



AGENDA
WORK SESSION
MAYOR AND COMMON COUNCIL
Of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JUNE 10, 2015 at 5:30 p.m.

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**

4. **Presentation and discussion of proposed agreements between the Town of Camp Verde, Verde Valley Archaeology Center and Summerset at Camp Verde, LLC. In the agreements, Summerset at Camp Verde would transfer ownership of Parcel 403-23-104U to the Verde valley Archaeology Center, provide an option for the Verde Valley Archaeology Center to purchase Parcel 403-23-104V and transfer ownership of a 2.68 acre access easement leading to Parcel 800-25-001C (an AZ State Parks parcel), to the Town of Camp Verde. In exchange, the Verde Valley Archaeology Center would construct a water line along the easement and the Town of Camp Verde would agree to construct a paved road with curb and gutter the length of the easement. The Verde Valley Archaeology Center will also update the council on recent activities and future plans as part of the presentation. Staff Resource: Steve Ayers**

The following item was requested by Councilor Carol German

5. **Presentation, followed by discussion regarding a brief update from the Verde Valley Board Advisory Committee (VVBAC) for the Yavapai College District Governing Board and feedback from Town Council on improving the variety and quantity of education from the Verde Valley Yavapai College.**

6. **Adjournment**

Posted by: *Virginia Lee*

Date/Time: *6.4.2015*

4:00 p.m.

Note: Pursuant to A.R.S. §38-431.03A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.



Agenda Item Submission Form – Section I

Meeting Date:

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session Pre-Session

Requesting Department: Economic development

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Presentation and discussion of proposed agreements between the Town of Camp Verde, Verde Valley Archaeology Center and Somerset at Camp Verde, LLC. In the agreements, Summerset at Camp Verde would transfer ownership of Parcel 403-23-104U to the Verde valley Archaeology Center, provide an option for the Verde Valley Archaeology Center to purchase Parcel 403-23-104V and transfer ownership of a 2.68 acre access easement leading to Parcel 800-25-001C (an AZ State Parks parcel), to the Town of Camp Verde. In exchange the Verde Valley Archaeology Center would construct a water line along the easement and the Town of Camp Verde would agree to construct a paved road with curb and gutter the length of the easement. The Verde Valley Archaeology Center will also update the council on recent activities and future plans as part of the presentation.

List Attached Documents:

- 1) Public-Private Development Agreement
- 2) Letter of Intent from AZ State Parks
- 3) Town of Camp Verde Proposed Archaeology Center Economic Impact –Yavapai College
- 4) Site map
- 5) City North Case paper from Attorney Bill Sims
- 6) Declaration of Access and Utility Easements
- 7) Total of Simonton investments in project area

Estimated Presentation Time: 30 minutes

Estimated Discussion Time: 30 minutes

Reviews Completed by:

Department Head: Town Attorney Comments:

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact:

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information:

The proposed agreement came out of discussions between the Verde Valley Archaeology Center and developer Scott Simonton, owner of the properties in question. Mr. Simonton, after visiting the Center this last year, offered to provide property for a permanent home for the Verde valley Archaeology Center. Eventually the two parties settled on a two-part donation in which the VVAC would receive approximately 9 acres from Summerset at Camp Verde, LLC, outright, and the option to purchase an addition parcel of approximately 6 acres.

Simultaneous to the discussions between Mr. Simonton and VVAC, the Town of Camp Verde Economic Development Department had discussed with both Arizona State Parks and the Prescott National Forrest, the development of approximately 75 acres of land owned by the two agencies, adjacent to the Verde River, for a riverside park and natural area. Currently, the 75-acre proposed park property, located at the end of a 2.68 acre private access easement that aligns with Homestead Parkway, has no public access.

The agreement before council contemplates, in its simplest terms, that in exchange for Simonton's donation of the 9 acres to the VVAC, the discounted sale of the 6-acre parcel and the donation of a 2.68 acre public right of way for access to the 75-acre park property to the Town, the Verde valley Archaeology Center will extend Camp Verde Water System's water line the length of the easement and the Town of Camp Verde will construct a paved road the length of the easement with curb and gutter. The water line is estimated to cost \$75,000. The road extension is estimated at \$350,000. The agreement calls for the Town to build and pay for the waterline when it constructs the road, then for VVAC to reimburse the Town if VVAC has not provided the funds in advance. The agreement also allows the developer to pave the road previous to FY2018 if the opportunity arises to develop parcels along the roadway with the Town paying the developer back in FY2018.

In order for the Town and the public to utilize the proposed park property it will be necessary to build a trailhead. The current access easement does not allow public access to the park property. If the roadway is eventually constructed by private development then deeded to the Town, there is no guarantee the developer will provide for a trailhead. Without a trailhead, future access to the 75-acre park will be accessible only by foot paths within the larger Simonton Ranch development, which surrounds the property, forcing residents who do not live in the development to park on neighborhood streets or walk to the park from elsewhere. The proposed agreement will allow the Town to construct a trailhead at the end of, and within, the easement.

Recommended Action (Motion): N/A, presentation only

Instructions to the Clerk: N/A, presentation only



Douglas A. Ducey
Governor

Sue Black
Executive Director

State Parks Board
R.J. Cardin, Chairman
Kay Daggett, Vice-Chairman
Mark Brnovich, Phoenix
Alan Everett, Sedona
Shawn Orme, Mayer
Orme Lewis, Jr., Phoenix

Letter of Intent

Arizona State Parks, Region II
2011-A Kestrel Road
Cottonwood, AZ 86326

April 23, 2015

Steve Ayers
473 S. Main Street
Camp Verde AZ 86322

Re: Homestead Trail MOU

Dear Mr. Ayers,

This letter is to inform you we have received and are processing your draft MOU. Our Attorney General Representative (AGR) is currently reviewing the MOU.

Arizona State Parks (ASP) looks forward to partnering with the Town of Camp Verde in developing a trail system along parcels number 800-25-001C and 800-25-001D. Our Landscape Architect, Renee Gillespie has already met with you for an overview of the project.

The project/partnership also has the support of our Director, Sue Black. Once our AGR has reviewed the draft MOU, I will contact you to finalize the particulars.

Sincerely,

Keith Ayotte
Region II Manager
480-766-2745



Town of Camp Verde Proposed Archeology Center Economic Impact

The Town of Camp Verde is seeking to advance their economic potential by capitalizing on existing competitive advantages within the natural resource base and tourism sectors. The proposed Verde Valley Archeology Center would be established on nine acres of land in the north central section of the town and contain 28,500 square feet of usable space allocated for a museum/gallery, gift shop, library, learning center and classroom space, and auditorium.

The center operations will have an economic impact in the community in terms of direct spending on wages, supplies, and services and induced impacts derived from increased demand for supplies and services and increased household expenditures. Additionally, there will be an economic impact derived from increased capacity for tourism and destination learning operations. The following analysis identifies the probable economic impact that would occur in the context of labor wages, value-added, and output in the local community.

