Town of Camp Verde Vision Statement
"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 7, 2026 at 6:00 P.M.

ZOOM MEETING LINK:
https://us02web.zoom.us/j/87229670465?pwd=RNx55lEeRxhXf1Iki7h1sN7WpNuT1F.1
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 872 2967 0465
Passcode: 136155

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

1. **Call to Order**

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

3. **Pledge of Allegiance**

4. **Consent Agenda –** All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

   a) **Approval of the Minutes:**
      1) Joint Work Session – December 11, 2025 at 6:00 p.m. Pg. 3
      2) Work Session – December 17, 2025 at 5:00 p.m. Pg. 7
      3) Regular Session (Public Portion) – December 17, 2025 at 6:00 p.m. Pg. 9

   b) **Set Next Meeting, Date and Time:**
      1) Special Session – January 14, 2025 at 5:00 p.m.
      2) Regular Session – January 21, 2025 at 6:00 p.m.
      3) Work Session – January 28, 2025 at 5:00 p.m.
      4) Regular Session – February 4, 2025 at 6:00 p.m.

   c) **Consideration and possible approval of Resolution 2026-1202, appointing Court Administrator Veronica Pineda as an Assistant Magistrate for the Camp Verde Municipal Court for a two-year term.** Staff Resource: Town Manager Miranda Fisher. Pg. 19

   d) **Consideration and possible approval to contract with Daniel B Kaiser to provide defense attorney services for the Camp Verde Municipal Court for a three-year term.** Staff Resource: Town Manager Miranda Fisher. Pg. 23

e) **Consideration and possible approval of Resolution 2026-1203, authorizing the Mayor to advocate on behalf of the Town Council for or against 2026 legislative matters impacting Camp Verde.** Staff Resource: Town Manager Miranda Fisher. Pg. 47

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.(Pursuant to ARS *§38-431.01(H)*

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

   - **Administration of Oath of Office of Newly Hired Town Employees.** Staff Resource: Town Clerk Leah Rhodes. Pg. 51

   - **Northern Arizona Healthcare updates presented by Vice President and Service Area Administrator Rick Gray.** Staff Resource: Town Manager Miranda Fisher. Pg. 53

   - **Verde Valley Community Development Organization (VVCDO) updates presented by VVCDO Executive Director Mary Chicoine.** Staff Resource: Special Initiatives Manager Cliff Bryson. Pg. 55

   - **Update on the Draft 2026 General Plan Outreach Efforts.** Staff Resource: Town Manager Miranda Fisher. Pg. 75

8. **Discussion, consideration, and possible approval to grant Atlantic Development and Investments, Inc., the developer selected through the Town's January 2022 Affordable Housing Request for Proposals, two Town-financed and budgeted loans for the Sycamore Vista Low Income Housing Tax Credit Affordable Housing**

Project, in the amount of $125,000 for Phase 1 and $125,000 for Phase 2, to help offset development costs. Staff Resource: Town Manager Miranda Fisher. Pg. 77

9. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on December 30, 2025 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

__Leah Rhodes______

Leah Rhodes, Town Clerk

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Agenda Item 4.a.1

DRAFT MINUTES
TOWN OF CAMP VERDE
JOINT WORK SESSION
MAYOR AND COUNCIL
PLANNING & ZONING COMMISSION
646 S. 1st STREET-CAMP VERDE MARSHAL'S OFFICE
THURSDAY, DECEMBER 11, 2025 at 6:00 P.M.

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

1. **Call to Order**
Mayor Moore called the meeting to order at 6:00 p.m.

2. **Roll Call.**

Town Council: Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

Planning and Zoning Commission: Commissioner Andrew Faiella, Commissioner Peter Gutierrez, Commissioner Monte Pierce, Commissioner Todd Scantlebury, Commissioner Renee Hall, Vice Chairperson Cris McPhail, and Chairperson William Tippett.

Also Present
Town Manager Miranda Fisher, Special Initiatives Manager Cliff Bryson, Acting Senior Planner Cory Mulcaire, and Economic Development Specialist Dave Meyers.

3. **Pledge of Allegiance**
Chairperson Bill Tippett led the Pledge of Allegiance.

4. **Presentation and discussion of Draft 2026 General Plan.** Staff Resource: Town Manager Miranda Fisher and Acting Senior Planner Cory Mulcaire.

Town Manager Fisher stated that the General Plan is a visionary document for the Town for the next ten years. Town Manager Fisher provided an overview of the state requirements and community outreach efforts that have taken place over the last three months.

Town staff reviewed the components of each chapter of the General Plan with the Council and Commission.

Town Manager Fisher, Acting Senior Planner Mulcaire, Economic Development Specialist Meyers and Special Initiatives Manager Bryson responded to questions from the Council and Commission and noted any requested changes or edits for the General Plan Technical Advisory Group to consider at their next meeting.

5. Adjournment

Mayor Moore adjourned the meeting at 8:48 p.m.

_______________________ ____

Mayor Marie Moore Attest: Miranda Fisher, Town Manager

CERTIFICATION

I, Town Manager Miranda Fisher, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Joint Work Session of the Town Council of Camp Verde, Arizona, held on December 11, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this ____________ day of ___________________, 2025.

____

Miranda Fisher, Town Manager

Agenda Item 4.a.2

DRAFT MINUTES
TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 17, 2025 at 5:00 P.M.

1. Call to Order
Mayor Moore called the meeting to order at 5:00 p.m.

2. Roll Call.
Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present
Town Manager Miranda Fisher, Town Attorney Trish Stuhan, Public Works Director Kenn Krebbs, Maintenance Division Manager Jeff Kobel, Acting Town Marshal Commander Dan Jacobs, Library Manager Nicolas Resteiner and Town Clerk Leah Rhodes.

3. Pledge of Allegiance
Councilor Bolton led the Pledge.

4. Presentation and discussion regarding vandalism occurring within the Town. The discussion will include an overview of significant and recurring incidents, a summary of staff's response to vandalism, and recommendations for Council consideration on how to more effectively address and prevent future occurrences.
Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reported that Councilor Godwin requested an update regarding the recent vandalism incident at the library. Town Manager Fisher indicated that Town staff felt it best to provide more of a broad overview about vandalism within the Town versus simply focusing on just one incident since vandalism is unfortuantely a larger, systemic problem.

The presentation addressed the increase in vandalism over the past several years and the significant rise in associated costs related to labor and property repairs. Additionally, Town staff provided option costs for different quality of cameras, payment options and cost savings.

Maintenance Division Manager Kobel and Acting Town Marshal Jacobs discussed the Town's current camera systems at various locations, noting that the video footage is pixelated and lacks sufficient clarity to clearly identify individuals engaged in vandalism.

Public Works Director Krebbs recommended that the Town explore upgrading to a higher-quality camera system as a FY27 Capital Improvement Project.

Acting Town Marshal Commander Jacobs reported on current vandalism statistics and also addressed the Town's need for updated camera systems to better assist the Marshal's Office in identifying individuals responsible for vandalizing Town property.

Library Manager Resteiner reported on current vandalism incidents at the library and the associated costs of hiring a security guard for the Town's Library.

Several Council Members were in agreement on the need for increased community outreach to educate residents on vandalism.

Public Works Director Krebbs discussed the possibility of obtaining a threat and hazard analysis and pursuing grant funding to support facility hardening efforts, including assistance with the purchase of camera systems.

Town Manager Fisher, Public Works Director Krebbs, Maintenance Division Manager Kobel, Acting Town Marshal Jacobs and Library Manager Resteiner responded to questions from the Council.

Town Manager Fisher stated that staff will prepare a CIP project sheet and do the necessary procurement process to make sure they are evaluating multiple camera options. Additionally, Town Manager Fisher stated staff will coordinate with the school's education outreach and educating our community.

Councilor Seybold stated she would like to see additional data from other communities and statistics of cameras being a deterrent and camera costs.

5. Adjournment

Mayor Moore adjourned the meeting at 5:48 p.m.

____________________ ____

Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on December 17, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this ____________ day of __________________, 2025.

____

Leah Rhodes, Town Clerk

Agenda Item 4.a.3

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 17, 2025 at 6:00 P.M.

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

1. Call to Order
Mayor Moore called the meeting to order at 6:00 p.m.

2. Roll Call.
Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present
Town Manager Miranda Fisher, Town Attorney Trish Stuhan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance
Vice Mayor Escoffier led the Pledge.

4. Consent Agenda – All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) **Approval of the Minutes:**
   1) Regular Session (Public Portion) – November 19, 2025 at 6:00 p.m.
   2) Regular Session (Public Portion) - December 3, 2025 at 6:00 p.m.

b) **Set Next Meeting, Date and Time:**
   1) Regular Session – January 7, 2026 at 6:00 p.m.
   2) Special Session – January 14, 2026 at 5:00 p.m.
   3) Regular Session – January 21, 2026 at 6:00 p.m.
   4) Work Session – January 28, 2026 at 5:00 p.m.
   5) Regular Session – February 4, 2026 at 6:00 p.m.

c) **Consideration and possible approval of Resolution 2025-1199 approving a development agreement between the Town of Camp Verde and Bradshaw Holdings, LLC for parcel number APN 407-09-043C.** Staff Resource: Town Manager Miranda Fisher.

d) **Consideration and possible approval of the proposed FY27 Budget Calendar.** Staff Resource: Town Manager Miranda Fisher and Finance Director Michael Showers.

e) **Consideration and possible approval of a Mutual Aid Agreement between the National Park Service and the Camp Verde Marshal's Office.** Staff Resource: Acting Town Marshal Commander Dan Jacobs.

f) **Consideration and possible approval of the Master Utility Service Agreement and Addendum with Sustainability Partners, LLC.** Staff Resource: Town Manager Miranda Fisher.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Foreman, the Council **moved to approve** the consent agenda with corrections requested by Vice Mayor Escoffier and Mayor Moore to the November 19, 2025 and December 3, 2025 meeting minutes.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS *§38-431.01(H)*

Public Comment:
Kelly Roberts provided a yearly update from the Camp Verde Adult Reading Program.

Joe Yuhas with Sustainability Partners, LLC., thanked the Council for approving the Master Utility Service Agreement and Addendum and looks forward to working with staff.

Mayor Moore requested a moment of silence for K-9 Maverick with the Camp Verde Marshal's Office.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

The Mayor, Council and Town Manager reported on current and past events.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

- **Presentation of Years of Service Awards to Town Staff.** Staff Resource: Town Manager Miranda Fisher.

  Town Manager Miranda Fisher announced the five-year service awards to Deputy Kristin Robertson, Property and Evidence Custodian/Quartermaster Josh Teague, Senior Library Clerk Lisa Carnevale, Administrative Assistant Victor Van Buskirk and Dispatcher Angela Whitman. The ten-year service awards to Wastewater Division Manager Chet Teague, and Visitor Center Ambassador Geraldine Dillinger. The twenty-year service award to Library Specialist II Alice Gottschalk and Janitor Maria Urias. The twenty-five service award to Janitor Yolanda Trahin.

- **Administration of Oath of Office of Newly Hired Town Employees.** Staff Resource: Town Clerk Leah Rhodes.

  Town Clerk Leah Rhodes swore in newly hired employees: Peace Officers Oren Johnson and Ryan Shamberger, and Administrative Clerk Beth Evans.

Mayor Moore recessed the meeting for a break at 6:41 p.m. and reconvened the meeting at 6:49 p.m.

8. **Discussion, consideration, and possible approval of Resolution 2025-1200 authorizing the execution of an agreement by and between the Town and D.A. Davidson & Co. for the finance services related to the solar generation project and Resolution 2025-1201 authorizing the execution of an agreement by and between the Town and SiteLogIQ for services related to the solar energy project.** Staff Resource: Town Manager Miranda Fisher and Finance Director Michael Showers.

Town Manager Fisher reported that at the November 12, 2025, Council meeting, a representative from SiteLogIQ presented a proposal for the installation of a ground-mounted solar system at the Wastewater Treatment Plant. At that meeting, Council directed staff to prepare an official proposal for Council consideration. Town Manager Fisher further noted that two resolutions were presented for approval: the first authorizing the project financing, and the second authorizing staff to negotiate a contract in coordination with the Town Attorney.

SitelogIQ General Manager Steve Frost introduced himself and provided an overview of the proposed solar panel project, including anticipated long-term cost savings and how the Town could fund the project with no upfront cost.

Finance Director Michael Showers provided an overview of the grant funding, the application timeline, and how the project represents a long-term investment for the Town.

Town Manger Fisher, SiteLogIQ General Manager Frost, Wastewater Division Manager Teague and Finance Director Showers responded to questions from Council.

On a **motion** made by Councilor Foreman, seconded by Councilor Seybold, the Council **moved to approve** Resolution 2025-1200 authorizing the execution of an agreement by and between the Town and D.A. Davidson & Co. for the finance services related to the solar generation project and Resolution 2025-1201 authorizing the execution of an agreement by and between the Town and SiteLogIQ for services related to the solar energy project.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: nay
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 6-1.

9. **Discussion, consideration, and possible approval of an FY27 Enterprise vehicle upgrade for the Camp Verde Marshal's Office, including authorization to place the order in advance of the new fiscal year.** Staff Resource: Acting Town Marshal Commander Dan Jacobs.

Acting Town Marshal Jacobs stated that FY 27 patrol vehicle order banks are currently open; however, the closure date is uncertain and could occur within one to two months. If orders are not placed promptly, the Town Marshal's Office may face the same challenges experienced in previous years of not being able to secure vehicles with Enterprise as such, having to locate available vehicles that are already built and may not fully meet operational requirements.

Town Manager Fisher explained that by approving this request, the Council is locking in the vehicle expenditures for CVMO in advance of the approval of the FY27 budget.

Town Manager Fisher and Acting Town Marshal responded to questions from the Council.

On a **motion** made by Councilor Godwin, seconded by Vice Mayor Escoffier, the Council **moved to approve** the FY27 Enterprise vehicle upgrade for the Camp Verde Marshal's Office and authorize the order placement in advance of the new fiscal year.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

10. **Discussion, consideration and possible appointment of two (2) applicants to the Parks and Recreation Commission with a term ending January 1, 2029.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reported the Parks and Recreation Commission had two vacancies due to the end of David (Dave) Grondin and Victoria O'Malley's terms expiring on January 1, 2026. Town Manager Fisher stated the Town received seven applications. The applicants were interviewed by an interview committee, and it was recommended to reappoint Victoria O'Malley to serve a three-year term effective January 1, 2026, and appoint Doug Ashley to a three-year term effective January 1, 2026.

Victoria O'Malley and Doug Ashley introduced themselves and thanked Council for their appointments to serve a three-year term on the Parks and Recreation Commission.

On a **motion** made by Councilor Foremen, seconded by Vice Mayor Escoffier, the Council **moved to approve** appointing Victoria O'Malley and Doug Ashley to a three-year term with the Parks and Recreation Commission, effective January 1, 2026.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

11. **Discussion, consideration and possible appointment of two (2) applicants to the Planning and Zoning Commission with a term ending January 1, 2029.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reported that the Planning and Zoning Commission had two vacancies due to the end of Andrew Faiella's term expiring January 1, 2026, and the resignation of Cris McPhail effective date of December 31, 2025. Town Manager Fisher stated the Town received seven applications. The applicants were interviewed by an interview committee, and it was recommended to appoint John "Jack" Confer and David Gressley to serve a three-year term effective January 1, 2026.

Jack Confer and David Gressley thanked Council for their appointments to serve a three-year term on the Planning and Zoning Commission.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Foreman, the Council **moved to approve** appointing John "Jack" Confer and David Gressley to a three-year term with the Planning and Zoning Commission, effective January 1, 2026.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

12. **Discussion, consideration and possible appointment of two (2) applicants to the Board of Adjustment and Appeals with a term ending January 1, 2029.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reported that the Board of Adjustment and Appeal had two vacancies due to the end of Rod Corbin's term expiring on January 1, 2026, as well as an existing vacancy due to the resignation of Doug Fasteen on May 30, 2025. Town Manager Fisher stated the Town received one application. Although Mr. Corbin was the only direct applicant for this Board, Robert (Bob) Benson applied and was interviewed for a vacancy on the Parks and Recreation Commission. Following Mr. Benson's interview, the interview committee discussed that Mr. Benson's construction background would make him an especially strong fit for the Board of Adjustment and Appeals.

The applicants were interviewed by an interview committee, and it was recommended to reappoint Rod Corbin to a three-year term effective January 1, 2026, and appoint Robert (Bob) Benson to a three-year term effective January 1, 2026.

Rod Corbin and Robert (Bob) Benson thanked Council for their appointments to serve a three-year term on the Board of Adjustment and Appeals.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Bolton, the Council **moved to approve** appointing Rod Corbin and Robert (Bob) Benson to a three-year term with the Board of Adjustment and Appeals, effective January 1, 2026.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

13. **Discussion, consideration, and possible approval of Resolution 2025-1198 for the Verde Lakes Community Park parcel transfers from the Verde Lakes Recreation Corporation to the Town of Camp Verde.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher began by expressing appreciation to the Moody family and Parks and Recreation Commissioner Glenda Duncan for their assistance in making the transfer possible. Town Manager Fisher then provided an overview of the Town's collaborative efforts with the Verde Lakes Recreation Corporation to enhance recreational amenities and ensure the long-term stewardship of Verde Lake Park. To formalize the donation of Verde Lake Community Park, Pierce Coleman prepared an Agreement for the Donation of Real Property. Town Manager Fisher also discussed potential grant funding opportunities to support future improvements, ongoing maintenance, and capital planning under Town ownership of the parcels.

The Council thanked the Moody sisters and the Verde Lakes Recreation Corporation for making the donation possible.

Town Manager Fisher responded to questions from the Council.

Public Comment:
Deborah Moody and Donna Moody spoke on the history of the Verde Lakes Park and thanked the Council for moving forward with the agreement for the donation of the Park.

On a **motion** made by Councilor Godwin, seconded by Vice Mayor Escoffier, the Council **moved to approve** Resolution 2025-1198 for the Verde Lakes Community Park parcel transfers from the Verde Lakes Recreation Corporation to the Town of Camp Verde.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye

Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

14. **Discussion, consideration and possible approval of Resolution 2025-1196, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operations, superseding Resolution 2025-1188.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher presented an overview of the Town's transition to a 4/10 work schedule, operating Monday through Thursday. While the change has benefited staff by eliminating the four-hour Friday schedule and consolidating hours into four ten-hour workdays, several unintended operational challenges have been identified. These include limited public utilization between 5:00 p.m. and 6:00 p.m., as well as service gaps resulting from staggered employee schedules.

To enhance customer service, improve operational efficiency, and ensure consistent staffing coverage, Town Manager Fisher reported that staff recommend adjusting Town office hours to Monday through Thursday, 7:00 a.m. to 5:00 p.m. Employees would have flexibility regarding lunch breaks, with longer work hours required if an unpaid lunch break is taken. In addition, staff recommend modifying the library's opening time to 9:00 a.m. every day.

Town Manager Fisher and Town Attorney Trish Stuhan responded to questions from the Council.

Public Comment:
Cheri Wischmeyer suggested that the Council consider a Monday through Thursday work schedule from 7:00 a.m. to 5:30 p.m., which would include a 30-minute lunch break.

On a **motion** made by Councilor Bolton, seconded by Vice Mayor Escoffier, the Council **moved to approve** Resolution 2025-1196, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation, superseding Resolution 2025-1188 with a provision of the Attorney's review of any legal implications per Vice Mayor Escoffier request.

Town Attorney Stuhan stated that she will review the proposed hours of operation with Attorney Steve Coleman regarding the employment law implications of only being open 10 hours per day and how that affects lunch breaks and will report back to the Council.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: nay
Councilor Murdock: aye
Councilor Godwin: aye

Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 6-1.

15. **Discussion, consideration and possible approval of Resolution 2025-1197, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting the 2026 meeting dates and times for the Town Council and Boards and Commissions meetings, superseding Resolution 2024-1153.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reviewed the meeting dates and times with the Council and noted one correction: the Parks and Recreation meeting originally scheduled for February 4, 2026, should be changed to February 2, 2026.

On a **motion** made by Councilor Murdock, seconded by Vice Mayor Escoffier, the Council **moved to approve** Resolution 2025-1197, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting the 2026 meeting dates and times for the Town Council and Boards and Commissions meetings, superseding Resolution 2024-1153 with the following changes: the February 4, 2026 meeting be moved to February 2, 2026 for the Parks and Recreation Commission.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

Mayor Moore read Agenda Items 16, 17, and 18.

A **motion** was made by Councilor Murdock to go into Executive Session for Items 16, 17, and 18. Vice Mayor Escoffier seconded the motion.

Roll Call Vote:
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 7-0.

16. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position in pending litigation. The purpose of the executive session is for the Town Attorney and Risk Management to update Council regarding the status of pending notices of claims and litigation matters commenced against the Town.** Resource: Town Attorney Trish Stuhan.

17. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position in contract negotiations with the Camp Verde Arena Association.** Staff Resource: Town Manager Miranda Fisher.

18. **An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body. The purpose of the executive session is to consider a complaint against Town Manager Miranda Fisher and/or Town Attorney Trish Stuhan.** Resource: Mayor Marie Moore.

    Mayor Moore reconvened the Regular Session at 9:56 p.m.

    Mayor Moore stated direction was given to staff for Item 17. No direction was given for Items 16 and 18.

19. **Adjournment**
    Mayor Moore adjourned the meeting at 9:56 p.m.

____________________ ______________________________________

Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on December 17, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this ____________ day of __________________, 2025.

____

Leah Rhodes, Town Clerk

Agenda Item 4.c

TOWN COUNCIL
AGENDA INFORMATION MEMORANDUM

MEETING DATE: January 7, 2026

AGENDA ITEM TYPE:

☒ Consent Agenda	☐ Informational Presentation	☐ Discussion Item
☐ Action/Decision Item	☐ Executive Session Request	☐ Other:

REQUESTING DEPARTMENT: Municipal Court **STAFF RESOURCE:** Town Manager Miranda Fisher

AGENDA TITLE: Consideration and possible approval of Resolution 2026-1202, appointing Court Administrator Veronica Pineda as an Assistant Magistrate for the Camp Verde Municipal Court for a two-year term.

ATTACHED DOCUMENTS:

- Resolution 2026-1202

ESTIMATED PRESENTATION TIME: N/A **ESTIMATED DISCUSSION TIME:** N/A

REVIEWED BY:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

FINANCIAL REVIEW (if applicable)**:**

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

BACKGROUND INFORMATION:

In accordance with Chapter 5 – Municipal Court, Section 5-2-4 – Assistant Magistrate of the Camp Verde Town Code, the Town Magistrate may recommend to the Council individuals who are qualified to serve as Assistant Magistrates. Once appointed, these individuals serve under the direction and assignment of the Town Magistrate and are appointed for a specified term, subject to removal by the Council.

Town Magistrate Judge Horton is requesting Council consideration of the appointment of Court Administrator Veronica Pineda to serve a two-year term ending January 2028. Court Administrator Pineda would serve as the Assistant Magistrate if none of the other Assistant Magistrates are available or in emergent situations. As a reminder, in August 2025, Town Council approved Ron Ramsey, Lynn Riordan, and Mike Shaw to serv as Assistant Magistrates for the Camp Verde Municipal Court until August 2027.

QUESTION(S) BEFORE THE COUNCIL:

- Does Council have any questions for Staff?

PROPOSED MOTIONS:

I move to APPROVE Resolution 2026-1202, appointing Court Administrator Veronica Pineda as an Assistant Magistrate for the Camp Verde Municipal Court until January 2028.

RESOLUTION NO. 2026-1202

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPOINTING COURT ADMINISTRATOR VERONICA PINEDA AS ASSISTANT MAGISTRATE FOR THE CAMP VERDE MUNICPAL COURT.

WHEREAS, Chapter 5 – Municipal Court, Section 5-2-4 of the Camp Verde Town Code authorizes the Town Magistrate to recommend individuals to serve as Assistant Magistrates, subject to appointment by the Council; and

WHEREAS, Assistant Magistrates serve under the assignment and direction of the Town Magistrate and are essential to supporting the operations and caseload management of the Camp Verde Municipal Court; and

WHEREAS, the Town Magistrate, Judge Horton, has reviewed the qualifications of Court Administrator Veronica Pineda and recommends her appointment as Assistant Magistrate; and

WHEREAS, each of the individuals proposed has demonstrated the experience, integrity, and judicial temperament required to serve in this capacity; and

WHEREAS, the Mayor and Common Council desire to appoint Court Administrator Veronica Pineda to serve a two-year term beginning January 7, 2026 and ending January 7, 2028, subject to removal in accordance with the Town Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA:

Section 1. Court Administrator Veronica Pineda will be appointed as an Assistant Magistrate to serve a two-year term beginning January 7, 2026 and ending January 7, 2028.

PASSED, AND APPROVED BY A MAJORITY VOTE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THIS 7 DAY OF JANUARY 2026.

____
Marie Moore, Mayor

ATTEST:

____
Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

____
Trish Stuhan, Town Attorney

Agenda Item 4.d

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:

☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager **Staff Resource:** Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval of contracting with Daniel B Kaiser to provide defense attorney services for the Camp Verde Municipal Court for a three-year term.

Attached Documents:

- Draft Contract
- RFP 2025-222 Defense Attorney Services

Estimated Presentation Time: N/A **Estimated Discussion Time:** N/A

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** The annual fiscal budget includes funds for Defense Attorney services.

- Funding Source / GL Account Number: General Fund
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Town of Camp Verde contracts with qualified attorneys to provide public defense representation for defendants in misdemeanor criminal cases before the Camp Verde Municipal Court. These services are required by law to ensure all individuals charged with a criminal offense have access to adequate legal counsel, as provided under the U.S. Constitution and Arizona Rules of Criminal Procedure.

On November 5, 2025, Town Council approved the release of Request for Qualifications #25-222 to solicit proposals from qualified attorneys or law firms to provide these services under a professional services agreement. The Town did not receive any proposals by the deadline of December 8, 2025.

Since the Town must have a defense attorney, Town Manager Miranda Fisher contacted Attorney Daniel B. Kaiser, who serves as the Town's only defense attorney at this time. Attorney Kaiser shared that he would be willing to continue as the Town's defense attorney; however, requested that the fee per case be increased from $300 per case to $450 per case. Here is Attorney Kaiser's specific request:

> "The contract rate is a little lower than I like. I have been practicing for approximately 30 years and have worked with the Town for the better part of 23 years with most of that time at $300 per case. If the Town is willing to make the base rate $450, I would be willing to continue handling the appointments. I know the Court generally orders attorney reimbursement upon the sentencing of each defendant and I feel $450 is a reasonable amount for experienced

> representation. I have factored in the cost of having my paralegal assist with each and every case as well as other costs such as travel time, fuel and being out of the office. My experience and ability to resolve cases quickly will save the Town money in the long run. Please let me know if you would like to discuss this further."

In consultation with Court Administrator Veronica Pineda, Town staff do not have any concerns about this increased fee. The current FY26 budget can sustain it and if the contract with Attorney Kaiser is approved, Town staff will account for the increase in all future budgets. As such, Town staff support contracting with Attorney Kaiser for defense attorney services.

