



RESOLUTION NO. 2018-1013

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ON USE PERMIT 20180344, AN APPLICATION SUBMITTED BY CARMEN HOWARD, PROPERTY OWNER, PARCELS 403-23-001X AND 403-23-001Y, LOCATED AT 3380 W. CLOVERLEAF RANCH RD, WHICH IS APPROXIMATELY 15 ACRES. THE PROPERTY OWNER IS REQUESTING A USE PERMIT TO ALLOW FOR AGRI-TOURISM IN A RESIDENTIAL NEIGHBORHOOD ZONED R-R (RESIDENTIAL-RURAL) FOR THE PURPOSE OF DEVELOPING A COMMUNITY FOR TINY-HOUSES-ON-WHEELS AND VINTAGE RECREATIONAL VEHICLES, AND AGRICULTURAL EVENTS.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. The Common Council hereby finds as follows:
 - A. A request for approval of Use Permit 20180344 was filed by Carmen Howard, owner of Parcels 403-23-001X and 403-23-001Y, located at 3380 W. Cloverleaf Ranch Rd, Camp Verde, Arizona. The parcels are zoned R-R (Residential-Rural) and the proposed uses (Agri-Tourism and Recreational Vehicle Parks) are permitted under such zoning with a Use Permit.
 - B. The request was reviewed by the Planning and Zoning Commission on October 4, 2018, and by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on October 24, 2018, in public hearings that were advertised and posted according to State Law.
 - C. A neighborhood meeting was held on August 19, 2018, by the applicant to provide for citizen review pursuant to ARS §9-462.03 and as required by the Town of Camp Verde Planning and Zoning Ordinance, Part Six, Section 601 (Zoning Decisions) A. – Zoning Ordinance Amendment Applications and Hearings, 3.a-e.
 - D. The purpose of the use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved and the Council hereby finds that the uses covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare generally and the uses shall be in conformity to the conditions, requirements and standards of the Town of Camp Verde Planning and Zoning Ordinance.
 - E. The Waiver of Diminution of Value Claim has been signed by the owner and is on file at the Clerk's Office.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby approve Use Permit 20180344 in perpetuity, subject to the limitations of Part Six, Section 601 – Zoning Decisions, C – Use Permit Approvals, Subsection 2, for the purpose of developing a community for tiny-houses-on-wheels and vintage recreational vehicles, agricultural events, and all other uses allowed under Agri-Tourism with the following findings:

1. The use of this property shall be operated and maintained in a manner consistent with the general provisions of the Town of Camp Verde Planning and Zoning Ordinance per Part Two, Section 203 – Use Districts, D. - R-R District (Residential-Rural), 3.f. Agri-Tourism.

2. Per Part Six, Section 601 – Zoning Decisions, C – Use Permit Approvals, 1.e The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No such use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

The following stipulations would be in place:

1. This Use Permit shall be in perpetuity.
2. The number of spaces for recreational vehicles shall not exceed 30.

All of the requested uses to continue with no time limit, but are subject to the requirements of Part 6, Section 601 – Zoning Decisions, C. – Use Permit Approvals, 1. and 2. of the Town of Camp Verde Planning and Zoning Ordinance.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON OCTOBER 24, 2018.




Charles C. German, Mayor Date:

Attest:



Judith Morgan, Town Clerk Date: 10/30/2018

Approved As To Form:



Town Attorney

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 3rd day of August, 2018, by and between the Town of Camp Verde, a municipal corporation of Arizona ("Town") and:

Carmen Howard, ("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:

20180344
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 22 day of August, 2018

OWNER:

Carmen Howard
Print Name

Carm Howard
Signature

OWNER:

Print Name

Signature

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 22nd day of August, 2018, before me, the undersigned Notary Public,
personally appeared Carmen Howard, who acknowledged that this document was
executed for the purposes therein contained.

Judy Morgan
Notary Public

My Commission Expires: April 9, 2020

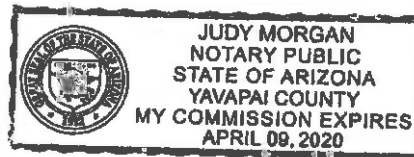


Exhibit A

PARCEL 1: (403-23-001X)

All that portion of a parcel of land located within the South half of Section 3, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel of land described In Book 1022, page 528, records of Yavapai County Recorder Record Source #1 (R1), said parcel being more particularly described as follows:

BEGINNING for reference at the B.L.M. Brass Cap, marking the South quarter corner of said Section 3, from which the Southeast corner of said Section 3 bears South 89°49'13" East, at a distance of 2,637.60 feet (R1);