At current operating projections for the center, the direct expenditures on employment, supplies, and services procured from within the county will result in a total impact of \$2.22 million in additional output (sales) in the community and just over \$603,000 in labor wages. The indirect impact is garnered from the increase in demand for services and supplies due to the center's operations. This totals just over \$105,000 in wages and just under \$295,000 in sales. The induced effect exhibits the increase in employment, wages, and sales that would occur due to the increase in household spending. This is an additional \$72,312 in wages and \$218,067 in sales.

The center also projects that they will facilitate 4 tourism based events that will support local and imported expenditures in the retail, food and accommodation sectors. At an estimated \$5000 in revenue generated in direct ticket pricing, the operations of the events themselves will support an additional \$32,000 in local output and \$8,600 in wages. Additional impact will occur due to visitor spending patterns in the local community.

Impact Summary Camp Verde Archeology Operations

Impact Type	Jobs	Local Output	Local Wages	Total Value Added	Total
Direct Effect	10	\$425,148.36	\$943,820.85	\$1,707,158.30	
Indirect Effect	2.7	\$105,591.28	\$173,854.45	\$294,547.17	
Induced Effect	1.9	\$72,312.15	\$143,544.01	\$218,067.54	
Total Effect	18.7	\$603,051.80	\$1,261,219.31	\$2,219,773.00	

Source: Minnesota IMPLAN Group

The impact of the center's operations and events on sales tax revenue generation totals \$45,756 from production and product sales, and another \$7,481 through households.

State and Local Tax Impact for Archeology Center Operations and Events

Description	Tax on Production and Imports	Households	Corporations
Dividends			\$164.00
Social Ins Tax- Employee Contribution			
Social Ins Tax- Employer Contribution			
Tax on Production and Imports: Sales Tax	\$25,720.00		
Tax on Production and Imports: Property Tax	\$18,086.00		
Tax on Production and Imports: Motor Vehicle Lic	\$238.00		
Tax on Production and Imports: Severance Tax	\$116.00		
Tax on Production and Imports: Other Taxes	\$1,274.00		
Tax on Production and Imports: S/L NonTaxes	\$323.00		
Corporate Profits Tax			\$3,527.00
Personal Tax: Income Tax		\$5,126.00	
Personal Tax: NonTaxes (Fines- Fees)		\$1,692.00	
Personal Tax: Motor Vehicle License		\$272.00	
Personal Tax: Property Taxes		\$194.00	
Personal Tax: Other Tax (Fish/Hunt)		\$198.00	
Total State and Local Tax	\$45,756.00	\$7,481.00	\$3,691.00

Source: Minnesota IMPLAN Group

The top employment sectors that would receive an increase in demand due to the center's operations include food services, building maintenance, real estate services, accounting services, and professional, technical, and scientific services. The latter sector comprises some of the highest wages per worker in Yavapai County and is a sector that has momentum for growth in the region. Increased sales per sector, not including museums, totals \$187,702 and \$67,868 in wages for the region.

Top Ten for Employment Sectors

Description	Employment	Total Labor Income	Total Value Added	Total Output (sales)
Museums, historical sites, zoos, and parks	14.2	\$425,215.03	\$943,968.83	\$1,707,425.97
Food services and drinking places	0.4	\$8,363.18	\$12,343.70	\$22,213.78
Services to buildings and dwellings	0.3	\$8,093.61	\$10,040.88	\$18,907.73
Real estate establishments	0.3	\$9,468.37	\$36,387.64	\$46,093.13
Accounting, tax preparation, bookkeeping, and payroll services	0.3	\$7,677.53	\$16,578.68	\$22,285.58
Employment services	0.2	\$9,729.84	\$10,519.24	\$12,192.14
Maintenance and repair construction of nonresidential structures	0.2	\$7,781.27	\$13,326.31	\$28,637.29
Other private educational services	0.2	\$6,029.48	\$7,606.96	\$10,881.02
Management, scientific, and technical consulting services	0.1	\$6,406.56	\$6,839.41	\$12,346.94
Newspaper publishers	0.1	\$4,318.80	\$6,300.41	\$14,144.82

Source: Minnesota IMPLAN Group



CityNorth Case

Turken v. Gordon, et al.

The Arizona Supreme Court recently decided a case that many in the development community thought left too much doubt and could jeopardize future development. What did the Court decide and how should cities and towns respond? The sky really is not falling. The case is not too bad from a city or town perspective.

The development agreement in the CityNorth case required the developer of a commercial development to set aside 2,980 parking garage spaces for non-exclusive use by the general public and 200 spaces for exclusive use by drivers in commuting programs. In return, for eleven years Phoenix must pay the developer annual payments equal to half of certain sales taxes generated by the development. This amount could be up to \$97.4 million.

The public dollars for parking spaces was challenged by Phoenix taxpayers based, in part, on what is known as the Arizona Gift Clause (Article 9, Section 7 of the Arizona Constitution):

Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation

Even though the Supreme Court noted that the CityNorth development agreement “quite likely” violated the Gift Clause, the Court concluded that because of uncertainty that had been generated by earlier court decisions, the Court decided not to rule that the CityNorth development agreement violated the Gift Clause. Instead, the Court attempted to lay down rules that cities and towns may follow. What can we learn from the decision?

1. **Let your elected officials make the decision.** The Court of Appeals had expressed concern about “rubber stamping” the decision of elected officials. The Supreme Court stepped back a bit and noted that “courts owe significant deference to the judgment of elected officials.” City and town staff should make sure that elected officials are fully aware of the terms of proposed development agreements and are allowed to express their opinions and vote on such terms. Under the Supreme Court’s CityNorth decision, courts will defer to those decisions. Net impact: Positive.
2. **Courts will overturn the elected officials’ decision in extreme circumstances.** Underscoring the deference that courts will give decisions made by elected officials when applying the Gift Clause, the Supreme Court noted that courts will find a public purpose when elected officials decide to authorize expenditures of public funds in connection with development projects except “in those rare cases in which the governmental body’s discretion has been ‘unquestionably abused.’” Moreover, when evaluating whether or not a city or town has received adequate consideration for the public resources committed to the developer, the Court observed that it would only find the Gift Clause violated if the consideration given by the city or town was “grossly disproportionate” to the consideration given by the developer. Here we see the Arizona Supreme Court acknowledging that unelected justices should defer to the substantiated decision of elected officials. Net impact: Positive.

