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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, FEBRUARY 6, 2019 at 6:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

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

1. Call to Order

2. Roll Call. Council Members Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German.

3. Pledge of Allegiance

4. Consent Agenda – All those items listed below may be enacted upon by one motion and approved 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) Council Hears P&Z Matters – January 23, 2019
- 2) Special Session – January 30, 2019
- 3) Executive Session – January 30, 2019 (recorded and on file)

b) Set Next Meeting, Date and Time:

- 1) Friday, February 8, 2019 at 8:00 a.m. – Special and Executive Sessions
- 2) Wednesday, February 13, 2019 at 5:30 p.m. – Work Session
- 3) Wednesday, February 20, 2019 at 6:30 p.m. – Regular Session
- 4) Wednesday, February 27, 2019 at 6:30 p.m. – Council Hears P&Z Matters
- 5) Wednesday, March 6, 2019 at 6:30 p.m. – Regular Session

c) Approval of Ordinance 2019-A441, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving submission of Escrow Papers to the Title Company, for the Purchase of 4.4 Acres of Real Property located in Yavapai County and described in Exhibit A. [Staff Resource: Steve Ayers]

5. Special Announcements and presentations.

6. 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,

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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 A.R.S. §38-431.01(H))

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7. Business. Legal action can be taken.

7.1. Discussion and possible appointment of Council members as Town Representatives and alternates to Verde Valley Regional Economic Organization (VVREO) and Phillip England Center for the Performing Arts boards. (continued from 12/19/18 meeting) [Resource: Council]

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

9. Council Informational Reports. These reports are relative to the committee meetings that Council members attend. The Committees are: Camp Verde Schools Education Foundation, Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

10. Manager/Staff Report Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. Adjournment

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

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021

Agenda items may be taken out of order.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - A. 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 A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

DRAFT MINUTES
TOWN OF CAMP VERDE
COUNCIL HEARS PLANNING AND ZONING MATTERS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 23, 2019 at 6:30 P.M.

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

1. Call to Order

Mayor German called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Charles German, Vice Mayor Dee Jenkins, Councilor Joe Butner, Councilor Robin Whatley (via conference call), Councilor Bill LeBeau, Councilor Jesse Murdock and Councilor Buck Buchanan are present.

Also Present

Community Development Director Carmen Howard, Town Manager Russ Martin, Building Official Robert Foreman, Bldg. Insp./Plans Examiner Jon Rivero, Deputy Clerk Virginia Jones and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Mayor German led the Pledge.

4. Consent Agenda – All those items listed below may be enacted upon by one motion and approved 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) Work Session Minutes - January 9, 2019

b) Set Next Meeting, Date and Time:

- 1) Wednesday, February 6, 2019, at 6:30 p.m. – Regular Session
- 2) Friday, February 8, 2019, at 8:00 a.m. – Special (Budget) Session
- 3) Wednesday, February 13, 2019, at 5:30 p.m. - Work Session
- 4) Wednesday, February 20, 2019, at 6:30 p.m. – Regular Session
- 5) Wednesday, February 27, 2019, at 6:30 p.m. – Council Hears Planning & Zoning Matters

Councilor Butner noted a correction in the January 9, 2019 minutes. Page 4 (of minutes), third paragraph should read “Cavalry”, not “Calvary”. Deputy Clerk Virginia Jones explained this error was identified prior to the meeting and corrected (administratively) in minutes.

Motion made by Councilor LeBeau to approve the consent agenda as written as with corrected. Second was made by Councilor Butner. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, LeBeau, Murdock, Butner and Buchanan

approving.

5. Special Announcements and presentations.

None

6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

No public comments received.

7. Business - Council Hears P&Z Matters. Legal action can be taken.

7.1. Discussion and possible approval of Resolution 2019-1019, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving a Preliminary Plat for the purpose of developing a 12 lot Business Park on approximately 6.59 acres located on the west side of Homestead Parkway south of the Verde Ditch; APN 403-23-104W, in Camp Verde, Yavapai County, Arizona.
[Staff Resource: Carmen Howard]

Community Development Director Carmen Howard explained that Scott Simonton, Simonton Ranch 1, LLC, has submitted an application for a Preliminary Plat for Parcel No. 403-23-104W. The request is a proposal known as "White Hawk Business Park", which will create 12 individual parcels for commercial development. The property is located at the end of the Homestead Parkway extension, northeast of State Route 260, just past the intersection of Davidson Drive. Ms. Howard pointed out property on the projection screen.

The Zoning District for this property is C2 (Commercial: General Sales and Services). It borders the new Verde Valley Archaeology Pit House site to the west, low density residential to the north, vacant Arizona State Parks land to the east, and vacant residential property to the south. Mr. Simonton intends to develop Homestead Parkway to the end of the existing right-of-way, which is the furthest edge of the subject parcel. The internal roadway in the project, White Hawk Drive, will be dedicated to the public and also developed by Mr. Simonton. Existing utilities will be extended into the project, providing service hookup for future parcel owners.