Connection to the FY25-FY30 Strategic Plan

This item ensures effective legal representation promotes operational excellence, and maintains transparency and accountability in public processes.

Question(s) before the Council:

- Does the Council have any questions?

Proposed Motion:

I move to **APPROVE** contracting with Daniel B. Kaiser to provide defense attorney services for the Camp Verde Municipal Court for a three-year term.

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS Agreement is between the Town of Camp Verde, Arizona, a municipal corporation, hereinafter referred to as the “Town” and Law Office of Danial B Kaiser PC, hereinafter referred to as the “Consultant.”

FOR THE PURPOSE of providing Town Defense Attorney services for the Town of Camp Verde, the Town and Consultant do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Consultant. In consideration of the mutual promises contained in this Agreement, the Town engages the Consultant to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Consultant shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Consultant.

1.3.1 Consultant hereby agrees that the documents and reports prepared by Consultant will fulfill the purposes of the Contract, shall meet all applicable code requirements, and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Consultant shall be prepared in accordance with professional standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Consultant shall notify Town of any constraints associated with the Services.

1.3.3 Consultant shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Consultant shall obtain its own legal, insurance and financial advice regarding Consultant's legal, insurance and financial obligations under this Agreement.

1.3.5 Consultant shall coordinate its activities with the Town’s Representative and submit its reports to the Town’s Representative.

1.3.6 Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Consultant shall provide and pay for and insure for all equipment necessary for the Services.

1.3.7 Consultant shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Consultant by placing at his/her/their disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Town Manager Miranda Fisher as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal.

1.5.1 Contract Term; Renewal. The Contract commences upon execution of the Contract and continues through January 7, 2029. The Contract may be renewed for up to three (3) additional one-year terms upon mutual agreement of the parties. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Consultant, shall not exceed $450 per case through the conclusion of the Pre-Trial conference phase of litigation. Thereafter, the Consultant shall be paid at a $60 per hour rate for any trial services, including bench or jury trials.

2.2 Extraordinary Expenses. The Consultant may be reimbursed for extraordinary expenses; including but not limited to expert witnesses, investigators, transcripts, audio and videotaping services, and Rule 11 hearings. Prior to incurring obligations for such expenditures, the Consultant shall apply to the presiding magistrate for approval. Failure to obtain prior written approval may be grounds for denial of any claim of payment for such expenditure.

2.1 Compensation for Dismissal or Withdrawal. Cases that are dismissed by the Court, or in which the Consultant withdraws, with only de minimis Consultant participation, shall be compensated at the hourly rate of $60.00 per hour upon submission of the hours worked. Absent extraordinary circumstances, no more than three (3) hours would be allowed.

2.2 Method of Payment. Consultant shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

3. CHANGES TO THE SCOPE OF SERVICES: The Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made, and the Agreement shall be modified in writing accordingly. Any claim from the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided, or materials furnished by Consultant will be allowed by Town except as provided herein nor shall Consultant provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Consultant agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Consultant. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials, and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed, and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Consultant shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Consultant's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials, and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b. Auto Liability-Under ISO Form CA 20 48 or equivalent.

c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Consultant's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage.

4.11.1 Commercial General Liability. Consultant shall maintain "occurrence" from Commercial Liability Insurance with a policy limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Consultants, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability. Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors, and omissions Consultant is legally liable, with a liability insurance policy limit of $1,000,000 each claim and $2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Consultant shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability. Consultant shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials, and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Consultant, its agents, employees or any tier of Consultant's Subcontractors related to the Services in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Consultant's acts, errors, mistakes, omissions, Services in the performance of this

Agreement including any employee of the Consultant, any tier of Consultant's Subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Consultant may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

5.2 If any claim, action or proceeding is brought against the Town by reason of any event that is the subject of this Agreement and or described herein, upon demand made by Town, Consultant, at its sole costs and expense, shall pay, resist or defend such claim or action on behalf of the Town by attorney of Consultant, or if covered by insurance, Consultants' insurer, all of which must be approved by the Town, which approval shall not be unreasonably withheld or delayed. The Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, the Town may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If Consultant neglects or refuses to defend the Town as provided by this Agreement, any recovery or judgment against the Town for a claim covered under this Agreement shall conclusively establish Consultant's liability to the Town in connection with such recovery or judgment, and if the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and Consultant shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

5.3 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Consultant, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Consultant to fulfill his/her/their contract obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Consultant Upon Termination. If the Agreement is terminated, the Town shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

7.2 Examination of Records. The Consultant agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement.

7.3 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement, or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Consultant. Any verification or adaptation of the documents by Consultant for other purposes than contemplated herein will entitle Consultant to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Consultant agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Consultant and Town, and Town will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Consultant shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant verifies the employment eligibility of the employee through the E-Verify program. If Consultant uses any Subcontractors in performance of the Work, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the E-Verify program. Consultant shall not be deemed in material breach of this Contract if the Consultant and/or Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on the Contract to ensure compliance with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Exclusive Use of Services. The services agreed to be provided by Consultant within this Agreement are for the exclusive use of the Town and Consultant shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Caption. Paragraph captions are for convenience only and are not to be construed as a part of this Agreement; and in no way do they define or limit the Agreement.

7.10 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

7.11 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:	CONSULTANT:
Miranda Fisher	Daniel B. Kaiser
Town Manager	Town Defense Attorney
Town of Camp Verde	Law Office of Daniel B. Kaiser PC
473 S Main Street	718 N. Humphreys St. Suite 100
Camp Verde, Arizona 86322	Flagstaff, Arizona 86001

The address may be changed from time to time by either party by serving notices as provided above.

7.12 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.13 Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Consultant certifies that it is not currently engaged in, and agrees for the duration of Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

7.14 China. Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Consultant, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Consultant. The Consultant shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 <u>Notice Regarding A.R.S. § 38-511</u>. This Agreement is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Town thereto; provided, however, that claims for money due or to become due to the Consultant from the Town under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Camp Verde.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

"Town"
TOWN OF CAMP VERDE, ARIZONA,
a municipal corporation

By: ______________________________
Its: ______________________________
Date: ________________________

ATTEST:

By: ______________________________
Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

By: ______________________________
Trish Stuhan, Town Attorney
Pierce Coleman PLLC

"Consultant"
____

By: ______________________________
Its: ______________________________
Date: ________________________

EXHIBIT A
SCOPE OF WORK

The Town's Defense Attorney will perform duties including but not limited to:

- Representing defendants in misdemeanor criminal cases filed in the Camp Verde Municipal Court where court-appointed counsel is required.
- Conducting client interviews, reviewing discovery materials, advising clients regarding plea agreements, and representing clients at all stages of proceedings including arraignment, Pre-Trial conferences, motion hearings, trial, and sentencing.
- Filing and arguing necessary motions, and representing clients in appeals or post-conviction matters as directed by the Court.
- Maintaining regular communication with clients and ensuring compliance with all court deadlines.
- Ensuring full compliance with the Arizona Rules of Criminal Procedure, ethical obligations, and standards for indigent defense.
- Coordinating with the Camp Verde Prosecutor, court staff, probation officers, and other stakeholders to ensure effective case management.
- Maintaining accurate and confidential client files consistent with professional standards.

Request for Qualifications (RFQ)
Town of Camp Verde
Defense Attorney Services
RFP #25-222

Work Summary	The Town of Camp Verde is seeking Statements of Qualifications from qualified attorneys or law firms to provide municipal defense attorney services on a contractual basis. The selected attorney or firm will act as Town-appointed Public Defender for defendants in misdemeanor criminal cases filed in the Camp Verde Municipal Court, ensuring fair and effective representation consistent with constitutional and ethical standards.
Award Terms	The Town and successful Proposer shall prepare an Agreement to be executed by both parties incorporating the Terms and Conditions herein. The successful Proposal and other Town standard requirements are subject to approval by the Town Council.
Issue Date	Thursday, November 6, 2025
Due Date	Monday, December 8, 2025; 1:00 PM (AZ Time)
Inquiries	The deadline for inquiries is Monday, December 1, 2025 at 1:00 PM, Local Arizona Time. Questions and/or inquiries must be emailed to Town Manager Miranda Fisher at Miranda.Fisher@campverde.az.gov. Questions submitted after this date and time will not receive a response. The Town of Camp Verde reserves the right to issue RFP amendments after the question and answer period. It is each Proposer's responsibility to check the website www.publicpurchase.com for addenda to this RFP. This Request for Proposals may only be modified by a written Addendum.
Pre-Submittal Meeting	Wednesday, November 19, 2025; 1:00 PM (AZ Time). Microsoft Teams meeting **Meeting Link** Meeting ID: 226 689 743 472 0 Passcode: dZ6DT326
Submittal Process	Proposals will be emailed Town Manager Miranda Fisher on or before 1:00 PM (AZ TIME) Monday, December 8, 2025. The proposal shall be in pdf format and all required information must be included. Once your proposal is received you will receive email confirmation from Town Manager Fisher.
Document Availability	Documents can be downloaded at www.PublicPurchase.com or by contacting Town Manager Miranda Fisher by emailing Miranda.Fisher@campverde.az.gov or calling (928) 451-3670.
Contact	Town Manager Miranda Fisher Miranda.Fisher@campverde.az.gov (928) 451-3670.
Equal Opportunity	Camp Verde is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

TABLE OF CONTENTS

Contents

1. Introduction

The Town of Camp Verde is seeking Statements of Qualifications from qualified attorneys or law firms to provide Public Defense Services for defendants in the Camp Verde Municipal Court. The selected attorney or firm will be appointed by the Court to represent defendants who are legally entitled to counsel and financially unable to obtain private representation.

This solicitation is issued under A.R.S. Title 34 and Town procurement policies. The Town intends to enter into a professional services agreement for an initial three-year term, with the possibility of renewal.

2. Scope of Services

The selected **Defense Attorney** will perform duties including but not limited to:

- Representing defendants in misdemeanor criminal cases filed in the Camp Verde Municipal Court where court-appointed counsel is required.
- Conducting client interviews, reviewing discovery materials, advising clients regarding plea agreements, and representing clients at all stages of proceedings including arraignment, pretrial conferences, motion hearings, trial, and sentencing.
- Filing and arguing necessary motions, and representing clients in appeals or post-conviction matters as directed by the Court.
- Maintaining regular communication with clients and ensuring compliance with all court deadlines.
- Ensuring full compliance with the Arizona Rules of Criminal Procedure, ethical obligations, and standards for indigent defense.
- Coordinating with the Camp Verde Prosecutor, court staff, probation officers, and other stakeholders to ensure effective case management.
- Maintaining accurate and confidential client files consistent with professional standards.

3. Minimum Qualifications

- Must be an attorney in good standing licensed to practice law in the State of Arizona.
- Minimum three (3) years of criminal prosecution experience (municipal or county level preferred).
- Demonstrated knowledge of Arizona criminal law, rules of procedure, and applicable statutes.
- Ability to work independently as an outside consultant and not as a Town employee.
- Ability to maintain insurance coverages required by the Town (professional liability, general liability, auto, workers' compensation as applicable).

4. Contract Terms

The selected Prosecutor will be engaged as an independent consultant, not as a Town employee. Key terms include but are not limited to:

- **Compensation:** Flat fee of $350/case.
- **Insurance:** Professional liability, general liability, and other coverage.

- **Term:** Three (3) years, subject to termination by either party with 60 days' notice.
- **Compliance:** Must comply with A.R.S. §§ 41-4401 (immigration laws), 35-393 (Israel boycott prohibition), and 38-511 (contract cancellation).

5. Submittal Requirements

5.1. Statement of Qualifications

5.1.1 Interested firms/individuals shall submit one (1) digital PDF of their Statement of Qualifications including:

- Cover Letter – Introduce the proposer, summarize interest, and identify contact person.
- Qualifications – Demonstrate compliance with minimum qualifications.
- Relevant Experience – Provide examples of prosecution or related legal services performed for municipalities or other public entities.
- References – Provide at least three (3) references from public sector clients.

5.2. Submittal Instructions

5.2.1 *Format.*

Proposers shall email their proposal to Town Manager Miranda Fisher on or before 1:00pm (AZ TIME) Monday, December 8, 2025.

Any bid received after the time specified will be returned rejected. It is the bidder's responsibility to assure proposal are received via email Town Manager Miranda Fisher (Miranda.Fisher@campverde.az.gov) on or before the specified time. The email must be clearly marked with the bidder's name and the title "Camp Verde Prosecutorial Services".

5.2.2 *No Modifications.*

Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

5.3. Requirements for Proposers

3.3.1. ***Town's Right to Reject Proposals:*** The Town of Camp Verde reserves the right to reject any and all proposals and to waive technicalities.

3.3.2. ***Late Proposals:*** Late submittals will not be considered under any circumstances. It is the sole responsibility of the Proposer to see that his/her proposal is emailed and received by the proper time and at the proper place.

3.3.3. ***Proposal Amendment or Withdrawal:*** *A* proposal may be withdrawn any time before the proposal due date and time. A Proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

3.3.4. ***Public Record:*** All proposals submitted in response to this solicitation and all evaluation related records shall become property of the Town of Camp Verde and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town of Camp Verde in proposals submitted, and the information sought to be protected clearly marked as proprietary. The Town of Camp Verde will not ensure confidentiality of any portion of the proposal that is submitted in the event that a public record request is made. The Town of Camp Verde will provide 48 hours notice before releasing materials identified by the Proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

3.3.5. ***Solicitation Transparency Policy:*** Beginning on the date this Solicitation is issued and continuing until either the date a contract is awarded or this Solicitation is withdrawn by the Town of Camp Verde, all persons or entities who respond or intend to respond to this Solicitation, including without limitation their employees, agents, representatives, partners, subconsultants, consultants, joint venturers, members, lobbyists, or attorneys (collectively, "Proposers"), shall only discuss matters associated with this Solicitation with the Town Manager and shall not have any direct or indirect contact about this Solicitation with any other Town staff or Town official, including, without limitation, members of the evaluation panel, the Mayor, or any member of the Camp Verde Town Council. As long as the subject matter of the Solicitation is not discussed, Proposers may continue to conduct business with the Town of Camp Verde.

3.3.6. ***Persons with Disabilities:*** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Town Manager Miranda Fisher. Requests shall be made as early as possible to allow time to arrange the accommodation.

3.3.7. ***Proposal Acceptance Period:*** All proposals shall remain open for 180 days after the day of the opening of proposals, but the Town of Camp Verde may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his/her proposal during this period without written permission from the Town of Camp Verde. Should any Proposer refuse to enter into an Agreement, under the terms and conditions of the procurement, the Town of Camp Verde may retain the security (as applicable), not as a penalty, but as liquidated damages.

3.3.8. ***Clarifications.*** The Town of Camp Verde reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the proposal and does not give Proposer an opportunity to revise or modify its proposal.

3.3.9. ***Waiver and Rejection Rights.*** The Town of Camp Verde reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

3.3.10. ***Solicitation Addendum Acknowledgement.*** Each Solicitation Addendum shall be acknowledged in the Proposal Section, which shall be submitted together with the proposal on the proposal due date and time. Failure to note a Solicitation Addendum may result in rejection of the proposal.

3.3.11. ***Evidence of Intent to be Bound.*** The proposal form within the Solicitation shall be submitted with the proposal and shall include a signature by a person authorized to sign the proposal. The signature shall signify the Proposer's intent to be bound by its proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.

3.3.12. ***Non-Collusion and Non-Discrimination.*** By signing and submitting the proposal, the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submittal of its proposal; and the Proposer certifies that it does not discriminate against any employee or applicant for employment based on race, color, age, sex, religious or political affiliation, sexual orientation, gender identity, family status, marital status, national or ethnic origin, or mental or physical disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

3.3.13. **Inquiries**

3.3.13.1. ***Duty to Examine.*** It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any Consultant claim.

3.3.13.2. ***No Right to Rely on Verbal Responses.*** A proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

6. Evaluation and Award

6.1. Evaluation Criteria

General Evaluation Standards

The Town of Camp Verde seeks to obtain prosecutorial services as outlined in the Scope of Work. Proposals will be evaluated on the selection criteria set forth below. The Town will be the sole judge of whether the services offered are acceptable. Proposals from individuals or firms that have provided inadequate or unsatisfactory services to municipalities or other public entities in the past may be rejected and not considered.

The Town reserves the right to reject any or all proposals, or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that such action is in its best interest.

A proposer (including its principals) who is lawfully prohibited from any public procurement activity may have its proposal rejected.

7.2 Evaluation Criteria

Proposals will be evaluated using the following weighted criteria:

- **Qualifications and Experience (50%)**
    - Relevant prosecutorial and/or municipal legal experience.
    - Years of practice in Arizona and familiarity with municipal court operations.
    - Experience representing municipalities or similar public-sector clients.

- **Understanding of Scope of Work (35%)**
    - Demonstrated understanding of responsibilities outlined in the RFQ.
    - Quality of proposed approach to managing casework, workload balance, and communication with Town staff.

- **References (15%)**
    - Quality of references from municipal or public-sector clients.

7.3 Award

The Town of Camp Verde intends to award a contract to the proposer whose qualifications are most advantageous to the Town, taking into consideration the evaluation criteria set forth above. The Town reserves the right to conduct interviews with finalists prior to award.

5. Solicitation Terms and Conditions

GENERAL CONDITIONS

The Agreement time commences upon execution of the Agreement and issuance of the Notice to Proceed. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by the Town of Camp Verde.

Protests: An interested party may protest a solicitation by filing a protest in writing to the Town Manager not fewer than five (5) days before the closing date and time of the solicitation. An unsuccessful Proposer or Bidder may protest a determination of non-responsiveness or non-responsibility by the Town by filing a protest in writing with the Town Manager not more than five (5) days after issuance of notice of such determination by the Town. An unsuccessful Proposer or Bidder may protest a contract award by filing a protest in writing with the Town Manager not more than five (5) days after issuance of a notice of apparent low responsive and responsible Bidder, or a notice of intent to award. The protest shall include the following information: (1) The name, address, and telephone number of the protester; (2) Identification of the contracting activity and the number of the solicitation; (3) The signature of the protester or its authorized representative; (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) The specific relief requested.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **Proposers who violate this policy shall be disqualified from participating in this Solicitation.**

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Agenda Item 4.e

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:

☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Council **Staff Resource:** Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval of Resolution 2026-1203 authorizing the Mayor to advocate on behalf of the Town Council for or against 2026 legislative matters impacting Camp Verde**.**

Attached Documents:

- Resolution 2026-1203

Estimated Presentation Time: N/A **Estimated Discussion Time:** N/A

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Mayor Moore serves as the Town of Camp Verde's voting representative on the League of Arizona Cities and Towns Resolutions Committee. In this role, the Mayor is asked to review, discuss, and vote on proposed legislative resolutions that may ultimately inform the League's legislative priorities and advocacy positions for the upcoming legislative session.

Legislative matters considered by the League and the Resolutions Committee often arise on short timelines and require real-time discussion, negotiation, and voting. Providing the Mayor with formal authorization ensures that Camp Verde's interests are represented consistently and effectively during the legislative process, while maintaining alignment with Council direction and adopted Town policies.

Approval of the proposed resolution does not limit the Town Council's authority to revisit or modify its legislative positions throughout the session. Rather, it provides the Mayor with clear direction and authority to advocate on behalf of the Council and the Town when participating in League meetings, legislative discussions, and related forums.

Connection to the FY25-FY30 Strategic Plan

This action supports the Town's commitment to effective governance, intergovernmental coordination, and proactive advocacy on issues affecting Camp Verde.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** Resolution 2026-1203 authorizing the Mayor to advocate on behalf of the Town Council for or against 2026 legislative matters impacting Camp Verde.

RESOLUTION 2026-1203

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO ADVOCATE ON BEHALF OF THE TOWN COUNCIL FOR OR AGAINST 2026 LEGISLATIVE MATTERS IMPACTING THE TOWN OF CAMP VERDE

WHEREAS, the Town of Camp Verde is affected by state legislation that may impact municipal authority, operations, finances, land use, water resources, public safety, and other core local government functions; and

WHEREAS, the Mayor of the Town of Camp Verde serves as the Town's voting representative on the League of Arizona Cities and Towns Resolutions Committee; and

WHEREAS, the Resolutions Committee considers and recommends legislative positions that guide the League's advocacy efforts during the state legislative session; and

WHEREAS, timely and effective participation in legislative discussions requires the ability to advocate for or against proposed legislation as it develops; and

WHEREAS, the Town Council desires to authorize the Mayor to advocate on behalf of the Council and the Town of Camp Verde regarding legislative matters impacting the Town during the 2026 legislative session.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Camp Verde, Arizona, as follows:

Section 1. The Mayor is hereby authorized to advocate on behalf of the Town Council and the Town of Camp Verde in support of or in opposition to legislative matters considered during the 2026 legislative session that impact the Town.

Section 2. This authorization includes participation in the League of Arizona Cities and Towns Resolutions Committee, legislative meetings, discussions, and related advocacy efforts consistent with Town policies, Council direction, and the best interests of the Town.

Section 3. Nothing in this resolution limits the Town Council's authority to provide additional direction, modify legislative positions, or take formal action regarding specific legislative matters at any time.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of January 7, 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

Approved as to form:

Trish Stuhan, Town Attorney

Agenda Item 7.1

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2025

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Administration of Oath of Office of Newly Hired Town Employees

Attached Documents: Oaths of Office

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 5 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The newly hired employees will take their Oath of Office at the Town Council Meeting.

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Agenda Item 7.2

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Administration
Staff Resource: Town Manager Miranda Fisher

Agenda Title: Northern Arizona Healthcare updates presented by Vice President and Service Area Administrator Rick Gray.

Attached Documents: N/A

Estimated Presentation Time: 10 minutes **Estimated Discussion Time:** 5 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number: Multiple Grant Funded
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Town Council will receive a presentation from Northern Arizona Healthcare providing an overview of organizational updates, including key initiatives outlined in its 2030 Strategic Plan, as well as updates specific to the local Camp Verde clinic.

Strategic Plan: 2030 Strategic Plan | About Us

Question(s) before the Council:

- Does the Council have any questions?

Agenda Item 7.3

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Administration
Staff Resource: Cliff Bryson, Special Initiatives Manager

Agenda Title: Verde Valley Community Development Organization (VVCDO) updates presented by VVCDO Executive Director Mary Chicoine.

Attached Documents: Community Update: Working Together on Housing Needs PowerPoint

Estimated Presentation Time: 10 minutes **Estimated Discussion Time:** 5 minutes

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number: Multiple Grant Funded
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Town Council will receive a presentation from the Verde Valley Community Development Organization (VVCDO) regarding their upcoming programs.

Question(s) before the Council:

- Does the Council have any questions?

VERDE VALLEY
Community Development Organization

Community Update: Working Together on Housing Issues

Visit Our Website:
vvcdo.com

Vision

The Verde Valley Community Development Organization (VVCDO) shapes resilient communities through regional collaborations and alliances.

Mission

The Verde Valley Community Development Organization (VVCDO) identifies, facilitates, and implements regional programs and projects that ensure sustainable communities through regional engagement.

VERDE VALLEY
Community Development
Organization

Celebrating Success

- Establish the Housing Advisory Committee
- Regional Planning Outcomes
- Community Presence
- Developable Land Database
- Cost to Build a House Study
- Education and Outreach Program
- Verde Valley Community Land Trust
- Next Steps Moving Forward

Housing Advisory Committee

Regional collaboration

Thirty- Five Representatives

- VVCDO Board of Directors
- Municipal Elected Officials
- Municipal Leadership
- County Elected Officials
- County Leadership
- Business Leaders: Development, Real Estate, Engineering, Tourism
- Non-Profit Leaders: Chambers, Nonprofits
- Yavapai College

VERDE VALLEY Community Development Organization

Regional Planning Outcomes

Regional representation planning to define the role and priorities for the VVCDO and region related to housing.

Led by Martina Kuehl, Arizona housing leader.

Regional Planning Outcomes

Focus Area - Perception, Understanding, and Education

- Develop and implement an education and outreach program.
- Develop a formal and consistent process and presentation for working with all constituents involved in a development project.

Focus Area - Municipal Practice and Implementation

- Develop and implement a process that ensures the success of proposed projects.
- Identify and implement the best regional practices.

Focus Area - Builder and Developer

- Work with developers in identifying successful and needed projects.

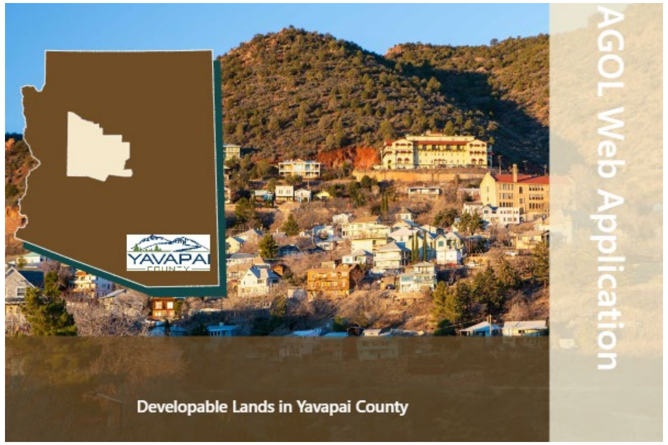
VERDE VALLEY
Community Development Organization

Community Presence

- Council meeting presentations and attendance.
- Commission meetings presentations and attendance.
- Housing projects Letters of Support.
- Mobilizing community outreach in support of projects.
- Documented responses to misinformation and misconceptions at public meetings.
- Constituent meetings to address the issues.

Developable Land Database

- Information layer added to the Yavapai County GIS database.
- Data provided by each municipality to county with annual update protocol.
- Links potential Verde Valley developers to municipal leadership through the VVCDO website.



VERDE VALLEY
Community Development
Organization

Cost to Build a House Study

Draft study reviewed by the county and municipalities for accuracy.

Project put on hold with the new legislation requiring housing templates for an 800, 1200/1500, 2000 square foot home templates.

Study will be updated with three housing sizes and then reviewed by county and municipalities for accuracy.

Education and Outreach Program

- Regional leadership met to define the priorities for the education and outreach for housing in the Verde Valley.
- A comprehensive branding and marketing plan was developed with critical messaging and topic development.
- Collaboration led to six images and three tag lines.
- A media asset page is on the VVCDO website with images branded for each community and organization focusing on housing in the Verde Valley

VERDE VALLEY Community Development Organization

Education and Outreach Program

VERDE VALLEY
Community Development
Organization

Education and Outreach Program

Verde Valley
Community Land Trust

VERDE VALLEY
Community Land Trust

- Addressing the needs of the Missing Middle.
- Ground lease and shared equity program.
- Ground Lease documentation being developed.
- Income requirements - AMI at 150 percent or less of HUD area (Yavapai County).
- Separate website for homeowners and homes for sale.

