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When recorded, return to:



B-4629 P-643
Page: 1 of 26
AG 4272282

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

Caption Heading: Development Agreement



RESOLUTION 2008-755

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND CHERRY CREEK TRAIL, LLC. DUGAN MCDONALD, OWNER FOR THE DEVELOPMENT OF PROPERTY KNOWN AS RINGO RIO AND LOCATED BETWEEN OLD HIGHWAY 279 AND SR 260 ON PARCELS 403-16-001F AND 403-15-002P, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

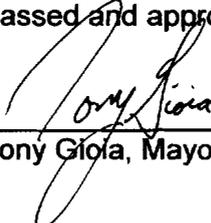
RECITALS:

- A. The Town has the authority to enter into development agreements pursuant to ARS §9-500.05.
- B. The Developer has met the requirements pursuant to Section 108 S.4. of the Planning and Zoning Ordinance to obtain a Development Grading Permit by providing a Development Agreement and a Bond of Assurance to ensure the completion of the grading and/or the reclamation of the property.
- C. It is determined in the best interest of the Town that it enters into the Development Agreement with Dugan McDonald for the proposed development of property located between Old Highway 279 and State Route 260 on parcels 403-16-001F and 403-15-002P.

NOW THEREFORE, BE IT RESOLVED:

- 1. That the development agreement between the Town and Cherry Creek Trail LLC, Dugan McDonald owner, with the effective date of September 24, 2008 is approved; and
- 2. That the Mayor is authorized to execute the agreement for and on behalf of the Town.

Passed and approved this 24th day of September 2008.



 Tony Gioia, Mayor

Date: 9/25/08

Attest:



 Deborah Barber, Town Clerk

Approved as to form:



 Town Attorney



When Recorded Please

Return To:

Town of Camp Verde
Office of the Clerk
473 South Main Street, Suite 102
Camp Verde AZ 86322

DEVELOPMENT AND GRADING AGREEMENT

THIS DEVELOPMENT AND GRADING AGREEMENT (the “**Agreement**”) is entered into this 24th day of September, 2008 (“**Effective Date**”), by and between CHERRY CREEK TRAIL, LLC, OWNER DUGAN L. McDONALD, a married man dealing with his sole and separate property, the “**Developer**” and the TOWN OF CAMP VERDE, an Arizona municipal corporation (the “**Town**”). This Agreement is entered into pursuant to Town Resolution Number 2008-755.

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into development agreements with landowners and persons having an interest in real property that is located in the Town; and

B. WHEREAS, this Agreement is entered into pursuant to Section 108 (S) COMPREHENSIVE GRADING REGULATIONS of the Town’s Planning and Zoning Ordinance.

C. WHEREAS, the Developer is the owner of Ringo Rio (the “**Property**”) real property located roughly Section 9 and 10, Township 14 North, Range 4E, Gila and Salt River Base and Meridian, Yavapai County, Arizona, which is more specifically described on Exhibit A; and

D. WHEREAS, the Property is located within the Town limits; and

E. WHEREAS, this Agreement is consistent with the portions of the Town’s General Plan applicable to the Property on the date this Agreement is executed; and

F. WHEREAS, the Town’s governing body has authorized execution of this Agreement by Resolution No. 2008-755 a copy of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:



1.1. Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Director of the Community Development Department. A certificate of completion will not be issued until the entire project is completed in conformance with the Agreement and accepted by the Town.

1.2. Town shall mean and refer to the Town of Camp Verde, an Arizona municipal corporation, and any successor public body or entity.

1.3. Developer shall mean and refer to Dugan L. McDonald, a married man dealing with his sole and separate property or any successor, if the property is sold before completion of the proposed development.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the Town, as the case may be, pursuant to the terms of this Agreement. The Improvements are generally described on Exhibit B. (collectively, the "Project")

1.5. Preliminary PAD shall mean and refer to that Preliminary PAD which sets forth specific uses, densities, features and other development matters with respect to the Property.

1.6. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A. This approved development agreement will be recorded and attached to the deed for the described property.

1.7. Grading Plan as used in this Agreement shall refer and relate to the intended use of the property for purposes of this Agreement and is set forth in Exhibit C. Exhibit C sets forth those portions of the property that are currently in the process of being designed and engineered, as well as the preliminary "pre-formal design" rough Grading Plan being designated herein and hereafter as "Phase One" of the overall project.

1.8. Schedule of Performance shall mean and refer to that schedule of performance agreed to by the Town and the Developer as set forth in Exhibit D attached hereto and incorporated herein by this reference, which supercedes all previous schedules of performance applicable to the Property.

1.9. Project shall mean the work described in the Grading Plan and the Improvements.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall continue and exist from the Effective Date of this Agreement until a "Certificate of Completion" for the Improvements is issued by the Town, unless sooner cancelled as provided in Sections 2.3 and 3.2 of this Agreement.



2.2. Schedule of Performance. The Town and the Developer intend that the planning and development of the Property shall be achieved pursuant to the Schedule of Performance attached hereto as Exhibit D.

2.3. Failure of Timely Performance. In the event that the Developer fails to perform any of its obligations which are set forth in or contemplated by this Agreement or in the Schedule of Performance in a timely manner, and should such failure not otherwise be excused by written agreement between the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the Town shall have the right to terminate this Agreement and any and all other remedies available at law or equity.

2.4. Approval and Processing of Plans and Permits. The Town hereby acknowledges and agrees that the grading of the Property may occur over a span of two (2) years after the Effective Date and may require the Town's ongoing participation in the review and approval of modifications and amendments to any site plans, grading plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the Town's current building and development requirements.

2.5. Review Process. The Town acknowledges the necessity for expeditious review by the Town of all plans and other materials ("**Submitted Materials**") submitted by the Developer to the Town hereunder and agrees to use its reasonable efforts to accomplish such an expeditious review of the Submitted Materials whenever possible.

ARTICLE 3. TERM

3.1. Term. The term of this Agreement shall be for two (2) years, commencing on the Effective Date and subject to annual extensions at the sole discretion of the Town Council until the completion of the "Project".

3.2. Early Termination. The Town shall have the right to terminate this Agreement early if, in the discretion of the Town, the Developer has failed to perform, as defined in Section 2.3 above, including (without limitation) the Developer's failure to timely commence or continue grading and development of the Property.

ARTICLE 4. CONSTRUCTION

4.1. Construction Duration. The Developer shall obtain a grading permit pursuant to the requirements of Section 3306 of the 1997 Uniform Building Code, (or a similar requirement under a later adopted building code) and a development grading permit pursuant to Section 108 (S) Comprehensive Grading Regulations of the Town's Planning and Zoning Ordinance, as may be amended from time to time no later than no later than 60 days from the approval of this Development Agreement.

4.2. Construction of Improvements. Developer, at his own expense, does hereby agree to construct and or grade the designated site of the project in strict accordance with the approved Grading Plan therefore. (Exhibit C) as described in Exhibit D as "Phase One". Final Grading



and improvements for each additional phase must be built to the development and grading plans as approved and permitted by the Town of Camp Verde.

4.3. Assurance. The Developer does hereby agree to post a bond or other approved and acceptable form of assurance (“**Assurance**”) to the Town of Camp Verde for the rehabilitation of the Property or completion of any infrastructure improvements required by the Town for all phases of the development should there be any delay in the completion of any and each phase of the Project. The Assurances to the Town of Camp Verde for each phase of this Project shall be based on the Project Engineers’ cost estimate subject to the approval of the Town Engineer.

4.4. Additional Assurances to the Town of Camp Verde. Prior to the construction and/or rehabilitation of each and every phase of the Project, the Developer shall provide such additional assurances as are required by the Town based upon the Town engineers’ cost estimate. The amount of the additional required assurance then shall be posted and made available to the Town prior to commencing construction on any specific phase.

4.5. No Other Work to be Done During the Grading Process. The Developer does hereby agree that during the period of time that the rough grading of the Property is being conducted, unless earlier terminated as set forth herein, Developer shall not commence, construct, or perform any other work on the Project other than that which has been approved as shown on the Phase One Grading Plan (Exhibit C), or as otherwise been approved in writing by the Town of Camp Verde.

4.6. Formal Design and Engineering Drawings. The Developer does hereby acknowledge and agree that formal design and engineering drawings must be completed by the Developer’s design engineer, Luke A. Sefton, P.E., Southwest Engineering Consultants, and shall be presented to the Town of Camp Verde for review and approval. The Developer also acknowledges that proper assurances must be posted prior to commencing construction on any other phase of construction, including any finish grading or construction of any kind other than what is shown on the Grading Plan designated herein as Phase One (Exhibit C).

4.7. Issuance of Permits. The Town shall not issue any permit for development of the Property or any portion of the Property, unless the Town has agreed to and received an acceptable form and amount of Assurance.

4.8. Substitution of Assurance. The Developer may submit substitute Assurance in the form and amount acceptable to the Town at any time during which the Developer is not in default under the terms of this Agreement. Should the ownership of the Property change, the responsibility for the Assurance may be transferred to Developer’s successors or assigns. However, prior to any transfer or substitution of assurance, the Developer must first receive the written approval of the Town Engineer. Any subsequent sale, lease, or other assignment of the Property shall be subject to all of the provisions contained in this Agreement. Pursuant to A.R.S. §9-500.05(D), the benefits and burdens of this Agreement are binding on and inure to the parties’ respective successors in interest and assigns.



4.9. Assurance of Construction. This Agreement is submitted as an Assurance that the Developer will construct the Improvements as required by State and local law and as set forth in the Plats and/or Construction Drawings accepted and approved by the Town of Camp Verde.

4.10. Commencement of Construction. Developer agrees to commence construction of the rough grading "Phase One" of this Project within ninety (90) days after the Effective Date. All other Improvements and construction shall be commenced and conducted in accordance with a mutually agreed upon written timeline between the parties. Said timeline shall substantially conform to the formal design and engineering plan as described in the Grading Plan. The grading of the Project shall begin within ninety (90) days after the Effective Date.

ARTICLE 5. INDEMNIFICATION

5.1. Developer agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and consultants ("**Indemnified Group**") for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Developer's acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Developer or a subcontractor or anyone for whose acts any of them may be liable.

5.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, including but not limited to the mere act of entering into this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Developer, or if covered by insurance, Developer's insurer, all of which must be approved by the Town, which approval shall not be unreasonably withheld or delayed. The Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the Town may engage its own attorney to defend or assist in its defense, and the Developer shall pay the reasonable costs and expenses thereof.

5.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If Developer neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Developer's liability to the Indemnified Group in connection with such recovery or judgment. If the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and Developer shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

5.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.



ARTICLE 6. MEDIATION AND DEFAULT

6.1. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yavapai County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

6.2. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 7. TERMINATION

7.1. Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

ARTICLE 8. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

8.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

8.2. No Personal Liability. No member, official or employee of the Town shall be personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the Town, (b) for any amount which may become due to the Developer or its successor or assign, or (c) pursuant to any obligation of the Town under the terms of this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by



registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the Town: Town Manager
 Town of Camp Verde
 473 South Main Street, Suite 102
 Camp Verde, Arizona 86322

With a copy to: Town Attorney
 Town of Camp Verde
 473 South Main Street, Suite 102
 Camp Verde, Arizona 86322

If to the Developer: Dugan L. McDonald
 PO Box 3270
 Camp Verde, Arizona 86322

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

9.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

9.3. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the Town warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the Town that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

Exhibit A	Legal Description of Property
Exhibit B	Description of Improvements



Exhibit C Grading Plan
Exhibit D Schedule of Performance

9.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The Town shall record the amendment or cancellation in the official records of the Yavapai County Recorder.