3. **A deal is not invalid just because a private interest is benefited.** When the Arizona Court of Appeals considered the CityNorth deal, it adopted a new test for assessing the constitutionality of development agreements under the Gift Clause. The Court of Appeals interpreted prior cases to require a determination as to “whether the payments to a private party unduly promote private interests.” Every development deal will promote a private interest; otherwise the developers won’t do the deals. The Arizona Supreme Court rejected the new test and instead applied the two step test of a long line of Arizona cases: (a) is the expenditure for a public purposes, and (b) is the “public benefit to be obtained from the private entity as consideration . . . far exceeded by the consideration being paid by the public?” This test is easier to apply than trying to determine if a private person has been “unduly” benefited. Net impact: Positive.
4. **The city or town must be able to quantify the benefits received.** When evaluating the consideration exchanged by the parties in the CityNorth deal, the Arizona Supreme Court decided not to count increased tax revenue and additional jobs as part of the consideration given by the developer. The Court established a somewhat blurry line by applying principles of contract law: “Although anticipated indirect benefits may well be relevant in evaluating whether spending serves a public purpose, when not bargained for as part of the contracting party’s promised performance, such benefits are not consideration under contract law or under [the Gift Clause].” The CityNorth decision actually helps cities and towns when starting negotiations with a developer who rolls into town with all sorts of promises. The CityNorth case requires a city or town to contract for benefits if those benefits are to be counted when determining whether or not a deal satisfies the Gift Clause. If the benefits can be measured and enforced, then the CityNorth decision helps governments strike beneficial deals for their communities – exactly what the Gift Clause is intended to promote. This standard can be applied to many types of development agreements that cities and towns enter into, such as deals where the developer creates direct, discernable value in return for sales tax reimbursement. Reimbursing a developer, for example, for the cost of public infrastructure paid for by the developer and used by persons other than the developer would be permitted, such as additional streets, sewers and sidewalks built by the developer at a capacity greater than needed for the proposed development. Net impact: Positive.
5. **Can increased tax payments ever be direct?** Even though the CityNorth case has many positive impacts for cities and towns, the case does create a fair amount of uncertainty. Can taxes generated by development ever be counted as consideration? The Court seems to suggest that cities and towns may not count taxes by noting that a duty to pay taxes arises “from law applicable to all, not out of contract.” All is not lost, however, if the goal is to try to use indirect benefits to show adequate consideration. For taxes, you could ask for a letter of credit to support a minimum payment on an annual basis. For jobs, you could require the developer to create a minimum number of jobs. Net impact: Uncertain.
6. **Do you always need a contract?** The CityNorth opinion contains language in footnote four that is helpful but also confusing. The objective of this footnote seems to clarify that the opinion does not impose a Gift Clause limitation on the exercise of governmental powers such as providing assistance to the needy. The footnote, however, contains somewhat unnecessary language when it states that the Gift Clause analysis does not

apply to “non-contractual public expenditures.” Some have read this to mean that if a government decides to spend funds (for example, a contribution to the chamber of commerce), the government should do so without a contract in order for the deal to be insulated from Gift Clause scrutiny. Read literally, this language would suggest to never use a contract when committing public funds. That should not be the result. Governments are better served by using the rigor imposed by a contract to document and enforce the benefits that a government receives when expending public funds. Net impact: Uncertain.

7. **Don’t always assume that you need to own the improvement that is paid for with public funds.** The CityNorth opinion suggests that ownership of an improvement paid for with public funds avoids Gift Clause scrutiny: “the City could have erected a parking structure of its own without violating the Gift Clause.” The Gift Clause, however, is not the only guiding principle when evaluating development options. If the city or town (rather than the developer) owns the improvement, property taxes could be lost and the city or town will incur liability arising out of ownership such as capital repair, demolition and damages arising from injuries on the property. Net impact: Mixed.
8. **Don’t forget the procurement rules.** When the Supreme Court evaluated the exchanged consideration in the CityNorth deal, the Court noted that “paying too much for something effectively creates a subsidy from the public to the seller.” The Court observed that much greater scrutiny will be applied when “a public entity enters into the contract without the benefit of competitive proposals.” The temptation is always there to try a sole source procurement; instead, use the language of the CityNorth opinion to justify competitive solicitations as often as you can when spending public funds. Net impact: Positive.
9. **Remember that besides the Gift Clause, statutes must also be complied with.** Our Legislature has been grappling with problems arising out of cities and towns competing with each other to attract development by rebating sales taxes. Slowly, the Legislature has adopted legislation to make it more difficult to rebate sales taxes. Don’t forget to comply with these statutes (e.g., A.R.S. § 9-500.11). Compliance alone with the statute, however, does not necessarily mean that the Gift Clause has been satisfied. Net impact: Neutral.
10. **Don’t jump to the conclusion that we need a constitutional amendment.** Some have said that to correct all of the perceived uncertainty arising out of the CityNorth decision, the Arizona Constitution must be amended to clearly allow cities and towns to provide the incentives that were challenged in CityNorth. When you consider the points raised above, the CityNorth case does not seem that troubling for cities and towns. It will require governments to be more discerning when expending public funds – not a bad outcome and one that probably would be looked upon favorably by the drafters of the Gift Clause at statehood. One should consider a recent example of the outcome when voters were asked to weigh in on land use issues. In 2006 the voters were asked (probably unnecessarily) to approve Prop 207, the Private Property Protection Rights Act, concerning city land use approvals. The result has produced confusing legislation that cities and towns must try to address. The better way to address the CityNorth decision is to try to implement the decision in a way that promotes the interests of Arizona cities and

towns, the interests of both the governments and the citizens they represent and the interests of developers with the goal being a development that benefits all.

When recorded, return to:

G. Scott Simonton
310 N. Portland Avenue
Gilbert, Arizona 85234

DECLARATION OF ACCESS AND UTILITY EASEMENTS

This Declaration of Access and Utility Easements (this "*Declaration*") is made to be effective as of the date recorded in the official records of Yavapai County, Arizona (the "*Effective Date*") by and among SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company ("*Declarant*"), and SIMONTON RANCH 1, LLC, an Arizona limited liability company ("*Simonton 1*") and SIMONTON RANCH 4, LLC, an Arizona limited liability company ("*Simonton 4*") together herein the "*Benefitted Owners*".

RECITALS:

A. Declarant owns approximately 30.9 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town of Camp Verde (the "*Town*"), Yavapai County, Arizona, which is more particularly described on Exhibit A attached hereto (the "*Summerset Property*").

B. Simonton 1 owns approximately 21.87 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town, which is more particularly described on Exhibit B attached hereto (the "*Simonton 1 Property*").

C. Simonton 4 owns approximately 2.31 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town, which is more particularly described on Exhibit C attached hereto (the "*Simonton 4 Property*").

D. Together herein the Simonton 1 Property and Simonton 4 Property are referred to as the "*Benefitted Properties*". The Summerset Property and Benefitted Properties are referred to as the "*Property*".

E. To enhance the future use and development of the Property, Declarant desires to create and provide certain easements over, across and under the portion of the Summerset Property described in Exhibit D attached hereto (the "*Easement Area*") for the use of each present and future owner of all or any portion of the Property (each an "*Owner*"), as more particularly set forth below.

THEREFORE, Declarant hereby declares that the Property and the Easement Area are and shall be owned (legally and beneficially), leased, transferred, developed, improved or otherwise used subject to the provisions of this Declaration.

DECLARATIONS:

1. Recitals. The Recitals above are incorporated herein and are true statements of fact binding on the Parties.

2. **Grant of Easements.** Declarant hereby grants, conveys and declares the following easements (the "Easements"):

2.1 **Access.** A perpetual appurtenant non-exclusive easement (the "Access Easement") over, across and under the Easement Area for the purpose of: (a) providing pedestrian and vehicular ingress and egress to the Property for each Owner and its employees, agents, tenants, guests and invitees; and (b) installing, constructing, operating, using, maintaining, repairing and replacing improvements to facilitate the ingress and egress described in (a) above, including, without limitation, paving and other road improvements. The Access Easement shall be for the benefit of and appurtenant to the Property.