VERDE VALLEY
Community Development
Organization

Verde Valley
Community Land Trust

Purchase Town of Jerome Property

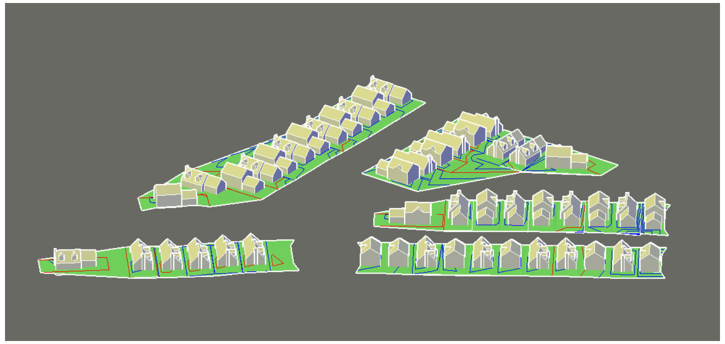
- VVCDO only bidder.
- Council potential acceptance of the bid December 2025.
- Ownership priority: Town of Jerome employee, member of Jerome workforce, Verde Valley workforce.

VERDE VALLEY
Community Development Organization

Verde Valley Community Land Trust

Land Donation

- Focus on single family Missing Middle housing.
- Approximate value $500,000.
- 13.84 acres on Highway 260
- Accommodate approximately 45 workforce homes.



VERDE VALLEY Community Development Organization

Next Steps/Engagement

Municipality presentations:

- Councils
- Planning and Zoning Commissions

County presentations:

- Board of Supervisors
- Planning and Zoning Commission

Unincorporated community organizations:

- Cornville Community Association
- Big Park Community Association
- Beaver Creek Community Association

Chamber presentations:

- Greater Sedona Chamber of Commerce
- Greater Verde Valley Chamber of Commerce

Major employer presentations

Community presentations:

- Rotary Clubs
- Churches

VERDE VALLEY
Community Development
Organization

Next Steps/Engagement

- Provide financial support.
- Identify properties and homes for the VVCLT.
- Be a vocal advocate for affordable housing.
- Follow VVCDO and VVCLT on Facebook.
- Sign up for newsletter at vvcdo.com.
- Share Education and Outreach Program materials with constituents.
- Other.

VERDE VALLEY
Community Development Organization

VERDE VALLEY
Community Development
Organization

Community Update: Next Steps and Questions

Visit Our Website:
vvcdo.com

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Agenda Item 7.4

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:
☐ Consent Agenda ☐ Informational Presentation ☒ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager **Staff Resource:** Town Manager Miranda Fisher

Agenda Title: Update on the Draft 2026 General Plan Outreach Efforts

Attached Documents: Click here to access the General Plan & Survey: [Camp Verde, AZ]

Estimated Presentation Time: 5 minutes **Estimated Discussion Time:** 5 minutes

Reviewed By:
☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Over the past three months, the Town of Camp Verde has received a tremendous amount of thoughtful and valuable feedback from residents, stakeholders, and community partners as part of the 2026 General Plan update. Now, we want to close the loop with the community.

The Town will be hosting a series of General Plan Open Houses to:

- Share what we heard from the community
- Highlight changes that have been made to the draft General Plan based on that feedback
- Provide an opportunity for additional comments and discussion before the plan moves forward

These open houses are informal, come-and-go events where residents can review materials, ask questions, and talk directly with Town staff.

Open House Dates/Times

All open houses will take place at the Camp Verde Community Library (130 Black Bridge Loop, Camp Verde, AZ)

- **Saturday, January 17th** | 3:00 – 5:00 PM
- **Tuesday, January 20th** | 9:00 – 11:00 AM
- **Saturday, January 24th** | 9:00 – 11:00 AM
- **Tuesday, January 27th** | 5:00 – 7:00 PM
- **Thursday, January 29th** | 1:00 – 3:00 PM

Whether you've already participated or are just getting involved, we encourage you to attend one of these sessions. Your continued feedback is essential as we refine the 2026 General Plan to reflect Camp Verde's vision for the future.

Connection to the FY25-FY30 Strategic Plan

Gathering stakeholder feedback on the Draft 2026 General Plan ensures that future growth and development in Camp Verde align with the community's shared vision, values, and long-term strategic objectives.

Question(s) before the Council:

- Does Council have any questions for staff?

Agenda Item 8

Town Council
Agenda Information Memorandum

Meeting Date: January 7, 2026

Agenda Item Type:

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Manager **Staff Resource:** Miranda Fisher, Town Manager

Agenda Title: Discussion, consideration and possible approval of Phase 1 $125,000 loan and Phase 2 $125,000 loan for Sycamore Vista's Low Income Housing Tax Credit housing development.

Attached Documents:

- Affordable Housing Project RFP from January 2022
- Phase 1 Loan Documents
- Phase 2 Loan Documents

Estimated Presentation Time: 10 min **Estimated Discussion Time:** 15 min

Reviewed By:

☒ Town Manager ☒ Legal ☐ Risk Management ☒ Finance ☐ Other:

Financial Review (if applicable)**:**

- Funding Source / GL Account Number:
  Approved in the FY26 Budget? ☐ Yes ☐ No ☐ N/A ☒ Other:
  Phase 1 $125,000 Loan: There is funding available in the FY26 budget.
  Phase 2 $125,000 Loan: This will need to be included in the FY27 budget.
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Town of Camp Verde recognized the need for workforce and affordable housing as critical to its community vitality. In January 2022, Town Council approved issuing a Request for Proposals (RFP) to attract qualified developers to create affordable rental housing. The RFP outlined the Town's intent to provide up to $250,000 available in loan financing to help offset development costs, particularly development service and impact fees.

Following this process, Atlantic Development and Investments, Inc., led by Mark Breen and Jessica Raymond, was selected for its proposal to develop the Sycamore Vista Project. The Sycamore Vista Development is comprised of two phases that will result in more than 300 new housing units, with approximately half of those designated as income-restricted. All buildings will be constructed to LEED standards and will have energy-efficient appliances, sustainable design elements, and water- and energy-saving systems that lower utility costs for residents. The development will also include community space that could be used for things like childcare or other services.

This RFP and project happened because many of Camp Verde's employers identified housing and workforce availability as a top challenge to business growth. The Sycamore Vista Project changes that by bringing state and federal housing resources into the community for the first time. The developer's commitment to both affordable and workforce housing, combined with community space, energy-efficient design, and collaboration with Friends of the Verde River to be a “river-friendly” development, makes this project a model of sustainable and inclusive growth.

The Arizona Department of Housing (ADOH) gives favorable consideration to LIHTC applications that demonstrate strong local government support, including financial partnerships such as the one proposed here. To date, no LIHTC-funded projects have been developed in Camp Verde (outside of those on the Yavapai–Apache Nation).

Consistent with the original RFP, the Town intends to provide the developer with two loans of up to $125,000 each, one for each project phase totaling $250,000. These loans are tied directly to the reimbursement of development fees already paid by the developer: Phase 1 Fees paid totaled $200,814 and Phase 2 fees paid totaled $140,667. The loans serve as reimbursement for qualified development costs and will improve project cash flow during the early construction phases. The Town will secure its investment through a promissory note and mortgage, consistent with the RFP requirements.

The loan term will be for 30 years with an interest rate of 2%. Phase 1 loan funds will be disbursed no later than January 31, 2026. Phase 2 loan funds will be disbursed no later than July 31, 2026. Both loans will be in third position subordinate to the larger private loans in first position and the ADOH loans in second position. Additional loans will be in fourth and fifth positions.

Approval of these two loans will fulfill the Town’s original RFP commitment, leverage state and federal resources, and help bring more than 300 new housing units to Camp Verde.

Connection to the FY25-FY30 Strategic Plan
This supports the Strategic Plan’s Focus Area, “Resilient Economy” and the Town’s vision that “Camp Verde is welcoming; a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life.”

Question(s) before the Council:

- Does Council have any questions about Phase 1 and Phase 2 loans?

Proposed Motion:

I move to **APPROVE** the Phase 1 $125,000 loan and Phase 2 $125,000 loan for Sycamore Vista’s Low Income Housing Tax Credit housing development.

OR

I move to **DENY** the Phase 1 $125,000 loan and Phase 2 $125,000 loan for Sycamore Vista’s Low Income Housing Tax Credit housing development.

Affordable Housing Project
Request For Proposals (RFP)
Town of Camp Verde, Economic Development Department
Proposals Due: February 18, 2022, 4:00PM MST

The Town of Camp Verde (the "Town") Economic Development Department ("EDD") is seeking proposals from developers for projects that create affordable rental housing for low income households in the Town.

The Town may award up to $250,000 in deferred development services/impact fees in the form of an amortizing loan in order to meet necessary project development costs. The Town's financing is generally "gap" financing. The Town is particularly interested in projects that provide for the greatest level of affordability and target special needs populations, including 40% AMI residents and individuals with disabilities.

The purpose of this RFP is to meet the housing needs of lower income households within the Town by:

- Expanding the number of affordable rental units and/or improving the quality and/or diversity of units available to lower income households (less than or equal to 60% of AMI) throughout the community.

The Town is particularly interested in proposals that meet the following objectives:

1. Create affordable housing that is in reasonable proximity to employment centers;
2. Create the greatest number of affordable housing units

II. Funding

The amount that will be made available is $250,000 in reduced development service fees/impact fees/ or such other source as the Town may make available to assist with the development of the proposed project.

The source made available will be in the form of a loan subject to terms negotiated between the Town and the developer. Projects that utilize funds for shorter periods of time will receive preference.

III. Requirements/Scope of Service

Town staff will expect the developer to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the project objectives. While the developer will be working under the general direction of the EDD, it should be understood the Town has limited professional staff capacity to support the project and will rely on the personnel, experience and expertise of the developer to ensure all necessary components of the housing project are completed in a timely manner.

Developers are asked to submit a cover letter, sources and uses and proforma to describe the details of the proposed project and desired loan terms. All projects should meet the requirements outlined in the Scope of Services outlined below. The Town also requests that the developer provide information on whether proposer's organization or a member of their development team meets the definition of small business, minority business enterprise, or women's business enterprise.

Scope of Service includes but is not limited to the following:

<u>Rental Housing</u>

a. Housing must be created for households with incomes at or below 60% AMI.
b. Low income units must be kept affordable and be income restricted for at least 30 years.
c. Housing shall comply will all applicable Town minimum housing and building codes.
d. Staff will evaluate all proposals based on the project's contribution to increase the affordable housing stock, upon project need, and availability of resources to determine the appropriate level of funding. The EDD will consider a maximum investment of $250,000 per project.
e. Projects should incorporate energy efficient features into the design.
f. Newly constructed housing will be:
    i. Located in areas of the Town which do not have a high concentration of lower income housing, and
    ii. Part of a larger revitalization effort, with a priority for developments located in Federally Qualified Opportunity Zones.
g. The EDD shall secure its funding with a promissory note and a mortgage in the form of a non-recourse loan.

IV. Submission of Proposals

An electronic application must be submitted by the deadline of 4:00PM, MST to the Economic Development Department at steve.ayers@campverde.az.gov or physically at 473 S. Main Street, Suite 102. All late or incomplete submittals will be rejected. No verbal or faxed submittals will be accepted. Submittals should have a subject line of Affordable Housing Proposal.

V. Review Process and Criteria for Selection:

Proposals will be reviewed by EDD staff and referred to the Selection Committee for funding recommendations. The Town will consider the needs of the project, the experience of the developer/borrower and any associated risk in the project. EDD staff and/or the Selection Committee may request an interview with representatives of some or all proposals. Recommendations will be submitted to Town Council for final approval.

Evaluation of Proposals

Applications will be evaluated and the developers selected based on the following criteria (points up to):

1. **Applicant/Developer Capability and Track Record.** The applicant's track record, including the applicant and/or development team's successful completion and operation of similar type projects or a project of similar scope and size. Capacity to undertake new or additional projects; ability to secure construction financing; the developer's approach, plan of work,

recommended schedules, and suggested responsibility assignments. Preference will be given for Arizona-based developers with previous affordable housing development in Yavapai County (25 points)

2. **Quality of References.** Qualification and experience in providing the requested development as exemplified by past projects in Arizona (15 points)
3. **Site Selection and Project Design.** Knowledge of and experience in identifying the affordable housing needs for the Town, number of affordable housing units' to be produced and community impact. Energy efficient features and accessibility features. Compliance with all requirements outlined in this RFP's Scope of Services. Project consistency with the Town's purpose and objectives outlined in this RFP. (40 points)
4. **Feasibility.** Sources and uses and 15 year proforma. Total project cost and value to be attained. Public purpose (but for the Town investment, the project would not be feasible for the targeted income group), readiness of project to proceed (including site control) and anticipated time frame to complete the project. Timeline for development, including meeting planning and zoning requirements. Risk of the project. (25 points)
5. **SBE Responsiveness.** Project teams that include small business enterprises including small businesses, women owned businesses or minority owned businesses. (10 points)

Additional criteria for rental proposal:

1. **Property management experience –** number of units managed; years of experience; the number of affordable units managed and the performance record. Familiarity of the various funding sources for housing development and rental subsidies. (20 points)

Applications will be evaluated and bonus points shall be given to the following preferences:

1. Leveraging other public and private sources of funds (5 points);
2. Requested Town loan is less than $5,000/unit (5 points);
3. Low-income units are part of a mixed income project, including market rate units (5 points);
4. Low-income Units remain income restricted and/or affordable for 30 years (5 points);
5. Energy improvements that lead to lower, long-term utility costs for occupants of Low-Income Units (2 points);
6. Features that meet accessibility standards as defined by federal, state and local requirements (3 points);
7. Project is located on a site identified for greater community investment by a local plan (5 points).

The Selection Committee will consider staff evaluations and may use other additional criteria to come to a full complement of recommendations.

VI. Contract Negotiations:

Notwithstanding anything contained in this RFP, the Town reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected developer(s) prior to entering into a written agreement. Successful applications will be notified of an award in writing on/before March 18, 2022.

VII. Questions/Contact Person:

Questions concerning this proposal, the application, or the review process may be directed to Economic Development at 554-0007

When recorded, return to:

Fennemore Craig P.C.
Attn: Brett D. Siglin, Esq.
2394 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

GAP LOAN DEED OF TRUST

DATE: January __, 2026

PARTIES:

Trustor:	Sycamore Vista Limited Partnership, an Arizona limited partnership
Trustor's Address:	15957 N. 81st Street, Suite 101 Scottsdale, AZ 85260 Attn: Mark Breen
Trustee:	Chicago Title Agency, Inc., an Arizona corporation
Trustee's Address:	8800 East Raintree Drive, Suite 230 Scottsdale, Arizona 85260
Beneficiary:	Town of Camp Verde, an Arizona municipality
Beneficiary's Address	473 S. Main Street, Suite 102, Camp Verde, Arizona 86322

1. GRANT IN TRUST. For good and valuable consideration, Trustor irrevocably grants to Trustee, its successors and assigns, in trust, pursuant to the terms and conditions set forth in this GAP Loan Deed of Trust (this "**Deed of Trust**"), with the power of sale and right of entry and possession, all of Trustor's right, title, and interest in and to that certain real property located in Yavapai County, Arizona, and legally described on the attached **Exhibit A** (the "**Premises**"), subject to all matters of record as of the date of this Deed of Trust, together with all buildings and improvements now or hereafter erected thereon, and all fixtures attached to or used in connection with the Premises (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits, or income therefrom (hereinafter "**Property Income**"), subject however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such Property Income. All property or other rights, including, without limitation, the Premises, granted,

transferred, and assigned to Trustee under this Deed of Trust shall be referred to collectively as the "**Trust Property**."

2. SECURED OBLIGATION. This Deed of Trust has been executed and delivered by Trustor for the purpose of securing the payment of all indebtedness evidenced by that certain GAP Loan Promissory Note of even date in the original principal amount of One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00) executed by Trustor as "Maker" and delivered to Beneficiary as "Payee" (the **"Promissory Note**").

3. COVENANTS OF TRUSTOR.

(a) Trustor shall pay before delinquent all taxes and assessments of every type or nature affecting the Trust Property.

(b) Trustor shall provide and maintain policies of fire and casualty insurance on the Trust Property in an amount not less than the full replacement cost of the improvements, fixtures, and equipment comprising any part of the Trust Property, if any, together with public liability insurance in an amount or amounts reasonably satisfactory to the Beneficiary and shall name Beneficiary as additional insured. Trustor shall provide Beneficiary with certificates properly evidencing the policies of such insurance.

(c) Trustor shall keep the Trust Property in good condition and repair, not commit or permit any waste of the Trust Property, and keep the Trust Property free of rubbish and other unsightly or unhealthful conditions.

(d) Trustor shall promptly complete any improvements that may be commenced on or in connection with the Trust Property in a good and workmanlike manner and shall pay when due all claims for work performed or materials furnished, or both, on or in connection with the Trust Property or any part thereof, and shall pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's, or materialman's charges, liens, claims of liens, or encumbrances upon the Trust Property. However, Trustor may contest in good faith the validity or amount of any charge, lien, claim of lien, or encumbrance by appropriate proceedings provided by law, provided that upon a final determination with respect to any charge, lien, claim of lien, or encumbrance, Trustor will promptly pay any sums found to be due.

(e) Trustor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Trust Property and shall not suffer or permit any act to be done in or upon the Trust Property in violation of such laws.

(f) Trustor shall not place, release, dispose or generate any toxic or hazardous waste or substance on, under, or over the Trust Property in violation of any applicable law or regulation.

(g) Trustor shall pay to Trustee and Beneficiary, respectively, promptly upon demand, all sums of money that they shall advance on Trustor's behalf pursuant to any of the provisions of this Deed of Trust, together with interest upon such amount(s), until repaid, from the time of the payment, at the rate of interest specified in the Promissory Note.

4. EVENTS OF DEFAULT. Trustor shall be in default under this Deed of Trust if

any of the following (each an "**Event of Default**") shall occur:

(a) Trustor's failure to perform any obligation or agreement in this Deed of Trust, if such failure continues for 30 days following written notice by Beneficiary to Trustor specifying, in reasonable detail, the failure; provided, however, that if by its nature such failure is not curable within 30 days, Trustor shall be entitled to additional time to effectuate such a cure as long as Trustor diligently attempts to cure the default;

(b) The filing of an involuntary petition under any bankruptcy statute, as now in effect or as hereafter amended, against Trustor, or if Trustor shall allow the appointment of a receiver, trustee, conservator, or liquidator, of all or any part of the Trust Property, or if any of the Trust Property shall be levied upon by virtue of any execution, attachment, tax levy, or other writ and the involuntary petition, appointment, levy, or filing, as the case may be, is not released, stayed, bonded or insured against in favor of Beneficiary, satisfied or vacated within 90 days after the occurrence;

(c) Upon the filing of a petition under Title 11 of the United States Code or any other national or state bankruptcy statute, as now in effect or as hereafter amended, by Trustor, or if Trustor shall make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due;

(d) Trustor's default under the Promissory Note as provisioned for in the Promissory Note;

(e) The sale or attempted sale of the Trust Property or any part thereof by Trustor without the consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned, or delayed;

(f) The removal or attempted removal by Trustor of any property included in the Trust Property without the consent of Beneficiary; or

(g) Abandonment of the Trust Property by Trustor.

5. <u>REMEDIES UPON DEFAULT.</u> If an Event of Default occurs:

(a) Beneficiary may declare all sums secured hereby and under the Promissory Note to be immediately due and payable by delivery to Trustee of written notice, setting forth the nature of the default and specifying the total amounts due and owing. The rights of Beneficiary hereunder shall be subject to the rights of the Senior Liens (defined below).

(b) Beneficiary's written notice may also contain an election to cause the Trust Property to be sold under this Deed of Trust. If Beneficiary elects to cause the sale of the Trust Property, Beneficiary shall deposit with Trustee this Deed of Trust, the Promissory Note, and all documents evidencing expenditures secured hereby. Trustee shall record and give such notices of Trustee's sale in the manner required by Arizona law, and after the lapse of time required by law, Trustee, under the power of sale granted by this Deed of Trust, shall sell the Trust Property at the time and place fixed in the notice of Trustee's sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the Trust Property sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary may purchase the Trust Property at the sale. After deducting all costs, fees, and expenses of Trustee and of this Trust, including costs to insure or obtain evidence of title in connection with the Trustee's sale, Trustee shall apply the proceeds of sale: (i) first, to payment of all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the rate of interest in effect after default on the indebtedness outstanding under the Promissory Note; (ii) second, to sums due under the Promissory Note; and (iii) the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. §33-812, or any similar or successor statute.

(c) In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Except as otherwise provided in this Deed of Trust, Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity, specifically including but not limited to those described in A.R.S. §33-702B or any similar or successor statute.

All rights and remedies of Beneficiary set forth in this Deed of Trust shall be cumulative. Beneficiary may enforce any one or more remedies or rights granted under this Deed of Trust successively or concurrently at Beneficiary's option.

6. SUBORDINATION. Beneficiary agrees that this Deed of Trust is and shall remain subordinate to any of the mortgages or other voluntary liens and encumbrances described in the order of priority set forth in **Exhibit B** attached hereto (the "**Senior Liens**").

7. STANDSTILL. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the end of the Standstill Period (as such term is defined in the Promissory Note), Beneficiary shall have no right to declare a default, accelerate the indebtedness, or pursue any other right or remedy under this Deed of Trust. Beneficiary waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

8. ASSIGNMENT OF PROPERTY INCOME. As additional security and subject to the rights of the Senior Liens, Trustor hereby gives Beneficiary the right, power and authority during the continuance of this Deed of Trust, to collect the Property Income, reserving to Trustor the right, prior to any Event of Default by Trustor, to collect and retain such Property Income as it becomes due and payable.

9. CASUALTY, CONDEMNATION AND EMINENT DOMAIN. Subject to the rights of the Senior Liens, Trustor represents, warrants and agrees that if the Trust Property, or any portion thereof or any improvement thereon, shall be damaged or destroyed or shall be condemned or acquired for public use, that the proceeds of any such condemnation or acquisition are hereby assigned in full and paid to the Beneficiary, who shall cause such proceeds to be used to repair and restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Trust Property in accordance with the terms of the Promissory Note and this Deed of Trust. Provided, however, that if repair or restoration of the Trust Property is not practicable, Trustor shall not be obligated to repair or restore the Trust Property, and an award of damages under this paragraph up to the amount

of the unpaid principal and accrued interest of the Promissory Note may be retained by Beneficiary and any remaining balance shall be paid to Trustor. Beneficiary shall be a party to any agreement relating to the use of condemnation proceeds or insurance proceeds from damage to the Trust Property to repair and restore the Trust Property. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Notwithstanding anything to the contrary contained herein in the event of damage or destruction, or condemnation or acquisition for public use, of the Trust Property, the Beneficiary shall permit insurance proceeds and/or condemnation proceeds to be used to rebuild the Trust Property provided that sufficient funds are provided from insurance proceeds, condemnation proceeds and other sources to effectively rebuild the Trust Property to a multifamily housing complex.

10. GENERAL PROVISIONS.

(a) All judgments, awards of damages, and settlements made as a result of or in lieu of any condemnation or other proceedings for public use of or for any damage to the Trust Property or any part thereof and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Beneficiary shall have the right to participate in any such proceedings, and Trustor shall not settle or otherwise resolve any such proceedings or execute or deliver any deed in lieu thereof without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Beneficiary may, at its option, apply such proceeds or any part thereof to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of such indebtedness, or Beneficiary may release such proceeds or any part, to Trustor.

(b) Trustee may resign by mailing or delivering notice to Beneficiary and Trustor and Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust. The title conveyed to Trustee shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the Trust Property is situated.

(c) The trust created by this Deed of Trust is irrevocable.

(d) The Trust Property shall be released from the lien created by this Deed of Trust upon the written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the Promissory Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the entire estate in the Trust Property then held by Trustee; provided, however, that the grantee in the final reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

(e) This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Promissory Note secured hereby, whether or not named as Beneficiary herein. This Deed of Trust was prepared after negotiations by and between Trustor and Beneficiary; the fact that it has been typed by one party does not require the language of this Deed of Trust to be strictly interpreted against either Trustor or Beneficiary.

(f) Trustor hereby requests that a copy of any notice of sale be mailed to it at its address set forth above.

(g) If from any circumstances whatsoever, payment or performance of any provision of this Deed of Trust or of the Promissory Note secured hereby, at the time performance of such provision shall be due, shall require a payment in excess of that permitted by any applicable law, the obligation to be paid or performed shall be reduced to the limit allowed by such law, so that in no event shall any exaction be possible under this Deed of Trust, the Promissory Note, or any other agreement given in connection herewith, that is in excess of any limitation of law. By acceptance of this Deed of Trust, the Beneficiary expressly waives the right to demand any such excess. The provisions of this Section shall control every other provision of this Deed of Trust, the Promissory Note, and any other agreement between Trustor and Beneficiary.

(h) Time is of the essence of this Deed of Trust. No failure on the part of Beneficiary to exercise any of its rights arising upon any Event of Default shall be construed to prejudice its rights in the event of any other or subsequent Event of Default. No delay on the part of Beneficiary in exercising any of such rights shall be construed to preclude it from the exercise at any time during the continuance of any Event of Default.

(i) Unless otherwise required by applicable law, all notices required to be given hereunder shall be either served personally or by U.S. certified mail, postage prepaid, and properly addressed to Trustor, Trustee, and Beneficiary at their respective addresses first above written. Such addresses may be changed by notice to the other parties given in the same manner as provided in this Section. Except as may be expressly provided otherwise in this Deed of Trust, all notices shall be deemed to have been delivered two (2) business days after depositing the mail for delivery in any branch office or mailbox operated by the United States Postal Service.

(j) This Deed of Trust, and any documents executed pursuant to this Deed of Trust, shall be governed by the laws of the State of Arizona.

[***Signatures appear on the following pages***]

This Deed of Trust is effective as of the date first written above.

TRUSTOR:

SYCAMORE VISTA LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ________________________
Name: Mark Breen
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the ___ day of ________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista Limited Partnership, an Arizona Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____
Notary Public

My commission expires:

BENEFICIARY'S CONSENT TO SUBORDINATION

By its consent evidenced below, Beneficiary expressly consents to the provisions of Section 6 and Section 7 of this Deed of Trust.