THENCE North 01°43'52" West, a distance of 385.34 feet, North 01°36'00" West, a distance of 385.00 feet (R1) along the mid section line of said Section 3, to the South line of that parcel of land described in said (R1) and a 1/2 inch rebar, from which a 1/2 inch rebar marking the Southeast corner of that parcel of land described in said (R1) bears South 89°49'13" East Basis of Bearing (RI) at a distance of 893.83 feet South 89°49'13" East, a distance of 893.77 feet (R1), and from which a 1/2 inch rebar marking the Southwest corner of that parcel of land described in said (R1) bears North 89°49'13" West, at a distance of 425.00 feet, North 89°49'13" West, a distance of 425.00 feet (R1);

THENCE South 89°49'13" East, a distance of 766.65 feet along the South line of that parcel of land described in said (R1) to a plastic cap atop a 1/2 inch rebar stamped L.S. 26925 and the TRUE POINT OF BEGINNING;

THENCE North 01°35'59" West, a distance of 354.78 feet to a plastic cap atop a 1/2 inch rebar stamped L.S. 26925;

THENCE North 89°49'13 West, a distance of 150.56 feet to a plastic cap atop a 1/2 inch rebar stamped L.S. 26925;

THENCE North 20°26'21" West, a distance of 284.00 feet to a plastic cap atop a 1/2 inch rebar set on the South bank of the Verde River;

THENCE North 20°26'21" West, a distance of 169.56 feet to a calculated point on the North line of that parcel of land described in said (R1) in the Verde River;

THENCE North 70°04'03" East (R1), a distance of 439.94 feet along the North line of that parcel of land described in said (RI) to a calculated point in the Verde River being the Northeast corner of said parcel;

THENCE South 01°35'59" East (R1), a distance of 268.96 feet along the East line of that parcel of land described in said (R1), to a point on the South bank of the Verde River, and a plastic cap atop a 1/2 inch rebar stamped L.S. 26925;

THENCE South 01°35'59" East (R1), a distance of 643.16 feet along the East line of that parcel of land described in said (R1) to a 1/2 inch rebar marking the Southeast corner thereof;

THENCE North 89°49'13" West (R1), a distance of 127.18 feet along the South line of that parcel of land described in said (R1) to the TRUE POINT OF BEGINNING.

PARCEL 2: (403-23-001Y)

The following is a description of a parcel of land located within the South Half of Section 3, Township 14 North, Range 4 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that parcel of land described in Book 1022, 528 records of the Yavapai County Recorder Record Source #1 (R1), said parcel being more particularly described as follows:

Beginning for reference at the B.L.M. Brass Cap, marking the South Quarter corner of said Section 3; From which the Southeast corner of said Section 3 bears South 89° 49' 13" East, at a distance of 2,637.60 feet (R1);

Thence North 01° 43' 52" West, a distance of 385.34 feet, North 01° 36' 00" West, a distance of 385.00 feet (R1) along the midsection line of said Section 3, to the South line of that parcel of land described in said (R1) and a 1/2" rebar; From which a 1/2" rebar marking the Southeast corner of that parcel of land described in said (R1) bears South 89° 49' 13" East, Basis of Bearing (R1) at a distance of 893.83 feet, South 89° 49' 13" East, a distance of 893.77 feet (R1), and from which a 1/2" rebar marking the Southwest corner of that parcel of land described in said (R1) bears North 89° 49' 13" West, at a distance of 425.00 feet, North 89° 49' 13" West a distance of 425.00 feet (R1);

Thence South 89° 49' 13" East a distance of 16.89 feet, along the South line of that parcel of land described in said (R1) to a plastic cap atop a 1/2" rebar stamped L.S. 26925, and the TRUE POINT OF BEGINNING:

Thence North 05° 23' 56" East, a distance of 261.81 feet, to a plastic cap atop a 1/2" rebar stamped L.S. 26925;

Thence North 00° 06' 58" West, a distance of 120.00 feet, to a plastic cap atop a 1/2" rebar stamped L.S. 26925, set on the South bank of the Verde River;

Thence North 70° 04' 03" East (R1), a distance of 440.33 feet, along the North line of that parcel of land described in said (R1), to a calculated point in the Verde River;

Thence South 20° 26' 21" East, a distance of 169.56 feet, to a plastic cap atop a 1/2" rebar set on the South bank of the Verde River;

Thence South 20° 26' 21" East, a distance of 264.00 feet, to a plastic cap atop a 1/2" rebar stamped L.S. 26925;

Thence South 89° 49' 13" East, a distance of 150.56 feet, to a plastic cap atop a ½" rebar stamped L.S. 26925;

Thence South 01° 35' 59" East, a distance of 354.78 feet, to the South line of that parcel of land described in said (R1), and a plastic cap atop a ½" rebar stamped L.S. 26925;

Thence North 89° 49' 13" West (R1), a distance of 749.76 feet, along the South line of that parcel of land described in said (R1), to the TRUE POINT OF BEGINNING,