9.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yavapai County, Arizona, and the parties hereby waive any right to object to such venue.

9.9. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yavapai County Recorder no later than ten (10) days after the Town and the Developer execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

9.11. Notice of Conveyance or Assignment. The Developer shall give notice to the Town of any sale of any portion of the Property at least ten (10) days prior to the effective date of the sale.

9.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

9.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

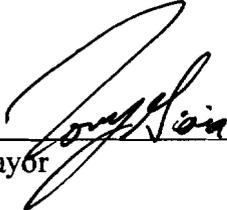
9.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the Town shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Town or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.

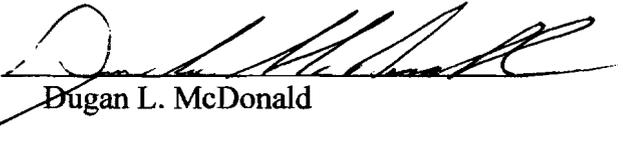


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE TOWN OF CAMP VERDE, an
Arizona municipal corporation

THE DEVELOPER:

By:  9/29/08
Mayor

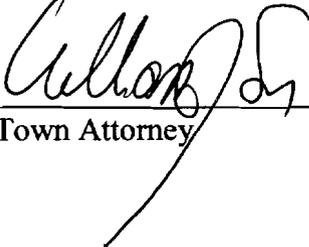
By: 
Dugan L. McDonald

Date: 9.29.08

ATTEST:

By: 
Town Clerk

APPROVED AS TO FORM:


Town Attorney

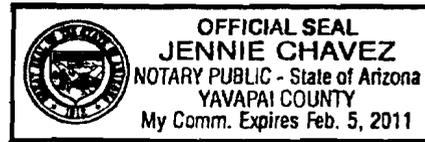


STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 29th day of Sept, 2008, by Tony Gioia, Mayor of the Town of Camp Verde, Arizona, a municipal corporation.

Jennie Chavez
Notary Public

My Commission Expires: 2-5-11



STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 29th day of Sept, 2008, by Dugan L. McDonald.

Jennie Chavez
Notary Public

My Commission Expires: 2-5-11



EXHIBIT "A"

LEGAL DESCRIPTION
FOR

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 14 N., RANGE 4 E., G&SRB&M, CAMP VERDE, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 9 AND 10.

THENCE N. 0° 26' 25" E. (BASIS OF BEARINGS), ALONG THE SECTION LINE, A DISTANCE OF 1284.45 FEET.

THENCE N. 32° 18' 10" W., ALONG THE CENTER LINE OF OLD HIGHWAY 279, A DISTANCE OF 58.23 FEET.

THENCE N. 88° 30' 21" W., ALONG THE 1/16TH LINE, A DISTANCE OF 375.96 FEET.

THENCE S. 41° 53' 54" W. A DISTANCE OF 1402.09 FEET.

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, ALONG THE NORTHERLY R/W LINE OF STATE HIGHWAY 260, SAID CURVE HAVING A CENTRAL ANGLE OF 5° 12' 10", A RADIUS OF 7537.27 FEET, A CHORD BEARING OF S. 55° 55' 58" E., A CHORD DISTANCE OF 684.19 FEET, A CURVE LENGTH OF 684.42 FEET.

THENCE S. 58° 25' 06" E. ALONG SAID R/W A DISTANCE OF 403.71 FEET.

THENCE ALONG A CURVE TO THE RIGHT ALONG SAID R/W LINE HAVING A CENTRAL ANGLE OF 8° 21' 07", A RADIUS OF 7739.44 FEET, A CHORD BEARING OF S. 54° 14' 23" E., A CHORD DISTANCE OF 1127.18 FEET, A CURVE LENGTH 1128.18 FEET.

THENCE, NON TANGENT, N. 40° 32' 29" E., A DISTANCE OF 99.92 FEET.

THENCE N. 38° 34' 07" E. A DISTANCE OF 734.74 FEET.

THENCE N. 32° 23' 14" W. ALONG THE CENTER LINE OF OLD HIGHWAY 279, A DISTANCE OF 333.92 FEET.

THENCE N. 88° 32' 47" W. A DISTANCE OF 836.38 FEET TO THE BEGINNING.

A PARCEL CONTAINING 49.58 ACRES MORE OR LESS.

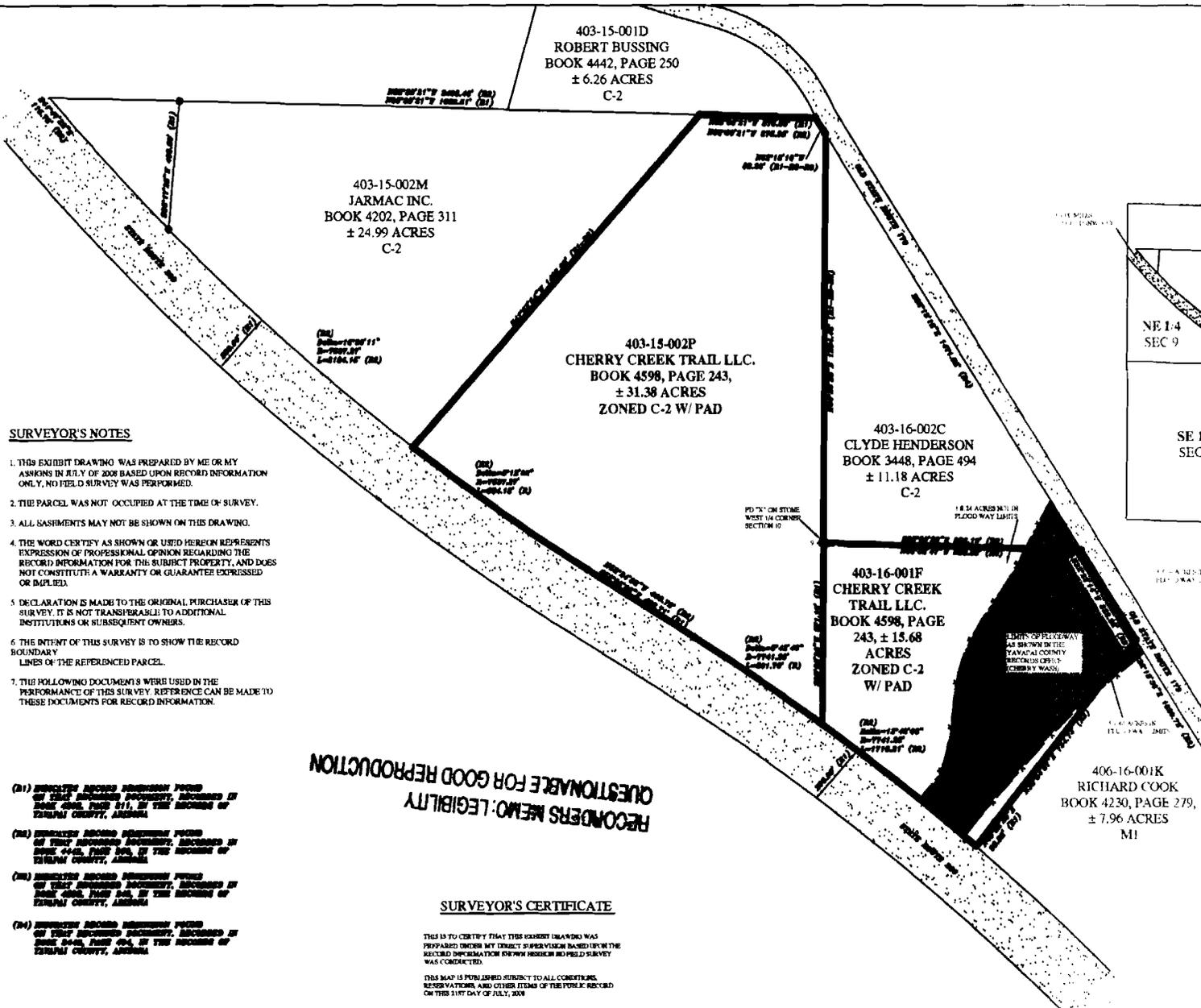
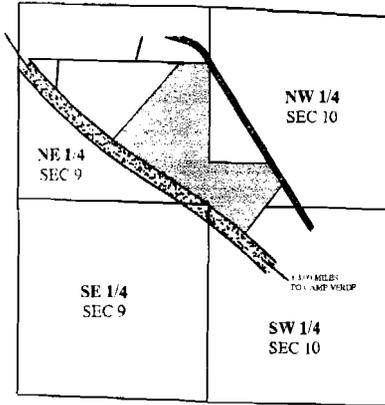
EXHIBIT A-1

EXHIBIT DRAWING

OF 403-15-002P AND 403-16-001F
 LOCATED IN SECTIONS 9 AND 10,
 TOWNSHIP 14 NORTH, RANGE 4 EAST,
 GILA & SALT RIVER BASE & MERIDIAN,
 YAVAPAI COUNTY, ARIZONA

LEGEND:

- NADA 15 RECORD LOCATION
- ◆ NADA 15 RECORD CORNER POINT



SURVEYOR'S NOTES

1. THIS EXHIBIT DRAWING WAS PREPARED BY ME OR MY ASSKINS IN JULY OF 2008 BASED UPON RECORD INFORMATION ONLY, NO FIELD SURVEY WAS PERFORMED.
2. THE PARCEL WAS NOT OCCUPIED AT THE TIME OF SURVEY.
3. ALL EASEMENTS MAY NOT BE SHOWN ON THIS DRAWING.
4. THE WORD CERTIFY AS SHOWN OR USED HEREON REPRESENTS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE RECORD INFORMATION FOR THE SUBJECT PROPERTY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
5. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
6. THE INTENT OF THIS SURVEY IS TO SHOW THE RECORD BOUNDARY LINES OF THE REFERENCED PARCEL.
7. THE FOLLOWING DOCUMENTS WERE USED IN THE PERFORMANCE OF THIS SURVEY. REFERENCE CAN BE MADE TO THESE DOCUMENTS FOR RECORD INFORMATION.

- (M) REFERENCED RECORD INFORMATION FROM [RECORD INFORMATION]

RECORDERS MEMO: LEGIBILITY
 QUESTIONABLE FOR GOOD REPRODUCTION

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE HEREDITARY WAS PREPARED UNDER MY CLOSE SUPERVISION BASED ON THE RECORD INFORMATION KNOWN HEREON IN FIELD SURVEY WAS CONDUCTED.

THIS MAP IS PUBLISHED SUBJECT TO ALL CONDITIONS, RESERVATIONS, AND OTHER ITEMS OF THE PUBLIC RECORD ON THIS 31ST DAY OF JULY, 2008.

DONALD L. McDONALD R.L.S.