BENEFICIARY:

TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF Arizona)
) ss.
County of Yavapai)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared__________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____
Notary Public

My commission expires:

Exhibit A

Legal Description of the Premises

For APN/Parcel ID(s): 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The following is a description of a parcel of land, being a portion of the Southeast quarter of Section 25, 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 that document recorded in Recording No: 2024-0013535 [Record Source #1 (R1)] and Recording No. 2024-0013536 [Record Source #2], records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings(R1,R2)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1,R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet (R1,R2) [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West, a distance of 880.63 feet (R1,R2) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", on said Southerly line "North Homestead Parkway" ;

Thence South 21°59′07″ East, a distance of 357.31 feet [South 21°59′07″ East (R1, R2)] to a set plastic cap atop a ½ inch rebar stamped "RLS 48860", marking a point on the East line of said (R2) and the POINT OF BEGINNING;

Thence South 21°59'07" East, a distance of 414.16 feet [South 21°59'07" East (R2)] to a set plastic cap atop 1/2 inch rebar stamped "RLS 48860", marking a point on the South line of said (R2);

Thence South 82°20'17" West, a distance of 168.57 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking an angle point on the South line (R2);
Thence South 65°25'44" West, a distance of 370.41 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking the Southwest corner of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 67°58'56" West, a distance of 3864.79 feet (R1);

Thence along said curve to the left, through a central angle of 05°57'08", an arc length of 401.49 feet [also being subtended by a chord bearing of North 24°59'37" West, having a chord length of 401.31 feet] to a set plastic cap atop ½ inch rebar stamped "RLS 48860", marking a point on the Westerly line of said (R1);

Thence North 65°25'49" East, a distance of 255.75 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence South 21°58'08" East, a distance of 23.03 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence North 68°01'52" East, a distance of 298.94 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

A 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in on over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet on either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings (R1)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch",

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West , a distance of 880.63 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00′ 53″ West , a distance of 478.78 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09′ 39″, an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05′ 42″ West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49′ 43″ East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18′ 50″ East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49′ 34″ East, a distance of 20.98 feet (R1), to the point of TERMINUS:

The side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

Exhibit B

Senior Liens

1. Declaration of Affirmative Land Use and Restrictive Covenants Agreement by and between Sycamore Vista Limited Partnership, an Arizona limited partnership, and the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona.

2. Declaration of Covenants, Conditions and Restrictions (State Housing Trust Fund Program) by Sycamore Vista Limited Partnership, an Arizona limited partnership, for the benefit of State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona.

3. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a construction loan in the amount of Thirty Three Million Seven Hundred and Seventy-Five Thousand and No/100ths Dollars ($33,775,000.00) by and between Sycamore Vista Limited Partnership, an Arizona limited partnership, as Trustor, and National Mortgage Investors, LLC, a Connecticut limited liability company, as Beneficiary and Trustee, including the associated UCC-1 financing statement.

4. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement securing the payment of a GAP loan in the amount of Two Million Five Hundred Thousand and No/100ths Dollars ($2,500,000.00) by and among Sycamore Vista Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Company, as Trustee, and the State of Arizona, Arizona Department of Housing, as Beneficiary, including the associated UCC-1 financing statement.

5. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a GAP loan in the amount of One Hundred Twenty Five Thousand and No/100ths Dollars ($125,000.00) by and among Sycamore Vista Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Agency Inc., as Trustee, and the Town of Camp Verde, an Arizona municipality, as Beneficiary, including the associated UCC-1 financing statement.

6. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a construction loan in the amount of Two Million One Hundred Seventy One Thousand Ninety Five and No/100ths Dollars ($2,171,095.00) by and among Sycamore Vista Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Agency Inc., as Trustee, and Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, as Beneficiary including the associated UCC-1 financing statement.

7. Consent and Subordination Agreement by and among National Mortgage Investors, LLC, a Connecticut limited liability company, State of Arizona, Arizona Department of

Housing, a department and agency of the State of Arizona, and Sycamore Vista Limited Partnership, an Arizona limited partnership.

8. Subordination Agreement by and between Sycamore Vista Limited Partnership, an Arizona limited partnership, as borrower, National Mortgage Investors, LLC, a Connecticut limited liability company, as senior lender, and the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, as subordinate lender.

9. Consent and Subordination Agreement by and among the Town of Camp Verde, an Arizona municipality, State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, and Sycamore Vista Limited Partnership, an Arizona limited partnership.

10. Subordination Agreement by and between Sycamore Vista Limited Partnership, an Arizona limited partnership, as borrower, the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, as senior lender, and the Town of Camp Verde, an Arizona municipality, as subordinate lender.

11. Consent and Subordination Agreement by and among Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, and Sycamore Vista Limited Partnership, an Arizona limited partnership.

12. Subordination Agreement by and between Sycamore Vista Limited Partnership, an Arizona limited partnership, as borrower, the Town of Camp Verde, an Arizona municipality, as senior lender, and Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, as subordinate lender.

GAP LOAN PROMISSORY NOTE

January __, 2026

1. Promise to Pay. Sycamore Vista Limited Partnership, an Arizona limited partnership ("**Maker**"), for value received, promises to pay to the Town of Camp Verde, an Arizona municipality (together with any future holder of this GAP Loan Promissory Note, "**Payee**"), whose address is 473 S. Main Street, Suite 102, Camp Verde, Arizona 86322, or at such other place as Payee may designate from time to time, the total sum of One Hundred Twenty Five Thousand and No/100ths Dollars ($125,000.00) (the "**Loan**"), plus interest on the terms and conditions and at the times described in this GAP Loan Promissory Note (this "**Note**").

2. Property. This Note evidences payment for the development of the real property known as Sycamore Vista-Phase 1 located at 357 N. Homestead Parkway, Camp Verde, Arizona 86322 (the "**Property**").

3. Payment and Maturity Date. The Loan repayment term will be thirty (30) years and shall accrue interest at rate of the lesser of two percent (2%) per annum or the Long-Term Applicable Federal Rate for the month of December of each year of the Loan. Payments shall begin August 1, 2026 (the "**Payment Due Date**"), which may be extended in accordance with the number of days after July 1, 2026, if any, Payee is delayed in disbursing the Loan funds to Maker. Commencing on the Payment Due Date and continuing on the same day of each year thereafter until the Maturity Date (the "**Annual Payment**"), Maker shall pay to Payee the greater of: (i) One Thousand and No/100ths Dollars ($1,000.00); or (ii) two percent (2%) of the surplus cash flow for the Property. In the event that Payee determines that the Annual Payment tendered by Maker is insufficient based upon Maker's audited financial statements, which shall be delivered to Payee upon reasonable request, Payee shall invoice Maker for the amount of any insufficiency and Maker shall remit payment of the invoiced amount within thirty (30) days after the date of the invoice. All payments made hereunder shall first be applied to accrued and unpaid interest and then to principal. If not sooner paid, the entire principal balance, together with all accrued and unpaid interest shall be due and payable on January 1, 2056 (the "**Maturity Date**").

4. Application and Place of Payments. Payments received by Payee with respect to the indebtedness evidenced hereby shall be applied in such order and manner as Payee, in its reasonable discretion, may elect. Unless otherwise elected by Payee, all such payments shall first be applied to accrued and unpaid interest at the stated interest rate, next to the principal balance then outstanding hereunder, and the remainder to any additional sums or other costs or added charges provided for herein or in any of the Loan documents (the "**Loan Documents**"). Payments hereunder shall be made at the address for Payee set forth above or at such other address as Payee may specify to Maker in writing.

5. Prepayments. Payments of principal hereof may be made at any time, or from time to time in whole or in part, without penalty, provided that all previously matured interest and other charges accrued to the date of prepayment are also paid in full. Notwithstanding any partial prepayment of principal hereof, there will be no change in the due date or amount of scheduled payments due hereunder unless Payee, in its reasonable discretion, agrees in writing to such

change. At the option of Maker, partial prepayments shall be applied in the inverse order of maturity.

6. Security. Payment of this Note is secured by that certain deed of trust in favor of Payee as "Beneficiary" encumbering Maker's fee interest in the Property (the "**GAP Loan Deed of Trust**").

7. Notices. All notices must be provided as set forth in the GAP Loan Deed of Trust.

8. Default. Failure to make any payment of principal in accordance with Section 3 above or to otherwise perform hereunder or under the GAP Loan Deed of Trust, shall constitute an "**Event of Default**" under this Note and shall cause all of the unpaid principal of this Note, with interest accrued thereon, and any other sums due and payable to become immediately due and payable at the option of Payee. Upon an Event of Default, and in the event there is an acceleration of the maturity of the Loan, or the entire unpaid principal balance of the Loan is then due and payable in accordance with the terms of this Note, all amounts then unpaid under this Note, or any other instrument evidencing or securing the Loan, and any unpaid fees, costs, expenses, or advances payable to Payee from time to time, whether due and owing at the time of the Event of Default, shall bear interest after the date of such acceleration or maturity at the rate equal to ten percent (10%) per annum, and shall be immediately due and payable upon demand by Payee. Delay or failure to exercise any option or right shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any continuing or subsequent Event of Default.

9. Standstill. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the date that is twenty (20) years following the issuance of a certificate of completion for the project on the Property by the Arizona Department of Housing ("**Standstill Period**"), Payee shall have no right to declare an Event of Default, accelerate the indebtedness, or pursue any other right or remedy under this Note. Payee waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

10. Costs and Attorneys' Fees. Maker agrees to pay all of Payee's reasonable costs and attorneys' fees incurred in connection with the Loan, including such fees and costs incurred prior to and after the disbursement of funds to Maker; provided, however, that the total attorneys' fees payable by Maker under this paragraph shall not exceed Five Thousand Dollars ($5,000.00) per loan made to Maker by Payee. If any action is brought to enforce or interpret the provisions of this Note or any other Loan Document, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, subject to the foregoing cap.

11. Loan Documents. All references to this Note, the GAP Loan Deed of Trust, or any of the other Loan Documents include any and all amendments, supplements, extensions and renewals thereof.

12. Reserves. Maker shall establish and comply with all reserve obligations required by the Arizona Department of Housing's 2024-2025 Qualified Allocation Plan for the Low Income Housing Tax Credit Program in connection with this Note.

13. Applicable Law. This Note is governed by, and shall be construed in accordance with the laws of the State of Arizona.

14. Time of Essence. Time is of the essence in the performance of each and every obligation of the Maker hereunder.

15. Payment Without Offset. All payments due hereunder must be paid without offset.

16. Relationship. The relationship between the Maker and the Payee is that of borrower and lender.

17. Waiver and Consent. Maker and any endorser herein waives and agrees not to assert (a) any homestead or exemption; (b) demand, diligence, grace, presentment, notice of dishonor, notice of acceleration maturity protest and default; and (c) recourse to guaranty and suretyship defenses (including without limitation, the right to require the Payee to bring an action on this Note), and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party. No waiver of any payment or other right under this Note may operate as a waiver of any other payment or right.

18. Controlling Document. In the event of any conflict between the terms of this Note and the other Loan Documents, the terms of this Note will control.

19. Singular, Plural. For purposes of this Note, the singular includes the plural and the plural includes the singular.

20. Amendments. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

21. Binding Nature. The provisions of this Note shall be binding upon Maker and the heirs, personal representatives, successors and assigns of Maker, and shall inure to the benefit of Payee and any subsequent holder of all or any portion of this Note, and their respective successors and assigns.

22. Exculpation. The personal liability of the Maker, and of any member of the Maker or any officers of the Maker or such member and of any other person or entity, to pay the principal of and interest on the debt evidenced by this Note shall be limited to (a) the real and personal property of the Project, and (b) the rents, profits, issues, products and income of the Project as they become due and payable, including any received or collected by or on behalf of the Maker after an Event of Default and not applied to the payment of principal and interest due under this Note or payment of utilities, taxes and assessments, insurance premiums and ground rents, if any, on the Project and other reasonable and customary operating expenses of the Project (but not including any fees or other payments of any kind or nature made to the Maker or any affiliate or related entity of the Maker), except not including any amounts to the extent that Maker did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such sums.

This GAP Loan Promissory Note is effective as of the date first above written.

MAKER:

SYCAMORE VISTA LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ____________________________
Name: Mark Breen
Title: Manager

WHEN RECORDED, RETURN TO:

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

(Town of Camp Verde Loan)

Effective as of the date of recording, Sycamore Vista Limited Partnership, an Arizona limited partnership (the "Declarant" or "Owner") whose address is 15957 N. 81st Street, Suite 101, Scottsdale, AZ 85260, hereby agrees to bind itself, its successors and/or assigns and the Project in accordance with this Declaration of Covenants, Conditions, and Restrictions (Town of Camp Verde Loan) (the "Declaration"), for the benefit of the Town of Camp Verde, an Arizona municipality (the "Municipality"), together with any successor and/or assignees to its rights, duties and obligations.

RECITALS

A. The Municipality has been authorized pursuant to Arizona Revised Statutes § 9-441.02 *et seq.* to, among other things, facilitate development of affordable housing in Arizona by providing funding for property development through loans and grants.

B. The Owner applied to the Municipality for certain "gap" funding for the Project (defined below); and the Municipality relied on the representations made in the Owner's application for funding including any documents, materials, reports, appraisals or studies, provided by Owner in support of the application for funding.

C. As consideration, in part, for funding awarded to the Declarant by the Municipality, the Declarant agrees to bind the Project and otherwise abide by the covenants, restrictions, duties and obligations set forth in this Declaration.

D. Among other things, this Declaration describes use restrictions on the Project necessary to comply with the specific program requirements for the source of funding provided by the Municipality to the Project.

E. The Declarant agrees that execution and recordation of this Declaration is a material condition to the Municipality's agreement to provide funding to the Project and that the use of the Project shall be restricted for the term of this Declaration.

AGREEMENT

NOW, THEREFORE, the Declarant, under the terms of this Declaration, intends, declares, acknowledges, and covenants for itself, its successors and assigns that the warranties, covenants, obligations, and duties set forth herein, are covenants running with the Project for the term stated herein and as follows:

1. Incorporation. The above Recitals are incorporated herein and are a part of this Declaration.

2. Definitions. The capitalized terms used in this Declaration shall be understood as follows:

"Affordability Period" means the term of this Declaration beginning on the date of Project Completion and terminating on the last day of the month that is twenty (20) years after the date of Project Completion.

"Department Guidance" means guidance provided from time to time by the Arizona Department of Housing ("ADOH") relevant to multifamily rental development programs that towns administer.

"HUD" means the U.S. Department of Housing and Urban Development.

"Landlord" means Camp Verde Land Holdings, LLC, an Arizona limited liability company.

"Lender" means any provider of funds through a loan or grant, including a government lender other than the Municipality, for the purpose of developing the Project. "Lender" does not include an equity investor in the Project.

"Loan Documents" means this Declaration, the Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement ("Deed of Trust") executed concurrently herewith, the Promissory Note executed concurrently herewith

("Promissory Note"), and other documents executed by the Owner in favor of the Municipality for the purpose of memorializing and securing loans or grants of financial assistance by the Municipality.

"Low-Income Households" means families whose annual incomes do not exceed 60% of the median income for the area, as determined by HUD.

"Project" means the project real property, including all buildings, improvements, and fixtures thereto, that are under common ownership and control, located within the City of Camp Verde, County of Yavapai, at 357 N. Homestead Parkway and commonly known as Sycamore Vista – Phase I that is more specifically described in the Legal Description attached to and incorporated in this Declaration as **Attachment I**.

"Project Completion" means the date referenced as evidenced by a certificate of completion executed by the ADOH.

"Utility Allowance" means the monthly utility allowance authorized by the ADOH in accordance with applicable program requirements for use in determining the maximum amount of rent allowable on a state-housing trust fund-assisted unit. ADOH must establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually. ADOH must use the HUD Utility Schedule Model or otherwise determine the utility allowance based on the type of utilities used at the Project.

3. <u>Use Restrictions</u>. The Declarant covenants that for the term of this Declaration, the Project shall be used as a multifamily rental as follows:

a) Program Requirements. The Project shall comply with all applicable program requirements during the term of this Declaration.

b) Affordability Restrictions. The income and rent restrictions described in **Attachment II** shall apply to all units. During the Affordability Period, Owner shall maintain all units as rental housing and rent or hold available for rental each unit on a continuous basis.

c) Physical Condition Standards. During the Affordability Period, the Owner must maintain the Project suitable for occupancy; and, in decent, safe, and sanitary condition and good repair in accordance with the applicable health, safety, and building codes and federal physical conditions standards described in 24 C.F.R. Pt. 92.251 or such other physical conditions standards as may be adopted by HUD from time to time.

4. <u>Term of Declaration</u>.

a) The Affordability Period of this Declaration shall terminate on the last day of the month that is twenty (20) years after the date of Project Completion.

b) The warranties, covenants, obligations, and duties described in this Declaration shall commence on the date of execution of this Declaration and shall continue in effect during the full term of this Declaration.

c) In the event of transfer of the Project as the result of a judicial foreclosure, trustee's sale, or by deed in lieu of foreclosure to the holder of a legal interest in the Project that is senior in time or right to the Municipality, the warranties, covenants, obligations, and duties described in this Declaration shall terminate.

5. <u>Monitoring and Enforcement</u>. The Municipality may conduct periodic monitoring and review of the Project for the purpose of determining compliance with applicable program requirements and this Declaration. Monitoring and review includes on-site inspections and review of documents supplied to the Municipality by the Declarant or others on behalf of the Declarant or the Project.

a) Entry and Inspection. The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Municipality to conduct on-site inspections of the Project land and improvements and to inspect any facility, document book, and record of the Owner relating to the Project.

b) Certifications. By August 31st of each year, the Owner shall submit to the Municipality all certifications and documentation required under the Deed of Trust, Promissory Note, or any other Loan Document. At a minimum, such submissions shall include: (1) audited financial statements for the most recently completed fiscal year, prepared in accordance with generally accepted accounting principles by an independent certified public accountant; (2) written certification from the Owner confirming compliance with all financial covenants and other material obligations under the Loan Documents; (3) an updated rent roll (if applicable) and occupancy summary for the Project; and (4) any additional reports or disclosures reasonably requested by the Municipality to verify continued compliance with the terms of the loan. All required documentation shall be delivered in form and substance reasonably satisfactory to the Municipality.

c) Books and Records. The Owner shall keep and maintain at the Project all documents, books, and records required by the Deed of Trust, applicable program requirements, and Department Guidance.

d) Information. The Owner shall submit any other information, documents or certifications that the Municipality shall deem reasonably necessary.

e) Breach. The Owner covenants and agrees to inform the Municipality by written notice of any breach of the Owner's obligations hereunder within five (5) business days of first discovering any such breach. Violations shall be cured within the deadlines described in paragraph 6, below. If any such breach is not corrected to the satisfaction of the Municipality within the cure period, the Municipality may, without further notice, declare a default under this Declaration, and the Municipality may apply to any court, state or federal, for any of the remedies described in paragraph 6 of this Declaration.

6. <u>Remedies</u>. Subject to the written requirements of the Deed of Trust, and any agreement between a Lender and the Municipality, if any, in the event that Owner breaches any warranty, covenant, obligation, or duty set forth in this Declaration, and if such breach remains uncured for a period of sixty (60) calendar days after notice thereof by the Municipality, the Municipality shall be entitled to any or all of the remedies described below:

a) If the Municipality determines that the Owner has taken and diligently, continually, and in good faith continues corrective action and that the breach cannot be corrected within the sixty (60)-day cure period, the Municipality may, in its sole discretion, allow the Owner such additional time as may be reasonably necessary to cure the breach;

b) In the event of an uncured breach, the Municipality:

i) May demand return of all funds provided by the Municipality to the Project, plus interest at the default rate described in the Loan Documents; resort to any court having jurisdiction of the subject matter for specific performance of this Declaration, for an injunction against any violation of this Declaration, for an accounting, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Declaration, the Loan Documents, and program requirements, or for initiation of foreclosure proceedings; or such other relief as may be appropriate, it being acknowledged by Owner that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's breach of this Declaration, because the beneficiaries include the Low-Income Households to be benefited by the funds invested by the Municipality to the Project.

ii) Shall be entitled to reimbursement of reasonable attorneys' fees and all costs incurred in any judicial action in which the Municipality shall prevail.

iii) May require reasonable assurances of security for repayments required pursuant to this section in the form of a guaranty or appropriate amendments, revisions, or additions to the Loan Documents, or in the event that there are no Loan Documents by execution and recording of a deed of trust in a form satisfactory to the Municipality.

7. <u>Representations, Covenants and Warranties of Owner</u>. The Owner hereby warrants and covenants that the warranties, covenants, and declaration of obligations and duties set forth herein may be relied upon by the Municipality and all persons interested in Project compliance under the program requirements. In performing its duties and obligations hereunder, the Municipality may rely upon statements and certificates of the Owner pertaining to occupancy of the Project. In addition, the Municipality may consult with counsel, and the authorization and protection in respect of any action taken or suffered by the Municipality hereunder in good faith and in conformity with the opinion of such counsel shall be applicable to the Municipality's reliance upon such opinion of counsel. The Owner further represents, covenants, and warrants to the Municipality that:

a) The Owner:

i) is a limited partnership duly organized under the laws of the State of Arizona, and qualified to transact business within the State of Arizona pursuant to either Title 10 or Title 29, Arizona Revised Statutes;

ii) has the power and requisite authority to own its properties and assets as owned, where owned, and to carry on its business as now being conducted (and as now contemplated) by this Declaration and the Loan Documents;

iii) has the full legal right, power, and authority to execute and deliver this Declaration and the Loan Documents and to perform all undertakings of the Owner hereunder; and

iv) will not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that rental project owners may charge, with ADOH approval;

(1) reasonable application fees to prospective tenants;

(2) parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and

(3) fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.

b) The execution and performance of this Declaration and the Loan Documents by the Owner:

i) will not violate or, if applicable, have not violated any provision of law, rule or regulation, or any order of any court or other governmental agency;

ii) will not violate or, if applicable, have not violated any provision of any indenture, declaration, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and

iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

c) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the real property and improvements constituting the Project free and clear of any lien or encumbrance (subject to the Permitted Encumbrances identified in the Loan Documents).

d) There is presently no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the actual knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as now contemplated) by this Declaration and the Loan Documents or which would materially, adversely affect its financial condition. Neither the Owner, its principals, shareholders, managers, members or general partners, as the case may be, have any judgment entered against them which would, when recorded, constitute a lien against or otherwise impair the security of the Project.

e) The Project as constructed and operated complies with program requirements and consists of one or more proximate buildings or structures containing one or more similarly constructed accommodations containing separate and complete facilities for living, sleeping, eating, cooking and sanitation and facilities which are functionally related and subordinate to such accommodations.

f) No actions will be taken by the Owner which will in any way materially adversely affect the use of the Project.

g) To the extent that the Project involves rehabilitation of existing residential rental units, relocation of tenants complies with all the requirements of the Uniform Relocation Act.

h) The Project is in full compliance with the requirements of the Fair Housing Act Design Standards.

i) Owner has read and is familiar with the relevant federal guidance and Department Guidance that describe the obligations and duties of the Owner to construct or rehabilitate, operate, and maintain the Project.

j) Owner reviewed the terms and conditions of this Declaration and reasonably notified all Lenders that execution of this Declaration is a material condition of the Municipality's agreement to provide funding to the Project.

k) Release and Indemnification. The Owner warrants, covenants, and agrees that it has not relied upon or sought any information from the Municipality, its successors and/or assigns, its agents, counsel or employees in conjunction with the application for, or award of funding for the Project. In conjunction with the Owner's application for funding through the Municipality, Owner acknowledges and agrees for itself and on behalf of any of its partners, limited partners, special limited partners, members, special members or any other constituent entity of Owner, and Owner's successors and/or assigns that it shall hereby release the Municipality, its successors and/or assigns, its agents, counsel and employees from any claim, loss, demand or judgment as a result of the provision of funding of the Project or the recapture of such funding by HUD, including any interest and penalties thereon. Furthermore, Owner, and its successors and/or assigns agree to indemnify the Municipality, its agents, counsel and employees from any claim, loss, demand or judgment, to include reasonable attorney's fees as a result of or arising out the intentionally or grossly negligent ownership, operation, or management of the Project undertaken pursuant to this Declaration.

8. Owner's Obligations and Duties.

a) The Owner agrees that it will not knowingly take or permit to be taken any action which would have the effect, either directly or indirectly, of subjecting the Owner or the Project to noncompliance with Arizona law. Moreover, Owner agrees to take any lawful action (including amendment of this Declaration as may be necessary in the opinion of the Municipality) to comply fully with pertinent law and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by HUD from time to time pertaining to Owner's obligations under the program regulations.

b) The Owner agrees that it will not cause or acquiesce in its voluntary or involuntary dissolution or otherwise fail to correct within ninety (90) days after legal notice thereof, any breach of, violation of, or practice that is materially inconsistent with laws of the State of Arizona or other jurisdiction in which Owner is organized relating to the regulation and formation of business entities, or Owner's Articles of Organization, Bylaws, or other such writing setting forth the formalities and requirements of Owner's form of organization.

c) The Owner agrees not to discriminate on the basis of race, creed, color, sex, age, disability, marital status, or national origin in the leases for occupancy of the Project or in conjunction with the employment or application for employment of any person or persons for the operation and management of said Project.

d) Religious Organizations. During the term of this Declaration, the Project will not be provided for rental or use to any primarily religious organizations, such as churches, for any activity including secular activities. The Project must be used exclusively by the Owner entity for secular purposes, available to all persons regardless of religious affiliation. In particular, there must be no religious or membership criteria for tenants of the Project.

e) During the term of this Declaration, Owner shall comply with all federal, state and local laws, codes, ordinances, rules and regulations, conditions, and assurances, and shall keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required with regard to the Project. Furthermore, Owner shall abide by all requirements of its respective corporate form, its Articles of Organization and Bylaws, and remain at all times in good standing with the agencies having regulatory jurisdiction over it.

f) The Owner agrees that if it shall become aware of any situation, event, or condition which would result in noncompliance of the Project or the Owner with this Declaration or program requirements, then the Owner shall promptly give written notice thereof to the Municipality.

g) Project Records.

i) Owner shall keep and maintain the Project Records described in 24 C.F.R. Pt. 92.508(a)(3) and (7)(i)(A) (equal opportunity and fair housing records) and (7)(ii)(A)(affirmative marketing process records). If Owner received funds as a Community Housing Development Organization ("CHDO"), then Owner shall also keep and maintain the CHDO Records described in 24 C.F.R. Pt. 92.508 (a)(4).

ii) Period of Record Retention: All records described in subparagraph (i) above plus all pertinent documents, books, papers, accounts, reports, files, tenant lists, applications, leases, waiting lists, income examinations, and other records relating to the Project specified in this Declaration shall be retained for five (5) years following expiration of this Declaration. Notwithstanding the foregoing, if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the term of this

Declaration, the records must be retained for five (5) years following completion of the action and resolution of all issues which arise from it, or for five (5) years following the expiration of the term of this Declaration, whichever is later.

h) Inspection and/or Audit of Records: Owner shall make available at all reasonable times, for inspection, transcription, excerpting, examination, copying, and audit by the Municipality, the State Auditor General, HUD, the Comptroller General of the United States or any of their representatives and designees, all pertinent books, documents, papers, accounts, reports, files, tenant lists, applications, leases, waiting lists, income examinations and other records (hereinafter referred to as "Records") relating to the Project specified herein. Upon request by such inspecting or auditing entity, a legible copy of all such Records shall be produced by the Owner at the specified office of, the Municipality, the State Auditor General, or at any other reasonable location. The original of all such Records shall also be available and produced for inspection, copying, and audit when needed to verify the authenticity of a copy.

i) Transfer Restrictions.

i) Except as provided in subparagraphs (ii) and (iii), below, the Owner may sell, transfer or exchange the Project or individual buildings at any time, upon prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed. In addition, the Municipality will require in advance of the transfer of the Project to any buyer or successor or other person acquiring the Project or any interest therein a written agreement, in a form satisfactory to the Municipality that the transfer is subject to the requirements of this Declaration, program requirements and the Loan Documents. Notwithstanding the foregoing, nothing in this subparagraph shall affect the rights of a Lender to approve the proposed transfer as required under a Lender loan document.

ii) The Owner further covenants and agrees not to dispose of less than all of its interest in any building composing the Project.

iii) The Owner shall not grant commercial leases or licenses relating to the Project (other than commercial leases with respect to insubstantial portions of the Project on a square footage basis) or permit the sale, transfer, conveyance or other encumbrance of the Project or any portion thereof during the effective term of this Declaration, provided that this Declaration shall not apply to any encumbrance, conveyance or transfer in conjunction with a sale, transfer or other conveyance of the Project that complies with the requirements of the Loan Documents and this Declaration.