Ms. Howard stated this subdivision is well-designed and well-engineered subdivision Preliminary Plat. This is the first part of the Platting Process. The next part is the Final Plat which the Council will review. There Council will see the dedications and that will be the recorded document.

All of the requirements relating to approvals, postings, the infrastructure has all been completed by both the applicant and the staff. Staff recommends approval of the request for a Preliminary Plat, to be known as "White Hawk Business Park" for the development of commercial uses.

On the projection screen, Ms. Howard showed a map of the parcel in its current state. She explained that Mr. Simonton has worked with adjacent neighbor and has put in a 50ft buffer between the residential area, as requested by the property owner.

Comments coming from adjoining neighbors, Mr. Simonton goes above and beyond and has fixed everyone's drainage.

Motion made by Councilor Murdock to approve Resolution 2019-1019, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving a Preliminary Plat for the purpose of developing a 12-lot business park on approximately 6.59 acres located on the west side of homestead parkway south of the Verde Ditch; APN 403-23-104W, in Camp Verde, Yavapai County, Arizona. Second was made by Councilor Jenkins. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, LeBeau, Murdock, Butner and Buchanan approving.

7.2. Possible approval of Resolution No. 2019-1017, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring a certain document filed with the Town Clerk and entitled “adoption of the 2018 International Code Council Codes, (ICC) and related public codes”, to be a public record of the Town of Camp Verde, Arizona, amending Town Code, Chapter 7 – Building, Article 7-1, Section 7-1-100 – Town of Camp Verde Technical Code Amendments and Article 7-2 – Administrative Building Code, Section 7-2-101 – General, through Section 7-2-111 – Fees. [Staff Resource: Robert Foreman]

Building Official Robert Foreman explained that along with most Northern Arizona jurisdictions, Town of Camp Verde has been on a six (6) year code adoption and update for the International Building Codes. Camp Verde is currently on the 2012 Building Codes, having skipped the 2015 Code cycle. It is of benefit to all citizens, business owners and developers to stay current with ever-evolving building technology. This is generally a routine and necessary process.

In 2011 Camp Verde’s ISO rating (for insurance companies) was a 5 for both residential and commercial buildings (score from 1 to 10 with “1” being best). After adopting the 2012 codes and audit in 2015 it brought the ISO score down to a “3” for Residential and Commercial down to a “2”. The lower the score the better for the citizens, as ISO audits have a direct impact on the insurance ratings for property owners both residential and commercial. This directly impacts the taxpayers’ pocketbooks. If you skip two code cycles those numbers will go up.

In addition, the National Association of Home Builders does a cost analysis of new codes and they believe the 2018 code will reduce the cost of construction for new homes by 2.5%.

Camp Verde is a Member of the Grand Canyon Chapter of Arizona Building Officials, which is accredited by the International Code Council. This chapter has agreed to six-year code cycle instead of three-year. It is important to have the region on the same version. Mr. Foreman has been attending classes on the 2018 codes and has held several work sessions with other building officials.

Councilor Butner asked what “ISO” is. Mr. Foreman explained it stands for “Insurance Service Organization”. They do ratings for different organizations and provide the information to insurance agencies. They do an audit every five years.

Councilor Butner asked if ISO ratings affect insurance premiums on their homes, that are constructed under this code. Mr. Foreman said they base them on current codes as well as codes that have been in place before. This shows there has been enforcement of codes as well as inspections being done. They also base premiums on other criteria

such as office procedures.

Councilor Butner asked Mr. Foreman if he is aware of any instances of premiums going down as the results of the building code version? Mayor German spoke on when the town first started with the fire department and the town was at a 9, and the rest of town was a 10 because there was no recognizable water source. It was very expensive.

Vice Mayor Jenkins asked if Mr. Foreman could summarize points in the code that are relevant. Mr. Foreman explained the Building Officials and lobby groups try to reviewing the changes. He further explained the strike-outs, are things he was not happy with or not comfortable with and felt should not be in effect. Changes are made and then changed again quite frequently.

Vice Mayor Jenkins clarified that what the council was reading is Camp Verde's Code as corrected, reflecting the 2018 Building Code changes? Mr. Foreman agreed as well as adopting the technical amendments as recommended. Mr. Foreman noted two things that would need to be changed in the suggested motion. Section "403.4.1" should read "403.5.1" and Town Code, "5-1-2018" should read "3-1-2019".

Motion made by Councilor Murdock to approve Resolution 2019-1017, as presented with the corrections as noted. Second was made by Councilor Jenkins. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, LeBeau, Murdock, Butner and Buchanan approving.