JOB # 08-0402C	SHEET 1 OF 1
DATE: 07/21/2008	DRAWN BY: DLN
HERITAGE	
LAND SURVEYING & MAPPING INC.	
DONALD L. McDONALD R.L.S. PO BOX 9870 CLANDY PARKER, AZ 85522 520-577-5170	



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Exhibit B

DESCRIPTION OF THE RINGO RIO DEVELOPMENT AT CHERRY CREEK

Ringo Rio RV Resort:

The RV resort as shown on the attached Conceptual Master Plan of the project, being made a portion hereof by the reference, includes approximately 100 RV spaces and 100 park model spaces. All of these spaces are located within a park like setting that includes: walking trails, fishing ponds, swimming pool, recreation areas and ample green space for the enjoyment of the residents.

With the construction of the park will also come the construction of the Welcome Center Building. This building will be of Rural Western design and shall include:

Guest check in, Park Maintenance Office, Convenience Store, Laundry and Shower facilities. Free shuttle rides to Cliff Castle Casino will also be provided

All of the RV spaces within the park will have full hookup facilities, and are thoughtfully designed in such a way that backing-up of the RV Units will not be necessary.

All of the Park Model units within the park will be outfitted with wrap-around porches for the enjoyment of the residents.

Tract A shown on the Conceptual plan is reserved for a Gas Station and Maintenance Facility (This area will be sold or leased for development). Half of the maintenance facility would be made available to the residents to allow them to conduct routine maintenance, if they so desire (Tools and Space would be rented from the RV Park).

Ringo Rio Commercial & Retail Area:

The commercial & retail area of the development is situated within a park like setting. Our over all design concept for this area is to create an environment where the enjoyment of the grounds is as enjoyable as the shopping and dining experiences offered.

****Please make reference to the attached Conceptual Drawing.**

The steak house, country store and cantina within this area will be constructed first as attributes to the RV park (they will also be open to the public). The thought being that the 200 + unit RV Park would help support these ventures financially, and also the availability of the steak house, country store and the cantina would help make the RV a popular place to stay.



Please note that there is a Special Event Area located between the steakhouse and the lake. This space allows ample room for events such as music and art performances.

The over all building designs shall be of rural, western design and will set the tone for the remainder of the retail sites.

The wastewater treatment plant will be located within the commercial and retail area; this plant will be installed as a portion of the first phase of the R.V. Park. The treated reclaimable water from this plant will be utilized throughout both the RV and the Retail areas for irrigation purposes.

DESCRIPTION OF THE PHASES

Phase One (31 acres)

Activity during this phase will include the rough grading of the site. This grading shall take place on the northerly 31 acres of the project site and includes the removal and/or re-distribution of approximately 800,000 cubic yards of earth.

The purpose of this rough grading project is to take out the large hills and mounds located on the project site that are not conducive to the development of the RV Resort. This design principle is based on accessibility issues associated with maneuverability of large RV units. Providing ease of access and maneuverability within the park will make the park very attractive to the customer. Currently, the main access point off of Old 279 is a steep hill and must be drastically reduced during the grading phase to create an inviting entrance to the park. All of the roadway within the park will be paved and there will be concrete pads and fire places for each of the RV sites.

Phase Two (31 acres total)

Finish grading of the RV Park, including roadways, ponds, pool, RV pads and spaces, the installation of all underground utilities and drainage structure and the construction of the building pads.

80,000 cubic yards of earth moved during the phase.

Phase two also includes finishing the second 1/2 of the RV Park of 50 RV spaces, and 50 park model spaces, the construction of the 14,000 square foot Welcome Center building, the paving of the roadways, pouring the concrete RV pads, installation of the package wastewater plant, building of the ponds, and landscaping.

Phase Three (15 of the original 31 acres)

Completion of the remainder of the RV Park, (50 RV spaces and 50 park model spaces), the paving of the roadway, cleaning up of the RV pad sites, the pouring of the concrete pads and the completion of landscaping.

* Water for drinking and fire protection to be provided by Camp Verde Water.



* Irrigation and pond water being provided from two wells located on the site, and is to be supplemented by the wastewater treatment plant.

Phase Four (15 acres total)

The grading of the retail site will be done during this phase, and the creation of a park area will include the installation of all of the underground utilities and drainage structures, building pads, trail systems, pond and green space, the paving of the parking and roadways as shown on the conceptual plan.

The construction of a 6,000 square foot steak house, a 4,000 square foot cantina, and 3,500 square foot country store, will be complete the build out to provide additional attributes to the public and for the enjoyment of the RV Park residents.

The historic Post Office, originally the Cornville Post Office, will be somewhat restored and added to the area as a charming centerpiece.

The remaining building pads will be for lease. This vacant land may be used as a meeting area or utilized as a festival area, until all of the spaces are leased.

EXHIBIT B-1

RINGO RÍO

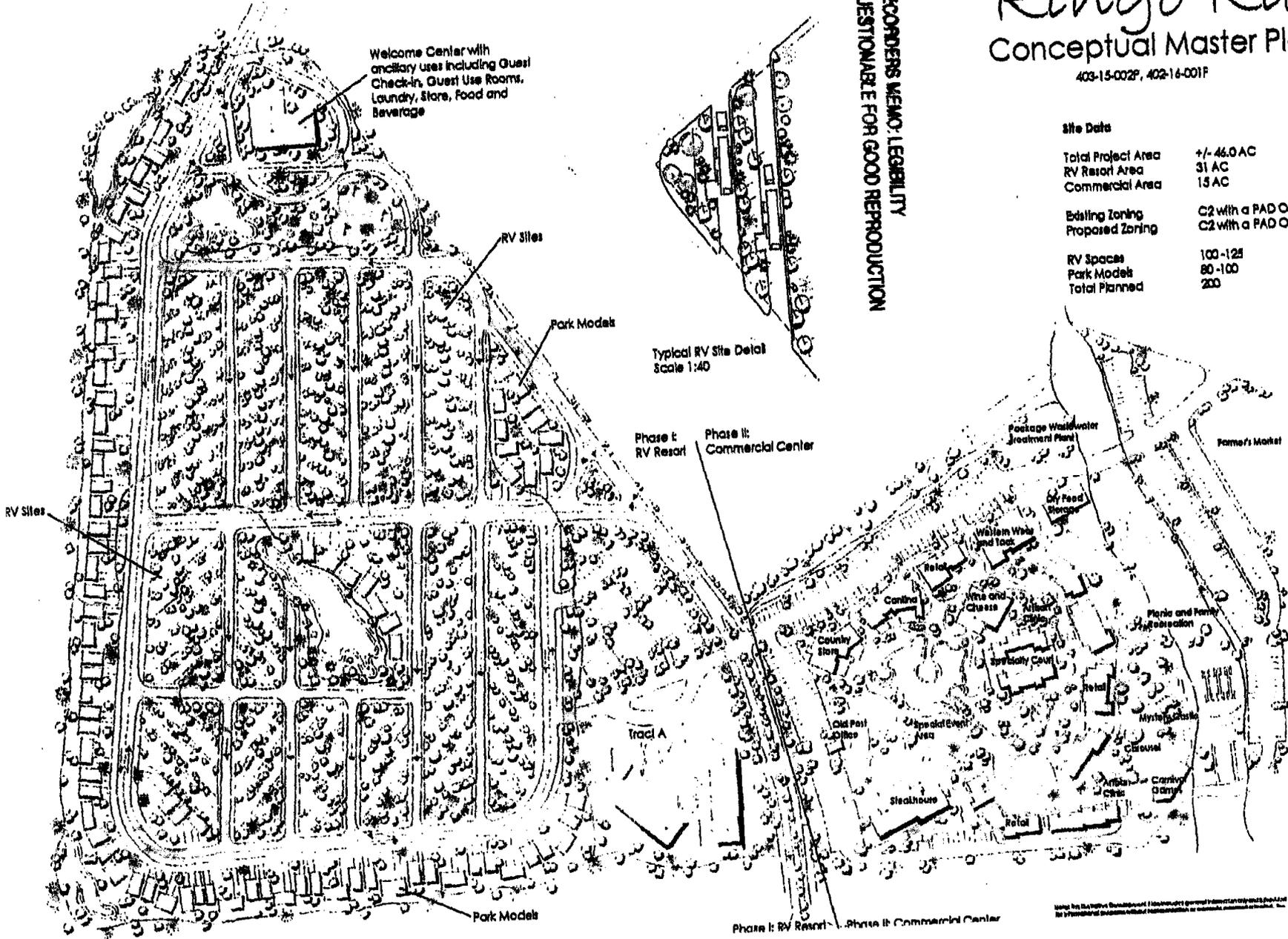
Conceptual Master Plan

403-15-002P, 402-16-001P

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

Site Data

Total Project Area	+/- 46.0 AC
RV Resort Area	31 AC
Commercial Area	15 AC
Existing Zoning	C2 with a PAD Overlay
Proposed Zoning	C2 with a PAD Overlay
RV Spaces	100-125
Park Models	80-100
Total Planned	200



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4272282

Owner
Dugan Lee McDonald
738 South Parks Drive
Camp Verde, AZ 86322
928-447-9170
928-447-4351 Fax



Professional Engineering Corporation, Inc.
20 East Mountain Rd., Suite 1
Phoenix, AZ 85028

Using the highest level of professional skill and care, the engineer or architect has prepared this plan for the purpose stated. It is not to be construed as a warranty of performance or a contract.

EXHIBIT C-1

RINGO RIO RV RESORT PRELIMINARY GRADING PLAN

SITUATED IN THE NW4, NE4 & SE4 OF SECTION 9 & THE SW4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE, YAVAPAI COUNTY, ARIZONA
PARCEL NOS. 403-16-001F & 403-15-002P

ENGINEER/PLANNER:
ARMSTRONG LAND SURVEYING AND MAPPING, INC.
 DANNY MCCONNELL
 P.O. BOX 3370
 CAMP VERDE, AZ 86301
 928-867-2170

ENGINEER/LAND PLANNER:
SEC, INC.
 20 DRIVE BRIDGE CREEK #9
 SEDONA, ARIZONA 86338
 (928) 282-7707 FAX: (928) 282-0721
 REGISTRATION NUMBER: P.E. 6267
 P.E. 3782

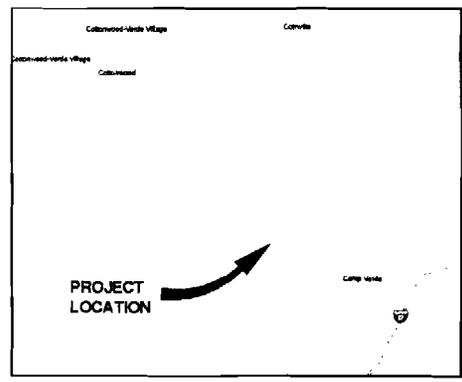


VERTICAL SCALE IN FEET
 HORIZONTAL SCALE IN FEET

SURVEYOR:
ARMSTRONG LAND SURVEYING AND MAPPING, INC.
 DANNY MCCONNELL
 P.O. BOX 3370
 CAMP VERDE, AZ 86301
 928-867-2170

NOTE: ORIGINAL GRADED CONTOURS SHOWN HEREIN WERE TAKEN FROM A REPRODUCTION MAP PREPARED BY TRUE NORTH SURVEYS, INC., 4140 SECTION ONE, COTTSPRING ARIZONA, DATED 6/28/1994.