9. <u>Casualty, Condemnation, and Eminent Domain</u>. Subject to the written requirements of the Deed of Trust of even date with this Declaration, and an agreement between a Lender and the Municipality, if any, the Owner represents, warrants and agrees that if the Project, or any portion thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, that the proceeds of any such condemnation or acquisition shall be assigned in full and paid to the Municipality as required by the Loan Documents, who shall cause such proceeds to be used to repair and restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Project in accordance with the terms of the Loan Documents and this Declaration; provided, however, that if repair or restoration of the Project is not practicable, the Owner shall not be obligated to repair or restore the Project, and an award of damages under this paragraph up to the amount of the unpaid principal and accrued interest of the Obligation Secured described in the Loan Documents may be retained by the Municipality and any remaining balance shall be paid to Declarant. The Municipality shall be a party to any agreement relating to the use of condemnation proceeds or insurance proceeds from damage to the Project to repair and restore the Project. The Municipality may, at the Municipality's option, appeal from any such award in the name of Declarant.

10. <u>Covenants Run with the Land; Successors Bound Thereby.</u>

a) Upon execution and delivery by the Owner, the Owner shall cause this Declaration and all amendments and attachments hereto to be recorded and filed in the official records of the county recorder's office in the county in which this Project is located and, if applicable, with the recording office of the appropriate Indian tribe if the Project is located on tribal land, and pay all fees and charges incurred in conjunction with recording of this Declaration and all addenda or amendments thereto. Upon recording, the Owner shall immediately transmit or cause to be sent directly from the recorder's office to the Municipality an executed original of the recorded Declaration showing the date, book and page number of recording. Where pertinent, the Municipality may require Owner to furnish a condition of title report for the Project prior to or after recordation of this Declaration.

b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project and land upon which the Project is constructed that, during the term of this Declaration, all of the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project: (i) shall be and are covenants running with the Project, encumbering the Project and land upon which the Project sits for the term of this Declaration, and are binding upon the Owner's successors in title and all subsequent owners and operators of the Project and the land upon which the Project sits; (ii) are not merely personal covenants of the Owner; and, (iii) shall bind the Owner and its and their respective successors and assigns during the term of this Declaration.

c) The Owner hereby agrees that any and all requirements of the laws of the State of Arizona to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate or title are intended to be satisfied hereby, or in the alternative, that an equitable servitude has been created to ensure that these restrictions will run with the land. For the term of this Declaration, each and every contract, deed or other instrument hereinafter executed conveying the Project or any portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project or any portion thereof provides that such conveyance is subject to this Declaration.

d) The Owner further covenants and agrees to obtain the consent of any prior recorded lien holder on the Project to this Declaration and the recording thereof, and such consent shall be a condition precedent to the execution of this Declaration.

11. Subordination. Except for the "Permitted Encumbrances" identified in the Loan Documents or an intercreditor and subordination agreement or similar agreement executed by and between the Municipality and a Lender, the Owner warrants that it has not and will not execute any other agreement, lien or security interest, or otherwise become a party to such an agreement, lien or security interest with provisions contradictory to, or in opposition to, the provisions of this Declaration, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede the requirements and conflicts contained in any other agreement. In the event of a conflict between the provisions of this Declaration and the Loan Documents, the provisions of the Loan Documents shall control.

12. Effect of Other Restrictive Covenants. In the event that the Project is subject to declarations of restrictive covenants relating to other governmental sources of funding, then the more restrictive requirements shall apply.

13. Amendment. This Declaration may be amended with the prior written approval of the Municipality to correct factual errors contained herein or to reflect changes in pertinent law, and program requirements. No amendment to this Declaration may be made without the prior written approval of the Municipality. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Municipality's legal counsel, are reasonably necessary or desirable to correct factual errors or for maintaining compliance with program requirements.

14. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

15. Nonwaiver. The failure of the Municipality at any time to require performance of any provision or to resort to any remedy provided under this Declaration, or the Municipality's agreement to provide accommodation outside the terms of this Declaration, shall in no way affect the right of the Municipality to require contract performance or to resort to a remedy at any time, or to refuse to make accommodation thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

16. Notices. All notices to be given pursuant to this Declaration shall be in writing and delivered personally or by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such

other place as a party may from time to time designate in writing. Such notice shall be deemed effective upon receipt if given by personal delivery or three (3) days after the mailing thereof if given by certified or registered mail.

To the Municipality:	Town of Camp Verde 473 S. Main Street, Suite 102 Camp Verde, Arizona 86322 Attention: Economic Development Director
To the Owner:	Sycamore Vista Limited Partnership 15957 N. 81st Street, Suite 101 Scottsdale, AZ 85260 Attention: Mark Breen, Manager

The Municipality, and the Owner, may, by notice given hereunder, designate any future or different addresses to which subsequent notices; certificates or other communications shall be sent.

17. Governing Law. This Declaration shall be governed by the laws of the State of Arizona and, where applicable, the laws of the United States of America.

18. Venue. The parties consent to venue in the Arizona Superior Court for Maricopa County for any legal action arising under this Declaration.

19. Survival of Obligations. The obligations of the Owner as set forth herein shall survive the disbursement of the funding that is the subject of this Declaration. Notwithstanding the full repayment of the loan evidenced by the Promissory Note and the Owner's release from all obligations arising thereunder, the obligations and responsibilities set forth in this Declaration shall remain in full force and effect for so long as the Land Use Restrictive Agreement between the Owner and the State of Arizona remains applicable to or governs the Project.

20. Counterparts. This Declaration may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement.

[***SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES***]

IN WITNESS WHEREOF, the Declarant, Landlord, and Municipality have caused this Declaration to be executed as of the day and year first written below.

DECLARANT/OWNER:

SYCAMORE VISTA LIMITED PARTNERSHIP,
an Arizona Limited Partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ________________
Name: Mark Breen
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the___day of ________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista Limited Partnership, an Arizona Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________ ______________________________________

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

LANDLORD:

CAMP VERDE LAND HOLDING, LLC,
an Arizona limited liability company

By: _______________
Name: Jessica Raymond
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the ______ day of __________ 2026, before me, a Notary Public, personally appeared Jessica Raymond, the Manager of Camp Verde Land Holding, LLC, an Arizona limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____ ____

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

MUNICIPALITY:

TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF Arizona)
) ss.
County of Yavapai)

On this the ____day of _________________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared___________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____ ____

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

ATTACHMENT I

Legal Description of the Project

For APN/Parcel ID(s): 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The following is a description of a parcel of land, being a portion of the Southeast quarter of Section 25, 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 that document recorded in Recording No: 2024-0013535 [Record Source #1 (R1)] and Recording No. 2024-0013536 [Record Source #2], records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings(R1,R2)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1,R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet (R1,R2) [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West, a distance of 880.63 feet (R1,R2) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", on said Southerly line "North Homestead Parkway" ;

Thence South 21°59′07″ East, a distance of 357.31 feet [South 21°59′07″ East (R1, R2)] to a set plastic cap atop a ½ inch rebar stamped "RLS 48860", marking a point on the East line of said (R2) and the POINT OF BEGINNING;

Thence South 21°59'07" East, a distance of 414.16 feet [South 21°59'07" East (R2)] to a set plastic cap atop 1/2 inch rebar stamped "RLS 48860", marking a point on the South line of said (R2);

Thence South 82°20'17" West, a distance of 168.57 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking an angle point on the South line (R2);
Thence South 65°25'44" West, a distance of 370.41 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking the Southwest corner of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 67°58'56" West, a distance of 3864.79 feet (R1);

Thence along said curve to the left, through a central angle of 05°57'08", an arc length of 401.49 feet [also being subtended by a chord bearing of North 24°59'37" West, having a chord length of 401.31 feet] to a set plastic cap atop ½ inch rebar stamped "RLS 48860", marking a point on the Westerly line of said (R1);

Thence North 65°25'49" East, a distance of 255.75 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence South 21°58'08" East, a distance of 23.03 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence North 68°01'52" East, a distance of 298.94 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

A 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in on over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet on either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings (R1)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch",

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West , a distance of 880.63 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00′ 53″ West , a distance of 478.78 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09′ 39″, an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05′ 42″ West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49′ 43″ East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18′ 50″ East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49′ 34″ East, a distance of 20.98 feet (R1), to the point of TERMINUS:

The side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

ATTACHMENT II

Occupancy Restrictions and Project Unit Characteristics

This Attachment describes the specific affordability requirements and occupancy restrictions for the Project required by the applicable program regulations and the project characteristics as described and represented to the ADOH by the Owner in the materials described in Recital paragraph C. The Project shall be operated and maintained according to the unit mix and with the amenities described herein.

1. Residential Rental Unit Mix. The Owner acknowledges that the Project will consist of eight **(8)** residential buildings and one **(1)** non-residential building. The Project's unit mix will include a total of eighty **(80)** units: zero **(0)** one-bedroom one-bathroom, zero **(0)** two-bedroom one-bathroom, twelve **(12)** two-bedroom two-bathroom, forty **(40)** three-bedroom two-bathroom, twenty-eight **(28)** four-bedroom two-bathroom units. Of the eighty **(80)** units twenty-seven **(27)** are to be rented at market rates, and fifty-three **(53)** units are to be rented to Low-Income Households.

2. Tenant Income and Rent Restrictions. No less than one **(1)** two-bedroom, three **(3)** three-bedroom units, and four **(4)** four-bedroom units must be designated as ADOH state housing trust fund-assisted units and will be configured as follows: all such units must be reserved for Low-Income Households, and the rents, paid by the tenants, on all those units shall be no greater than the Low-Income Household rent limit for the unit, adjusted for a tenant-paid Utility Allowance.

3. Proposed Rents. The following are the **proposed** rent limits for all units as provided in the application by the Owner. All future rent increases must be approved in writing by the ADOH Compliance Department prior to implementation.

Two Bedroom 60% - $1,222.00 gross rent

Three Bedroom 60% - $1,413.00 gross rent

Four Bedroom 60% - $1,576.00 gross rent

When Recorded Return To:

Arizona Department of Housing
ATTN: Rental Programs Administrator
1110 West Washington Street, Suite 280
Phoenix, Arizona 85007

SUBORDINATION AGREEMENT

EFFECTIVE DATE: ________________, 2026

BORROWER: Sycamore Vista Limited Partnership,
an Arizona limited partnership
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260-1851

SENIOR LENDER: State of Arizona, Arizona Department of Housing,
a constituent department and an agency of the State of Arizona
1110 West Washington Street, Suite 280
Phoenix, AZ 85007
Attn: Asset Manager

SUBORDINATE LENDER: Town of Camp Verde,
an Arizona municipality
473 S. Main Street, Suite 102
Camp Verde, AZ 86322

BACKGROUND

A. Senior Lender has made or agreed to make a gap loan to Borrower in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Senior Loan"), made pursuant to that certain Funding Agreement No. 421-24 by and between Senior Lender and Borrower (the "Senior Funding Agreement"). The Senior Loan is evidenced by, among other things, a Promissory Note State Housing Trust Funds for Rental Development Projects by and between Senior Lender and Borrower (the "Senior Note"), and a Declaration of Covenants, Conditions, and Restrictions (State Housing Trust Fund Program) (the "Senior Declaration"). The Senior Loan is secured by, among other things, a Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement executed by Borrower in favor of Senior Lender (the "Senior Deed of Trust"), which was recorded in the Official Records of Yavapai County, Arizona on December 5, 2025, and a UCC-1 Financing Statement, filed with the appropriate financial institutions of the State of Arizona concurrently therewith, all as encumbrances upon the real property legally described on Exhibit A attached hereto (the "Property"). The Senior Funding Agreement, Senior Note, Senior Declaration, Senior Deed of Trust, and other documents evidencing, securing, or otherwise relating to the Senior Loan, including without any limitation, UCC-1 financing statement(s), are collectively referred to as the "Senior Loan Documents".

B. Subordinate Lender has made or agreed to make a gap loan to Borrower in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) (the "Subordinate Loan"). The Subordinate Loan is evidenced by, among other things, a Gap Loan Promissory Note (the "Subordinate Note"), and is secured by, among other things, a Gap Loan Deed of Trust, executed by Borrower in favor of Subordinate Lender (the "Subordinate Deed of Trust"), which will be recorded in the Official Records of Yavapai County, Arizona concurrently herewith, as an encumbrance upon the Property. The Subordinate Note and Subordinate Deed of Trust, and other documents evidencing, securing, or otherwise relating to the Subordinate Loan, including without limitation, any UCC-1 Financing Statement(s), are collectively referred to as the "Subordinate Loan Documents".

C. As of the Effective Date, the Subordinate Loan is not in default.

D. As a condition precedent to the making of the Senior Loan, Senior Lender has required Subordinate Lender to subordinate the lien of the Subordinate Deed of Trust to the lien of the Senior Deed of Trust on the terms and conditions, and to the extent, set forth below.

E. Senior Lender and Subordinate Lender (collectively, "Lenders" or either of them, a "Lender") have entered into this Subordination Agreement (this "Agreement") to establish the priorities of their real and personal property interests described in the Senior Loan Documents and the Subordinate Loan Documents (collectively, the "Collateral") and to set forth certain other agreements between them regarding their relative rights against Borrower and the Collateral, and Borrower has also entered this Agreement to acknowledge its agreement with, and approval of, such terms.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties represent, warrant and agree as follows:

1. **Lien Subordination.** Without waiving Subordinate Lender's right to enforce the Subordinate Loan Documents in the event of a default, Subordinate Lender hereby unconditionally and irrevocably subordinates the lien of the Subordinate Deed of Trust, any other liens in personal property securing the Subordinate Loan and evidenced by the Subordinate Loan Documents or any UCC-1 financing statement(s), and all of Subordinate Lender's rights, remedies and privileges thereunder to the lien of the Senior Deed of Trust, any other liens in real and

personal property securing the Senior Loan and evidenced by the Senior Loan Documents or any UCC-1 financing statement(s), and all of Senior Lender's rights, remedies, and privileges thereunder and to all advances or charges made or accruing under the Senior Loan Documents. This Agreement extends to and includes, without limitation, the unconditional and irrevocable subordination of the liens of the Subordinate Loan Documents to: (i) the Senior Loan, the liens of the Senior Loan Documents and any and all advances under the Senior Loan Documents; (ii) all terms, provisions, covenants, agreements and conditions of, and all claims under or relating to, the Senior Deed of Trust (including those relating to the determination and disposition of insurance proceeds, condemnation awards, sales proceeds and similar amounts and the obligations of any guarantor), subject to Section 5 below; (iii) all fees, expenses, indemnities and other amounts payable to Senior Lender under the Senior Loan Documents; (iv) any and all amendments, modifications, extensions, renewals, increases or consolidations of the Senior Loan Documents so long as such amendments, modifications, increases or consolidations do not increase the original principal amount of the Senior Loan, the applicable interest rate, or the term, except for amounts expended by Senior Lender to preserve the Property.

2. **<u>Consent to Senior Loan</u>.** Subject to the terms of this Agreement, and without waiving any rights it may have under the Subordinate Loan Documents that may prohibit any further senior or subordinate financing, Subordinate Lender hereby consents to the Senior Loan, Borrower's execution and acknowledgment of the Senior Funding Agreement, Senior Note, Senior Deed of Trust and any other Senior Loan Document, and the existence of Senior Lender's senior lien against the Collateral pursuant to the Senior Loan Documents. Subordinate Lender acknowledges and agrees that Senior Lender would not make the Senior Loan without this Agreement. Senior Lender may rely upon the agreements, acknowledgements, and information set forth herein in connection with the Senior Loan to Borrower.

3. **<u>Payments</u>**. Senior Lender hereby consents to the Subordinate Lender collecting payments from Borrower under and pursuant to the Subordinate Loan Documents.

4. **<u>Defeasance of Payments</u>.** If and to the extent that any payment under the Senior Loan Documents or Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is declared by any court of competent jurisdiction to be a fraudulent conveyance or a preference, set aside, or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar person, the Senior Loan or Subordinate Loan, or such part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred. Similarly, if and to the extent that any payment under the Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is required to be paid to Senior Lender under the terms of this Agreement, or otherwise, then if such payment is actually recovered by, or paid over to, Senior Lender, the Subordinate Loan(s), or such part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred; however, nothing herein requires Subordinate Lender to pay over to

Senior Lender any payment that is claimed and/or declared to be a fraudulent conveyance or a preference, set aside or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law. If and to the extent that any payment under the Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is required to be paid to Senior Lender under the terms of this Agreement, or otherwise, and then if such payment is actually required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, and such payment is recovered by, or paid over to such trustee, receiver or other similar person, then the Senior Loan and Subordinate Loan, and such parts thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred.

5. **Insurance and Condemnation Provisions.**

5.1. Subordinate Lender hereby subordinates all of its right, title, interest or claim in and to: (i) all proceeds of all policies of insurance covering all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof or insuring the Borrower, and (ii) all awards or other compensation made for any taking of all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof, to the rights of Senior Lender in and to such insurance proceeds and condemnation awards.

5.2. So long as any indebtedness remains outstanding under the Senior Loan Documents, Senior Lender shall be entitled to receive any and all insurance or condemnation awards or proceeds for all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof, either for application to such indebtedness or for such repair, reconstruction, or renewal of the Property as Senior Lender shall direct in its sole discretion. If, following any such application or disposition of the insurance proceeds or condemnation awards and other compensation, any balance remains, then such excess shall be made payable to Subordinate Lender, or if Subordinate Lender's rights to receive such proceeds are disputed by the Borrower or other parties, then Senior Lender may either make such excess payable to the joint order of Borrower and Subordinate Lender as their interests may appear under the Subordinate Loan Documents, or Senior Lender may interplead such excess into court for further disposition.

5.3. Subordinate Lender agrees at any time, and from time to time, to execute such documents as Senior Lender or an insurer may reasonably require to confirm that any rights that Subordinate Lender may have as a loss payee or additional insured are expressly subject and subordinate to the rights of Senior Lender as an additional insured or loss payee. If any insurance or condemnation awards or proceeds are tendered or paid to Subordinate Lender in violation of this Section 5, Subordinate Lender shall immediately tender such awards or proceeds to Senior Lender.

6. **Waivers.** Except expressly provided herein, neither Lender has made any representations to the other Lender about Borrower's creditworthiness or the Property, nor is either Lender relying on the underwriting or due diligence investigation of the other Lender.

7. **Notices.** Any notices given to any party hereunder shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail, postage prepaid, return receipt requested and addressed to such party at the addresses provided on the cover page , or to such other address(es) or addressee(s) as the party to be served with notice may have furnished in writing to the other party, effective three (3) days after mailing.

8. **Construction**. This Agreement shall be construed as a whole, in accordance with the fair meaning of its language, and as each party has been represented by legal counsel of its choice in the negotiation and drafting of this Agreement, neither this Agreement nor any provision thereof shall be construed for or against either party by reason of the identity of the party drafting this, or any portion of this Agreement.

9. **Other Provisions.**

9.1. Subordinate Lender may assign Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent to another constituent department and/or agency of the State of Arizona.

9.2. Senior Lender shall provide Subordinate Lender with notice of Senior Lender's intent to assign its interest in the Senior Loan to another party. Senior Lender shall not assign Senior Lender's interest in the Senior Loan without the prior written consent of Subordinate Lender, and such consent shall not be unreasonably withheld.

9.3. Subordinate Lender acknowledges and agrees that Senior Lender would not make the Senior Loan without this Agreement.

9.4. Subordinate Lender acknowledges having received and reviewed, or an opportunity to receive and review copies of the Senior Note and the Senior Deed of Trust and consents to and approves all of the provisions thereof.

9.5. This Agreement constitutes the entire agreement between the parties, and as long as all or any part of the Senior Note remains unsatisfied, shall supersede and render unenforceable any inconsistent prior agreements regarding the subordination of the Subordinate Loan and any liens or rights created thereunder.

9.6. If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

9.7. This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, successors and assigns.

9.8. This Agreement is construed by and governed in accordance with the laws of the State of Arizona.

9.9. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Senior Lender has duly executed and delivered this Subordination Agreement as of the Effective Date.

SENIOR LENDER:
STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING,
a constituent department and an agency of the State of Arizona

By: ______________________________

Ruby Dhillon-Williams, Director
or Joan Serviss, Deputy Director
or Keon Montgomery, Assistant Deputy Director/Housing & Community Development

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________ ______________________________

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Subordinate Lender has duly executed and delivered this Subordination Agreement as of the Effective Date.

SUBORDINATE LENDER:
TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ____________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____________________________________ _____________________________________

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Subordination Agreement as of the Effective Date.

BORROWER:
SYCAMORE VISTA LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
Its General Partner

By: ___________________________
Name: Mark Breen
Title: Manager

STATE OF _______________)
) ss.
County of ________________)

On this the ________ day of ________________________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista Limited Partnership, an Arizona limited partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

My commission expires:___________________ ____________________________________
Notary Public

[STAMP/SEAL]

62844051/071219.0003

Exhibit A

Legal Description of Real Property

For APN/Parcel ID(s): 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The following is a description of a parcel of land, being a portion of the Southeast quarter of Section 25, 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 that document recorded in Recording No: 2024-0013535 [Record Source #1 (R1)] and Recording No. 2024-0013536 [Record Source #2], records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings(R1,R2)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1,R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet (R1,R2) [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West, a distance of 880.63 feet (R1,R2) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", on said Southerly line "North Homestead Parkway" ;

Thence South 21°59′07″ East, a distance of 357.31 feet [South 21°59′07″ East (R1, R2)] to a set plastic cap atop a ½ inch rebar stamped "RLS 48860", marking a point on the East line of said (R2) and the POINT OF BEGINNING;

Thence South 21°59'07" East, a distance of 414.16 feet [South 21°59'07" East (R2)] to a set plastic cap atop 1/2 inch rebar stamped "RLS 48860", marking a point on the South line of said (R2);

Thence South 82°20'17" West, a distance of 168.57 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking an angle point on the South line (R2);
Thence South 65°25'44" West, a distance of 370.41 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking the Southwest corner of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 67°58'56" West, a distance of 3864.79 feet (R1);

Thence along said curve to the left, through a central angle of 05°57'08", an arc length of 401.49 feet [also being subtended by a chord bearing of North 24°59'37" West, having a chord length of 401.31 feet] to a set plastic cap atop ½ inch rebar stamped "RLS 48860", marking a point on the Westerly line of said (R1);

Thence North 65°25'49" East, a distance of 255.75 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence South 21°58'08" East, a distance of 23.03 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence North 68°01'52" East, a distance of 298.94 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

A 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in on over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet on either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings (R1)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch",

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West , a distance of 880.63 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00′ 53″ West , a distance of 478.78 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09′ 39″, an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05′ 42″ West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49′ 43″ East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18′ 50″ East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49′ 34″ East, a distance of 20.98 feet (R1), to the point of TERMINUS:

The side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

WHEN RECORDED UPLOAD ELECTRONIC COPY TO:

Arizona Department of Housing
1110 W. Washington, Suite 280
Phoenix, AZ 85007

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (this "Agreement"), effective as of the date of recording (the "Effective Date"), delivered by the Town of Camp Verde, an Arizona municipality, and its successors and assigns (the "Lender"), to the State of Arizona, Arizona Department of Housing, a constituent department and an agency of the State of Arizona, together with its successor and/or assignees to its rights, duties and obligations (the "Department"); and is acknowledged to by Sycamore Vista Limited Partnership, an Arizona limited partnership ("Owner").

RECITALS

A. The Department has been designated by the State of Arizona pursuant to Arizona Revised Statute Section 41-3951 *et seq*., and by the Arizona Revised Statutes Section 35-728(B) and (E) as the designated housing credit agency for the State of Arizona for allocation of tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (collectively the "Code");

B. The Owner is or shall acquire a fee or lessee's interest in an eighty (80) unit residential rental housing project located on lands within the City of Camp Verde, County of Yavapai, State of Arizona as more fully described in Exhibit A attached hereto and incorporated herein (the "Project");

C. In connection with the Owner's acquisition of its interest in the Project, the Lender made a loan in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) to Owner (the "Loan"). The Loan is evidenced by that certain Gap Loan Promissory Note in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) made by the Owner to the order of the Lender (the "Note");

D. The Owner's repayment of the Loan and performance of the terms of the Note is secured by a lien on the Project created by that certain Gap Loan Deed of Trust, dated _________________, and recorded on __________________ in the official records of the State of Arizona, County of Yavapai Recorder's Office at Instrument No. ___________________ (the "Deed of Trust") (the Note, the Deed of Trust and each and every other document and instrument executed by the Owner in connection with the making of the Loan by the Lender are collectively referred to as the "Lender Loan Documents");

E. The Department and the Owner have entered into that certain Declaration of Affirmative Land Use and Restrictive Covenants Agreement recorded on December 5, 2025, in the official records of the State of Arizona, County of Yavapai Recorder's Office (the "Declaration"), pursuant to which, under the terms of the Declaration, the Department shall allocate federal tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended (collectively, the "Code") to the Project;

F. The allocation of the Tax Credits to the Project by the Department is of material benefit to the Lender;

G. Certain provisions of the Declaration are required by federal law to protect the rights of the Project's tenants in the event the Project is acquired by foreclosure or instrument in lieu of foreclosure; and

H. The Department requires the execution and delivery of this Agreement by the Lender and the Owner as a condition to the Department's entering into the Declaration.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

<u>AGREEMENT</u>

1. <u>Accuracy of the Recitals</u>. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. <u>Consent to Execution</u>. The Lender hereby consents to the execution by the Owner of the Declaration.

3. <u>Subordination.</u> The Lender hereby subordinates its lien(s) to the rights and interests created pursuant to paragraph 9(b) of the Declaration.

4. <u>Acknowledgment and Agreement Regarding Three-Year Period After Termination</u>. The Lender acknowledges and agrees that pursuant to paragraph 9(a) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with the Owner a purpose of which is to terminate such period); provided, however, Lender hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of paragraph 9(b) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the Project.

5. <u>Lender Loan Documents</u>. The Lender agrees that should any provision of any Lender Loan Document purport to limit or impair any rights of the Department under paragraph 9(b) of

the Declaration, then such provision shall be of no force and effect to the extent necessary to ensure there is no such limitation or impairment on the rights of the Department.

