

**When recorded, return to:**



**B-4629 P-641**  
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RESL 4272280

Town of Camp Verde  
Town Clerk  
473 S. Main Street, Suite 102  
Camp Verde, AZ 86322

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**Caption Heading:** Resolution 2008-754  
Jordan Meadows – Vacation of a portion of Right-of-way



**RESOLUTION 2008-754**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
VACATING A PORTION OF THE RIGHT-OF-WAY OF SPRUCE COURT TO  
THE OWNER OF LOT 17  
OF JORDON MEADOWS WITHIN THE TOWN LIMITS**

*RECITALS:*

A. The Town council previously approved a Final Plat for JORDON MEADOWS that contained a street identified as Spruce Court a portion which was dedicated from Lot 17.

B. As originally platted, Spruce Court was to continue into un-subdivided parcels to the south now terminates at Lot 17.

C. The owner of Lot 17 ("Owner") has petitioned the Town for vacation of a portion of Spruce Court adjacent to Lot 17 and the Town agrees that best use of this portion of Spruce Court is for landscaping and beautification.

D. The Town finds that it is in best interest of the public that a portion of Spruce Court be vacated by the Town to the Owners pursuant to A.R.S. 28-7205.

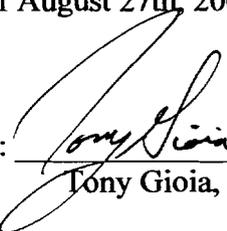
**BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF  
CAMP VERDE AS FOLLOWS:**

1. That that portion of Spruce Court, legally described on Exhibit A attached hereto is vacated and title shall revert to the Owners of record of Lot 17 Jordon Meadows recorded at BK 16, of Maps and Plats, PG 19 records of Yavapai County.
2. All currently existing rights of way or easements are reserved pursuant to A.R.S. 28-7210.
3. Owners shall submit to the Town an executed Agreement for receipt of the vacated property containing terms acceptable to the Town for landscaping, beautification, utility procedures, maintenance and release of the Town that shall be recorded with this Resolution,



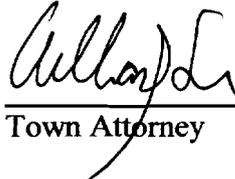
4. The vacation of the property herein shall be conditioned upon the execution and recordation of the Agreement signed by the Owners as set forth in 3 above and recordation of this Resolution.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of August 27th, 2008.

Approved:   
Tony Gioia, Mayor

Date: 9/2/08

Approved as to Form:

  
Town Attorney

Attest:

  
Deborah Barber, Town Clerk



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RD ABNDMNT 07-01  
8-27-08

**EXHIBIT A**  
(Legal description of vacated roadway)



RECEIVED  
JAN 14 2008

BY: MJ

**LEGAL DESCRIPTION**

**PARCEL "A"**

Being a portion of SPRUCE COURT Right of Way as depicted on the subdivision plat of Jordan Meadows recorded at Book 16 of Maps and Plats, Page 19, records of Yavapai County, Arizona, being situated in a portion of Section 7, Township 13 North, Range 5 East of the Gila and Salt River Base and Meridian, Town of Camp Verde, Yavapai County, Arizona, more particularly described as follows:

**COMMENCING** at a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the Southwesternmost corner of Lot 17 of said Jordan Meadows subdivision from which a found plastic capped iron bar stamped "LS 5357" monumenting the Northernmost corner of said Lot 17 bears North 42°43'48" East, a measured geodetic bearing and Basis of Bearings for this description (of record North 42°45'00" East), a distance of 331.19 feet (of record 331.00 feet);

THENCE South 89°56'55" East (of record South 89°56'30" East) along the South line of said Lot 17, being also the South line of said Jordan Meadows subdivision, a distance of 283.70 feet (of record 283.71 feet) to a plastic capped iron bar stamped "RLS 37401" (set) monumenting the Southeasternmost corner of said Lot 17, being also the Southwesternmost corner of said Spruce Court Right of Way (also known as Spruce Street) said point monumenting the **POINT OF BEGINNING**;

THENCE North 00°11'56" East (of record North 00°03'30" East) along the Southeasterly line of said Lot 17 and along the Westerly Right of Way line of said Spruce Court, a distance of 25.12 feet (of record 25.00 feet) to a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the point of curvature of a circular non-tangent curve to the right, concave Southeasterly, the radius point of which bears South 89°48'34" East, a distance of 25.00 feet (of record 25.00 feet);

THENCE Northerly, Northeasterly and Easterly, along said Southeasterly line of said Lot 17, along the Northwesterly Right of Way line of said Spruce Court and along the arc of said curve, through a central angle of 89°31'06", an arc length of 39.06 feet, said curve being subtended by a chord bearing of North 44°56'59" East and a chord length of 35.21 feet to a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the end of said curve;

THENCE South 89°56'29" East (of record South 89°56'30" East), along the Southeasterly line of said Lot 17 and along the Northerly Right of Way line of said Spruce Court, a distance of 55.42 feet, (of record 54.98 feet) to a plastic capped iron bar stamped "RLS 37401" (set) monumenting the Easternmost corner of said Lot 17, being also the Southwesternmost corner of Lot 16 of said Jordan Meadows subdivision and being also a point on the North Right of Way line of Spruce Court;

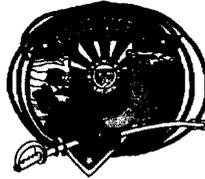
THENCE South 35°45'13" East, a distance of 61.71 feet to a plastic capped iron bar stamped "RLS 37401" (set) monumenting a point on the South Right of Way line of said Spruce Court, being also the South line of said Jordan Meadows subdivision;



THENCE North 89°56'55" West, along said South line, a distance of 116.44 feet to the **POINT OF BEGINNING.**

Containing 0.11 acres, more or less.