- LIST OF SHEETS**
 SHEET 1 MASTER GRADING PLAN
 SHEET 2 CONSTRUCTION NOTES
 SHEET 3 STORM WATER POLLUTION PREVENTION PLAN



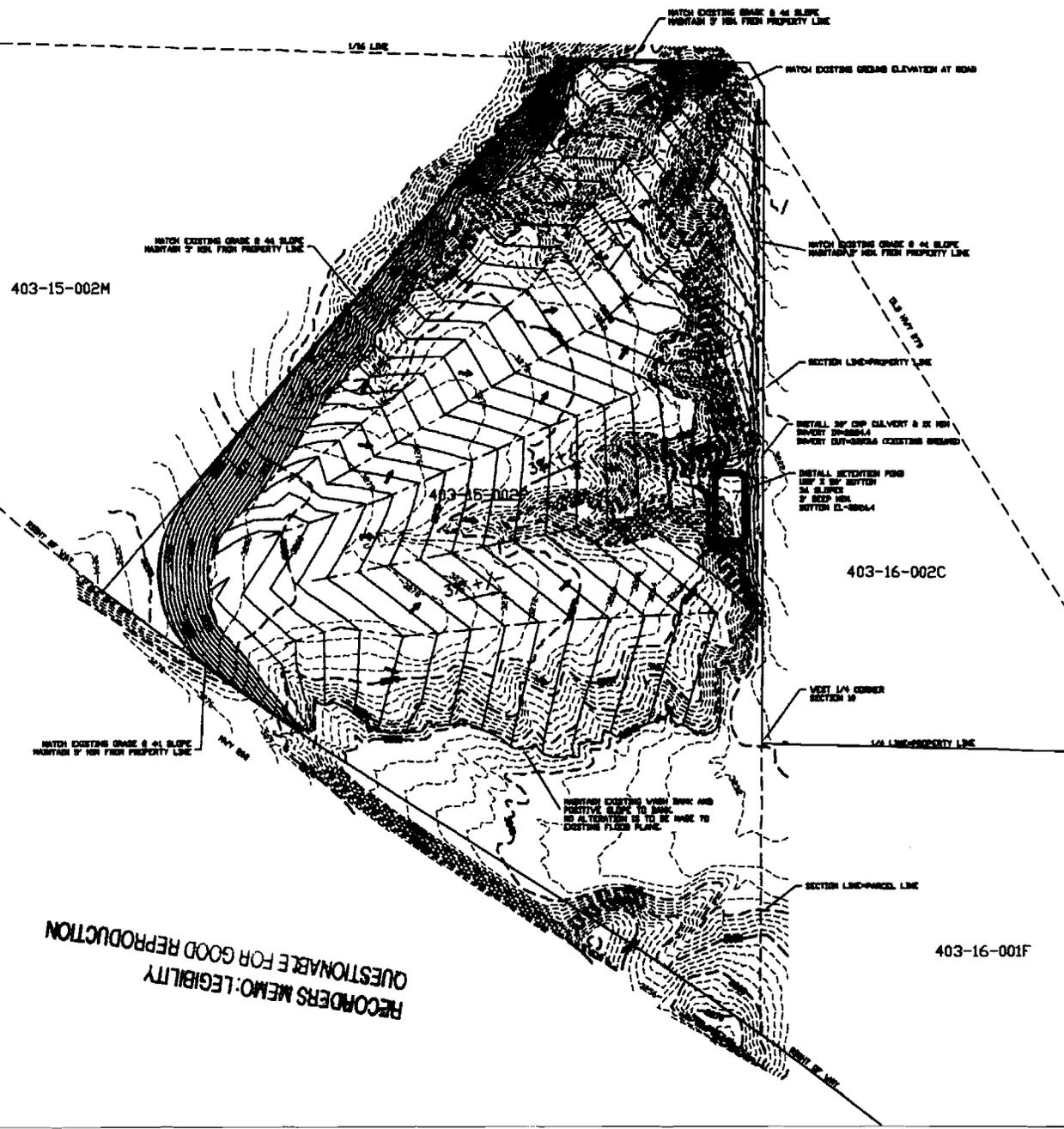
VICINITY MAP

ESTIMATE OF QUANTITIES

CUT	807,347 CY
FILL	6,499 CY
NET	800,048 CY (CUT)



RINGO RIO RV RESORT PRELIMINARY GRADING PLAN		
MASTER GRADING PLAN		
DATE 04/28/98	SCALE AS SHOWN	SHEET 1 OF 1
BY D.M.	CHECKED D.M.	PROJECT NO. 00-389-002P



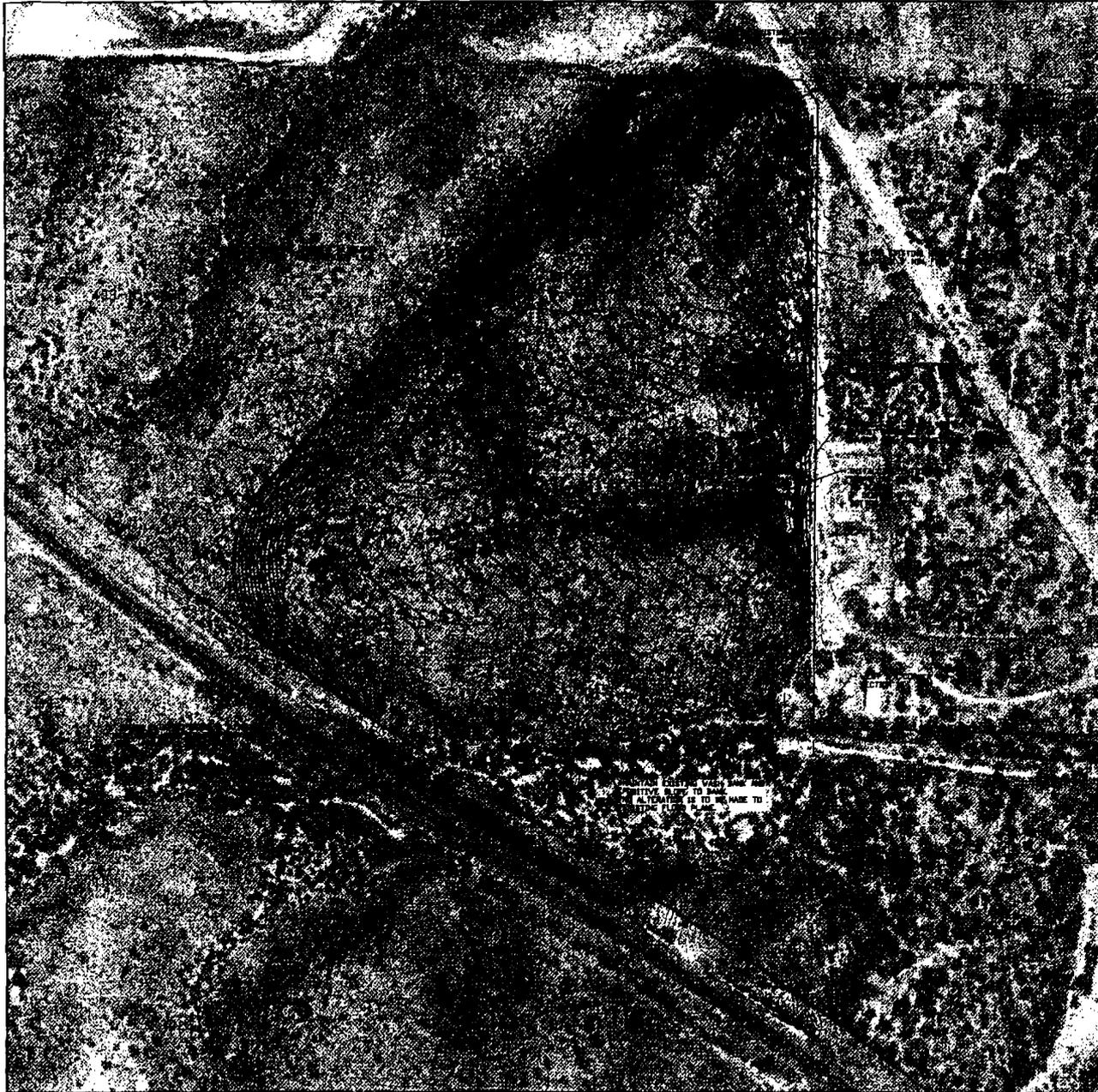
403-15-002M

403-16-002C

403-16-001F

RECORDERS MEMO: LEGALITY
 QUESTIONABLE FOR GOOD REPRODUCTION

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RINGO RIO RV RESORT PRELIMINARY GRADING PLAN

SITUATED IN THE NW4, NE4 & SE4 OF SECTION 9 & THE SW4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE, YAVAPAI COUNTY, ARIZONA
PARCEL NOS. 403-16-001F & 403-15-002P

OWNER/DEVELOPER:

HERITAGE LAND SURVEYING AND MAPPING, INC.
DUGAN McDONALD
P.O. BOX 25370
CAMP VERDE, AZ 86322
928-567-9170

ENGINEERS/CAD/PLANNERS:

SEC, INC.
20 STATE STREET DRIVE #4
MESA, ARIZONA 85201
(602) 842-7787 FAX: (602) 842-0731
REGISTRATION NUMBERS: P.E. 6307 P.E. 37322

SUBCONTRACTORS:

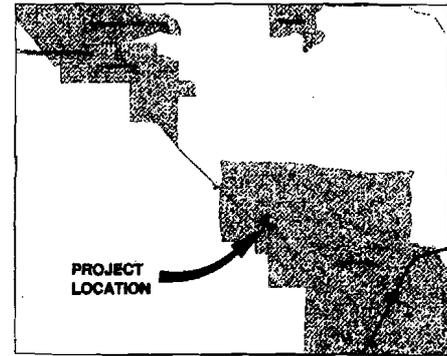
HERITAGE LAND SURVEYING & MAPPING, INC.
DUGAN McDONALD
P.O. BOX 25370
CAMP VERDE, AZ 86322
928-567-9170
R.L.S. 26295

NOTE: ORIGINAL GROUND CONTOURS SHOWN HEREIN WERE TRACED FROM A TOPOGRAPHIC MAP PREPARED BY TRUE NORTH SURVEYS, INC., 4140 WESTERN DRIVE, COTTONWOOD ARIZONA, DATED 9/20/1984.