6. Absolute Subordination. The Department shall have absolutely no duty or responsibility, and the priority of the provisions of paragraph 9(b) of the Declaration over the Lender Loan Documents shall in no way be affected or diminished by any failure of the Department, regarding any act or omission by the Department relating to the provisions of paragraph 4 of the Declaration, the Owner or otherwise.

7. Controlling Instrument. In the event of any conflict between this Agreement and any of the Lender Loan Documents, this Agreement shall control to the extent of such inconsistency.

8. Successors, Assigns and Participants. This Agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, participants, successors and assigns.

9. Counterparts. This Agreement may be executed in any one or more counterparts, each of which in the aggregate shall constitute one and the same Agreement.

10. Governing Law. This Agreement shall be controlled by, governed in accordance with and enforced under the internal laws of the State of Arizona without regard to conflicts of law principles.

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Lender has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

AGREED:

LENDER:
TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________________	______________________________________
Notary Expiration Date	Signature of the Notary Public for Lender

[STAMP/SEAL]

RECEIVED AND ACKNOWLEDGED:

DEPARTMENT:
State of Arizona, Arizona Department of Housing,
a constituent department and an agency of the State of Arizona

By: ______________________________
Ruby Dhillon-Williams, Director
or Joan Serviss, Deputy Director
or Keon Montgomery, Assistant Deputy Director/Housing & Community Development

STATE OF Arizona)
) ss.
County of Maricopa)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________	______________________________
Notary Expiration Date	Signature of the Notary Public for Department

[STAMP/SEAL]

ACKNOWLEDGED:

OWNER:
SYCAMORE VISTA LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC
Its: General Partner

By: ______________________________
Mark Breen
Its: Manager

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________________ ____
Notary Expiration Date Signature of the Notary Public for Owner

[STAMP/SEAL]

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The following is a description of a parcel of land, being a portion of the Southeast quarter of Section 25, 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 that document recorded in Recording No: 2024-0013535 [Record Source #1 (R1)] and Recording No. 2024-0013536 [Record Source #2], records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings(R1,R2)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1,R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1,R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet (R1,R2) [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West, a distance of 880.63 feet (R1,R2) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", on said Southerly line "North Homestead Parkway" ;

Thence South 21°59′07″ East, a distance of 357.31 feet [South 21°59′07″ East (R1, R2)] to a set plastic cap atop a ½ inch rebar stamped "RLS 48860", marking a point on the East line of said (R2) and the POINT OF BEGINNING;

Thence South 21°59'07" East, a distance of 414.16 feet [South 21°59'07" East (R2)] to a set plastic cap atop 1/2 inch rebar stamped "RLS 48860", marking a point on the South line of said (R2);

Thence South 82°20'17" West, a distance of 168.57 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking an angle point on the South line (R2);
Thence South 65°25'44" West, a distance of 370.41 feet (R2) to a found plastic cap atop a 1/2 inch rebar stamped "RLS 37401", marking the Southwest corner of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 67°58'56" West, a distance of 3864.79 feet (R1);

Thence along said curve to the left, through a central angle of 05°57'08", an arc length of 401.49 feet [also being subtended by a chord bearing of North 24°59'37" West, having a chord length of 401.31 feet] to a set plastic cap atop ½ inch rebar stamped "RLS 48860", marking a point on the Westerly line of said (R1);

Thence North 65°25'49" East, a distance of 255.75 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence South 21°58'08" East, a distance of 23.03 feet, to a set plastic cap atop a 1/2 inch rebar stamped "RLS 48860";

Thence North 68°01'52" East, a distance of 298.94 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

A 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in on over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet on either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54′ 24″ East, at a distance of 2648.79 feet [Basis of Bearings (R1)];

Thence South 89° 54′ 24″ East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch",

Thence South 36° 53′ 04″ East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39′ 29″ East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32′ 23″ East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04′ 11″ East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54′56″, an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58′ 21″ West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00′ 53″ West , a distance of 880.63 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00′ 53″ West , a distance of 478.78 feet (R1) to a set plastic cap atop a ½″ rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09′ 39″, an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05′ 42″ West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49′ 43″ East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18′ 50″ East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49′ 34″ East, a distance of 20.98 feet (R1), to the point of TERMINUS:

The side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

PHASE 2

When recorded, return to:

Fennemore Craig P.C.
Attn: Brett D. Siglin, Esq.
2394 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

GAP LOAN DEED OF TRUST

DATE: January __, 2026

PARTIES:

Trustor:	Sycamore Vista II Limited Partnership, an Arizona limited partnership
Trustor's Address:	15957 N. 81st Street, Suite 101 Scottsdale, AZ 85260 Attn: Mark Breen
Trustee:	Chicago Title Agency, Inc., an Arizona corporation
Trustee's Address:	8800 East Raintree Drive, Suite 230 Scottsdale, Arizona 85260
Beneficiary:	Town of Camp Verde, an Arizona municipality
Beneficiary's Address	473 S. Main Street, Suite 102, Camp Verde, Arizona 86322

1. GRANT IN TRUST. For good and valuable consideration, Trustor irrevocably grants to Trustee, its successors and assigns, in trust, pursuant to the terms and conditions set forth in this GAP Loan Deed of Trust (this "**Deed of Trust**"), with the power of sale and right of entry and possession, all of Trustor's right, title, and interest in and to that certain real property located in Yavapai County, Arizona, and legally described on the attached **Exhibit A** (the "**Premises**"), subject to all matters of record as of the date of this Deed of Trust, together with all buildings and improvements now or hereafter erected thereon, and all fixtures attached to or used in connection with the Premises (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits, or income therefrom (hereinafter "**Property Income**"), subject however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such Property Income. All property or other rights, including, without limitation, the Premises, granted,

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transferred, and assigned to Trustee under this Deed of Trust shall be referred to collectively as the "**Trust Property**."

2. SECURED OBLIGATION. This Deed of Trust has been executed and delivered by Trustor for the purpose of securing the payment of all indebtedness evidenced by that certain GAP Loan Promissory Note of even date in the original principal amount of One Hundred Twenty-Five Thousand and No/100 Dollars ($125,000.00) executed by Trustor as "Maker" and delivered to Beneficiary as "Payee" (the "**Promissory Note**").

3. COVENANTS OF TRUSTOR.

(a) Trustor shall pay before delinquent all taxes and assessments of every type or nature affecting the Trust Property.

(b) Trustor shall provide and maintain policies of fire and casualty insurance on the Trust Property in an amount not less than the full replacement cost of the improvements, fixtures, and equipment comprising any part of the Trust Property, if any, together with public liability insurance in an amount or amounts reasonably satisfactory to the Beneficiary and shall name Beneficiary as additional insured. Trustor shall provide Beneficiary with certificates properly evidencing the policies of such insurance.

(c) Trustor shall keep the Trust Property in good condition and repair, not commit or permit any waste of the Trust Property, and keep the Trust Property free of rubbish and other unsightly or unhealthful conditions.

(d) Trustor shall promptly complete any improvements that may be commenced on or in connection with the Trust Property in a good and workmanlike manner and shall pay when due all claims for work performed or materials furnished, or both, on or in connection with the Trust Property or any part thereof, and shall pay, discharge, or cause to be removed, all mechanic's, artisan's, laborer's, or materialman's charges, liens, claims of liens, or encumbrances upon the Trust Property. However, Trustor may contest in good faith the validity or amount of any charge, lien, claim of lien, or encumbrance by appropriate proceedings provided by law, provided that upon a final determination with respect to any charge, lien, claim of lien, or encumbrance, Trustor will promptly pay any sums found to be due.

(e) Trustor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Trust Property and shall not suffer or permit any act to be done in or upon the Trust Property in violation of such laws.

(f) Trustor shall not place, release, dispose or generate any toxic or hazardous waste or substance on, under, or over the Trust Property in violation of any applicable law or regulation.

(g) Trustor shall pay to Trustee and Beneficiary, respectively, promptly upon demand, all sums of money that they shall advance on Trustor's behalf pursuant to any of the provisions of this Deed of Trust, together with interest upon such amount(s), until repaid, from the time of the payment, at the rate of interest specified in the Promissory Note.

4. EVENTS OF DEFAULT. Trustor shall be in default under this Deed of Trust if

any of the following (each an “**Event of Default**”) shall occur:

(a) Trustor’s failure to perform any obligation or agreement in this Deed of Trust, if such failure continues for 30 days following written notice by Beneficiary to Trustor specifying, in reasonable detail, the failure; provided, however, that if by its nature such failure is not curable within 30 days, Trustor shall be entitled to additional time to effectuate such a cure as long as Trustor diligently attempts to cure the default;

(b) The filing of an involuntary petition under any bankruptcy statute, as now in effect or as hereafter amended, against Trustor, or if Trustor shall allow the appointment of a receiver, trustee, conservator, or liquidator, of all or any part of the Trust Property, or if any of the Trust Property shall be levied upon by virtue of any execution, attachment, tax levy, or other writ and the involuntary petition, appointment, levy, or filing, as the case may be, is not released, stayed, bonded or insured against in favor of Beneficiary, satisfied or vacated within 90 days after the occurrence;

(c) Upon the filing of a petition under Title 11 of the United States Code or any other national or state bankruptcy statute, as now in effect or as hereafter amended, by Trustor, or if Trustor shall make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due;

(d) Trustor’s default under the Promissory Note as provisioned for in the Promissory Note;

(e) The sale or attempted sale of the Trust Property or any part thereof by Trustor without the consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned, or delayed;

(f) The removal or attempted removal by Trustor of any property included in the Trust Property without the consent of Beneficiary; or

(g) Abandonment of the Trust Property by Trustor.

5. <u>REMEDIES UPON DEFAULT.</u> If an Event of Default occurs:

(a) Beneficiary may declare all sums secured hereby and under the Promissory Note to be immediately due and payable by delivery to Trustee of written notice, setting forth the nature of the default and specifying the total amounts due and owing. The rights of Beneficiary hereunder shall be subject to the rights of the Senior Liens (defined below).

(b) Beneficiary’s written notice may also contain an election to cause the Trust Property to be sold under this Deed of Trust. If Beneficiary elects to cause the sale of the Trust Property, Beneficiary shall deposit with Trustee this Deed of Trust, the Promissory Note, and all documents evidencing expenditures secured hereby. Trustee shall record and give such notices of Trustee’s sale in the manner required by Arizona law, and after the lapse of time required by law, Trustee, under the power of sale granted by this Deed of Trust, shall sell the Trust Property at the time and place fixed in the notice of Trustee’s sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed conveying the Trust Property sold, but without any covenant or warranty, express or implied. Any person, including Trustor, Trustee, or Beneficiary may purchase the Trust Property at the sale. After deducting all costs, fees, and expenses of Trustee and of this Trust, including costs to insure or obtain evidence of title in connection with the Trustee's sale, Trustee shall apply the proceeds of sale: (i) first, to payment of all sums expended under the terms of this Deed of Trust, not then repaid, with accrued interest at the rate of interest in effect after default on the indebtedness outstanding under the Promissory Note; (ii) second, to sums due under the Promissory Note; and (iii) the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. §33-812, or any similar or successor statute.

(c) In lieu of sale pursuant to the power of sale conferred hereby, at the option of Beneficiary, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Except as otherwise provided in this Deed of Trust, Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity, specifically including but not limited to those described in A.R.S. §33-702B or any similar or successor statute.

All rights and remedies of Beneficiary set forth in this Deed of Trust shall be cumulative. Beneficiary may enforce any one or more remedies or rights granted under this Deed of Trust successively or concurrently at Beneficiary's option.

6. SUBORDINATION. Beneficiary agrees that this Deed of Trust is and shall remain subordinate to any of the mortgages or other voluntary liens and encumbrances described in the order of priority set forth in **Exhibit B** attached hereto (the "**Senior Liens**").

7. STANDSTILL. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the end of the Standstill Period (as such term is defined in the Promissory Note), Beneficiary shall have no right to declare a default, accelerate the indebtedness, or pursue any other right or remedy under this Deed of Trust. Beneficiary waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

8. ASSIGNMENT OF PROPERTY INCOME. As additional security and subject to the rights of the Senior Liens, Trustor hereby gives Beneficiary the right, power and authority during the continuance of this Deed of Trust, to collect the Property Income, reserving to Trustor the right, prior to any Event of Default by Trustor, to collect and retain such Property Income as it becomes due and payable.

9. CASUALTY, CONDEMNATION AND EMINENT DOMAIN. Subject to the rights of the Senior Liens, Trustor represents, warrants and agrees that if the Trust Property, or any portion thereof or any improvement thereon, shall be damaged or destroyed or shall be condemned or acquired for public use, that the proceeds of any such condemnation or acquisition are hereby assigned in full and paid to the Beneficiary, who shall cause such proceeds to be used to repair and restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Trust Property in accordance with the terms of the Promissory Note and this Deed of Trust. Provided, however, that if repair or restoration of the Trust Property is not practicable, Trustor shall not be obligated to repair or restore the Trust Property, and an award of damages under this paragraph up to the amount

of the unpaid principal and accrued interest of the Promissory Note may be retained by Beneficiary and any remaining balance shall be paid to Trustor. Beneficiary shall be a party to any agreement relating to the use of condemnation proceeds or insurance proceeds from damage to the Trust Property to repair and restore the Trust Property. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Notwithstanding anything to the contrary contained herein in the event of damage or destruction, or condemnation or acquisition for public use, of the Trust Property, the Beneficiary shall permit insurance proceeds and/or condemnation proceeds to be used to rebuild the Trust Property provided that sufficient funds are provided from insurance proceeds, condemnation proceeds and other sources to effectively rebuild the Trust Property to a multifamily housing complex.

10. GENERAL PROVISIONS.

(a) All judgments, awards of damages, and settlements made as a result of or in lieu of any condemnation or other proceedings for public use of or for any damage to the Trust Property or any part thereof and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Beneficiary shall have the right to participate in any such proceedings, and Trustor shall not settle or otherwise resolve any such proceedings or execute or deliver any deed in lieu thereof without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Beneficiary may, at its option, apply such proceeds or any part thereof to the payment of interest due on the indebtedness secured hereby, the reduction of the principal amount of such indebtedness, or Beneficiary may release such proceeds or any part, to Trustor.

(b) Trustee may resign by mailing or delivering notice to Beneficiary and Trustor and Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust. The title conveyed to Trustee shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the Trust Property is situated.

(c) The trust created by this Deed of Trust is irrevocable.

(d) The Trust Property shall be released from the lien created by this Deed of Trust upon the written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the Promissory Note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the entire estate in the Trust Property then held by Trustee; provided, however, that the grantee in the final reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

(e) This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto. The term Beneficiary shall mean the owner and holder of the Promissory Note secured hereby, whether or not named as Beneficiary herein. This Deed of Trust was prepared after negotiations by and between Trustor and Beneficiary; the fact that it has been typed by one party does not require the language of this Deed of Trust to be strictly interpreted against either Trustor or Beneficiary.

(f) Trustor hereby requests that a copy of any notice of sale be mailed to it at its address set forth above.

(g) If from any circumstances whatsoever, payment or performance of any provision of this Deed of Trust or of the Promissory Note secured hereby, at the time performance of such provision shall be due, shall require a payment in excess of that permitted by any applicable law, the obligation to be paid or performed shall be reduced to the limit allowed by such law, so that in no event shall any exaction be possible under this Deed of Trust, the Promissory Note, or any other agreement given in connection herewith, that is in excess of any limitation of law. By acceptance of this Deed of Trust, the Beneficiary expressly waives the right to demand any such excess. The provisions of this Section shall control every other provision of this Deed of Trust, the Promissory Note, and any other agreement between Trustor and Beneficiary.

(h) Time is of the essence of this Deed of Trust. No failure on the part of Beneficiary to exercise any of its rights arising upon any Event of Default shall be construed to prejudice its rights in the event of any other or subsequent Event of Default. No delay on the part of Beneficiary in exercising any of such rights shall be construed to preclude it from the exercise at any time during the continuance of any Event of Default.

(i) Unless otherwise required by applicable law, all notices required to be given hereunder shall be either served personally or by U.S. certified mail, postage prepaid, and properly addressed to Trustor, Trustee, and Beneficiary at their respective addresses first above written. Such addresses may be changed by notice to the other parties given in the same manner as provided in this Section. Except as may be expressly provided otherwise in this Deed of Trust, all notices shall be deemed to have been delivered two (2) business days after depositing the mail for delivery in any branch office or mailbox operated by the United States Postal Service.

(j) This Deed of Trust, and any documents executed pursuant to this Deed of Trust, shall be governed by the laws of the State of Arizona.

[***Signatures appear on the following pages***]

This Deed of Trust is effective as of the date first written above.

<u>TRUSTOR:</u>

SYCAMORE VISTA II LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ________________________
Name: Mark Breen
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the ___ day of ________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista II Limited Partnership, an Arizona Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____
Notary Public

My commission expires:

BENEFICIARY'S CONSENT TO SUBORDINATION

By its consent evidenced below, Beneficiary expressly consents to the provisions of Section 6 and Section 7 of this Deed of Trust.

<u>BENEFICIARY</u>:

TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF Arizona)
) ss.
County of Yavapai)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared__________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____
Notary Public

My commission expires:

Exhibit A

Legal Description of the Premises

For APN/Parcel ID(s): 403-23-434C and 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

The following is a description of a parcel of land, located in the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535 [Record Source #1 (R1)], and Reception No. 2024-0013536 [Record Source #2 (R2)] records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1, R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet (R1, R2),[also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northeast corner of said (R1), on said Southerly line "North Homestead Parkway" and the TRUE POINT OF BEGINNING;

Thence South 21° 59' 07" East, a distance of 357.31 feet [South 21° 59' 07" East (R1, R2)], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the East line of said (R2);

Thence South 68° 01′ 52" West, a distance of 298.94 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860;

Thence 21° 58′ 08" West, a distance of 23.03 feet, to a set plastic cap atop a 1/2" rear stamped "RLS 48860";

Thence South 65° 25' 49" West, a distance of 255.75 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the West line of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 62° 01' 49" West, a distance of 3,864.91 (R1);

Thence along said curve to the left, through a central angle of 05° 24' 48", an arc length of 365.15 feet [also being subtended by a chord bearing of North 30° 40' 15" West, having a chord length of 365.01 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northwest corner of said (R1) and a point on the Southerly line of said Homestead Parkway;

Thence North 77° 42' 25" East, a distance of 47.30 feet (R1), to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1) and the beginning of a tangent curve to the left, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the left, through a central angle of 09° 41' 32", an arc length of 84.58 feet [also being subtended by a chord bearing of North 72° 51' 39" East, having a chord length of 84.48 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1);

Thence North 68° 00' 53" East, a distance of 478.78 feet (R1), along the Southerly line of said Homestead Parkway to the TRUE POINT OF BEGINNING.

The subject Parcel of land described herein contains 4.647 acres of land more or less and is subject to all exceptions, easements and other items of the public record that may be pertinent thereto.

Excepting therefrom a 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in, on, over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00' 53" West, a distance of 478.78 feet (R1) to a set plastic cap atop a rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09' 39", an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05' 42" West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of said Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49' 43" East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18' 50" East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49' 34" East, a distance of 20.98 feet (R1), to the point of TERMINUS.

The subject strip of land described herein contains 0.209+/- acres of land, the side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

Exhibit B

Senior Liens

1. Declaration of Affirmative Land Use and Restrictive Covenants Agreement by and between Sycamore Vista II Limited Partnership, an Arizona limited partnership, and the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona.

2. Declaration of Covenants, Conditions and Restrictions (State Housing Trust Fund Program) by Sycamore Vista II Limited Partnership, an Arizona limited partnership, for the benefit of State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona.

3. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a construction loan in the amount of Thirty Three Million Seven Hundred and Seventy-Five Thousand and No/100ths Dollars ($33,775,000.00) by and between Sycamore Vista II Limited Partnership, an Arizona limited partnership, as Trustor, and National Mortgage Investors, LLC, a Connecticut limited liability company, as Beneficiary and Trustee, including the associated UCC-1 financing statement.

4. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement securing the payment of a GAP loan in the amount of Two Million Five Hundred Thousand and No/100ths Dollars ($2,500,000.00) by and among Sycamore Vista II Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Company, as Trustee, and the State of Arizona, Arizona Department of Housing, as Beneficiary, including the associated UCC-1 financing statement.

5. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a GAP loan in the amount of One Hundred Twenty Five Thousand and No/100ths Dollars ($125,000.00) by and among Sycamore Vista II Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Agency Inc., as Trustee, and the Town of Camp Verde, an Arizona municipality, as Beneficiary, including the associated UCC-1 financing statement.

6. Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement, securing the payment of a construction loan in the amount of Two Million One Hundred Seventy One Thousand Ninety Five and No/100ths Dollars ($2,171,095.00) by and among Sycamore Vista II Limited Partnership, an Arizona limited partnership, as Trustor, Chicago Title Agency Inc., as Trustee, and Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, as Beneficiary including the associated UCC-1 financing statement.

7. Consent and Subordination Agreement by and among National Mortgage Investors, LLC, a Connecticut limited liability company, State of Arizona, Arizona Department of

Housing, a department and agency of the State of Arizona, and Sycamore Vista II Limited Partnership, an Arizona limited partnership.

8. Subordination Agreement by and between Sycamore Vista II Limited Partnership, an Arizona limited partnership, as borrower, National Mortgage Investors, LLC, a Connecticut limited liability company, as senior lender, and the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, as subordinate lender.

9. Consent and Subordination Agreement by and among the Town of Camp Verde, an Arizona municipality, State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, and Sycamore Vista II Limited Partnership, an Arizona limited partnership.

10. Subordination Agreement by and between Sycamore Vista II Limited Partnership, an Arizona limited partnership, as borrower, the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, as senior lender, and the Town of Camp Verde, an Arizona municipality, as subordinate lender.

11. Consent and Subordination Agreement by and among Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, the State of Arizona, Arizona Department of Housing, a department and agency of the State of Arizona, and Sycamore Vista II Limited Partnership, an Arizona limited partnership.

12. Subordination Agreement by and between Sycamore Vista II Limited Partnership, an Arizona limited partnership, as borrower, the Town of Camp Verde, an Arizona municipality, as senior lender, and Charter Oak Mortgage & Investment Company, LLC, a Connecticut limited liability company, as subordinate lender.

GAP LOAN PROMISSORY NOTE

January __, 2026

1. Promise to Pay. Sycamore Vista II Limited Partnership, an Arizona limited partnership ("**Maker**"), for value received, promises to pay to the Town of Camp Verde, an Arizona municipality (together with any future holder of this GAP Loan Promissory Note, "**Payee**"), whose address is 473 S. Main Street, Suite 102, Camp Verde, Arizona 86322, or at such other place as Payee may designate from time to time, the total sum of One Hundred Twenty Five Thousand and No/100ths Dollars ($125,000.00) (the "**Loan**"), plus interest on the terms and conditions and at the times described in this GAP Loan Promissory Note (this "**Note**").

2. Property. This Note evidences payment for the development of the real property known as Sycamore Vista-Phase 2 located at 355 N. Homestead Parkway, Camp Verde, Arizona 86322 (the "**Property**").

3. Payment and Maturity Date. The Loan repayment term will be thirty (30) years and shall accrue interest at rate of the lesser of two percent (2%) per annum or the Long-Term Applicable Federal Rate for the month of December of each year of the Loan. Payments shall begin August 1, 2026 (the "**Payment Due Date**"), which may be extended in accordance with the number of days after July 1, 2026, if any, Payee is delayed in disbursing the Loan funds to Maker. Commencing on the Payment Due Date and continuing on the same day of each year thereafter until the Maturity Date (the "**Annual Payment**"), Maker shall pay to Payee the greater of: (i) One Thousand and No/100ths Dollars ($1,000.00); or (ii) two percent (2%) of the surplus cash flow for the Property. In the event that Payee determines that the Annual Payment tendered by Maker is insufficient based upon Maker's audited financial statements, which shall be delivered to Payee upon reasonable request, Payee shall invoice Maker for the amount of any insufficiency and Maker shall remit payment of the invoiced amount within thirty (30) days after the date of the invoice. All payments made hereunder shall first be applied to accrued and unpaid interest and then to principal. If not sooner paid, the entire principal balance, together with all accrued and unpaid interest shall be due and payable on January 1, 2056 (the "**Maturity Date**").

4. Application and Place of Payments. Payments received by Payee with respect to the indebtedness evidenced hereby shall be applied in such order and manner as Payee, in its reasonable discretion, may elect. Unless otherwise elected by Payee, all such payments shall first be applied to accrued and unpaid interest at the stated interest rate, next to the principal balance then outstanding hereunder, and the remainder to any additional sums or other costs or added charges provided for herein or in any of the Loan documents (the "**Loan Documents**"). Payments hereunder shall be made at the address for Payee set forth above or at such other address as Payee may specify to Maker in writing.

5. Prepayments. Payments of principal hereof may be made at any time, or from time to time in whole or in part, without penalty, provided that all previously matured interest and other charges accrued to the date of prepayment are also paid in full. Notwithstanding any partial prepayment of principal hereof, there will be no change in the due date or amount of scheduled payments due hereunder unless Payee, in its reasonable discretion, agrees in writing to such

change. At the option of Maker, partial prepayments shall be applied in the inverse order of maturity.

6. Security. Payment of this Note is secured by that certain deed of trust in favor of Payee as "Beneficiary" encumbering Maker's fee interest in the Property (the "**GAP Loan Deed of Trust**").

7. Notices. All notices must be provided as set forth in the GAP Loan Deed of Trust.

8. Default. Failure to make any payment of principal in accordance with Section 3 above or to otherwise perform hereunder or under the GAP Loan Deed of Trust, shall constitute an "**Event of Default**" under this Note and shall cause all of the unpaid principal of this Note, with interest accrued thereon, and any other sums due and payable to become immediately due and payable at the option of Payee. Upon an Event of Default, and in the event there is an acceleration of the maturity of the Loan, or the entire unpaid principal balance of the Loan is then due and payable in accordance with the terms of this Note, all amounts then unpaid under this Note, or any other instrument evidencing or securing the Loan, and any unpaid fees, costs, expenses, or advances payable to Payee from time to time, whether due and owing at the time of the Event of Default, shall bear interest after the date of such acceleration or maturity at the rate equal to ten percent (10%) per annum, and shall be immediately due and payable upon demand by Payee. Delay or failure to exercise any option or right shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any continuing or subsequent Event of Default.

9. Standstill. Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the date that is twenty (20) years following the issuance of a certificate of completion for the project on the Property by the Arizona Department of Housing ("**Standstill Period**"), Payee shall have no right to declare an Event of Default, accelerate the indebtedness, or pursue any other right or remedy under this Note. Payee waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

10. Costs and Attorneys' Fees. Maker agrees to pay all of Payee's reasonable costs and attorneys' fees incurred in connection with the Loan, including such fees and costs incurred prior to and after the disbursement of funds to Maker; provided, however, that the total attorneys' fees payable by Maker under this paragraph shall not exceed Five Thousand Dollars ($5,000.00) per loan made to Maker by Payee. If any action is brought to enforce or interpret the provisions of this Note or any other Loan Document, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, subject to the foregoing cap.