## AGREEMENT FOR RECEIPT OF PROPERTY FROM THE TOWN OF CAMP VERDE

The parties of this agreement are the Town of Camp Verde, Arizona, a municipal corporation (hereinafter referred to as "Town") and Carlos & June Trinidad, owners, (hereinafter referred to as "Owner") of certain Property adjacent to right-of-way property which has been abandoned by the Town pursuant to Resolution 2008-\_\_\_\_\_.

### THE PARTIES AGREE AS FOLLOWS:

1. **Abandonment:** The Town of Camp Verde has abandoned or will abandon a certain portion of the right-of-way at the end of Spruce Street adjacent to Lot 17 of Jordan Meadows Subdivision and more particularly described in the legal description attached as Exhibit "A" hereto and incorporated herein by reference. The Town has abandoned this property to Owner, and Owner shall from the date of the signing of this Agreement own the Property in fee simple title subject to the easements and rights described herein. This easement shall run with the land and exist in perpetuity and forever.
2. **Easements:** The parties agree that Owner shall own the Property subject to the following easements and rights of the Town of Camp Verde, and utility companies which have existing utility lines, pipes or other utility facilities within the boundaries of the Property.
  - a. An easement shall be reserved to any utility company which presently has utility lines, pipes or other utility facilities located within the boundaries of the Property for the purpose of maintenance, repair or reconstruction, and the right of ingress and egress for same. This easement shall run with the land and exist in perpetuity and forever.
3. **Landscaping:** Owner shall landscape or otherwise improve the Property within ninety (90) days of the signing of this Agreement, weather permitting. At least thirty (30) days prior to any landscaping or construction upon the Property, Owner shall submit to Town working drawings or plans. In addition, Owner shall:
  - a. Be solely responsible for locating any existing utility lines, pipes or other utility facilities prior to any landscaping or construction upon the Property. "Blue Staking" shall be performed unless waived in writing by the Town of Camp Verde Zoning Administrator.
  - b. Maintain the irrigation system or method of irrigation to maintain the landscaping on the Property.
  - c. Maintain any improvements placed upon the Property. This maintenance shall be the sole responsibility of the Owner or any future Owner(s) of the Property.
  - d. Comply with the other requirements and procedures for abandonment of the public right-of-way in accordance with the Town Community Development Department.
4. **Permits:** Owner shall be responsible for obtaining all sign permits, building permits, or other permits required by the Town or other governmental agency before beginning landscaping or other construction upon the Property.
5. **Notice to Utilities:** At least five (5) days prior to any additional landscaping or other construction of improvements upon the Property, the Owner shall notify any and all utility companies and the Town of Camp Verde of the proposed date for the start of construction.



- 6. **Release:** OWNER ACKNOWLEDGES AND AGREES THAT OWNERSHIP OF THE PROPERTY IS SUBJECT TO THE TOWN'S AND ANY EXISTING UTILITY COMPANY'S EASEMENT RIGHT FOR THE PURPOSES OF CONSTRUCTION, INSTALLAION, MAINTENANCE, REPAIR OR EXPLORATION OF EXISTING OR FUTURE UTILITIES, SIDEWALKS OR OTHER PEDESTRAIN-TYPE EASEMENTS OR THE LIKE. OWNER HEREBY RELEASES TOWN FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY UPON THE PROPERTY EXCEPT SUCH DAMAGE OR INJURY AS IS CAUSED BY THE ACTS OR OMISSIONS OF THE TOWN.
- 7. **Reversion:** In the event that Owner or any future Owner violates the conditions of this Agreement, fee simple title to the property shall revert to the Town of Camp Verde; however, the Town shall first have to file a lawsuit in a court of competent jurisdiction within Yavapai County to enforce this Agreement. In any such lawsuit filed by the Town, the Town shall have the right to reversion of fee simple title to the Property in addition to any other remedies the Town may have of law or in equity. Nothing in this paragraph shall limit the remedies Owner may have against the Town at law or in equity.
- 8. **Other Documents:** The parties agree to make and execute any other documents reasonable necessary to effectuate the promises and covenants in this Agreement, including, but not limited to executing formal easement documents which are in recordable form.
- 9. **Recorded:** This Agreement and Resolution 2008-\_\_\_\_ shall be recorded in the Office of the Yavapai County Recorder, Prescott, Arizona, as an easement and covenant, which shall run with the land in perpetuity. This Agreement and Resolution 2008-\_\_\_\_ is intended to bind the Owner(s) and any future Owner of the Property with respect to the use and maintenance of the Property.

DATED this 21 day of July, 2008.

[Signature]  
OWNER

[Signature]  
OWNER

STATE OF ARIZONA )  
                                  ) ss.  
County of Yavapai )

SUBSCRIBED AND SWORN to before me this 21st day of July  
2008 by CARLOS TRINIDAD  
JONES TRINIDAD, the property owner.

[Signature]  
Notary Public

My Commission expires:

4-9-2011

