

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2002-023966
CV 2002-070576

04/15/2003

HONORABLE JOSEPH B. HEILMAN

CLERK OF THE COURT
D. Berkland
Deputy

FILED: 05/01/2003

DERRICK R BUSSEY

GEORGE E GRIFFETH

v.

STACEY M VIETZKE

TRACY M KRALL

MINUTE ENTRY RE:
80(d) AGREEMENT / TRIAL VACATED /
MATTER PLACED ON INACTIVE CALENDAR

LET THE RECORD REFLECT that, prior to hearing, an informal conference was held in chambers. Following the conference, counsel and the parties met to discuss a settlement and this case came before the Court at 1:30 p.m.

1:30 p.m. This is the time set for Pretrial Management Conference. Plaintiff is present and represented by counsel, George Griffeth. Defendant is present and represented by counsel, Tracy Krall.

A recording of this proceeding is being made by CD/video in lieu of a court reporter.

Derrick Bussey and Stacey Vietzke are sworn.

Counsel for Plaintiff informs the Court that the parties have reached a full settlement in this matter, which is stated on the record by counsel for Plaintiff as follows:

1. Plaintiff will be permitted to purchase the property located at 6755 West Buckskin Trail, Peoria, Arizona 85382, so long as he is able to close escrow on or before May 31, 2003.

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2. The purchase price shall include the existing mortgage and the pool loan.
3. Defendant shall vacate the premises 14 days after the actual date of close of escrow.
4. Plaintiff shall pay one-half of the pool payment for May 2003.
5. Should Plaintiff fail to close escrow on or before May 31, 2003, Defendant agrees to pay Plaintiff the sum of \$3,000, which represents back payment of the mortgage that Plaintiff made while he was not residing in the home.
6. The agreement assumes that Defendant must sign a purchase agreement that has been presented to her for her review. Defendant must return said purchase agreement to counsel for Plaintiff on or before April 18, 2003 at 5:00 p.m. Additionally, Defendant must allow reasonable access to the home for the purpose of an appraisal.
7. Defendant's failure to comply or delay those agreements set forth above shall toll the time period for the closing date.
8. Defendant shall incur no out-of-pocket expenses as a result of the sale of the home.
9. Each party shall bear their own attorney's fees.

The Court accepts the parties' agreement, having found that the parties knowingly, intelligently, and voluntarily entered into said agreement and that said agreement is equitable. Therefore,

THE COURT FINDS that the parties have entered into a binding Rule 80(d) agreement, which will be enforceable by the Court consistent with the record made by counsel.

IT IS THEREFORE ORDERED approving and adopting the agreements of the parties, as stated on the record, pursuant to Rule 80(d), Arizona Rules of Civil Procedure.

IT IS FURTHER ORDERED placing this matter on the **Inactive Calendar** for **dismissal on June 6, 2003** without further notice unless prior to said date a judgment is entered or filed, a Stipulation for Dismissal is presented, or a Motion to Set and Certificate of Readiness is filed.

IT IS FURTHER ORDERED vacating the Trial set before this Court on April 29, 2003 at 9:00 a.m.

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IT IS FURTHER ORDERED signing this minute entry as a formal Order of this Court.

/S/ HONORABLE JOSEPH B. HEILMAN

JUDICIAL OFFICER OF THE SUPERIOR COURT

1:55 p.m. Matter concludes.