11. Loan Documents. All references to this Note, the GAP Loan Deed of Trust, or any of the other Loan Documents include any and all amendments, supplements, extensions and renewals thereof.

12. Reserves. Maker shall establish and comply with all reserve obligations required by the Arizona Department of Housing's 2024-2025 Qualified Allocation Plan for the Low Income Housing Tax Credit Program in connection with this Note.

13. Applicable Law. This Note is governed by, and shall be construed in accordance with the laws of the State of Arizona.

14. Time of Essence. Time is of the essence in the performance of each and every obligation of the Maker hereunder.

15. Payment Without Offset. All payments due hereunder must be paid without offset.

16. Relationship. The relationship between the Maker and the Payee is that of borrower and lender.

17. Waiver and Consent. Maker and any endorser herein waives and agrees not to assert (a) any homestead or exemption; (b) demand, diligence, grace, presentment, notice of dishonor, notice of acceleration maturity protest and default; and (c) recourse to guaranty and suretyship defenses (including without limitation, the right to require the Payee to bring an action on this Note), and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party. No waiver of any payment or other right under this Note may operate as a waiver of any other payment or right.

18. Controlling Document. In the event of any conflict between the terms of this Note and the other Loan Documents, the terms of this Note will control.

19. Singular, Plural. For purposes of this Note, the singular includes the plural and the plural includes the singular.

20. Amendments. No amendment, modification, change, waiver, release, or discharge hereof and hereunder shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

21. Binding Nature. The provisions of this Note shall be binding upon Maker and the heirs, personal representatives, successors and assigns of Maker, and shall inure to the benefit of Payee and any subsequent holder of all or any portion of this Note, and their respective successors and assigns.

22. Exculpation. The personal liability of the Maker, and of any member of the Maker or any officers of the Maker or such member and of any other person or entity, to pay the principal of and interest on the debt evidenced by this Note shall be limited to (a) the real and personal property of the Project, and (b) the rents, profits, issues, products and income of the Project as they become due and payable, including any received or collected by or on behalf of the Maker after an Event of Default and not applied to the payment of principal and interest due under this Note or payment of utilities, taxes and assessments, insurance premiums and ground rents, if any, on the Project and other reasonable and customary operating expenses of the Project (but not including any fees or other payments of any kind or nature made to the Maker or any affiliate or related entity of the Maker), except not including any amounts to the extent that Maker did not have the legal right, because of a bankruptcy, receivership or similar judicial proceeding, to direct the disbursement of such sums.

This GAP Loan Promissory Note is effective as of the date first above written.

MAKER:

SYCAMORE VISTA II LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ____________________________
Name: Mark Breen
Title: Manager

62850082/071219.0004

WHEN RECORDED, RETURN TO:

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

(Town of Camp Verde Loan)

Effective as of the date of recording, Sycamore Vista II Limited Partnership, an Arizona limited partnership (the "Declarant" or "Owner") whose address is 15957 N. 81st Street, Suite 101, Scottsdale, AZ 85260, hereby agrees to bind itself, its successors and/or assigns and the Project in accordance with this Declaration of Covenants, Conditions, and Restrictions (Town of Camp Verde Loan) (the "Declaration"), for the benefit of the Town of Camp Verde, an Arizona municipality (the "Municipality"), together with any successor and/or assignees to its rights, duties and obligations.

RECITALS

A. The Municipality has been authorized pursuant to Arizona Revised Statutes § 9-441.02 *et seq.* to, among other things, facilitate development of affordable housing in Arizona by providing funding for property development through loans and grants.

B. The Owner applied to the Municipality for certain "gap" funding for the Project (defined below); and the Municipality relied on the representations made in the Owner's application for funding including any documents, materials, reports, appraisals or studies, provided by Owner in support of the application for funding.

C. As consideration, in part, for funding awarded to the Declarant by the Municipality, the Declarant agrees to bind the Project and otherwise abide by the covenants, restrictions, duties and obligations set forth in this Declaration.

D. Among other things, this Declaration describes use restrictions on the Project necessary to comply with the specific program requirements for the source of funding provided by the Municipality to the Project.

E. The Declarant agrees that execution and recordation of this Declaration is a material condition to the Municipality's agreement to provide funding to the Project and that the use of the Project shall be restricted for the term of this Declaration.

AGREEMENT

NOW, THEREFORE, the Declarant, under the terms of this Declaration, intends, declares, acknowledges, and covenants for itself, its successors and assigns that the warranties, covenants, obligations, and duties set forth herein, are covenants running with the Project for the term stated herein and as follows:

1. Incorporation. The above Recitals are incorporated herein and are a part of this Declaration.

2. Definitions. The capitalized terms used in this Declaration shall be understood as follows:

"Affordability Period" means the term of this Declaration beginning on the date of Project Completion and terminating on the last day of the month that is twenty (20) years after the date of Project Completion.

"Department Guidance" means guidance provided from time to time by the Arizona Department of Housing ("ADOH") relevant to multifamily rental development programs that towns administer.

"HUD" means the U.S. Department of Housing and Urban Development.

"Landlord" means Camp Verde Land Holdings, LLC, an Arizona limited liability company.

"Lender" means any provider of funds through a loan or grant, including a government lender other than the Municipality, for the purpose of developing the Project. "Lender" does not include an equity investor in the Project.

"Loan Documents" means this Declaration, the Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement ("Deed of Trust") executed concurrently herewith, the Promissory Note executed concurrently herewith

("Promissory Note"), and other documents executed by the Owner in favor of the Municipality for the purpose of memorializing and securing loans or grants of financial assistance by the Municipality.

"Low-Income Households" means families whose annual incomes do not exceed 60% of the median income for the area, as determined by HUD.

"Project" means the project real property, including all buildings, improvements, and fixtures thereto, that are under common ownership and control, located within the City of Camp Verde, County of Yavapai, at 355 N. Homestead Parkway and commonly known as Sycamore Vista – Phase II that is more specifically described in the Legal Description attached to and incorporated in this Declaration as **Attachment I**.

"Project Completion" means the date referenced as evidenced by a certificate of completion executed by the ADOH.

"Utility Allowance" means the monthly utility allowance authorized by the ADOH in accordance with applicable program requirements for use in determining the maximum amount of rent allowable on a state-housing trust fund-assisted unit. ADOH must establish maximum monthly allowances for utilities and services (excluding telephone) and update the allowances annually. ADOH must use the HUD Utility Schedule Model or otherwise determine the utility allowance based on the type of utilities used at the Project.

3. Use Restrictions. The Declarant covenants that for the term of this Declaration, the Project shall be used as a multifamily rental as follows:

a) Program Requirements. The Project shall comply with all applicable program requirements during the term of this Declaration.

b) Affordability Restrictions. The income and rent restrictions described in **Attachment II** shall apply to all units. During the Affordability Period, Owner shall maintain all units as rental housing and rent or hold available for rental each unit on a continuous basis.

c) Physical Condition Standards. During the Affordability Period, the Owner must maintain the Project suitable for occupancy; and, in decent, safe, and sanitary condition and good repair in accordance with the applicable health, safety, and building codes and federal physical conditions standards described in 24 C.F.R. Pt. 92.251 or such other physical conditions standards as may be adopted by HUD from time to time.

4. Term of Declaration.

a) The Affordability Period of this Declaration shall terminate on the last day of the month that is twenty (20) years after the date of Project Completion.

b) The warranties, covenants, obligations, and duties described in this Declaration shall commence on the date of execution of this Declaration and shall continue in effect during the full term of this Declaration.

c) In the event of transfer of the Project as the result of a judicial foreclosure, trustee's sale, or by deed in lieu of foreclosure to the holder of a legal interest in the Project that is senior in time or right to the Municipality, the warranties, covenants, obligations, and duties described in this Declaration shall terminate.

5. Monitoring and Enforcement. The Municipality may conduct periodic monitoring and review of the Project for the purpose of determining compliance with applicable program requirements and this Declaration. Monitoring and review includes on-site inspections and review of documents supplied to the Municipality by the Declarant or others on behalf of the Declarant or the Project.

a) Entry and Inspection. The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the Municipality to conduct on-site inspections of the Project land and improvements and to inspect any facility, document book, and record of the Owner relating to the Project.

b) Certifications. By August 31st of each year, the Owner shall submit to the Municipality all certifications and documentation required under the Deed of Trust, Promissory Note, or any other Loan Document. At a minimum, such submissions shall include: (1) audited financial statements for the most recently completed fiscal year, prepared in accordance with generally accepted accounting principles by an independent certified public accountant; (2) written certification from the Owner confirming compliance with all financial covenants and other material obligations under the Loan Documents; (3) an updated rent roll (if applicable) and occupancy summary for the Project; and (4) any additional reports or disclosures reasonably requested by the Municipality to verify continued compliance with the terms of the loan. All required documentation shall be delivered in form and substance reasonably satisfactory to the Municipality.

c) Books and Records. The Owner shall keep and maintain at the Project all documents, books, and records required by the Deed of Trust, applicable program requirements, and Department Guidance.

d) Information. The Owner shall submit any other information, documents or certifications that the Municipality shall deem reasonably necessary.

e) Breach. The Owner covenants and agrees to inform the Municipality by written notice of any breach of the Owner's obligations hereunder within five (5) business days of first discovering any such breach. Violations shall be cured within the deadlines described in paragraph 6, below. If any such breach is not corrected to the satisfaction of the Municipality within the cure period, the Municipality may, without further notice, declare a default under this Declaration, and the Municipality may apply to any court, state or federal, for any of the remedies described in paragraph 6 of this Declaration.

6. <u>Remedies</u>. Subject to the written requirements of the Deed of Trust, and any agreement between a Lender and the Municipality, if any, in the event that Owner breaches any warranty, covenant, obligation, or duty set forth in this Declaration, and if such breach remains uncured for a period of sixty (60) calendar days after notice thereof by the Municipality, the Municipality shall be entitled to any or all of the remedies described below:

a) If the Municipality determines that the Owner has taken and diligently, continually, and in good faith continues corrective action and that the breach cannot be corrected within the sixty (60)-day cure period, the Municipality may, in its sole discretion, allow the Owner such additional time as may be reasonably necessary to cure the breach;

b) In the event of an uncured breach, the Municipality:

i) May demand return of all funds provided by the Municipality to the Project, plus interest at the default rate described in the Loan Documents; resort to any court having jurisdiction of the subject matter for specific performance of this Declaration, for an injunction against any violation of this Declaration, for an accounting, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Declaration, the Loan Documents, and program requirements, or for initiation of foreclosure proceedings; or such other relief as may be appropriate, it being acknowledged by Owner that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's breach of this Declaration, because the beneficiaries include the Low-Income Households to be benefited by the funds invested by the Municipality to the Project.

ii) Shall be entitled to reimbursement of reasonable attorneys' fees and all costs incurred in any judicial action in which the Municipality shall prevail.

iii) May require reasonable assurances of security for repayments required pursuant to this section in the form of a guaranty or appropriate amendments, revisions, or additions to the Loan Documents, or in the event that there are no Loan Documents by execution and recording of a deed of trust in a form satisfactory to the Municipality.

7. <u>Representations, Covenants and Warranties of Owner</u>. The Owner hereby warrants and covenants that the warranties, covenants, and declaration of obligations and duties set forth herein may be relied upon by the Municipality and all persons interested in Project compliance under the program requirements. In performing its duties and obligations hereunder, the Municipality may rely upon statements and certificates of the Owner pertaining to occupancy of the Project. In addition, the Municipality may consult with counsel, and the authorization and protection in respect of any action taken or suffered by the Municipality hereunder in good faith and in conformity with the opinion of such counsel shall be applicable to the Municipality's reliance upon such opinion of counsel. The Owner further represents, covenants, and warrants to the Municipality that:

a) The Owner:

i) is a limited partnership duly organized under the laws of the State of Arizona, and qualified to transact business within the State of Arizona pursuant to either Title 10 or Title 29, Arizona Revised Statutes;

ii) has the power and requisite authority to own its properties and assets as owned, where owned, and to carry on its business as now being conducted (and as now contemplated) by this Declaration and the Loan Documents;

iii) has the full legal right, power, and authority to execute and deliver this Declaration and the Loan Documents and to perform all undertakings of the Owner hereunder; and

iv) will not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that rental project owners may charge, with ADOH approval;

(1) reasonable application fees to prospective tenants;

(2) parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and

(3) fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.

b) The execution and performance of this Declaration and the Loan Documents by the Owner:

i) will not violate or, if applicable, have not violated any provision of law, rule or regulation, or any order of any court or other governmental agency;

ii) will not violate or, if applicable, have not violated any provision of any indenture, declaration, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and

iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

c) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the real property and improvements constituting the Project free and clear of any lien or encumbrance (subject to the Permitted Encumbrances identified in the Loan Documents).

d) There is presently no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the actual knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as now contemplated) by this Declaration and the Loan Documents or which would materially, adversely affect its financial condition. Neither the Owner, its principals, shareholders, managers, members or general partners, as the case may be, have any judgment entered against them which would, when recorded, constitute a lien against or otherwise impair the security of the Project.

e) The Project as constructed and operated complies with program requirements and consists of one or more proximate buildings or structures containing one or more similarly constructed accommodations containing separate and complete facilities for living, sleeping, eating, cooking and sanitation and facilities which are functionally related and subordinate to such accommodations.

f) No actions will be taken by the Owner which will in any way materially adversely affect the use of the Project.

g) To the extent that the Project involves rehabilitation of existing residential rental units, relocation of tenants complies with all the requirements of the Uniform Relocation Act.

h) The Project is in full compliance with the requirements of the Fair Housing Act Design Standards.

i) Owner has read and is familiar with the relevant federal guidance and Department Guidance that describe the obligations and duties of the Owner to construct or rehabilitate, operate, and maintain the Project.

j) Owner reviewed the terms and conditions of this Declaration and reasonably notified all Lenders that execution of this Declaration is a material condition of the Municipality's agreement to provide funding to the Project.

k) Release and Indemnification. The Owner warrants, covenants, and agrees that it has not relied upon or sought any information from the Municipality, its successors and/or assigns, its agents, counsel or employees in conjunction with the application for, or award of funding for the Project. In conjunction with the Owner's application for funding through the Municipality, Owner acknowledges and agrees for itself and on behalf of any of its partners, limited partners, special limited partners, members, special members or any other constituent entity of Owner, and Owner's successors and/or assigns that it shall hereby release the Municipality, its successors and/or assigns, its agents, counsel and employees from any claim, loss, demand or judgment as a result of the provision of funding of the Project or the recapture of such funding by HUD, including any interest and penalties thereon. Furthermore, Owner, and its successors and/or assigns agree to indemnify the Municipality, its agents, counsel and employees from any claim, loss, demand or judgment, to include reasonable attorney's fees as a result of or arising out the intentionally or grossly negligent ownership, operation, or management of the Project undertaken pursuant to this Declaration.

8. Owner's Obligations and Duties.

a) The Owner agrees that it will not knowingly take or permit to be taken any action which would have the effect, either directly or indirectly, of subjecting the Owner or the Project to noncompliance with Arizona law. Moreover, Owner agrees to take any lawful action (including amendment of this Declaration as may be necessary in the opinion of the Municipality) to comply fully with pertinent law and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by HUD from time to time pertaining to Owner's obligations under the program regulations.

b) The Owner agrees that it will not cause or acquiesce in its voluntary or involuntary dissolution or otherwise fail to correct within ninety (90) days after legal notice thereof, any breach of, violation of, or practice that is materially inconsistent with laws of the State of Arizona or other jurisdiction in which Owner is organized relating to the regulation and formation of business entities, or Owner's Articles of Organization, Bylaws, or other such writing setting forth the formalities and requirements of Owner's form of organization.

c) The Owner agrees not to discriminate on the basis of race, creed, color, sex, age, disability, marital status, or national origin in the leases for occupancy of the Project or in conjunction with the employment or application for employment of any person or persons for the operation and management of said Project.

d) Religious Organizations. During the term of this Declaration, the Project will not be provided for rental or use to any primarily religious organizations, such as churches, for any activity including secular activities. The Project must be used exclusively by the Owner entity for secular purposes, available to all persons regardless of religious affiliation. In particular, there must be no religious or membership criteria for tenants of the Project.

e) During the term of this Declaration, Owner shall comply with all federal, state and local laws, codes, ordinances, rules and regulations, conditions, and assurances, and shall keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required with regard to the Project. Furthermore, Owner shall abide by all requirements of its respective corporate form, its Articles of Organization and Bylaws, and remain at all times in good standing with the agencies having regulatory jurisdiction over it.

f) The Owner agrees that if it shall become aware of any situation, event, or condition which would result in noncompliance of the Project or the Owner with this Declaration or program requirements, then the Owner shall promptly give written notice thereof to the Municipality.

g) Project Records.

   i) Owner shall keep and maintain the Project Records described in 24 C.F.R. Pt. 92.508(a)(3) and (7)(i)(A) (equal opportunity and fair housing records) and (7)(ii)(A)(affirmative marketing process records). If Owner received funds as a Community Housing Development Organization ("CHDO"), then Owner shall also keep and maintain the CHDO Records described in 24 C.F.R. Pt. 92.508 (a)(4).

   ii) Period of Record Retention: All records described in subparagraph (i) above plus all pertinent documents, books, papers, accounts, reports, files, tenant lists, applications, leases, waiting lists, income examinations, and other records relating to the Project specified in this Declaration shall be retained for five (5) years following expiration of this Declaration. Notwithstanding the foregoing, if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the term of this

Declaration, the records must be retained for five (5) years following completion of the action and resolution of all issues which arise from it, or for five (5) years following the expiration of the term of this Declaration, whichever is later.

h) Inspection and/or Audit of Records: Owner shall make available at all reasonable times, for inspection, transcription, excerpting, examination, copying, and audit by the Municipality, the State Auditor General, HUD, the Comptroller General of the United States or any of their representatives and designees, all pertinent books, documents, papers, accounts, reports, files, tenant lists, applications, leases, waiting lists, income examinations and other records (hereinafter referred to as "Records") relating to the Project specified herein. Upon request by such inspecting or auditing entity, a legible copy of all such Records shall be produced by the Owner at the specified office of, the Municipality, the State Auditor General, or at any other reasonable location. The original of all such Records shall also be available and produced for inspection, copying, and audit when needed to verify the authenticity of a copy.

i) Transfer Restrictions.

   i) Except as provided in subparagraphs (ii) and (iii), below, the Owner may sell, transfer or exchange the Project or individual buildings at any time, upon prior written consent of the Municipality, such consent not to be unreasonably withheld or delayed. In addition, the Municipality will require in advance of the transfer of the Project to any buyer or successor or other person acquiring the Project or any interest therein a written agreement, in a form satisfactory to the Municipality that the transfer is subject to the requirements of this Declaration, program requirements and the Loan Documents. Notwithstanding the foregoing, nothing in this subparagraph shall affect the rights of a Lender to approve the proposed transfer as required under a Lender loan document.

   ii) The Owner further covenants and agrees not to dispose of less than all of its interest in any building composing the Project.

   iii) The Owner shall not grant commercial leases or licenses relating to the Project (other than commercial leases with respect to insubstantial portions of the Project on a square footage basis) or permit the sale, transfer, conveyance or other encumbrance of the Project or any portion thereof during the effective term of this Declaration, provided that this Declaration shall not apply to any encumbrance, conveyance or transfer in conjunction with a sale, transfer or other conveyance of the Project that complies with the requirements of the Loan Documents and this Declaration.

9. Casualty, Condemnation, and Eminent Domain. Subject to the written requirements of the Deed of Trust of even date with this Declaration, and an agreement between a Lender and the Municipality, if any, the Owner represents, warrants and agrees that if the Project, or any portion thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, that the proceeds of any such condemnation or acquisition shall be assigned in full and paid to the Municipality as required by the Loan Documents, who shall cause such proceeds to be used to repair and restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter operate the Project in accordance with the terms of the Loan Documents and this Declaration; provided, however, that if repair or restoration of the Project is not practicable, the Owner shall not be obligated to repair or restore the Project, and an award of damages under this paragraph up to the amount of the unpaid principal and accrued interest of the Obligation Secured described in the Loan Documents may be retained by the Municipality and any remaining balance shall be paid to Declarant. The Municipality shall be a party to any agreement relating to the use of condemnation proceeds or insurance proceeds from damage to the Project to repair and restore the Project. The Municipality may, at the Municipality's option, appeal from any such award in the name of Declarant.

10. Covenants Run with the Land; Successors Bound Thereby.

a) Upon execution and delivery by the Owner, the Owner shall cause this Declaration and all amendments and attachments hereto to be recorded and filed in the official records of the county recorder's office in the county in which this Project is located and, if applicable, with the recording office of the appropriate Indian tribe if the Project is located on tribal land, and pay all fees and charges incurred in conjunction with recording of this Declaration and all addenda or amendments thereto. Upon recording, the Owner shall immediately transmit or cause to be sent directly from the recorder's office to the Municipality an executed original of the recorded Declaration showing the date, book and page number of recording. Where pertinent, the Municipality may require Owner to furnish a condition of title report for the Project prior to or after recordation of this Declaration.

b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project and land upon which the Project is constructed that, during the term of this Declaration, all of the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project: (i) shall be and are covenants running with the Project, encumbering the Project and land upon which the Project sits for the term of this Declaration, and are binding upon the Owner's successors in title and all subsequent owners and operators of the Project and the land upon which the Project sits; (ii) are not merely personal covenants of the Owner; and, (iii) shall bind the Owner and its and their respective successors and assigns during the term of this Declaration.

c) The Owner hereby agrees that any and all requirements of the laws of the State of Arizona to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate or title are intended to be satisfied hereby, or in the alternative, that an equitable servitude has been created to ensure that these restrictions will run with the land. For the term of this Declaration, each and every contract, deed or other instrument hereinafter executed conveying the Project or any portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Project or any portion thereof provides that such conveyance is subject to this Declaration.

d) The Owner further covenants and agrees to obtain the consent of any prior recorded lien holder on the Project to this Declaration and the recording thereof, and such consent shall be a condition precedent to the execution of this Declaration.

11. Subordination. Except for the "Permitted Encumbrances" identified in the Loan Documents or an intercreditor and subordination agreement or similar agreement executed by and between the Municipality and a Lender, the Owner warrants that it has not and will not execute any other agreement, lien or security interest, or otherwise become a party to such an agreement, lien or security interest with provisions contradictory to, or in opposition to, the provisions of this Declaration, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede the requirements and conflicts contained in any other agreement. In the event of a conflict between the provisions of this Declaration and the Loan Documents, the provisions of the Loan Documents shall control.

12. Effect of Other Restrictive Covenants. In the event that the Project is subject to declarations of restrictive covenants relating to other governmental sources of funding, then the more restrictive requirements shall apply.

13. Amendment. This Declaration may be amended with the prior written approval of the Municipality to correct factual errors contained herein or to reflect changes in pertinent law, and program requirements. No amendment to this Declaration may be made without the prior written approval of the Municipality. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Municipality's legal counsel, are reasonably necessary or desirable to correct factual errors or for maintaining compliance with program requirements.

14. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

15. Nonwaiver. The failure of the Municipality at any time to require performance of any provision or to resort to any remedy provided under this Declaration, or the Municipality's agreement to provide accommodation outside the terms of this Declaration, shall in no way affect the right of the Municipality to require contract performance or to resort to a remedy at any time, or to refuse to make accommodation thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

16. Notices. All notices to be given pursuant to this Declaration shall be in writing and delivered personally or by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such

other place as a party may from time to time designate in writing. Such notice shall be deemed effective upon receipt if given by personal delivery or three (3) days after the mailing thereof if given by certified or registered mail.

To the Municipality:	Town of Camp Verde 473 S. Main Street, Suite 102 Camp Verde, Arizona 86322 Attention: Economic Development Director
To the Owner:	Sycamore Vista II Limited Partnership 15957 N. 81st Street, Suite 101 Scottsdale, AZ 85260 Attention: Mark Breen, Manager

The Municipality, and the Owner, may, by notice given hereunder, designate any future or different addresses to which subsequent notices; certificates or other communications shall be sent.

17. Governing Law. This Declaration shall be governed by the laws of the State of Arizona and, where applicable, the laws of the United States of America.

18. Venue. The parties consent to venue in the Arizona Superior Court for Maricopa County for any legal action arising under this Declaration.

19. Survival of Obligations. The obligations of the Owner as set forth herein shall survive the disbursement of the funding that is the subject of this Declaration. Notwithstanding the full repayment of the loan evidenced by the Promissory Note and the Owner's release from all obligations arising thereunder, the obligations and responsibilities set forth in this Declaration shall remain in full force and effect for so long as the Land Use Restrictive Agreement between the Owner and the State of Arizona remains applicable to or governs the Project.

20. Counterparts. This Declaration may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement.

[***SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES***]

IN WITNESS WHEREOF, the Declarant, Landlord, and Municipality have caused this Declaration to be executed as of the day and year first written below.

DECLARANT/OWNER:

SYCAMORE VISTA II LIMITED PARTNERSHIP,
an Arizona Limited Partnership

By: Sycamore Vista Developers, LLC,
its General Partner

By: ________________
Name: Mark Breen
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the___day of ________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista II Limited Partnership, an Arizona Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________ ______________________________

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

LANDLORD:

CAMP VERDE LAND HOLDING, LLC,
an Arizona limited liability company

By: _______________
Name: Jessica Raymond
Title: Manager

STATE OF Connecticut)
) ss.
County of Hartford)

On this the ______ day of __________ 2026, before me, a Notary Public, personally appeared Jessica Raymond, the Manager of Camp Verde Land Holding, LLC, an Arizona limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____ ____

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

<u>MUNICIPALITY</u>:

TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF Arizona)
) ss.
County of Yavapai)

On this the ____day of _________________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared__________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that s/he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

____ ____

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

ATTACHMENT I

Legal Description of the Project

For APN/Parcel ID(s): 403-23-434C and 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

The following is a description of a parcel of land, located in the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535 [Record Source #1 (R1)], and Reception No. 2024-0013536 [Record Source #2 (R2)] records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1, R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet (R1, R2),[also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northeast corner of said (R1), on said Southerly line "North Homestead Parkway" and the TRUE POINT OF BEGINNING;

Thence South 21° 59' 07" East, a distance of 357.31 feet [South 21° 59' 07" East (R1, R2)], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the East line of said (R2);

Thence South 68° 01′ 52" West, a distance of 298.94 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860;

Thence 21° 58′ 08" West, a distance of 23.03 feet, to a set plastic cap atop a 1/2" rear stamped "RLS 48860";

Thence South 65° 25' 49" West, a distance of 255.75 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the West line of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 62° 01' 49" West, a distance of 3,864.91 (R1);

Thence along said curve to the left, through a central angle of 05° 24' 48", an arc length of 365.15 feet [also being subtended by a chord bearing of North 30° 40' 15" West, having a chord length of 365.01 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northwest corner of said (R1) and a point on the Southerly line of said Homestead Parkway;

Thence North 77° 42' 25" East, a distance of 47.30 feet (R1), to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1) and the beginning of a tangent curve to the left, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the left, through a central angle of 09° 41' 32", an arc length of 84.58 feet [also being subtended by a chord bearing of North 72° 51' 39" East, having a chord length of 84.48 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1);

Thence North 68° 00' 53" East, a distance of 478.78 feet (R1), along the Southerly line of said Homestead Parkway to the TRUE POINT OF BEGINNING.