2.2. **Utilities.** A perpetual appurtenant non-exclusive easement (the "Utility Easement") over, across and under the Easement Area for the purpose of installing, operating, maintaining and replacing utilities, including, without limitation, electricity, water, sewer, gas, telephone and cable television, to provide services to the Property for the use of each Owner and their employees, agents, tenants, guests and invitees and all providers of such services. The Utility Easement shall include the right of ingress and egress over and across the Property for all parties named above to the extent reasonably necessary for the purpose of using such easement. Each Owner may grant the right to use the Utility Easement granted under this Section 2.2 to any utility companies or providers. In such event, such Owner shall retain the right to use the Utility Easement in accordance with this Declaration, but such utility companies shall also possess such right. At an Owner's request, the Owner(s) of the portion of the Property containing the Easement Area shall grant and allow the recording of easements directly to utility companies or providers for the installation, operation and maintenance of utility lines over, under or across the Easement Area.

3. **Repair and Restoration.** If any person or entity using any of the Easements disturbs or damages the Property or any improvements on the Property while using the Easements, such person or entity shall promptly restore the Easement Area and/or such improvements to substantially the same condition as existed immediately prior to such disturbance or damage. By using any of the Easements, such person or entity shall be deemed to have accepted and be bound by the provisions of this Declaration, including, without limitation, the provisions of this Section 3.

4. **Dedication of Road and Utility Easements.** In connection with the development of the Property, the Owner(s) of the Easement Area shall dedicate: (a) a public road to the Town located in or near the Easement Area providing access to the Property comparable to that provided by the Access Easement and complete installation of all road improvements and satisfy all requirements of the Town relating to the dedication; and (b) public utility easements in or near the Easement Area providing utilities to the Property comparable to that provided by the Utility Easement. At such time as one or more plats or other appropriate documents have been recorded in the official records of Yavapai County, Arizona, that accomplish the dedications and all conditions described in (a) and (b) above are satisfied, the Easements shall terminate automatically without the need for any additional documentation of such termination.

5. **Covenants Running with Land; Successors.** The Easements and the covenants, restrictions and provisions of this Declaration shall: (a) run with the land; and (b) shall be binding on and inure to the benefit of the persons and entities specifically described in this Declaration and their respective successors and assigns, including, without limitation, all Owners for the period of their ownership.

6. **No Rights for Public.** This Declaration shall not be construed as creating any rights in the general public or as dedicating any portion of the Easement Area for public use.

7. **No Third Party Rights; No Partnership.** Nothing contained in this Declaration shall be deemed to grant or confirm to any other person or entity, except as specifically provided, the right to assert or exercise a separate or independent right to enforce this Declaration, or a separate or independent right to enjoy any of the benefits or privileges granted, it being understood that such rights are forever expressly held, retained and shall be exercised solely as provided in this Declaration. Nothing contained in this Declaration shall be deemed or construed to create the relationship of principal and agent, limited or general partnership, joint venture or any other associations between or among the Declarant and the persons or entities that benefit from or are entitled to benefit from or use the Easements under this Declaration.

8. **Governing Law.** This Declaration together with all attachments and exhibits shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Arizona (without reference to choice of law principles).

9. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Declaration and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Declaration, which shall be deemed to prevail and control. All references to "Sections" shall be to the numbered sections of this Declaration unless specifically stated otherwise. In this Declaration (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

10. **Severability.** If any term or provision of this Declaration shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, but such term or provision shall be reduced or otherwise modified by such court or authority only to the minimum extent necessary to make it valid and enforceable, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it shall be severed from this Declaration and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Declaration. If any provision of this Declaration is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

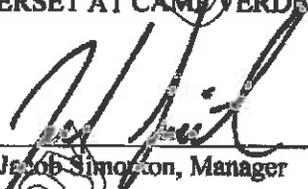
11. **Amendment.** Except as provided in Section 4 above: (a) this Declaration may only be amended or terminated by the agreement of all of Owners of the Property at the time of such amendment or termination; and (b) no amendment or termination of this Agreement shall be effective until a written instrument setting forth its terms has been executed by all of the required persons or entities, acknowledged and recorded in the records of Yavapai County, Arizona.

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12. Miscellaneous. The waiver by any person or entity of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. The headings in this Declaration are for reference only and shall not limit or define the meaning of any provision of this Declaration. Owners shall execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Declaration. All exhibits attached hereto are by this reference incorporated herein.

DECLARANT:

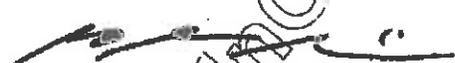
SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company

By: 
Jacob Simonton, Manager

BENEFITTED OWNERS:

SIMONTON RANCH 1, LLC, an Arizona limited liability company

By: Simonton Companies, LLC, an Arizona limited liability company, Manager

By: 
G. Scott Simonton, Authorized Agent

SIMONTON RANCH 4, LLC, an Arizona limited liability company

By: Simonton Companies, LLC, an Arizona limited liability company, Manager

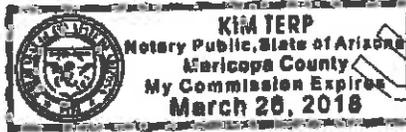
By: 
G. Scott Simonton, Authorized Agent

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by Jacob Simonton, Manager of SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp
Notary Public

My commission expires:



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by G. Scott Simonton, Manager of Simonton Companies, LLC, an Arizona limited liability company, on behalf of the company, acting as the Authorized Agent of SIMONTON RANCH 1, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp
Notary Public

My commission expires:



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by G. Scott Simonton, Manager of Simonton Companies, LLC, an Arizona limited liability company, on behalf of the company, acting as the Authorized Agent of SIMONTON RANCH 4, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp
Notary Public

My commission expires:

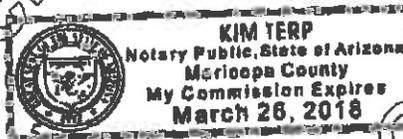


EXHIBIT A

Legal Description of Somerset Property

UnOfficial Copy



Hoskin-Ryan Consultants, Inc.
creative engineering solutions

EXHIBIT A

Legal Description of Sunnyside Property

April 4, 2008

**Legal Description
Homestead Camp Verde
Parcel 16**

That part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the Center of said Section 25, monumented with a marked stone, from which the East Quarter Corner of said Section 25, monumented with an Iron Bar with Aluminum Cap marked LS 12218, bears South 89 degrees 50 minutes 00 seconds East, a distance of 2,648.54 feet;

Thence South 89 degrees 50 minutes 00 seconds East, along the East-West Midsection Line of said Section 25, a distance of 1,639.29 feet;

Thence South 36 degrees 46 minutes 24 seconds East, departing said East-West Midsection Line, a distance of 325.83 feet;

