



ORDINANCE 2022-A468

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL FOR A ZONING MAP CHANGE FROM C2-3 (COMMERCIAL: GENERAL SALES AND SERVICES, MINIMUM 3,000 SQUARE FOOT LOT) TO C3 (COMMERCIAL: HEAVY COMMERCIAL) FOR APPROXIMATELY FOUR (4) ACRES, SPECIFICALLY, DESCRIBED IN EXHIBIT A (CURRENTLY PARCEL 403-22-019J), LOCATED OFF OF W. WILSHIRE BOULEVARD AND W. MOONRISE DRIVE, TOWN OF CAMP VERDE, YAVAPAI ARIZONA

WHEREAS, Danny and Alicia Ely, owners of an approximate four (4) acre parcel, currently parcel number 403-22-019J, have made application for a Zoning Map Change, Project 2022-0369; and

WHEREAS, all required notices of the public hearing on this zoning request were properly noticed and posted; and

WHEREAS, the Planning and Zoning Commission of the Town of Camp Verde held a public hearing on Thursday, June 9, 2022 and has unanimously recommended approval of this Zoning Map change be approved by the Mayor and Town Council; and

WHEREAS, consideration of this application has been completed in accordance with Article II, Sections 1 and 2 of the Arizona Constitution; and

WHEREAS, the Mayor and Common Council find the requirements set out in Arizona Revised Statutes Article 9-462.03 and 9-462.04 have been met; and

WHEREAS, the proposed zoning map change of C2-3 (commercial: general sales and services, minimum 3,000 square foot lot) to C3 (commercial: heavy commercial) is authorized by and satisfies the requirements of the 2021 planning and zoning ordinances, specifically section 600.c.1; and

WHEREAS, this Zoning Map Change to C3 is in harmony with the purposes and intent of the Town's Zoning Ordinance and 2016 General Plan for the 260 West Character Area; and

WHEREAS, the proposed road name, specifically Firebird Lane, for the new private road to access this property has been properly vetted with Yavapai County and conforms to Next Generation 911 as well as Town of Camp Verde Addressing criteria; and

WHEREAS, the Mayor and Common Council have determined this Zoning Map change will be beneficial to the Town of Camp Verde;

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

Section 1: The Zoning Map for the Town of Camp Verde is hereby amended by the zoning classification change from C2-3 (Commercial: General Sales and Services, minimum 3,000 square foot lot) to C3 (Commercial: Heavy Commercial) for approximately four (4) acres specifically described in **Exhibit A** (attached, currently parcel # 403-22-019J, which has not yet been addressed), and is located off of W. Wilshire Boulevard and W. Moonrise Drive, in the Town of Camp Verde, Yavapai County, Arizona; and

Section 2: The private road that will be developed to access this property is hereby named Firebird Lane; and

Section 3: All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provision of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance; and

Section 4: 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 of this ordinance; and

Section 5: This Ordinance shall be effective upon expiration of a thirty (30) day period following the adoption hereof and completion of publication and any posting as required by Arizona State Law.

PASSED AND APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA THIS 6th DAY OF JULY, 2022.



Dee Jenkins, Mayor

7-19-22

Date

Approved as to form:



Town Attorney

Attest:

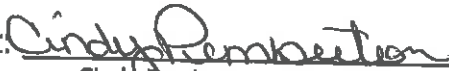

Cindy Pemberton, Town Clerk

Exhibit A

Exhibit A

A tract of ground lying in the Southwest quarter of Section 24; and the Northwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northwest corner of said Section 25;

Thence North 75 degrees 14 minutes 04 seconds East (basis of bearings - description recorded in Book 1597 of Official Records, Pages 932-933 hereafter referred to as "record"), a distance of 501.80 feet to a point on the Westerly right-of-way line of State Route 260;

Thence South 12 degrees 13 minutes 55 seconds East (record South 12 degrees 17 minutes 12 seconds East) along said right-of-way line, a distance of 800.00 feet;

Thence South 77 degrees 46 minutes 05 seconds West, a distance of 376.52 feet to a point on the East line of a parcel described in a document recorded in Book 1647 of Official Records, Page 544;

Thence North 02 degrees 00 minutes 57 seconds East (record North 01 degrees 59 minutes 41 seconds East), a distance of 123.13 feet to the Northeast corner of the last referenced parcel;

Thence North 89 degrees 23 minutes 07 seconds West, a distance of 312.89 feet (record North 89 degrees 25 minutes 28 seconds West, a distance of 313.10 feet) to a point on the West line of said Section 25;

Thence North 02 degrees 03 minutes 16 seconds East, a distance of 607.70 feet (record North 01 degrees 59 minutes 41 seconds East, a distance of 607.81 feet) to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom that portion conveyed to the State of Arizona, by and through its Department of Transportation by Special Warranty Deed recorded February 7, 2003 in Book 4000 of Official Records, Page 615, being more particularly described as follows:

That portion of the Southwest quarter of the Southwest quarter of Section 24; and the Northwest quarter of the Northwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Commencing at a Bureau of Land Management (BLM) brass cap marking the Southwest corner of said Section 24, which bears North 89 degrees 52 minutes 54 seconds West 2650.62 feet from a 5/8 inch rebar marking the South quarter corner of said Section 24;

Thence along the South line of said Section 24, South 89 degrees 52 minutes 54 seconds East, a distance of 151.53 feet to the TRUE POINT OF BEGINNING;

Thence North 12 degrees 22 minutes 25 seconds West, a distance of 39.34 feet;

Thence North 75 degrees 05 minutes 02 seconds East, a distance of 353.76 feet to the existing Southwesterly right-of-way line of State Route 260 (Cottonwood - Camp Verde - Mogollon Rim Highway);

