



**ORDINANCE 2017 A424**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE TOWN ZONING MAP TO CHANGE THE ZONING CLASSIFICATION OF AN APPROXIMATELY 7.71 ACRE PARCEL, LOCATED AT 536 W. SALT MINE RD, APN 404-28-032B, FROM R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 35,000-SQUARE-FOOT MINIMUM LOT SIZE) DISTRICT TO R-R (RESIDENTIAL-RURAL) DISTRICT; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.**

**WHEREAS**, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

**WHEREAS**, Part 6, Section 600,C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning boundaries by the Town Council of the Zoning Map of Camp Verde under the Planning & Zoning Ordinance, and

**WHEREAS**, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning & Zoning Ordinance by allowing for zoning amendments after public hearings.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:**

**Section 1. The Town Council hereby finds as follows:**

A. A request for **Zoning Map Change 20170167** was filed by Kevin Norton, owner for Parcel 404-28-032B to rezone the subject parcel from R1L-35 (Residential, Single Family, Limited-35K SF Lot Sizes to R-R (Residential-Rural) District. The legal description is attached as Exhibit "A" and the vicinity map as Exhibit "B".

B. The Planning & Zoning Commission reviewed the request on July 6, 2017 in a public hearing that was advertised and posted according to state law and recommended approval of **Zoning Map Change 20170167**.

C. The proposed Zoning Map Change Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.


D. The Waiver of Diminution of Value Claim has been signed by the owner and is attached as Exhibit "C".

**Section 2.** All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

**Section 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**Section 4.** This ordinance is effective upon the expiration of a thirty 30 day period following the adoption hereof and completion of publication and any posting as required by law.

**PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON THIS 26TH DAY OF JULY, 2017.**

  
Charles German - Mayor

Date: 7-31-2017

Approved as to form:

  
Bill Sims - Town Attorney

Attest:   
Judith Morgan, Town Clerk

Exhibit A



PARCEL 1

A tract of land in the West half of the Southwest quarter of the Southeast quarter and the East half of the Southwest quarter of the Southwest quarter of Section 31, Township 14 North, Range 5 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at Corner No. 1, which point is identical to the South quarter corner of said Section 31;  
thence West on the South line of said Section 31, 250 feet to Corner No. 2;  
thence North  $0^{\circ}12'$  West, 1034.79 feet to intersect the center line of the Black Canyon Access Road for Corner No. 3;  
thence North  $84^{\circ}14'$  East on the center line of said access road, 333.70 feet to Corner No. 4;  
thence South  $0^{\circ}12'$  East, 578.8 feet to Corner No. 5;  
thence North  $73^{\circ}03'$  West, 85.75 feet to Corner No. 6;  
thence South  $0^{\circ}12'$  East, 490 feet to the PLACE OF BEGINNING.

PARCEL 2:

All that portion of the Southwest quarter of the Southeast quarter of Section 31, Township 14 North, Range 5 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the South quarter corner of said Section 31;  
thence North  $0^{\circ}12'$  West, 490.0 feet;  
thence South  $73^{\circ}03'$  East, 85.75 feet to the ACTUAL POINT OF BEGINNING;  
thence South  $73^{\circ}03'$  East, 228.31 feet;  
thence North  $0^{\circ}09'$  West, 673.79 feet to intersect the center line of the Black Canyon Access Road;  
thence South  $84^{\circ}14'$  West, on the center of said access road to the Northeast corner of the Carter Tract as described in Deed recorded in Book 34 of Official Records, page 301;  
thence South  $0^{\circ}12'$  East along the East line of said Carter Tract, 578.8 feet to the ACTUAL POINT OF BEGINNING.

EXCEPTING THEREFROM the following described property:

BEGINNING at the South quarter corner of said Section 31;  
thence North  $0^{\circ}12'$  West, 490.0 feet;  
thence South  $73^{\circ}03'$  East, 85.75 feet;  
thence North  $0^{\circ}12'$  West, 289.4 feet to the TRUE POINT OF BEGINNING;  
thence North  $0^{\circ}12'$  West, 289.4 feet;  
thence North  $84^{\circ}14'$  East, 219.5 feet;

thence South 0°09' East, 336.9 feet;

thence North 84°33' West, 219.3 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within property conveyed to the State of Arizona and described in Book 3970 of Official Records, page 672.



*Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.*

Map printed on: 6/22/2017



When Recorded Return To:  
Town of Camp Verde  
473 S. Main St  
Camp Verde, Arizona 86322

**AGREEMENT  
TO WAIVE CLAIM FOR DIMINUTION IN VALUE  
REGARDING ACTION  
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner ("Agreement") made as of this 10<sup>th</sup> day of August, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona ("Town") and:

**Kevin Norton and Delbert L. Norton, Jr., ("Owner(s)");**

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, "land use law" includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in Exhibit "A" attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

#20170167: Zoning Map Change  
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as Exhibit "B" attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

TOWN OF CAMP VERDE, a municipal corporation of Arizona, (Town)



Charles German, Mayor

ATTEST:

  
Judith Morgan, Town Clerk

APPROVED AS TO FORM:



William Sims, Town Attorney



Dated this 13 day of July, 2017

OWNER:

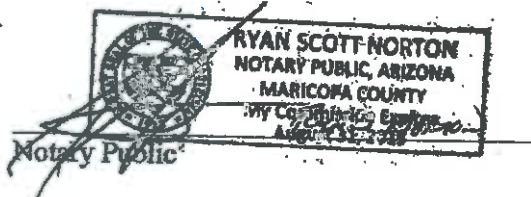
KEVIN NORTON  
Print Name  
[Signature]  
Signature

OWNER:

DELBERT NORTON JR.  
Print Name  
[Signature]  
Signature

STATE OF ARIZONA     )  
  ) ss.  
County of Maricopa     )

On this 13 day of July, 2017, before me, the undersigned Notary Public, personally appeared KEVIN NORTON, who acknowledged that this document was executed for the purposes therein contained.



My Commission Expires: Aug. 31, 2017