Thence South 37 degrees 35 minutes 25 seconds East, a distance of 104.97 feet;

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.66 feet;

Thence South 37 degrees 05 minutes 03 seconds East, a distance of 6.27 feet to the **POINT OF BEGINNING**;

Thence continuing South 37 degrees 05 minutes 03 seconds East, a distance of 218.49 feet;

Thence South 31 degrees 13 minutes 14 seconds East, a distance of 70.13 feet;

Thence South 24 degrees 05 minutes 59 seconds East, a distance of 94.27 feet;

Thence South 20 degrees 51 minutes 13 seconds East, a distance of 86.79 feet;

Thence South 14 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 278.31 feet;

Thence South 77 degrees 05 minutes 30 seconds West, a distance of 366.84 feet;

Thence South 30 degrees 41 minutes 07 seconds West, a distance of 222.64 feet;

Thence South 82 degrees 27 minutes 13 seconds West, a distance of 700.58 feet;

April 4, 2008
Legal Description
Homestead Camp Verde
Parcel 18

Thence South 65 degrees 29 minutes 50 seconds West, a distance of 369.81 to a point on a 3,864.79-foot radius non-tangent curve, whose center bears South 67 degrees 57 minutes 43 seconds West;

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 787.17 feet;

Thence South 77 degrees 48 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

Thence Southwesterly, along said curve, through a central angle of 02 degrees 55 minutes 27 seconds, a distance of 28.07 feet;

Thence North 78 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

Thence Easterly, along said curve, through a central angle of 13 degrees 34 minutes 14 seconds, a distance of 118.43 feet;

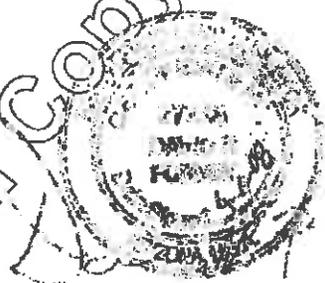
Thence North 87 degrees 37 minutes 49 seconds East, a distance of 159.51 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

Thence Northeasterly, along said curve, through a central angle of 19 degrees 32 minutes 43 seconds, a distance of 150.10 feet;

Thence North 68 degrees 05 minutes 08 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.08 feet to the **POINT OF BEGINNING**.

Said parcel contains 30.90 Acres, more or less.



EXPIRES 6-30-08

EXHIBIT B

Legal Description of Simonton 1 Property

UnOfficial Copy



Hoskin-Ryan Consultants, Inc.
creative solutions

EXHIBIT B

Legal Description of Simonton 1 Property

March 16, 2007

**Legal Description
Homestead Camp Verde
Parcel 1**

That part of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 25, monumented with an aluminum capped iron bar marked "LS 12216", from which the Center of said Section 25, monumented with a marked stone, bears North $89^{\circ}50'00''$ West, a distance of 2,848.54 feet;

Thence North $89^{\circ}50'00''$ West along the East-West mid-section line of said Section 25, a distance of 1,009.26 feet to the POINT OF BEGINNING;

Thence South $36^{\circ}46'24''$ East, a distance of 325.63 feet;

Thence South $37^{\circ}35'25''$ East, a distance of 104.97 feet;

Thence South $37^{\circ}33'01''$ East, a distance of 263.69 feet;

Thence South $37^{\circ}05'03''$ East, a distance of 8.27 feet to a point on a 630.00-foot radius non-tangent curve, whose center bears South $19^{\circ}54'21''$ East;

Thence Southwesterly along said curve, through a central angle of $02^{\circ}00'33''$, a distance of 22.09 feet;

Thence South $88^{\circ}05'06''$ West, a distance of 1,359.41 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

Thence Southwesterly along said curve, through a central angle of $03^{\circ}28'49''$, a distance of 26.73 feet;

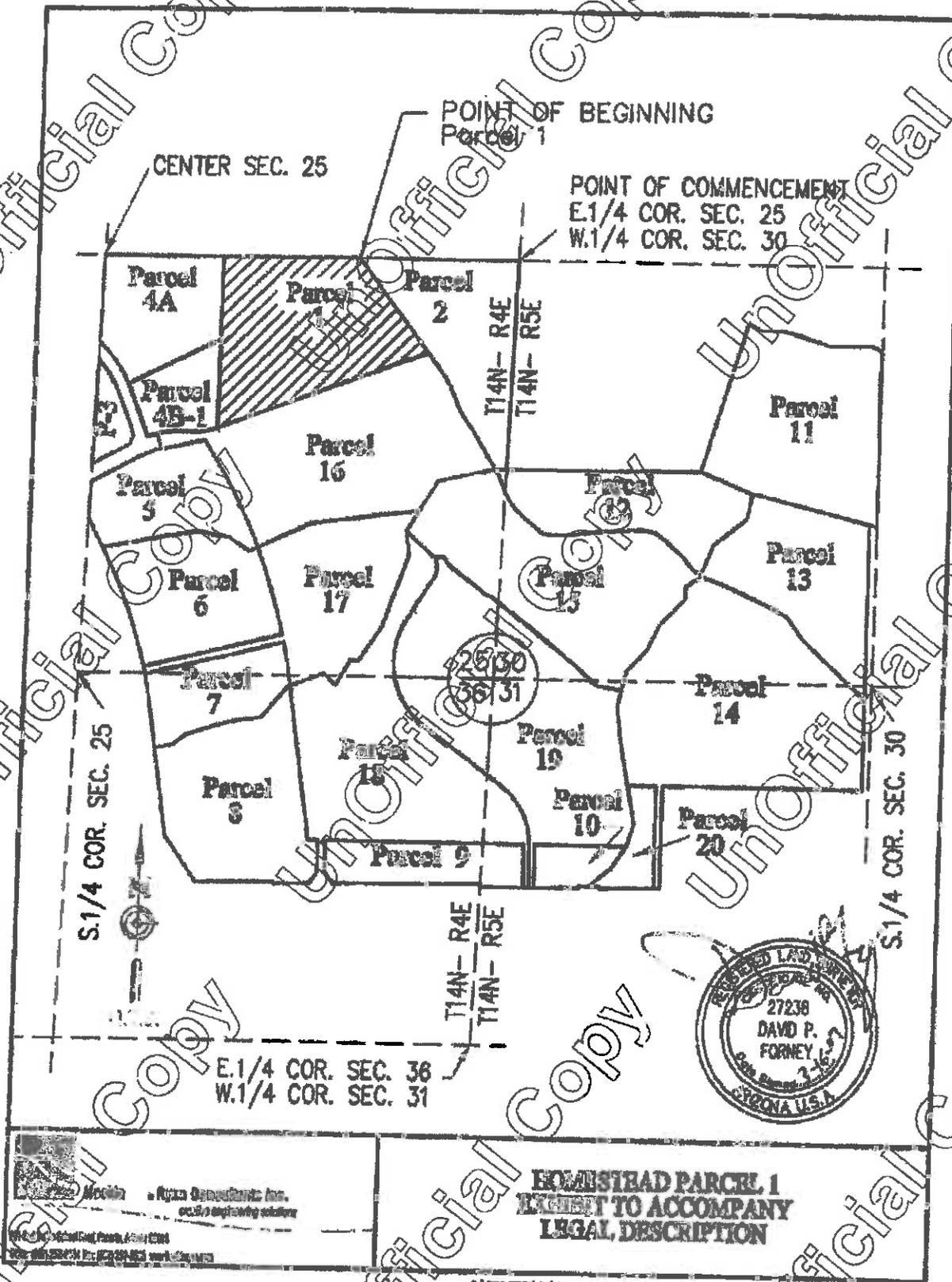
Thence North $90^{\circ}10'00''$ East, a distance of 1,085.27 feet to a point on said East-West mid-section line;

Thence South $89^{\circ}50'00''$ East, along said East-West mid-section line, a distance of 880.16 feet to the POINT OF BEGINNING.