The subject Parcel of land described herein contains 4.647 acres of land more or less and is subject to all exceptions, easements and other items of the public record that may be pertinent thereto.

Excepting therefrom a 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in, on, over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00' 53" West, a distance of 478.78 feet (R1) to a set plastic cap atop a rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09' 39", an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05' 42" West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of said Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49' 43" East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18' 50" East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49' 34" East, a distance of 20.98 feet (R1), to the point of TERMINUS.

The subject strip of land described herein contains 0.209+/- acres of land, the side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

ATTACHMENT II

Occupancy Restrictions and Project Unit Characteristics

This Attachment describes the specific affordability requirements and occupancy restrictions for the Project required by the applicable program regulations and the project characteristics as described and represented to the ADOH by the Owner in the materials described in Recital paragraph C. The Project shall be operated and maintained according to the unit mix and with the amenities described herein.

1. Residential Rental Unit Mix. The Owner acknowledges that the Project will consist of eight **(8)** residential buildings and one **(1)** non-residential building. The Project's unit mix will include a total of eighty **(80)** units: zero **(0**) one-bedroom one-bathroom, zero **(0)** two-bedroom one-bathroom, twelve **(12)** two-bedroom two-bathroom, forty **(40)** three-bedroom two-bathroom, twenty-eight **(28)** four-bedroom two-bathroom units. Of the eighty **(80)** units, twenty **(20)** are to be rented at market rates, and sixty **(60)** units are to be rented to Low-Income Households.

2. Tenant Income and Rent Restrictions. No less than two **(2)** two-bedroom, three **(3)** three-bedroom units, and two **(2)** four-bedroom units must be designated as ADOH state housing trust fund-assisted units and will be configured as follows: all such units must be reserved for Low-Income Households, and the rents, paid by the tenants, on all those units shall be no greater than the Low-Income Household rent limit for the unit, adjusted for a tenant-paid Utility Allowance.

3. Proposed Rents. The following are the **proposed** rent limits for all units as provided in the application by the Owner. All future rent increases must be approved in writing by the ADOH Compliance Department prior to implementation.

Two Bedroom 60% - $1,222.00 gross rent

Three Bedroom 60% - $1,413.00 gross rent

Four Bedroom 60% - $1,576.00 gross rent

When Recorded Return To:

Arizona Department of Housing
ATTN: Rental Programs Administrator
1110 West Washington Street, Suite 280
Phoenix, Arizona 85007

SUBORDINATION AGREEMENT

EFFECTIVE DATE: _________________, 2026

BORROWER: Sycamore Vista II Limited Partnership,
an Arizona limited partnership
15957 North 81st Street, Suite 101
Scottsdale, AZ 85260-1851

SENIOR LENDER: State of Arizona, Arizona Department of Housing,
a constituent department and an agency of the State of Arizona
1110 West Washington Street, Suite 280
Phoenix, AZ 85007
Attn: Asset Manager

SUBORDINATE LENDER: Town of Camp Verde,
an Arizona municipality
473 S. Main Street, Suite 102
Camp Verde, AZ 86322

BACKGROUND

A. Senior Lender has made or agreed to make a gap loan to Borrower in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Senior Loan"), made pursuant to that certain Funding Agreement No. 441-24 by and between Senior Lender and Borrower (the "Senior Funding Agreement"). The Senior Loan is evidenced by, among other things, a Promissory Note State Housing Trust Funds for Rental Development Projects by and between Senior Lender and Borrower (the "Senior Note"), and a Declaration of Covenants, Conditions, and Restrictions (State Housing Trust Fund Program) (the "Senior Declaration"). The Senior Loan is secured by, among other things, a Leasehold Deed of Trust with Assignment of Rents, Fixture Filing and Security Agreement executed by Borrower in favor of Senior Lender (the "Senior Deed of Trust"), which was recorded in the Official Records of Yavapai County, Arizona on December 8, 2025, and a UCC-1 Financing Statement, filed with the appropriate financial institutions of the State of Arizona concurrently therewith, all as encumbrances upon the real property legally described on Exhibit A attached hereto (the "Property"). The Senior Funding Agreement, Senior Note, Senior Declaration, Senior Deed of Trust, and other documents evidencing, securing, or otherwise relating to the Senior Loan, including without any limitation, UCC-1 financing statement(s), are collectively referred to as the "Senior Loan Documents".

B. Subordinate Lender has made or agreed to make a gap loan to Borrower in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) (the "Subordinate Loan"). The Subordinate Loan is evidenced by, among other things, a Gap Loan Promissory Note (the "Subordinate Note"), and is secured by, among other things, a Gap Loan Deed of Trust, executed by Borrower in favor of Subordinate Lender (the "Subordinate Deed of Trust"), which will be recorded in the Official Records of Yavapai County, Arizona concurrently herewith, as an encumbrance upon the Property. The Subordinate Note and Subordinate Deed of Trust, and other documents evidencing, securing, or otherwise relating to the Subordinate Loan, including without limitation, any UCC-1 Financing Statement(s), are collectively referred to as the "Subordinate Loan Documents".

C. As of the Effective Date, the Subordinate Loan is not in default.

D. As a condition precedent to the making of the Senior Loan, Senior Lender has required Subordinate Lender to subordinate the lien of the Subordinate Deed of Trust to the lien of the Senior Deed of Trust on the terms and conditions, and to the extent, set forth below.

E. Senior Lender and Subordinate Lender (collectively, "Lenders" or either of them, a "Lender") have entered into this Subordination Agreement (this "Agreement") to establish the priorities of their real and personal property interests described in the Senior Loan Documents and the Subordinate Loan Documents (collectively, the "Collateral") and to set forth certain other agreements between them regarding their relative rights against Borrower and the Collateral, and Borrower has also entered this Agreement to acknowledge its agreement with, and approval of, such terms.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties represent, warrant and agree as follows:

1. **Lien Subordination.** Without waiving Subordinate Lender's right to enforce the Subordinate Loan Documents in the event of a default, Subordinate Lender hereby unconditionally and irrevocably subordinates the lien of the Subordinate Deed of Trust, any other liens in personal property securing the Subordinate Loan and evidenced by the Subordinate Loan Documents or any UCC-1 financing statement(s), and all of Subordinate Lender's rights, remedies and privileges thereunder to the lien of the Senior Deed of Trust, any other liens in real and

personal property securing the Senior Loan and evidenced by the Senior Loan Documents or any UCC-1 financing statement(s), and all of Senior Lender's rights, remedies, and privileges thereunder and to all advances or charges made or accruing under the Senior Loan Documents. This Agreement extends to and includes, without limitation, the unconditional and irrevocable subordination of the liens of the Subordinate Loan Documents to: (i) the Senior Loan, the liens of the Senior Loan Documents and any and all advances under the Senior Loan Documents; (ii) all terms, provisions, covenants, agreements and conditions of, and all claims under or relating to, the Senior Deed of Trust (including those relating to the determination and disposition of insurance proceeds, condemnation awards, sales proceeds and similar amounts and the obligations of any guarantor), subject to Section 5 below; (iii) all fees, expenses, indemnities and other amounts payable to Senior Lender under the Senior Loan Documents; (iv) any and all amendments, modifications, extensions, renewals, increases or consolidations of the Senior Loan Documents so long as such amendments, modifications, increases or consolidations do not increase the original principal amount of the Senior Loan, the applicable interest rate, or the term, except for amounts expended by Senior Lender to preserve the Property.

2. **Consent to Senior Loan.** Subject to the terms of this Agreement, and without waiving any rights it may have under the Subordinate Loan Documents that may prohibit any further senior or subordinate financing, Subordinate Lender hereby consents to the Senior Loan, Borrower's execution and acknowledgment of the Senior Funding Agreement, Senior Note, Senior Deed of Trust and any other Senior Loan Document, and the existence of Senior Lender's senior lien against the Collateral pursuant to the Senior Loan Documents. Subordinate Lender acknowledges and agrees that Senior Lender would not make the Senior Loan without this Agreement. Senior Lender may rely upon the agreements, acknowledgements, and information set forth herein in connection with the Senior Loan to Borrower.

3. **Payments**. Senior Lender hereby consents to the Subordinate Lender collecting payments from Borrower under and pursuant to the Subordinate Loan Documents.

4. **Defeasance of Payments.** If and to the extent that any payment under the Senior Loan Documents or Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is declared by any court of competent jurisdiction to be a fraudulent conveyance or a preference, set aside, or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar person, the Senior Loan or Subordinate Loan, or such part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred. Similarly, if and to the extent that any payment under the Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is required to be paid to Senior Lender under the terms of this Agreement, or otherwise, then if such payment is actually recovered by, or paid over to, Senior Lender, the Subordinate Loan(s), or such part thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred; however, nothing herein requires Subordinate Lender to pay over to

Senior Lender any payment that is claimed and/or declared to be a fraudulent conveyance or a preference, set aside or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law. If and to the extent that any payment under the Subordinate Loan Documents (whether by or on behalf of the Borrower, any guarantor, as proceeds of collateral, or enforcement of any right of setoff or otherwise) is required to be paid to Senior Lender under the terms of this Agreement, or otherwise, and then if such payment is actually required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, and such payment is recovered by, or paid over to such trustee, receiver or other similar person, then the Senior Loan and Subordinate Loan, and such parts thereof originally intended to be satisfied, shall be deemed to be reinstated and outstanding as if such payment had not occurred.

5. **Insurance and Condemnation Provisions.**

5.1. Subordinate Lender hereby subordinates all of its right, title, interest or claim in and to: (i) all proceeds of all policies of insurance covering all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof or insuring the Borrower, and (ii) all awards or other compensation made for any taking of all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof, to the rights of Senior Lender in and to such insurance proceeds and condemnation awards.

5.2. So long as any indebtedness remains outstanding under the Senior Loan Documents, Senior Lender shall be entitled to receive any and all insurance or condemnation awards or proceeds for all or any portion of the Property or a building in which Subordinate Lender's interest has been subordinated pursuant to the terms hereof, either for application to such indebtedness or for such repair, reconstruction, or renewal of the Property as Senior Lender shall direct in its sole discretion. If, following any such application or disposition of the insurance proceeds or condemnation awards and other compensation, any balance remains, then such excess shall be made payable to Subordinate Lender, or if Subordinate Lender's rights to receive such proceeds are disputed by the Borrower or other parties, then Senior Lender may either make such excess payable to the joint order of Borrower and Subordinate Lender as their interests may appear under the Subordinate Loan Documents, or Senior Lender may interplead such excess into court for further disposition.

5.3. Subordinate Lender agrees at any time, and from time to time, to execute such documents as Senior Lender or an insurer may reasonably require to confirm that any rights that Subordinate Lender may have as a loss payee or additional insured are expressly subject and subordinate to the rights of Senior Lender as an additional insured or loss payee. If any insurance or condemnation awards or proceeds are tendered or paid to Subordinate Lender in violation of this Section 5, Subordinate Lender shall immediately tender such awards or proceeds to Senior Lender.

6. **Waivers.** Except expressly provided herein, neither Lender has made any representations to the other Lender about Borrower's creditworthiness or the Property, nor is either Lender relying on the underwriting or due diligence investigation of the other Lender.

7. **Notices.** Any notices given to any party hereunder shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail, postage prepaid, return receipt requested and addressed to such party at the addresses provided on the cover page , or to such other address(es) or addressee(s) as the party to be served with notice may have furnished in writing to the other party, effective three (3) days after mailing.

8. **Construction**. This Agreement shall be construed as a whole, in accordance with the fair meaning of its language, and as each party has been represented by legal counsel of its choice in the negotiation and drafting of this Agreement, neither this Agreement nor any provision thereof shall be construed for or against either party by reason of the identity of the party drafting this, or any portion of this Agreement.

9. **Other Provisions.**

9.1. Subordinate Lender may assign Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent to another constituent department and/or agency of the State of Arizona.

9.2. Senior Lender shall provide Subordinate Lender with notice of Senior Lender's intent to assign its interest in the Senior Loan to another party. Senior Lender shall not assign Senior Lender's interest in the Senior Loan without the prior written consent of Subordinate Lender, and such consent shall not be unreasonably withheld.

9.3. Subordinate Lender acknowledges and agrees that Senior Lender would not make the Senior Loan without this Agreement.

9.4. Subordinate Lender acknowledges having received and reviewed, or an opportunity to receive and review copies of the Senior Note and the Senior Deed of Trust and consents to and approves all of the provisions thereof.

9.5. This Agreement constitutes the entire agreement between the parties, and as long as all or any part of the Senior Note remains unsatisfied, shall supersede and render unenforceable any inconsistent prior agreements regarding the subordination of the Subordinate Loan and any liens or rights created thereunder.

9.6. If any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

9.7. This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, successors and assigns.

9.8. This Agreement is construed by and governed in accordance with the laws of the State of Arizona.

9.9. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument. If counterpart originals are deposited into escrow for recording, the escrow agent may insert and substitute signature and notary pages, as needed, to create a single recordable original agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Senior Lender has duly executed and delivered this Subordination Agreement as of the Effective Date.

SENIOR LENDER:
STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING,
a constituent department and an agency of the State of Arizona

By: ______________________________

Ruby Dhillon-Williams, Director
or Joan Serviss, Deputy Director
or Keon Montgomery, Assistant Deputy Director/Housing & Community Development

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________ ______________________________

Notary Expiration Date Signature of the Notary Public

[STAMP/SEAL]

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Subordinate Lender has duly executed and delivered this Subordination Agreement as of the Effective Date.

SUBORDINATE LENDER:
TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____________________________________ ____

Notary Expiration Date | Signature of the Notary Public

[STAMP/SEAL]

62850210/071219.0004

Signature/Acknowledgment Page
to Subordination Agreement

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Subordination Agreement as of the Effective Date.

BORROWER:
SYCAMORE VISTA II LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC,
Its General Partner

By: ___________________________
Name: Mark Breen
Title: Manager

STATE OF ______________)
) ss.
County of _______________)

On this the ________ day of ________________________ 2026, before me, a Notary Public, personally appeared Mark Breen, the Manager of Sycamore Vista Developers, LLC, General Partner of Sycamore Vista II Limited Partnership, an Arizona limited partnership, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

My commission expires:___________________ ____________________________________
Notary Public

[STAMP/SEAL]

Exhibit A

Legal Description of Real Property

For APN/Parcel ID(s): 403-23-434C and 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

The following is a description of a parcel of land, located in the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535 [Record Source #1 (R1)], and Reception No. 2024-0013536 [Record Source #2 (R2)] records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1, R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet (R1, R2),[also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northeast corner of said (R1), on said Southerly line "North Homestead Parkway" and the TRUE POINT OF BEGINNING;

Thence South 21° 59' 07" East, a distance of 357.31 feet [South 21° 59' 07" East (R1, R2)], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the East line of said (R2);

Thence South 68° 01′ 52" West, a distance of 298.94 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860;

Thence 21° 58′ 08" West, a distance of 23.03 feet, to a set plastic cap atop a 1/2" rear stamped "RLS 48860";

Thence South 65° 25' 49" West, a distance of 255.75 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the West line of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 62° 01' 49" West, a distance of 3,864.91 (R1);

Thence along said curve to the left, through a central angle of 05° 24' 48", an arc length of 365.15 feet [also being subtended by a chord bearing of North 30° 40' 15" West, having a chord length of 365.01 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northwest corner of said (R1) and a point on the Southerly line of said Homestead Parkway;

Thence North 77° 42' 25" East, a distance of 47.30 feet (R1), to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1) and the beginning of a tangent curve to the left, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the left, through a central angle of 09° 41' 32", an arc length of 84.58 feet [also being subtended by a chord bearing of North 72° 51' 39" East, having a chord length of 84.48 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1);

Thence North 68° 00' 53" East, a distance of 478.78 feet (R1), along the Southerly line of said Homestead Parkway to the TRUE POINT OF BEGINNING.

The subject Parcel of land described herein contains 4.647 acres of land more or less and is subject to all exceptions, easements and other items of the public record that may be pertinent thereto.

Excepting therefrom a 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in, on, over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00' 53" West, a distance of 478.78 feet (R1) to a set plastic cap atop a rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09' 39", an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05' 42" West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of said Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49' 43" East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18' 50" East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49' 34" East, a distance of 20.98 feet (R1), to the point of TERMINUS.

The subject strip of land described herein contains 0.209+/- acres of land, the side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.

WHEN RECORDED UPLOAD ELECTRONIC COPY TO:

Arizona Department of Housing
1110 W. Washington, Suite 280
Phoenix, AZ 85007

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT (this "Agreement"), effective as of the date of recording (the "Effective Date"), delivered by the Town of Camp Verde, an Arizona municipality, and its successors and assigns (the "Lender"), to the State of Arizona, Arizona Department of Housing, a constituent department and an agency of the State of Arizona, together with its successor and/or assignees to its rights, duties and obligations (the "Department"); and is acknowledged to by Sycamore Vista II Limited Partnership, an Arizona limited partnership ("Owner").

RECITALS

A. The Department has been designated by the State of Arizona pursuant to Arizona Revised Statute Section 41-3951 *et seq.*, and by the Arizona Revised Statutes Section 35-728(B) and (E) as the designated housing credit agency for the State of Arizona for allocation of tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended and the United States Department of the Treasury Regulations (collectively the "Code");

B. The Owner is or shall acquire a fee or lessee's interest in an eighty (80) unit residential rental housing project located on lands within the City of Camp Verde, County of Yavapai, State of Arizona as more fully described in Exhibit A attached hereto and incorporated herein (the "Project");

C. In connection with the Owner's acquisition of its interest in the Project, the Lender made a loan in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) to Owner (the "Loan"). The Loan is evidenced by that certain Gap Loan Promissory Note in the original principal amount of One Hundred Twenty Five Thousand and No/100 Dollars ($125,000.00) made by the Owner to the order of the Lender (the "Note");

D. The Owner's repayment of the Loan and performance of the terms of the Note is secured by a lien on the Project created by that certain Gap Loan Deed of Trust, dated _________________, and recorded on __________________ in the official records of the State of Arizona, County of Yavapai Recorder's Office at Instrument No. ___________________ (the "Deed of Trust") (the Note, the Deed of Trust and each and every other document and instrument executed by the Owner in connection with the making of the Loan by the Lender are collectively referred to as the "Lender Loan Documents");

E. The Department and the Owner have entered into that certain Declaration of Affirmative Land Use and Restrictive Covenants Agreement recorded on December 8, 2025, in the official records of the State of Arizona, County of Yavapai Recorder's Office (the "Declaration"), pursuant to which, under the terms of the Declaration, the Department shall allocate federal tax credits under the Low Income Housing Tax Credit program ("Tax Credits") as described in Sections 38(a) and 42 of the Internal Revenue Code of 1986, as amended (collectively, the "Code") to the Project;

F. The allocation of the Tax Credits to the Project by the Department is of material benefit to the Lender;

G. Certain provisions of the Declaration are required by federal law to protect the rights of the Project's tenants in the event the Project is acquired by foreclosure or instrument in lieu of foreclosure; and

H. The Department requires the execution and delivery of this Agreement by the Lender and the Owner as a condition to the Department's entering into the Declaration.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Accuracy of the Recitals. The parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Consent to Execution. The Lender hereby consents to the execution by the Owner of the Declaration.

3. Subordination. The Lender hereby subordinates its lien(s) to the rights and interests created pursuant to paragraph 9(b) of the Declaration.

4. Acknowledgment and Agreement Regarding Three-Year Period After Termination. The Lender acknowledges and agrees that pursuant to paragraph 9(a) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with the Owner a purpose of which is to terminate such period); provided, however, Lender hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of paragraph 9(b) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the Project.

5. Lender Loan Documents. The Lender agrees that should any provision of any Lender Loan Document purport to limit or impair any rights of the Department under paragraph 9(b) of

the Declaration, then such provision shall be of no force and effect to the extent necessary to ensure there is no such limitation or impairment on the rights of the Department.

6. Absolute Subordination. The Department shall have absolutely no duty or responsibility, and the priority of the provisions of paragraph 9(b) of the Declaration over the Lender Loan Documents shall in no way be affected or diminished by any failure of the Department, regarding any act or omission by the Department relating to the provisions of paragraph 4 of the Declaration, the Owner or otherwise.

7. Controlling Instrument. In the event of any conflict between this Agreement and any of the Lender Loan Documents, this Agreement shall control to the extent of such inconsistency.

8. Successors, Assigns and Participants. This Agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, participants, successors and assigns.

9. Counterparts. This Agreement may be executed in any one or more counterparts, each of which in the aggregate shall constitute one and the same Agreement.

10. Governing Law. This Agreement shall be controlled by, governed in accordance with and enforced under the internal laws of the State of Arizona without regard to conflicts of law principles.

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Lender has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

AGREED:

LENDER:
TOWN OF CAMP VERDE,
an Arizona municipality

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____________________________________ _____________________________________
Notary Expiration Date Signature of the Notary Public for Lender

[STAMP/SEAL]

<u>*RECEIVED AND ACKNOWLEDGED*</u>:

DEPARTMENT:
State of Arizona, Arizona Department of Housing,
a constituent department and an agency of the State of Arizona

By: ___________________________________
Ruby Dhillon-Williams, Director
or Joan Serviss, Deputy Director
or Keon Montgomery, Assistant Deputy Director/Housing & Community Development

STATE OF Arizona)
) ss.
County of Maricopa)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____________________________________ ____
Notary Expiration Date Signature of the Notary Public for Department

[STAMP/SEAL]

ACKNOWLEDGED:

OWNER:
SYCAMORE VISTA II LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Sycamore Vista Developers, LLC
Its: General Partner

By: ______________________________
Mark Breen
Its: Manager

STATE OF ________________)
) ss.
County of ________________)

On this the ____day of __________ 2026, acknowledged before me, a Notary Public, by means of communication technology or personally appeared ______________________________________, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

______________________________________ ______________________________________
Notary Expiration Date Signature of the Notary Public for Owner

[STAMP/SEAL]

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 403-23-434C and 403-23-434D

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

The following is a description of a parcel of land, located in the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535 [Record Source #1 (R1)], and Reception No. 2024-0013536 [Record Source #2 (R2)] records of the Yavapai County Recorder's Office, the subject parcel of land, being more particularly described as follows:

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1, R2), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1, R2), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet (R1, R2),[also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northeast corner of said (R1), on said Southerly line "North Homestead Parkway" and the TRUE POINT OF BEGINNING;

Thence South 21° 59' 07" East, a distance of 357.31 feet [South 21° 59' 07" East (R1, R2)], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the East line of said (R2);

Thence South 68° 01′ 52" West, a distance of 298.94 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860;

Thence 21° 58′ 08" West, a distance of 23.03 feet, to a set plastic cap atop a 1/2" rear stamped "RLS 48860";

Thence South 65° 25' 49" West, a distance of 255.75 feet, to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the West line of said (R1) and the beginning of a non-tangent curve to the left, concave to the Southwest, from which the radius point bears South 62° 01' 49" West, a distance of 3,864.91 (R1);

Thence along said curve to the left, through a central angle of 05° 24' 48", an arc length of 365.15 feet [also being subtended by a chord bearing of North 30° 40' 15" West, having a chord length of 365.01 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking the Northwest corner of said (R1) and a point on the Southerly line of said Homestead Parkway;

Thence North 77° 42' 25" East, a distance of 47.30 feet (R1), to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1) and the beginning of a tangent curve to the left, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the left, through a central angle of 09° 41' 32", an arc length of 84.58 feet [also being subtended by a chord bearing of North 72° 51' 39" East, having a chord length of 84.48 feet], to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on the Southerly line of said Homestead Parkway (R1);

Thence North 68° 00' 53" East, a distance of 478.78 feet (R1), along the Southerly line of said Homestead Parkway to the TRUE POINT OF BEGINNING.

The subject Parcel of land described herein contains 4.647 acres of land more or less and is subject to all exceptions, easements and other items of the public record that may be pertinent thereto.

Excepting therefrom a 26.00 feet wide strip of land, being an easement for ingress, egress purposes, in, on, over and through a portion of the Southeast quarter of Section 25, 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 that document recorded in Reception No: 2024-0013535, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], The subject strip of land, lying 13.00 feet either side of the following described centerline;

Beginning for Reference at a "P.K." nail and washer stamped "RLS 27238", marking the Center quarter corner of Section 25, from which an Aluminum cap Iron bar stamped "RLS 12218" marking the East quarter corner of said Section 25 bears South 89° 54' 24" East, at a distance of 2648.79 feet [Basis of Bearings(R1);

Thence South 89° 54' 24" East, a distance of 1639.29 feet (R1), along the East-West mid-section line of said Section 25, to a calculated point which falls in the "Verde Irrigation Ditch";

Thence South 36° 53' 04" East, a distance of 326.12 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 39' 29" East, a distance of 104.97 feet (R1), to a calculated point in said "Verde Irrigation Ditch";

Thence South 37° 32' 23" East, a distance of 333.15 feet (R1), to a calculated point in said "Verde Irrigation Ditch", marking a point on the South line of "North Homestead Parkway" as described in Reception No: 2015-0033562, records of Yavapai County and the beginning of a Non-tangent curve to the left, concave to the Southeast, from which the Radius point bears South 18° 04' 11" East, at a distance of 570.00 feet;

Thence along said curve to the left and said Southerly line "North Homestead Parkway", through a central angle of 03° 54' 56", an arc length of 38.95 feet [also being subtended by a chord bearing of South 69° 58' 21" West, having a chord length of 38.95 feet], to a calculated point;

Thence South 68° 00' 53" West, a distance of 880.63 feet (R1) to a set plastic cap atop a 1/2" rebar stamped "RLS 48860", marking a point on said Southerly line "North Homestead Parkway" and the Northeast corner of said (R1);

Thence South 68° 00' 53" West, a distance of 478.78 feet (R1) to a set plastic cap atop a rebar stamped "RLS 48860, marking a point on said Southerly line "North Homestead Parkway" and the beginning of a tangent curve to the right, concave Northwesterly, having a radius of 500.00 feet (R1);

Thence along said curve to the right, through a central angle of 08° 09' 39", an arc length of 71.22 feet [also being subtended by a chord bearing of South 72° 05' 42" West, having a chord length of 71.16 feet], to a calculated point, marking a point on the Southerly line of said Homestead Parkway (R1) and the TRUE POINT OF BEGINNING;

Thence South 17° 49' 43" East, a distance of 47.32 feet (R1), to a calculated point;

Thence South 29° 18' 50" East, a distance of 283.25 feet (R1), to a calculated point;

Thence South 27° 49' 34" East, a distance of 20.98 feet (R1), to the point of TERMINUS.

The subject strip of land described herein contains 0.209+/- acres of land, the side lines of said strip of land are to be Shortened and lengthened to intersect parcel lines and is subject to all items of the public record that may be pertinent thereto.