LIST OF SHEETS

- SHEET 1 MASTER GRADING PLAN
- SHEET 2 CONSTRUCTION NOTES
- SHEET 3 STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
NOT TO SCALE

ESTIMATE OF QUANTITIES
CUT 807,347 CY
FILL 6,499 CY
NET 800,848 CY (CUT)



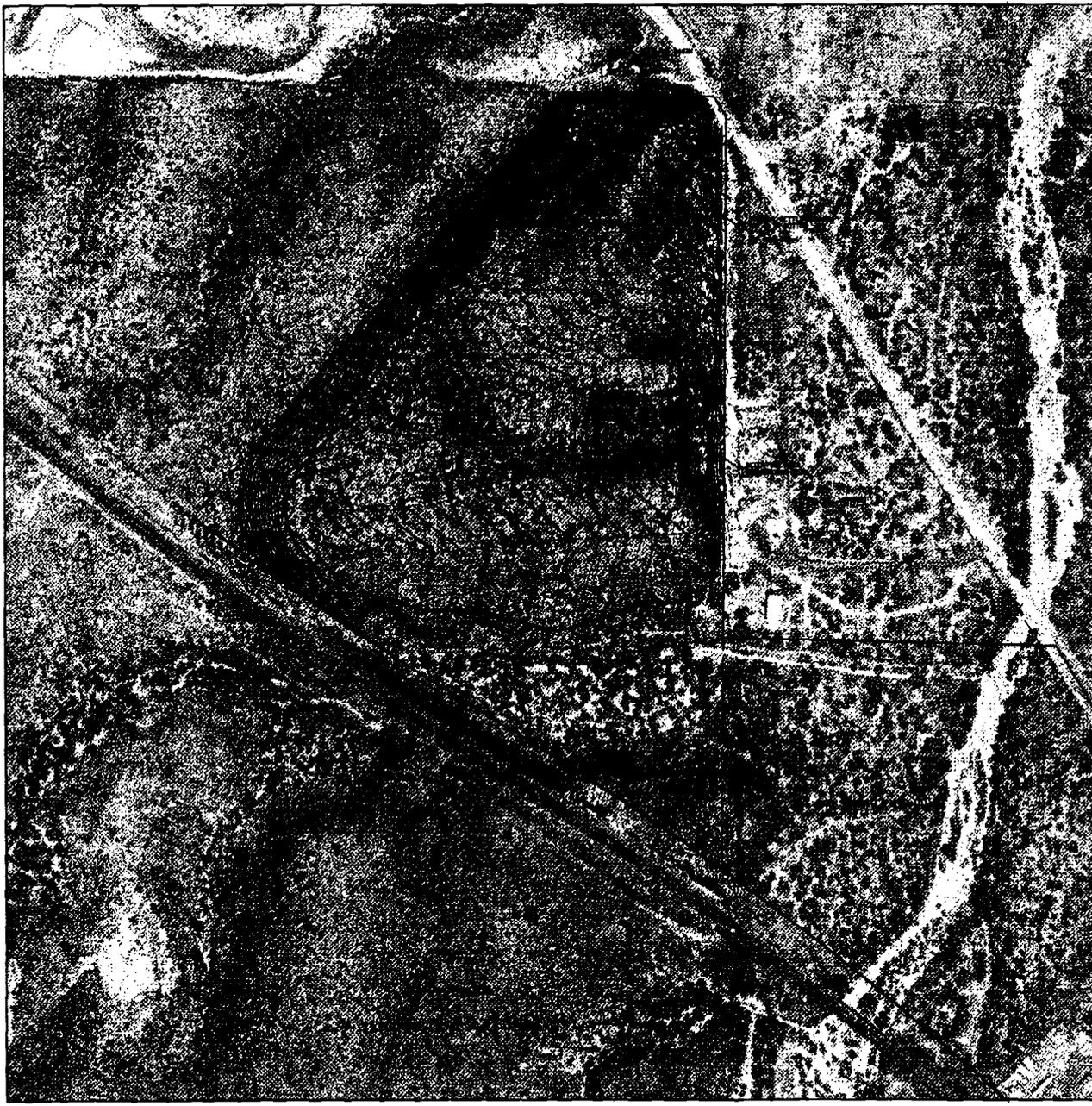
**RINGO RIO RV RESORT
PRELIMINARY GRADING PLAN**

MASTER GRADING PLAN

DATE	DRAWN	SHEET
06/03/98	MM	1 OF 3
SCALE	CHECKED	PROJECT NO.
1" = 50'		04-000003

VERIFIED/PLANNED/ENGINEER/PLANNING

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- NOTES:**
1. The SWPPP is intended to be a dynamic plan that can be revised either as a part of anticipated conditions during design or as a result of changing conditions in the field. Making changes to the plan when it is not effective is a requirement of the NPDES permit. Any change to the plan shall be noted and dated on the plan.
 2. Limit land disturbance and erosion as being regulated. Minimize the environmental disturbance during construction in a deferring order to protecting natural resources. The extent of the site and SWPPP should be field verified and revised prior to construction to reflect all areas that require protection. Areas outside those limits should be excluded from all construction activities. From the line within limits to areas of significant soil loss and suitable riparian stream reaches should be designed under the permit. Making these areas or the line of SWPPP should be noted with protection line with.
 3. Minimize soil exposure and erosion potential. Try to establish structures to minimize soil loss from the site's surface. Limit the size of the exposed area and surface of it is exposed. Under the EPA's Clean Water Act, erosion shall be controlled within 14 days after starting to disturb with water completion.
 4. Protect SWPPP design stability. Check SWPPP design connection have been noted on the plan as needed. The contractor should monitor design to ensure adequate protection is provided throughout the construction activities.
 5. Provide control in some other runoff situations. Contractor shall provide protection of all ditches, open channels, creeks and channel outlets on sheets on the construction plan.
 6. The sedimentation is a key to the site. It is important to provide erosion control of sediment control where practicable. It is important that regular maintenance of any sediment trapping is established on a regular basis in order for it to function effectively. This includes ensuring sedimentation of sediment and making necessary repairs and adjustments. Temporary sediment basins should be placed around areas to be disturbed during construction to trap sediment before it enters the lake. Sediment trapping is necessary to prevent sediment from being carried into the lake and away from streams, wetlands and meadows to prevent them from being degraded. A sedimentation maintenance should be provided to ensure sedimentation from the area of the site before they leave the site.
 7. At least a spill containment area should be provided at the job site for storing chemicals, fuels, paints and other materials. This area will prevent chemicals from mixing with rain water and discharging into streams and wetlands or seeping into the surrounding soil. The containment area should be constructed of concrete or heavy-duty plastic on top of a compacted gravel base. It should be located in areas where any spill will be prevented from discharging into the environment. Permanent spill containment should be provided for all equipment and materials. Containment equipment shall be regularly maintained to ensure it is ready to use at all times. Containment equipment shall be properly stored if it is not used for 30 days.
 8. Solid waste materials should be removed daily. A trash container or dumpster should be provided at the site to collect smaller waste materials. The trash container should be covered to prevent odors with a minimum of 20% of volume by high wind. Other types of larger debris, such as vegetation, tree stumps, stumps should be collected and stored in a daily basis and removed regularly. The storage location shall be located away from streams and wetlands.
 9. Temporary site or material storage should be provided at the construction site for the storage of concrete trucks and the working equipment materials and tools. The work area should be kept free of excess material. Working areas should be large enough to make all work easier. Material storage should be regularly removed and disposed of in order to maintain adequate site protection.
 10. Prepare implementation, inspection and maintenance of pollution control measures to be installed to achieve the goals of erosion and sediment control and to identify potential problems. A work plan should be kept at the site to record the depth of catch. The contractor should provide the implementation, inspection and maintenance of the pollution control measures to the permittee. The contractor should also record regular inspections and studies of the implementation and necessary repairs before work is completed. The contractor should record and record weekly erosion control measures. These records shall be submitted by the contractor to the permittee on a regular basis. In the event the contractor cannot report a high probability for precipitation in the given project area, the contractor shall submit and maintain written records of erosion control measures. It shall also include additional measures it may determine to be necessary to ensure pollution prevention, as directed by the Permit Engineer. The EPA Consent Permit requires regular inspections every 7 days or 14 days after a rainfall of 1/4 inch or greater.
 11. The contractor must report any changes or deficiencies in the current permit on a submission report form. This report describes the frequency of the pollution prevention measures. The contractor must be used to receive reports and to provide the required inspections and maintenance reports. As a condition of the Consent Permit, the contractor shall report changes or deficiencies as soon as practicable after the inspection, but in no case later than 7 days after the inspection. Any change that they are required to report deficiencies in the SWPPP should also be made as soon as practicable after the inspection but in no case later than 7 days after the inspection.
 12. Removal of temporary materials when the project is complete is the responsibility of the contractor. After all construction activities have stopped, the contractor shall send a copy of the Storm Water Pollution Prevention Plan. Records of all work used to complete the permit shall be maintained for a period of three years following the completion. It is required to be maintained by the EPA request.
 13. The contractor is responsible for ensuring that a Notice of Intent (NOI) and a Notice of Termination (NOT) is sent at the beginning and end of the project to the permittee. The contractor is responsible for understanding the understanding of the EPA's National Pollution Discharge Elimination System (NPDES) permitting program, including under Section 402 of the Clean Water Act.
 14. As a condition of the Consent Permit, a copy of the contractor's NOI and a copy of the SWPPP are to remain at the job site throughout the construction process.
 15. Data stored in accordance with the Terms of the SWPPP shall be provided at all times while under construction.
 16. The contractor shall keep the site water clean (or other approved methods) to prevent any sedimentation.
 17. The contractor shall at a daily or as needed basis clean all roads leading out of the site and shall place mud mats (or other approved methods) on any equipment before it enters the main drain system.
 18. All deep water washing and other site shall be covered with an approved cover to prevent dust and flying debris.
 19. The contractor shall provide the Terms and Conditions approved or used from the site. This plan shall be provided prior to any boring activities and updated as needed.
 20. The contractor shall provide the Terms and Conditions approved or used from the site. This plan shall be provided prior to any boring activities and updated as needed.
 21. All SWPPP projects shall be completed per permittee's specifications. SWPPP shall be 30' minimum. Width shall be 2' minimum minimum.
 22. SWPPP to be installed & maintained to meet the conditions specified in N.P.D.E.A. Reference "Guidelines for Developing your Storm Water Pollution Prevention Plan, A Guide for Construction Sites", N.P.A. 624-600-001, January 2007.

CRIMINAL PENALTY OF LAW THAT VIOLATES THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT VIOLATES THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT ACTIVITY FROM THE CONSTRUCTION SITE IS LIMITED AS PART OF THE CERTIFICATION

CONTRACTOR SIGNATURE _____ PRINT NAME OF CONTRACTOR AND COMPANY _____

NOTE:
THE ENGINEER HAS COMPILED THE INFORMATION CONTAINED IN THIS SHEET FOR THE USE OF THE PROPERTY OWNER. THE SWPPP IS ASSOCIATED WITH AN AIDED PERMIT WHICH MAKES IT THE RESPONSIBILITY OF THE PROPERTY OWNER AND HIS DESIGNATED CONTRACTORS REPRESENTATIVE TO IMPLEMENT AND MAINTAIN ALL OF THE PROVISIONS CONTAINED IN THE PERMIT DOCUMENTATION.