Containing 21.9 acres, more or less.

G:\Projects\04104-108 Homestead Camp Verde\legal descriptions\LG_Parcel 1.doc

Land Planning | Hydrology | Land Development | Civil Infrastructure | Surveying | Construction Services | Graphic Services



E.1/4 COR. SEC. 36
W.1/4 COR. SEC. 31

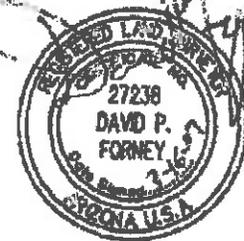


EXHIBIT PARCEL 1
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT C

Legal Description of Simonton 4 Property

UnOfficial Copy



Hoskin-Ryan Consultants, Inc.
creativity • engineering • solutions

EXHIBIT C

Legal Description of Simonton 4 Property

January 18, 2007

**Legal Description
Homestead Camp Verde
Parcel 4b - 3**

That part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the Center of said Section 25, monumented with a marked stone, from which the East Quarter Corner of said Section 25, monumented with an Iron Bar with Aluminum Cap marked LS 12218, bears South 89 degrees 50 minutes 00 seconds East, a distance of 2,848.64 feet;

Thence South 89 degrees 50 minutes 00 seconds East, along the East-West Midsection Line of said Section 25, a distance of 759.13 feet;

Thence South 00 degrees 10 minutes 00 seconds West, departing said Midsection Line, a distance of 526.56 feet to the POINT OF BEGINNING;

Thence continuing South 00 degrees 10 minutes 00 seconds West, a distance of 558.71 feet to a point on a 440.00-foot radius non-tangent curve whose center bears North 18 degrees 26 minutes 04 seconds West;

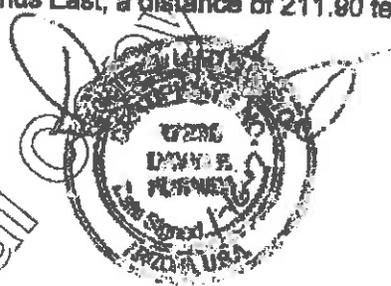
Thence Southwesterly along said curve through a central angle of 16 degrees 03 minutes 53 seconds, a distance of 123.37 feet;

Thence South 87 degrees 37 minutes 49 seconds West, a distance of 38.19 feet;

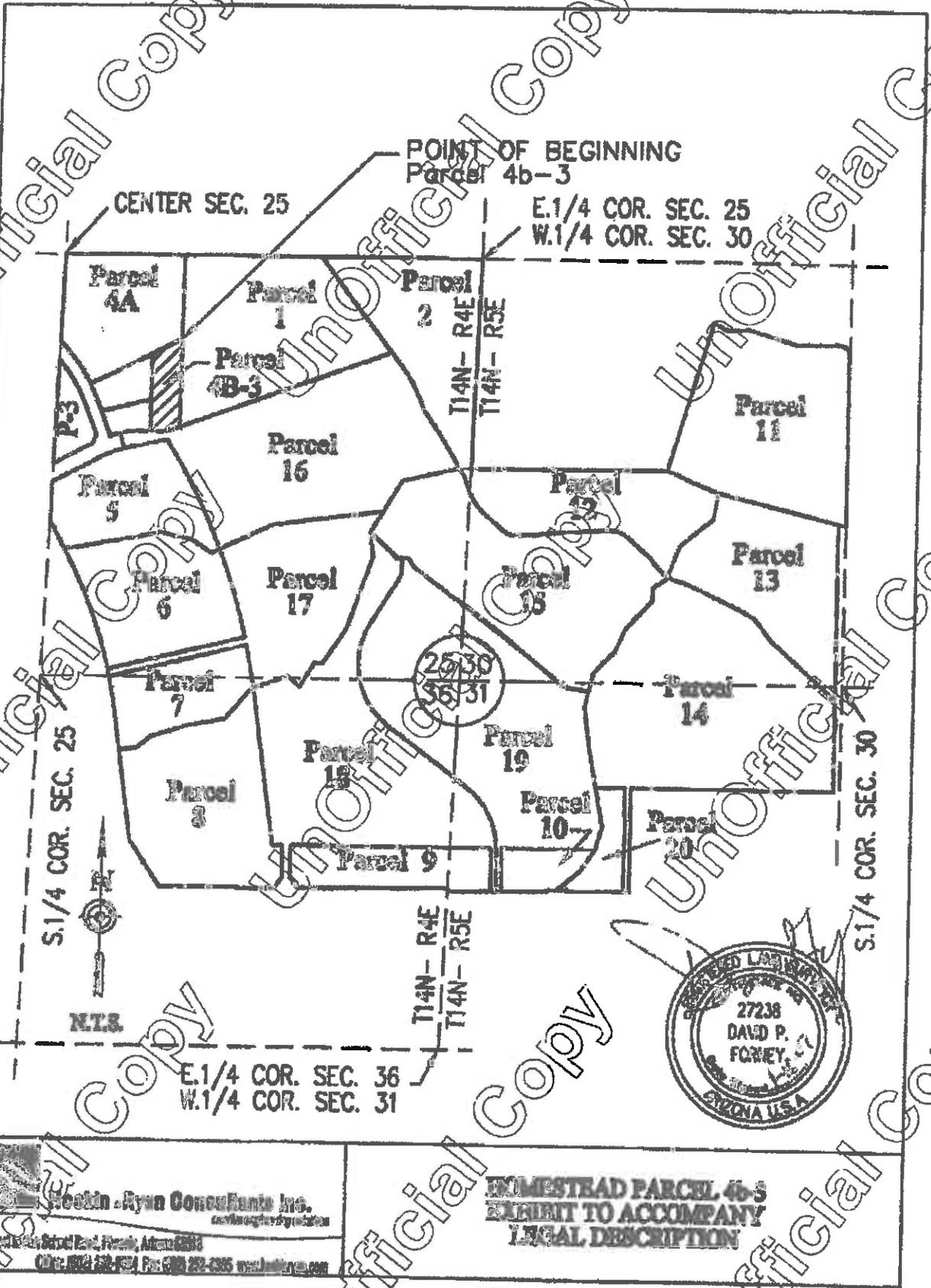
Thence North 00 degrees 10 minutes 00 seconds East, a distance of 490.50 feet;

Thence North 63 degrees 53 minutes 07 seconds East, a distance of 211.90 feet to the POINT OF BEGINNING.