Thence along said existing Southwesterly right-of-way line, South 12 degrees 23 minutes 09 seconds East, a distance of 77.00 feet;

Thence South 77 degrees 37 minutes 36 seconds West, a distance of 140.41 feet to a point hereinafter referred to as Point "A";

Thence continuing South 77 degrees 37 minutes 36 seconds West, a distance of 133.02 feet;

Thence South 32 degrees 37 minutes 36 seconds West, a distance of 28.28 feet;

Thence South 12 degrees 22 minutes 25 seconds East, a distance of 22.97 feet;

Thence along a curve to the left, having a radius of 686.20 feet, a length of 208.69 feet;

Thence South 29 degrees 47 minutes 56 seconds East, a distance of 182.41 feet;

Thence along a curve to the right, having a radius of 602.96 feet, a length of 304.43 feet;

Thence South 77 degrees 36 minutes 43 seconds West, a distance of 61.37 feet;

Thence from a local tangent bearing of North 00 degrees 25 minutes 21 seconds East, along a curve to the left, having a radius of 542.96 feet, a length of 286.39 feet;

Thence North 29 degrees 47 minutes 56 seconds West, a distance of 182.41 feet;

Thence along a curve to the right, having a radius of 746.20 feet, a length of 226.94 feet;

Thence North 12 degrees 22 minutes 25 seconds West, a distance of 64.94 feet to the TRUE POINT OF BEGINNING; and

EXCEPTING therefrom that portion conveyed to James O. Bachler and Dawn M. Bachler, Trustees of the 2006 Bachler Family Trust, dated May 22, 2007 by Special Warranty Deed recorded October 1, 2014 in Recording No. 2014-0044947 of Official Records, being more particularly described as follows:

The following is a description of a parcel of land located within the Northwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said parcel being more particularly described as follows:

Beginning for a reference at the found BLM brass cap marking the Northwest corner of said Section 25, from which a found 5/8 inch smooth iron pin marking the West quarter corner of said Section 25 bears South 01 degrees 56 minutes 49 seconds West, (basis of bearing for this description) at a distance of 2653.86 feet;

Thence North 83 degrees 52 minutes 53 seconds East, a distance of 504.33 feet to the Westerly right-of-way line of Highway 260 and a found ADOT aluminum cap set in concrete;

Thence South 12 degrees 22 minutes 06 seconds East, a distance of 463.36 feet along the Westerly right-of-way line of said Highway 260, to a set plastic cap atop a 1/2 inch rebar stamped LS. 26925, and the TRUE POINT OF BEGINNING;

Thence South 12 degrees 22 minutes 06 seconds East, a distance of 259.50 feet along the Westerly right-of-way line of said Highway 260, to a found ADOT aluminum cap set in concrete;

Thence South 77 degrees 36 minutes 36 seconds West, a distance of 191.89 feet to the Easterly right-of-way line of North Moonrise Drive, and a found ADOT aluminum cap set in concrete, marking the

beginning of a curve to the left, concave to the West, from which the radius point of said curve bears South 89 degrees 07 minutes 45 seconds West, at a distance of 602.89 feet;

Thence along said curve to the left, and along the Easterly right-of-way line of North Moonrise Drive, through a central angle of 24 degrees 51 minutes 33 seconds, an arc distance of 261.58 feet to a set plastic cap atop a 1/2 inch rebar stamped LS. 26925 (said curve also having a chord bearing of North 13 degrees 18 minutes 02 seconds West, and a chord distance of 259.53 feet);

Thence North 77 degrees 36 minutes 36 seconds East, a distance of 196.11 feet to the TRUE POINT OF BEGINNING; and

EXCEPTING therefrom that portion conveyed to State of Arizona, Department of Transportation by Special Warranty Deed recorded March 25, 2016 in Recording No. 2016-0013788 of Official Records.



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: 5.31.2023

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 4th day of May, 2022, by and between the Town of Camp Verde, a municipal corporation of Arizona ("Town") and:

Danny & Alicia Ely, ("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:

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)



Dee Jenkins, Mayor

ATTEST:



Cindy Pemberton, Town Clerk

APPROVED AS TO FORM:



William Sims, Town Attorney

Dated this 4th day of May, 2022

OWNER:

Danny Ely
Print Name

Danny Ely
Signature

OWNER:

Alicia A Ely
Print Name

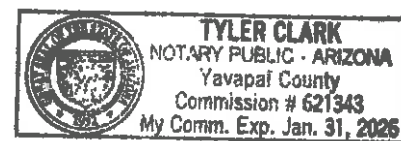
Alicia A Ely
Signature

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

On this 4 day of MAY, 2022, before me, the undersigned Notary Public,
personally appeared DANNY ELY & ALICIA A ELY, who acknowledged that this document was
executed for the purposes therein contained.

Tyler Clark
Notary Public

My Commission Expires: 1/31/26



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

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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;

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Town Application Number

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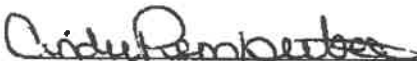
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

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



Dee Jenkins, Mayor

ATTEST:



Cindy Pemberton, Town Clerk

APPROVED AS TO FORM:



William Sims, Town Attorney

Dated this 4th day of May, 2022

OWNER:

Danny Ely --
Print Name

Danny Ely
Signature

OWNER:

Alicia A Ely
Print Name

Alicia A Ely
Signature

STATE OF ARIZONA)
) ss.
County of YAVAPAI)

On this 4 day of MAY, 2022, before me, the undersigned Notary Public,
personally appeared DANNY ELY & ALICIA A ELY, who acknowledged that this document was
executed for the purposes therein contained.

Tyler Clark
Notary Public

My Commission Expires: 1/31/26