 NO SCALE LEGEND [Symbol] - STORM WATER [Symbol] - STORM WATER [Symbol] - DIRT POND			 SEC NO STATE REPORT # 8 DESIGN NUMBER 8000 DATE 08-17-07	RINGO RIO RV RESORT PRELIMINARY GRADING PLAN	
STORM WATER POLLUTION PREVENTION PLAN		SHEET 3 OF 5		Project No. 08-000008	



RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

1 GENERAL

1.1 ALL PAVING, GRADING, PIPING AND UTILITY LINE CONSTRUCTION WORK WITHIN THE PUBLIC RIGHT-OF-WAY, ON PRIVATE STREETS, ACCESS WAYS, LOT GRADINGS, MATERIALS, AND WORKMANSHIP SHALL COMPLY WITH CITY OF COTTONWOOD ENGINEERING STANDARDS AND SPECIFICATIONS AND SHALL CONFORM TO THE LATEST MHCSPA ASSOCIATION OF GOVERNMENTS (MAG) AND A.D.C.T. STANDARD DETAILS AND SPECIFICATIONS. GRADING WORK SHALL CONFORM TO MAG SPECS, THE SOILS REPORT AND CHAPTER 70 ENTITLED 'EXCAVATION AND GRADING' OF THE UNIFORM BUILDING CODE (UBC) LATEST EDITION, SUBSECTIONS 7001 TO 7005, 7006 TO 7007 AND 7011 AND 7012 AND AS STATED THEREIN. LOCAL MUNICIPAL STANDARD DETAILS WILL CONTINUE TO APPLY WHERE NOT ADVERTISED OR INCLUDED BY MAG. THE FOLLOWING NOTES AND SPECIFICATIONS ARE HEREBY MADE A PART OF THE CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS. WHERE THERE EXISTS A CONFLICT BETWEEN THESE NOTES, MAG SPECS, UBC, THE SOILS REPORT OR THE PROJECT SPECIFICATIONS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL GOVERN UNLESS PRIOR CLARIFICATION FROM THE ENGINEER HAS BEEN GIVEN IN WRITING TO THE CONTRACTOR. THE CONTRACTOR AS STATED HEREIN SHALL MEET THE GENERAL CONTRACTOR AND HIS ASSOCIATED SUBCONTRACTORS. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION AND PERFORMANCE OF THE WORK OF ALL OF HIS SUBCONTRACTORS AND SUPPLIERS.

1.2 ALL WORK SHALL BE BID AND INSTALLED BY THE CONTRACTOR COMPLETE AND OPERATIONAL TO LINES, GRADES AND FUNCTIONS INDICATED ON ALL PLANS AND SPECIFICATIONS. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE ALL PROJECT EARTHWORK AND SITE WORK INCLUDING BUT NOT LIMITED TO: SITE CLEARING, GRUBBING, DEMOLITION'S, DEBRIS REMOVALS FROM THE SITE, IMPORT AND/OR EXPORT OF SOILS AND OTHER MATERIALS, AND FROM THE SITE, BORROW MATERIALS, TEMPORARY SOILS MATERIAL STOCKPILING, BACKFILL OF CONCRETE BORROW PITS, MOVING OF MATERIALS, CUT AND FILL SLOPES, SOILS AND BANK STABILIZATION AND PROTECTION, BERMING, ROADWAY EXCAVATIONS, HILLSLOPES, STRUCTURAL EXCAVATIONS, TRENCHING, ALL BACKFILLING, SITE GRADING, PAVING, PIPING, UTILITY LINE AND STORM DRAINAGE CONSTRUCTION, CURBS, SITE CONCRETE WORK, AND OTHER MISCELLANEOUS SITE WORK STRUCTURES AND ITEMS INDICATED ON THE PLANS AND IN THE CONTRACT DOCUMENTS.

1.4 ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY THE ENGINEER. QUANTITIES ARE APPROXIMATE ONLY AND VIEWED AS A GUIDE FOR ESTIMATING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN QUANTITY TAKE OFF'S. THE CONTRACTOR SHALL VISIT THE SITE AND REVIEW THE SOILS CONDITIONS AND THE SOILS REPORT WITH THE PROJECT SOILS ENGINEER PRIOR TO BEGINNING THE PROJECT. ANY DISCREPANCIES IN SITE MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER 7 DAYS MINIMUM PRIOR TO BEGINNING FOR REVIEW. ALL SHAPING OF EARTH MATERIAL OR EXCESS MATERIAL FROM UTILITY TRENCHES AND FOUNDATIONS SHALL BE INCLUDED IN THE CONTRACTOR'S BID.

1.5 THE ENGINEER MAY REQUIRE THE SUBMITTAL OF A 'CERTIFICATE OF COMPLIANCE' AND/OR 'MANUFACTURER'S GUIDELINES' FOR ANY MATERIALS USED IN THE WORK. MANUFACTURER'S GUIDELINES SHALL CONSIST OF WRITTEN INSTRUCTIONS FOR SHIPPING, HANDLING, UNLOADING, CUTTING, JOINING, INSTALLATION, STORAGE, AND/OR ANY OTHER FACETS OF CONSTRUCTION.

1.6 THE ENGINEER MAY REQUIRE ANY MATERIALS USED IN THE WORK TO BE TESTED ACCORDING TO ASTM AND AASHTO STANDARDS. THE CONTRACTOR SHALL, AT HIS EXPENSE, SUPPLY CERTIFICATES ON RESULTS OF TESTING.

1.7 ALL WORK AND MATERIALS NOT CONFORMING TO SPECIFICATIONS OR PERFORMED WITHOUT THE CONSENT OF THE OWNER OR HIS REPRESENTATIVE WILL BE SUBJECT TO REJECTION BY THE OWNER AND/OR ENGINEER AND REPLACED AT THE CONTRACTOR'S EXPENSE.

1.8 THE CONTRACTOR SHALL GUARD AGAINST DAMAGE DURING CONSTRUCTION TO ADJACENT PROPERTIES, FENCES, WALLS AND UTILITY EQUIPMENT. ANY ITEMS DAMAGED BY CONSTRUCTION SHALL BE REPLACED WITH SAME KIND OR BETTER AT CONTRACTOR'S EXPENSE.

1.9 NO CONSTRUCTION SHALL BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY MAPPING CONSTRUCTION IS COMPLETED. IF ANY, AND UNTIL PIPE SLEEVES AND SERVICE STUDS TO ALL BUILDINGS OR LOTS HAVE BEEN EXTENDED.

1.10 NO EXISTING SURVEY MONUMENTATION SHALL BE REMOVED OR DISTURBED BY THE CONTRACTOR WITHOUT NOTIFICATION AND APPROVAL OF THE PROJECT SURVEYOR. THE CONTRACTOR SHALL CONTACT THE PROJECT SURVEYOR FOR THE SETTING OF REFERENCE POINTS 48 HOURS PRIOR TO DISTURBING OR REMOVING ANY MONUMENTS. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR COSTS TO REESTABLISH MONUMENTATION OR CONTROLS REMOVED WITHOUT PRIOR NOTICE AND APPROVAL.

1.11 TRAFFIC CONTROL SHALL CONFORM TO THE LOCAL MUNICIPAL ADOPTED STANDARDS.

1.12 THESE PLANS ARE SUBJECT TO THE INTERPRETATION OF THE INTENT BY THE ENGINEER. ANY QUESTIONS REGARDING THESE PLANS MUST BE GIVEN TO THE ENGINEER AND YOU MUST RECEIVE A RESPONSE TO THE QUESTION. ANYONE WHO TAKES IT UPON THEMSELVES TO MAKE AN INTERPRETATION OF THE DRAWINGS OR MAKES REVISIONS TO THE SAME WITHOUT CONFERRING WITH THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE CONSEQUENCES THEREOF.

1.13 CONTRACTOR SHALL COORDINATE HIS WORK WITH THE DESIGN ENGINEER, OWNER, PUBLIC UTILITY COMPANIES AND OTHER ASSOCIATED TRADES ON AND ADJACENT TO THE PROJECT SITE. COORDINATE INSTALLATION OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES, PIPES, CONDUITS AND PIPE SLEEVES SIZES AND LOCATIONS PRIOR TO THE COMMENCEMENT. INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR SETTING CAPPED SLEEVES AND PROVIDING THE 1' CONCRETE IN ALL BACKFILLED TRENCHES IN HIGH AREAS AND EXCAVATIONS. PROVIDE TRUCKER WARE AND MARKER AT GRADE LEVEL FOR FUTURE LOCATING.

1.14 CONTRACTOR SHALL BE RESPONSIBLE FOR FINANCIAL REIMBURSEMENT TO THE OWNER AND ENGINEER FOR THE FOLLOWING ADDITIONAL ENGINEERING SERVICES SHOULD THEY OCCUR AND SUCH A/E DESIGN SERVICES WILL BE DEDUCTED FROM CONTRACTOR'S FINAL PAYMENTS BY THE OWNER.

A. REINSPECTION, COORDINATION AND EXTRA TESTING OR RETESTING COSTS INCURRED BECAUSE OF IMPROPER OR FAULTY CONSTRUCTION. ONE TIME TESTING AND INSPECTION IS PROVIDED FOR BY THE OWNER. ALL OTHER TESTING IS THE CONTRACTOR'S RESPONSIBILITY.

B. ADDITIONAL STAKING NOT INCLUDED IN CONTRACT OR RESTAKING AS REQUESTED BY CONTRACTOR.

C. CHANGES AND SUBSTITUTIONS IN MATERIALS, CONSTRUCTION METHODS, REQUESTED BY THE CONTRACTOR, THAT MUST BE REVIEWED, RECALCULATED OR APPROVED BY ENGINEER.

D. ENGINEERING DESIGN SERVICES REQUESTED BY THE CONTRACTOR OR CAUSED BY ERRORS OR OMISSIONS BY THE CONTRACTOR.

E. ANY ENGINEERING DESIGN APPROVED BY OTHERS AND SUBMITTED FOR REVIEW. THESE SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN .

1.15 ANY DIFFERENCE BETWEEN PLANS AND SPECIFICATIONS AND QUESTIONS AS TO THEIR MEANING SHALL BE DETERMINED PRIOR TO AWARD OF THE CONTRACT AND SHALL BE INTERPRETED BY THE ENGINEER. THE GENERAL INTENT AND MEANING OF THE PLANS AND SPECIFICATIONS WILL GOVERN AND SHALL NOT WARRANT ANY ADDITIONAL COMPENSATION TO THE CONTRACTOR. THE ENGINEER WILL PROVIDE FULL INSTRUCTIONS WHEN DISCREPANCIES ARE DISCOVERED IN THE DOCUMENTS.

1.16 THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LIMITS OF THE WORK AREA FOR ALL PHASES OF THE WORK PRIOR TO BEGINNING CONSTRUCTION OF THOSE PHASES. ALL CONSTRUCTION LIMITS, AREAS OF WORK, SETBACKS, PERIMETERS, ADJACENT PROPERTY LINES, BOUNDARIES, AND OTHER CRITERIA DEFINING THE LIMITS OF THE CONTRACTOR'S WORK AREA AND LIMITS, SHALL BE STAKED BY THE CONTRACTOR'S SURVEYOR PRIOR TO CONSTRUCTION OR CLEARING OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH THE EXTENT OF WORK TO BE DONE IN EACH SEPARATE PHASE OF THE PROJECT, AND ANY WORK NECESSARY IN INACTIVE PHASES REQUIRED TO OBTAIN THE ACTIVE PHASES FINISHED, SAFE, AND SERVICEABLE.

1.17 THE CONTRACTOR OR SUBCONTRACTORS SHALL NOT DEVIATE FROM THESE PLANS OR MAKE FIELD CHANGES WITHOUT REQUESTING THE ENGINEER TO PROVIDE, IN WRITING, THE APPROVAL OF THESE MODIFICATIONS. ANY CHANGES MADE WITHOUT APPROVAL OF THE DESIGN ENGINEER ARE SUBJECT TO REMOVAL AT THE EXPENSE OF THE CONTRACTOR.

1.18 THE DESIGN ENGINEER RESERVES THE RIGHT TO MAKE MINOR FIELD MODIFICATIONS TO GRADINGS AND SECTION DESIGNS TO ACCOMMODATE FIELD CONDITIONS FOUND ON SITE. THIS INCLUDES BUT IS NOT LIMITED TO MINOR MODIFICATIONS TO GRADE, ALIGNMENT, SLOPE OR STRUCTURE LOCATIONS. THE ENGINEER SHALL HAVE THE RIGHT TO MAKE SUCH CHANGES IN WRITING IN THE LOCATION AND QUANTITIES OF WORK AS MAY BE DEEMED ADVISABLE.