Containing 2.31 acres, more or less.



G:\Projects\104104-108 Homestead Camp Verde\Legal Descriptions\LG_Parcel 4b-Parcel 3.doc



Heath Ryan Consultants Inc.
Surveyors & Engineers
201 East State Street, Phoenix, Arizona 85004
Office: 602.252.4524 Fax: 602.252.4525 www.heathryan.com

HOMESTEAD PARCEL 4b-3
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION



Hoshin Ryan Consultants, Inc.
creative engineering solutions

EXHIBIT D

Legal Description of Easement Area

February 5, 2007

**Legal Description
Homestead Camp Verde
Parcel 16 – Access Easement**

That part of Section 25, Township 14 North, Range 4 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at East Quarter corner of said Section 25, monumented with an aluminum capped iron bar marked "LS 12218" from which the Center of said Section 25, monumented with a marked stone bears North 89°50'00" West, a distance of 2648.54 feet;

Thence North 89°50'00" West, along the East-West mid-section line of said Section 25, a distance of 1,009.26 feet;

Thence South 36°46'24" East, a distance of 325.83 feet;
Thence South 37°35'25" East, a distance of 104.97 feet;
Thence South 37°33'01" East, a distance of 263.89 feet;

Thence South 37°05'03" East, a distance of 6.27 feet to the POINT OF BEGINNING;

Thence continuing South 37°05'03" East, a distance of 63.12 feet to a point on a 570.00-foot radius non-tangent curve, whose center bears South 18°01'53" East;

Thence Southwesterly along said curve, through a central angle of 03°53'01", a distance of 38.63 feet;

Thence South 68°05'06" West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of 09°41'32", a distance of 84.58 feet;

Thence South 77°48'38" West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South 09°55'24" East;

Thence Southwesterly along said curve, through a central angle of 02°55'27", a distance of 28.07 feet;

G:\Projects\04\04-108 Homestead Camp Verde\legal descriptions\LG_Parcel 16-AccessEasement.doc

February 5, 2007
Legal Description
Homestead Camp Verde
Parcel 16 - Access Easement

Thence North $18^{\circ}04'16''$ West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve whose center bears South $15^{\circ}56'25''$ East;

Thence Easterly along said curve, through a central angle of $13^{\circ}34'14''$, a distance of 118.43 feet;

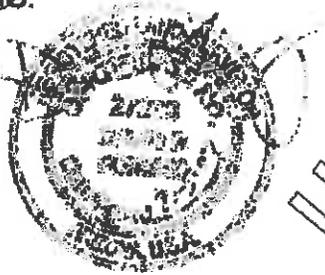
Thence North $87^{\circ}37'49''$ East, a distance of 159.51 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

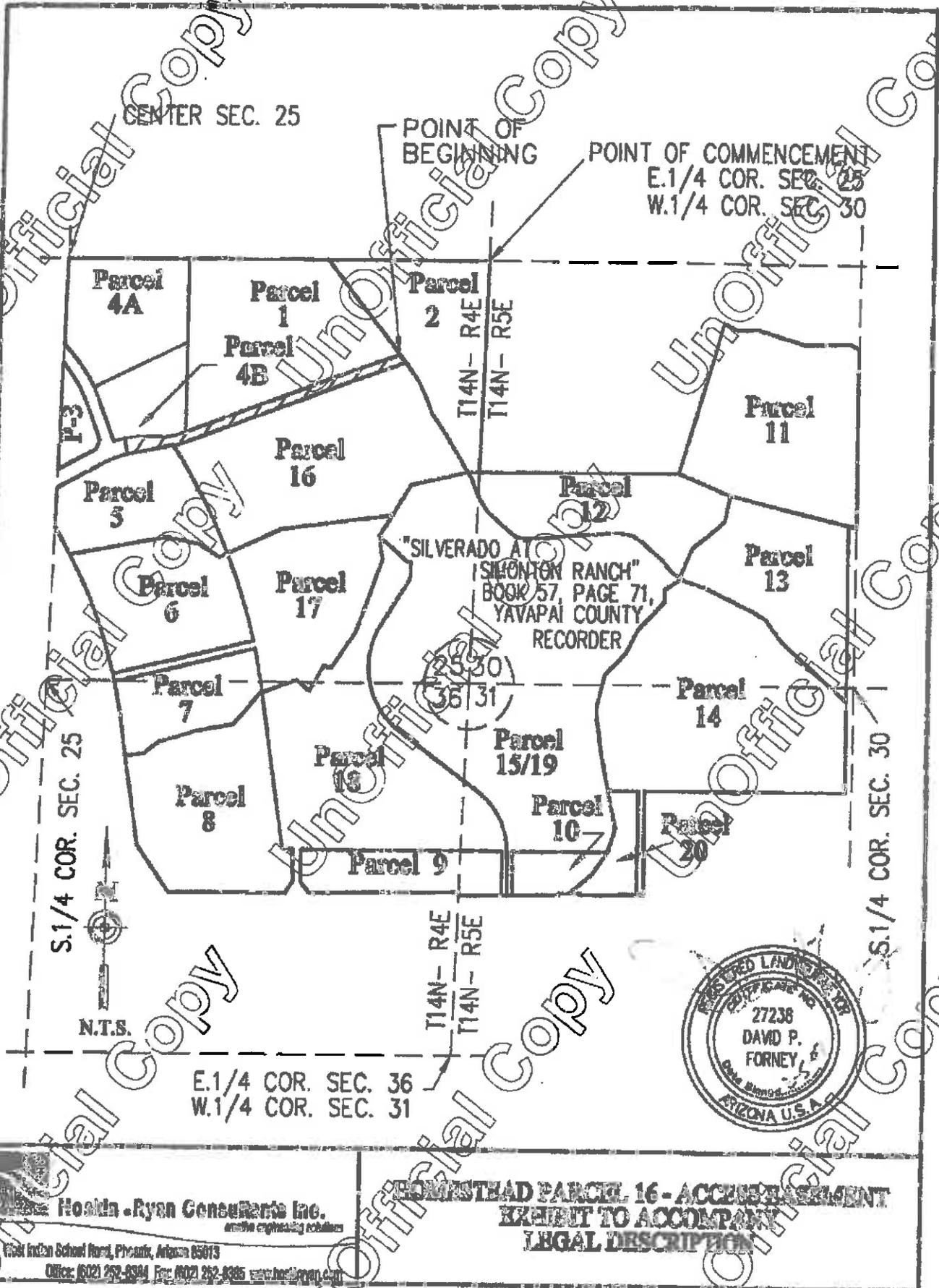
Thence Northeasterly along said curve through a central angle of $19^{\circ}32'43''$, a distance of 150.19 feet;

Thence North $68^{\circ}05'06''$ East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly along said curve through a central angle of $02^{\circ}00'33''$, a distance of 22.09 feet to the POINT OF BEGINNING.

