriate request form and pay the applicable fee at the Self-Service Center. Upon payment of the appropriate fees through the Self-Service Center, a receipt will be issued which shall then be presented to Court staff for preparation of the CD or videotape in the customary manner.

A person wanting a copy of a hearing from a previous occasion must contact Ken Crenshaw at 602-506-7100.

This case is eFiling eligible: <http://www.clerkofcourt.maricopa.gov/efiling/default.asp>

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