1.19 NO JOB WILL BE CONSIDERED COMPLETE UNTIL FINE GRADING IS COMPLETE, AND ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEPT CLEAN OF ALL DIRT AND DEBRIS. ALL SURVEY MONUMENTS ARE INSTALLED AND ALL VALVES, MANHOLES AND BOXES HAVE BEEN ADJUSTED ACCORDING TO THE PLANS AND STANDARD DETAILS.

1.20 EXISTING GRADES INDICATED ON PLANS ARE BASED ON PREGRADING CONDITIONS. LOSSES IN MATERIAL DUE TO SWEEPING OF MATERIAL, DEMOLITION OF EXISTING SITE FEATURES, CLEARING AND GRUBBING OF THE SITE SHALL BE INCLUDED IN CONTRACTOR'S BID.

1.21 SHOP DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR PER MAG SECTION 105.2.

9 GRADING AND EARTHWORK

9.1 PERFORM ALL EARTHWORK, GRADING, CUTTING AND FILLING AS FOR THE PROJECT SOILS REPORT AND ALL ADDENDA.

9.2 CONTRACTOR SHALL IMPLEMENT & MAINTAIN THE APPROVED SHORR PLAN FOR THE GUIDE LINES STIPULATED IN M.D.S.'S REFER TO 'INTERIM-DEVELOPING YOUR STORMWATER POLLUTION PREVENTION PLAN, A GUIDE FOR CONSTRUCTION SITES', E.P.A. 833-B-00-04, JANUARY 2007.

9.3 NO GRADING OR TRENCHING WORK SHALL BEGIN PRIOR TO SUPPORTING AND PROTECTING EXISTING DRIVE AND ADJACENT PROPERTY FROM SETTLING, CRACKING, OR OTHER DAMAGE WHICH MIGHT RESULT. CONTRACTOR SHALL VERIFY FROM SOILS REPORT RECOMMENDATIONS THE DEGREE OF DIFFICULTY REQUIRED FOR TRENCHING AND EXCAVATION WORK BASED ON DEPTH AND TYPES OF MATERIALS TO BE DISPLACED.

9.4 WATER SOURCE: THE CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR OBTAINING ALL WATER REQUIRED FOR SOIL COMPACTION, DRINKING PURPOSES AND DUST CONTROL. (MAG SPEC 225)

9.5 CLEARING AND GRUBBING: EXAMINE SITE AND PROVIDE NECESSARY EQUIPMENT AND LABOR TO REMOVE FROM THE SITE AND DISPOSE OF STUMPS, ROOTS, ROCKS, LOOSE FILL, VEGETATION, DEBRIS, AND ANY OTHER OBJECTIONABLE MATERIALS FROM THE BUILDING AND FILL AREAS. CLEAN, UNCLASSIFIED ONSITE SOILS MAY BE USED IN GENERAL AS FILL MATERIAL. SEE MAG SPECIFICATION SECTIONS 201 AND 215.

9.6 TOPSOIL THAT WILL BE AFFECTED BY ROUGH GRADING OR EXCAVATION SHALL BE STOCKPILED ON THE SITE SEPARATELY AND SHALL NOT BE USED FOR FILL, BUT SHALL BE CONSERVED AND USED FOR FINE AND FINISH GRADING.

9.7 SITE DRAINAGE: CONSTRUCTION OF ALL STAKES, CHANNELS, DRAINAGE PIPES, DRAINAGE STRUCTURES AND BANK PROTECTION SHALL BE CONSTRUCTED DURING THE FIRST PHASES OF SITE CONSTRUCTION TO PREVENT OTHER CONSTRUCTION FROM SURFACE WATER. DRAINAGE RUN OFF WATER AROUND CONSTRUCTION OPERATIONS. CARE SHALL BE TAKEN BY THE CONTRACTOR NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES. DRAIN EXCAVATIONS BY FLOWING OR OTHER SATISFACTORY METHOD TO PREVENT SOFTENING OF THE FOUNDATION SOILS, UNDERCUTTING OF FOOTINGS, OR OTHER ACTIONS DETRIMENTAL TO PROPER CONSTRUCTION PROCEDURES.

9.8 THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL WALLS AND FOUNDATIONS. ALL STORM DRAINAGE LINES OVERFLOW OUTLETS, AND OTHER DRAINAGE TYPE OUTLETS WHICH CONDUCT MOISTURE NEAR THE STRUCTURES SHALL BE POSITIVELY DRAINED AWAY FROM THE STRUCTURE. NO WATER SHALL BE PERMITTED TO FLOW NEAR STRUCTURES OR FOUNDATIONS. ALL DRAINAGE SHALL BE CHANNELLED AND TAKEN A MINIMUM OF 10 FEET AWAY FROM ALL STRUCTURES.

9.9 SUBGRADE PREPARATION: IF THE NATURAL SUBGRADE IS LESS THAN THE REQUIRED DENSITY, IT SHALL BE COMPACTED AND COMPACTED TO A MINIMUM DEPTH OF THREE INCHES OR AS NOTED IN THE SOILS REPORT IMMEDIATELY PRIOR TO PLACING SUBSEQUENT FILL MATERIAL. THEREAFTER, THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REPAIR OF DAMAGE TO SUBGRADE CAUSED BY CONTRACTOR'S OPERATIONS OR PUBLIC OPERATIONS UNTIL ACCEPTANCE OF PROJECT. NO MATERIALS SHALL BE PLACED UPON THE PREPARED SUBGRADE UNTIL IT MEETS THE SPECIFIED REQUIREMENTS. ROADWAY SUBGRADE COMPACTION INCLUDES SUBGRADE UNDER ALL PAVEMENT, CURBS, SIDEWALKS, SHOULDERS AND FILL SLOPES. SUBGRADE TOLERANCES SHALL BE AS SPECIFIED IN MAG SECTION 301. OPEN LANDSCAPED AREAS SHALL BE GRADED TO +/- 0.20 FEET.

9.10 EARTH FILL: AREAS TO BE FILLED SHALL BE LEVELLED TO PROVIDE A LEVEL BASE TO SUPPORT FILL MATERIALS. SUBGRADE AND SUBBASE AREAS REQUIRING FILL MATERIAL SHALL BE SCOURED, FLOORED AND COMPACTED PRIOR TO PLACING FILL. ALL FILL, SUBGRADE AND SUBBASE MATERIALS SHALL BE COMPACTED TO SPECIFIED DENSITIES AT OR NEAR OPTIMUM MOISTURE CONTENTS AS VERIFIED AND RECOMMENDED BY THE SOILS ENGINEER. PLACE FILL IN HORIZONTAL LIFTS NOT EXCEEDING EIGHT INCHES IN LIFT THICKNESS BEFORE COMPACTION. SLOPED SURFACES SHALL BE PLOWED, STEPPED, AND BENCHED SO THAT THE FILL MATERIALS WILL BOND WITH THE EXISTING MATERIALS AT THE JOINT OF FILL SLOPES AND PERIODIC INTERVALS UP THE FILL SLOPES BENCHES.

9.11 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE TESTING COMPANY FOR SCHEDULING OF COMPACTION TESTING. THE FREQUENCY OF DENSITY AND MOISTURE TESTS REQUIRED FOR ADEQUATE CONTROL SHALL BE THE RESPONSIBILITY OF THE SOILS ENGINEER AND SHALL CERTIFY TO THE ENGINEER AND CONTRACTOR AT PROJECT END THAT THE ROADBED FILL IS COMPACTED AS OUTLINED HEREIN. COMPACTION SHALL BE ACHIEVED BY MECHANICAL MEANS. IN NO CASE SHALL STRUCTURE BACKFILLING BE FLOOD WATER SETTLED.

9.12 ALL SLOPE CONSTRUCTION AND ROADWAY EXCAVATION SHALL CONFORM TO THE REQUIREMENTS OF MAG SPECIFICATION SECTIONS 201, 205, 211, 301, 302, UBC SECTIONS 7008 AND 8010. CUT AND FILL SLOPES SHALL BE AS INDICATED ON THE DETAILS AND PLANS. CUT AND FILL SLOPE GRADIENTS SHALL NOT EXCEED 2:1 IN STEEPNESS WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER AND EXAMINATION BY THE DESIGN ENGINEER. ALL SLOPE CONDITIONS SHALL BE PROVIDED WITH THE APPROPRIATE BENCHES AS SPECIFIED IN THE REFERENCE DOCUMENTS AND INDICATED ON THE PLANS. IF SOILS CONDITIONS ARE ENCOUNTERED WHICH DO NOT ALLOW THE ESTABLISHMENT OF THE INDICATED CUT OR FILL SLOPES, THE DESIGN ENGINEER AND SOILS ENGINEER SHALL BE CONTACTED IMMEDIATELY TO DETERMINE AN ADJUSTMENT TO THE SLOPE GRADIENT OR TO ESTABLISH A METHOD OF STABILIZATION. ALL FILL SLOPES SHALL BE COMPACTED AS EACH LIFT OF FILL MATERIAL IS PLACED. ALL CUT AND FILL SLOPES SHALL BE UNIFORMLY GRADED TO LINES AND GRADES INDICATED. TOPS OF ALL CUT SLOPES SHALL BE ROUNDED AND ALL UNSTABLE AND LOOSE MATERIAL AT TOP OF SLOPE SHALL BE REMOVED. TOP OF CUT SLOPES OVER 18" HIGH SHALL BE PROVIDED WITH BROW DITCHES FOR DRAINAGE. ALL CUT AND FILL SLOPES SHALL BE REVEGETATED WITH A MIXTURE OF NATIVE GRASSES AND WILD FLOWER SEED OR AS SPECIFIED WITHIN THE LANDSCAPE PLANS. COMPACT ALL SHOULDERS AND BACKFILLS BEHIND ALL STRUCTURE AND WALLS.

9.13 COMPACT TO THE FOLLOWING SPECIFIED PERCENT OF MAXIMUM DENSITY AS DETERMINED IN ACCORDANCE WITH ASTM D998 AND MAG SECTION 211 OR AS DIRECTED IN THE SOILS REPORT. SOILS ENGINEERS FOR THIS PROJECT IS ENGINEERING AND TEST CONSULTANTS INC. (220) 778-0001 417 NORTH ARIZONA STREET PHOENIX, ARIZONA 85001 FILE # 1439

MINIMUM PERCENT COMPACTION SUBGRADE SOIL: ROADWAY AND STRUCTURE AREAS: PAVED AREAS (PAVEMENTS, SIDEWALKS, & PADS) 95 EARTH FILL: ROADWAY AND STRUCTURE AREAS: PAVED AREAS (PAVEMENTS, SIDEWALKS, & PADS) 85 GRASSSED AND PLANTING AREAS 85 ACCURATE BASE COURSE 100 BACKFILL AROUND STRUCTURES 85 BACKFILL FOR UTILITY TRENCHES (PER MAG SECTION 801). PROVIDE TYPE I BACKFILL OR AS DIRECTED BY APPROPRIATE UTILITY REQUIREMENTS. BACKFILL FOR TRENCHES WITHIN 10' OF STRUCTURES AND WALLS SHALL BE COMPACTED TO 95% UNLESS DIRECTED OTHERWISE BY ENGINEER.