Containing 2.68 acres, more or less





CENTER SEC. 25

POINT OF BEGINNING

POINT OF COMMENCEMENT
E.1/4 COR. SEC. 25
W.1/4 COR. SEC. 30

Parcel 4A

Parcel 1
Parcel 4B

Parcel 2
T14N - R4E
T14N - R5E

Parcel 11

Parcel 5

Parcel 16

Parcel 12

Parcel 13

Parcel 6

Parcel 17

"SILVERADO AT SILVERTON RANCH"
BOOK 57, PAGE 71,
YAVAPAI COUNTY
RECORDER

Parcel 7

Parcel 14

Parcel 8

Parcel 18

Parcel 15/19

Parcel 20

Parcel 9

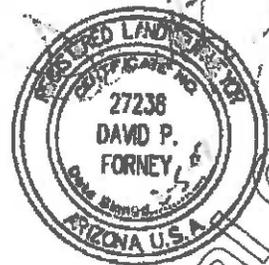
S.1/4 COR. SEC. 25

S.1/4 COR. SEC. 30

N.T.S.

T14N - R4E
T14N - R5E

E.1/4 COR. SEC. 36
W.1/4 COR. SEC. 31



Hoodin-Ryan Consultants Inc.
civil engineering solutions

DOMESTAD PARCEL 16 - ACCESS EASEMENT
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

201 West Indian School Road, Phoenix, Arizona 85013
Office: (602) 252-8384 Fax: (602) 252-8385 www.hoodin-ryan.com

	<u>Acres</u>	<u>Sq Ft</u>	<u>Value per SF</u>	<u>Less Payment</u>	<u>Cost or Value</u>
Verde Valley Archeological Society Site - Phase I Simonton Ranch 1, LLC (G. Scott Simonton) to donate 9.28 acres of Simonton Ranch Parcel 1-A to Verde Valley Archeological Society.	9.28	404,237	\$3.00	\$0	\$1,212,710
Verde Valley Archeological Society Site - Phase II Simonton Ranch 1, LLC (G. Scott Simonton) to do partial sale and partial donation of 6 acres of Simonton Ranch Parcel 1-B to Verde Valley Archeological Society. Society to pay \$250,000 and Simonton to donate remainder.	6.00	261,360	\$3.00	\$250,000	\$534,080
Homestead Parkway Right-of-Way Summerset at Simonton Ranch (Jacob Simonton) to donate 2.68 acres of Simonton Ranch Parcel 16 as right-of-way to Town of Camp Verde.	2.68	116,741	\$3.00	\$0	\$350,222
Sewer Line Extension Verde River Properties, LLC (G. Scott Simonton) pay for and install 8" sewer line from Wood's Ditch to Davidson Drive along Homestead Parkway to serve Archeological Society site, Simonton Industrial Park, and Tech Park at Simonton Ranch.					\$159,925
Water Line Extension Verde River Properties, LLC (G. Scott Simonton) pay for and install 6" water line from Highway 260 to Davidson Drive along Homestead Parkway to Simonton Industrial Park and to be further extended by others to serve Archeological Society site, and Tech Park at Simonton Ranch.					\$67,842
Archeological Investigation Phase I Homestead at Camp Verde, LLC pay for Phase I archeological investigation to clear property for development.					\$250,000
Archeological Investigation Phase II Verde River Properties, LLC (G. Scott Simonton) pay for Phase II archeological investigation to clear property for development, carbon date findings, perform reburials, and preserve findings and artifacts for display to public.					\$77,072
Tech Park at Simonton Ranch Zoning & Engineering Simonton Ranch 1, LLC (G. Scott Simonton) pay for complete zoning and engineering for Tech Park at Simonton Ranch.					\$28,990
Tech Park at Simonton Ranch Development Simonton Ranch 1, LLC (G. Scott Simonton) pay for development and improvements for Tech Park at Simonton Ranch.					\$350,000
TOTAL INVESTMENT BY G. SCOTT SIMONTON AND AFFILIATES					<u>\$3,030,842</u>



Agenda Item Submission Form – Section I

Meeting Date: June 10, 2015 Work Session

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Councilor Carol German

Staff Resource/Contact Person: Councilor Carol German

Agenda Title (be exact): Presentation followed by discussion regarding a brief update from the Verde Valley Board Advisory Committee (VVBAC) for the Yavapai College District Governing Board and feedback from Town Council on improving the variety and quantity of education from the Verde Valley Yavapai College.

Estimated Presentation Time: 15

Estimated Discussion Time: 2 hours

Reviews Completed by:

- Department Head: _____ Town Attorney Comments: N/A
- Finance Department N/A
 Fiscal Impact: None
 Budget Code: N/A _____ **Amount Remaining:** _____
 Comments:

Background Information:

Recommended Action (Motion): No Action is necessary

Instructions to the Clerk: None

Hi Carol,
That would be great.
Paul

—Original Message—

From: Carol German <dcgerman@q.com>
To: Paul E. Chevalier <westwinds3@aol.com>
Sent: Fri, May 15, 2015 9:59 pm
Subject: Re: Verde Valley Advisory Committee information

Hi Paul,
We have a work session on June 10 that starts at 5:30. Would that be a good date for you if I can schedule it on that date?
Carol

From: "Paul E. Chevalier" <westwinds3@aol.com>
To: dcgerman@q.com
Cc: "Albert Filardo" <Albert.Filardo@asu.edu>
Sent: Friday, May 15, 2015 6:24:14 PM
Subject: Re: Verde Valley Advisory Committee information

Hi Carol,
Our committee members did this presentation before the Cottonwood and Sedona City Councils in work sessions. Our presentation takes 15 minutes and then we have a relaxed discussion to seek your the council members ideas on what our committee should be advocating to the College Governing Board for the Verde Valley. The total time this took in each of the two City Council meetings we just finished was 2 hours. Can you set up a work session with the Camp Verde Council for 2 hours?
The two days suggested for the presentation are the same as our committee meeting days and another date would be better but as long as it is after noon we could probably do it on those days. I would be coming with one or two other committee members to do the presentation as we function as a team. I think Al would also come and join in.
Thanks,
Paul

From: "Albert Filardo" <Albert.Filardo@asu.edu>
To: "Carol German" <dcgerman@q.com>
Cc: westwinds3@aol.com
Sent: Wednesday, May 13, 2015 1:17:51 PM
Subject: RE: Verde Valley Advisory Committee information

Hello Carol,

I hope all is well with you. The Verde Valley Board Advisory Committee (VBAC) is in the process of reporting to their respective city/township. Since Amber Lee has resigned, the Chairman Paul Chevalier will be presenting to your council.

I am copying Paul in this email hoping that you can help him/us to get on your council agenda.

Thanks in advance for your assistance.

Best regards,

Albert M. Filardo

Associate Dean, Chief of Staff, Professor of Practice (Retired)

Ira A. Fulton Schools of Engineering

Arizona State University

Principal, Filardo Group

928.554.5467

Albert.Filardo@ASU.edu