9.14 EXCAVATION: EXCAVATE TO THE DIMENSIONS AND DEPTHS INDICATED ON THE DRAWINGS. FOUNDATIONS SHALL REST ON ENGINEERED COMPACTED FILL OR UNDISTURBED NATURAL SOILS AT GRADE ELEVATIONS INDICATED IF SUITABLE SOIL IS NOT REACHED AT THE DEPTHS INDICATED. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE SOILS ENGINEER AND ENGINEER. THE CONTRACTOR WILL BE DIRECTED, IN WRITING, TO EXCAVATE TO THE DEPTH OF SUITABLE SOIL. EXCAVATION FOR FOUNDATIONS WHICH ARE CARRIED BELOW THE DEPTHS INDICATED SHALL HAVE THE CONCRETE EXTENDED TO THE BOTTOM OF THE EXCAVATION AT THE CONTRACTOR'S EXPENSE. SEE MAG SPECIFICATION SECTION 209

9.15 WATERING: CAREFULLY WATER EARTH FILL DURING PLACING BY MEANS OF A FINE SPRAY OR OTHER APPROVED METHOD, SO THAT EACH LAYER IS THOROUGHLY AND UNIFORMLY WETTED. MOISTURE CONTENT OF THE MATERIAL SHALL BE CAREFULLY CONTROLLED AT ALL TIMES AND CHECKED AT PROPER INTERVALS TO INSURE CORRECT MOISTURE FOR COMPACTION SPECIFIED. SEE MAG SECTION 225 AND SOILS REPORT.



RINGO RIO RV RESORT PRELIMINARY GRADING PLAN CONSTRUCTION NOTES

DATE	ISSUED	BY	SHEET
08/14/08			2 OF 3
REVISION	CHECKED		Project No.
AS SHOWN			DATE

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4272282

QUESTIONABLE FOR GOOD REPRODUCTION
RECORDERS MEMO LEGIBILITY



Exhibit D

SCHEDULE OF PERFORMANCE

Whereas : The Municipality, in order to protect the Health, Safety, and General Welfare of the community, requires that development take place in conformance to all laws and regulations and also requires the completion of various improvements within the development and thereby limits the harmful effects of substandard developments which leave property undeveloped and unproductive.

The Developer intends to develop that property as described, and as shown on The Results of Survey Map, which is made a part hereof by this reference. The Developer of the property intends to develop the property more fully, all of which is subject to that certain development plan and The Development Agreement attached which is incorporated herein by this reference and includes the Site Plan, The Grading Plan and the Environmental Protection Plan (SWPPP), prepared by Luke A. Sefton, a professional Engineer with Southwest Environmental Consultants of Sedona, Arizona.

An Assurance Bond will be submitted as is required by the Town code (at the cost to the developer of \$30,000.00), to ensure that there is no threat to the Health, Safety, and the General Welfare of the community, and also to ensure that the development takes place in conformance to all laws and regulations, thereby limiting the harmful effects of a substandard development which leave property undeveloped and unproductive.

Now therefore, upon the completion of the working alliance established between the Town of Camp Verde and Dugan Mc Donald that this Development Agreement creates. Thereafter, the Town of Camp Verde and Dugan Mc Donald, the 'Developer', do agree, as is stated in the Development Agreement, that they will continue to work together on this project in the spirit of this agreement to ensure the most positive and productive results possible, both in the interest of the Town and the Developer.

UPON THE APPROVAL OF THE DEVELOPMENT:

1. **Construction of Improvements:** The developer hereby agrees to construct and/or grade the designated **Phase One** of the project in strict accordance with the approved Grading Plan and within the terms of this Development Agreement.
 - A. The Developer wishes to conduct this grading activity before all entitlements have been granted by the Town for the following reasons:
 1. He has an opportunity to enter into an agreement with a 3rd party to perform the grading activity at no cost to the Developer for the material removed from this project.
 2. The Financial Lender is requiring approval from the Town before funding for this project can be released to the Developer. Until such funding is acquired, the Developer is carrying the complete financial responsibility for this project.
 3. By submitting this Development Agreement, the Developer believes he has met all requirements necessary for approval of the grading permit as required by Section 108S.
 - 4.
2. **Posting of Assurance Bond:** The Developer does agree to post a bond or other approved form of assurance to the Town of Camp Verde for the rehabilitation of the property should there be an unlikely



Assurance to the Town of Camp Verde for the rehabilitation of the Phase One of this project shall be based on the engineers estimate and made available to the Town of Camp Verde before any specific phase of construction shall begin.

3. **The Developer does hereby agree** that during the period of time (estimated at two years) while the rough grading of the property is being conducted, (being described herein as **Phase One**), he shall diligently work towards obtaining all entitlements from the Town to include, but not be limited to approval of all submitted Design and Engineering drawings, amendment to the current PAD, a Use Permit for the development of the RV Park, Design Review Approval of the development and all required building permits to develop the site as proposed in this plan. No other work on the project shall be conducted during Phase One, other than what has been approved as shown on the Phase One Grading Plan.

While completing **Phase One** of this development, the Engineering Team lead by Mr. Luke Sefton of SEC, will continue to work on the formal and final plan sets for the development and construction of this project. The cost for the plan is estimated to be about \$110,000.00 dollars and includes the final design plans, final grading plans, final drainage reports, and design plans for the placement of all underground utilities, including Sewer, Water, Phone and Electric drawings. This final plan set will also include all of the drawings and plan sets for the offsite improvements for both Hwy 260 and Hwy 279.

This Process Will Include:

1. Meetings with the Town staff throughout the final design process to ensure the terms of the Development Agreement are being upheld.
2. Submittal of amendments to the existing PAD to the Town for review and approval by the Town Council. (Timeframe: Within the first 6 months of the project)
3. Applying for and Acquiring a Special Use Permit. (Timeframe: Within the first 12 months of the project)
4. Submittal for approval from the Design Review Board. (Timeframe: Within the first 18 months of the project)
5. Meetings with the Town Engineer to ensure that the needs and requirements of the Town are taken care of and addressed as the overall engineering plans are concerned during the final project design phase. (Timeframe: Completion expected within 90 days after the completion of Phase One. Progress reports shall be submitted to the Town staff every 30 days.)
6. Meetings with ADOT to obtain access permits and approvals of access to the Development from Hwy 260. (Timeframe: On going process throughout the final project design phase, completion expected within 90 days after the completion of the Phase One.)



**** Please note that there are some requirements within the engineering design process that cannot be addressed or completed until the rough grading of the project is completed.**

This project shall be built in 4 phases, with the completion of all phases on, or about November 2017. The completion of each phase should take about 2 years based on the economy.

The Developer does hereby acknowledge the formal design and engineering drawings must be completed by the design engineer, S.E.C. and shall be presented to the Town of Camp Verde for review and approval, and also acknowledges that proper assurances must be posted before any other phase of construction could begin, including any finish grading or construction of any kind other than what is shown on the Grading Plan designated herein as Phase One.

Anticipated Phases of construction:

Phase One: Rough Grading of Development Site. (2009 – 2011) 2 years

Phase Two: (2011-2013) this phase of the project shall include at least 1/2 of the units shown on Easterly 1/2 of the conceptual drawing, which includes 50 RV spaces and 50 Park Model spaces. The estimated duration of construction for this phase is 18 to 24 months, and includes the portions of the project as follows:

This Phase will include the following activities:

1. The construction of the site sub-grade in accordance with the final grading plan, including, roadway base grades, drainage structures and the building pad grades for the total RV Park Project
2. The installation of the underground utilities, (phone, irrigation, water, electric, and sewer lines), at least 1/2 Of the total RV Project, the installation of a well for irrigation purposes, and the landscaping of Easterly 1/2 of this project.
3. The finish grading of the project and the final construction of the roadways on at least 1/2 of the site. This second phase of construction also includes the improvements on both Hwy 260 and Hwy 279, after all approvals are received by reviewing agencies.
4. The construction of the Welcome Center Building and the construction of all of the RV and Park Model sites. (Over at Least 1/2 of the Project Site)

**** Please note that this phase of the project shall include at least 1/2 of the units shown on the conceptual drawing, which are approximately 50 RV spaces and 50 Park Model spaces.**

Phase Three: The completion of the R.V. Park in total: The estimated duration of construction for this phase is 18 to 24 months. (2013 – 2015)

Please note the Tract A as shown on the Conceptual Drawing is reserved as designated property for sale or lease. This area is reserved for a service center and gas station.



Phase Four: (2015 – 2017) Retail Center Development

The estimated duration of construction for this phase is 18 to 24 months and will include the following activities:

1. Construction of the site sub-grade in accordance with the final grading plan including, roadway base grades, drainage structures, parking areas, and building pad grades.
2. Installation of the underground utilities, phone, irrigation, water, electric, and sewer lines). This portion of construction also includes installation of a well for irrigation purposes, and landscaping throughout the project site.
3. Finish grading of the project; and the final construction of the roadways and parking areas.
4. Construction of the country store, the cantina, and the steak house.

I hope that this explanation and break down of the time line of this project adds to your understanding of the overall project. As in any phased development, the times provided are approximate and will depend on the economy. Any significant amendment to the phasing time schedule will be submitted to the Community Development Director who may approve extensions of time or may refer to Council for approval.

I am excited about this project. It is well thought out and will be an outstanding addition to the Town of Camp Verde, providing something that everyone can enjoy. Also, I am honored to be one half of the alliance that this Development Agreement creates. I believe that working with the Town Staff will help make this project as good as it possible can be.

Thank you

Dugan Mc Donald



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EXHIBIT "A"

LEGAL DESCRIPTION
FOR

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 14 N.,
RANGE 4 E., G&SRB&M, CAMP VERDE, YAVAPAI COUNTY, ARIZONA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 9 AND 10.

THENCE N. 0° 26' 25" E. (BASIS OF BEARINGS), ALONG THE SECTION
LINE, A DISTANCE OF 1284.45 FEET.

THENCE N. 32° 18' 10" W., ALONG THE CENTER LINE OF OLD HIGHWAY
279, A DISTANCE OF 58.23 FEET.

THENCE N. 88° 30' 21" W., ALONG THE 1/16TH LINE, A DISTANCE OF
375.96 FEET.

THENCE S. 41° 53' 54" W. A DISTANCE OF 1402.09 FEET.

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, ALONG THE NORTHERLY
R/W LINE OF STATE HIGHWAY 260, SAID CURVE HAVING A CENTRAL ANGLE
OF 5° 12' 10", A RADIUS OF 7537.27 FEET, A CHORD BEARING OF S.
55° 55' 58" E., A CHORD DISTANCE OF 684.19 FEET, A CURVE LENGTH
OF 684.42 FEET.

THENCE S. 58° 25' 06" E. ALONG SAID R/W A DISTANCE OF 403.71 FEET.

THENCE ALONG A CURVE TO THE RIGHT ALONG SAID R/W LINE HAVING A
CENTRAL ANGLE OF 8° 21' 07", A RADIUS OF 7739.44 FEET, A CHORD
BEARING OF S. 54° 14' 23" E., A CHORD DISTANCE OF 1127.18 FEET,
A CURVE LENGTH 1128.18 FEET.

THENCE