- 7.3. Possible approval of Ordinance No. 2019-A440, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the 2018 International Code Council (ICC) Codes including the 2018 International Building Code (IBC), including Appendix I – Patio Covers, Appendix J – Grading, Appendix K – Administrative Provisions and Appendix U – Agriculture Buildings, 2018 International Energy Conversation Code (IECC), 2018 International Existing Building Code (IEBC); 2018 International Fire Code (IFC) including Appendix B – Fire Flow Requirements, Appendix C – Fire Hydrant Locations and Distribution, and Appendix D – Fire Apparatus Access Roads; 2018 International Fuel Gas Code (IFGC) Including Appendix A – Sizing and Capacities of Gas Piping, Appendix B – Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances and Appliances listed for use with Type B Vents, Appendix C – Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems, and Appendix D – Recommended Procedure for Safety Inspection of an Existing Appliance Installation; 2018 International Mechanical Code (IMC) including Appendix A – Chimney Connector Pass-throughs; 2017 National Electrical Code (NEC); 2018 International Plumbing Code (IPC) including Appendix C – Structural Safety, and Appendix E – Sizing of Water Piping Systems.; 2018 International Residential Code for One- and Two-Family Dwellings (IRC) including Appendix A – Sizing and Capacities of Gas Piping, Appendix B – Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category 1 Appliances, and Appliances Listed with Use Type B Vents, Appendix C – Exit Terminals of Mechanical Draft and Direct Vent Venting Systems, Appendix G – Piping Standards for Various Applications, Appendix H – Patio Covers, Appendix M – Home Day Care – R-3 Occupancy, Appendix N – Venting Methods, Appendix P –**

Sizing of Water Piping Systems and Appendix S – Strawbale Construction; 2018 International Swimming Pool and Spa Code (ISPSC), and Related Public Codes and Adopting by Reference the Town of Camp Verde Technical Code Amendments and Amending the Town Administrative Code, Chapter 7 – Building, Articles 7-1, Section 7-1-100 and Article 7-2, Section 7-2-101 – General through Section 7-2-111 - Fees. [Staff Resource: Robert Foreman]

Motion made by Councilor Buchanan to approve Ordinance 2019-A440 No. 2019 A440, as presented. Second was made by Mayor German. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, LeBeau, Murdock, Butner and Buchanan approving.

8. Call to the Public for items not on the Agenda.

No public comment.

9. Council Informational Reports.

Councilor LeBeau shared that tomorrow, January 24, 2019 the Camp Verde Elementary 3rd class will present a musical program, "Songs of Peace and Harmony" at 6:30 p.m. in the Performing Arts Center.

Councilor Butner missed Martin Luther King Day Parade but is proud of the Town for having such a parade. He added that Camp Verde is a diverse community that celebrates equal rights for all and he is very proud of that.

Vice Mayor Jenkins went to the Annual Martin Luther King Day Program and noticed it was well-attended.

Mayor German- attended the 8th Annual Martin Luther King Day Parade, which was well-attended. Mayor German also took a moment to note the passing of Suzie Burnside. She was involved in community affairs long before the town was incorporated and will be missed by many in the community.

10. Manager/Staff Report

Town Manager Russ Martin asked for feedback from Council about whether to discontinue holding the 4th meeting of each month for Planning and Zoning Matters, (incorporating their items in regular meeting agendas), and whether to stop holding meetings on the fourth Wednesday completely. This will open up the schedule.

Councilor Butner noted that Mr. Martin responded to him via text about monthly financial reports from Mr. Showers.

11. Adjournment

Mayor German adjourned the meeting at 7:05 p.m.

Attest:

Mayor Charles German

Deputy Town Clerk Virginia Jones

CERTIFICATION

I 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 Council Hears Planning and Zoning Matters of the Town Council of Camp Verde, Arizona, held on January 23, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019.

Virginia Jones, Deputy Town Clerk

DRAFT



Support your local merchants.

DRAFT MINUTES

SPECIAL SESSION

MAYOR AND COUNCIL

473 S. MAIN STREET, SUITE 106

WEDNESDAY, JANUARY 30, 2019 at 5:30 P.M.

1. Call to Order.

Mayor German called the meeting to order at 5:30 p.m.

2. Roll Call. Council Members Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; and Mayor Charles German were present.

Also Present: Town Manager Russ Martin, Town Clerk Judy Morgan, Finance Director Mike Showers, and Recording Secretary Marie Moore.

3. Pledge of Allegiance.

Mayor German led the Pledge of Allegiance.

4. Special Session for FY2019-20 Budget Deliberation – Strategic Plan Development.

Legal action can be taken. Council deliberation and possible action to modify Preliminary Budget content.

4.1. Discussion between Council and the Finance Director regarding the Town of Camp Verde Strategic Plan Development. [Staff Resource: Michael Showers]

Finance Director Mike Showers indicated that he would be going over the budget packet provided to Council which is attached and a permanent part of the record.

Councilor Butner requested clarification regarding the percentage numbers referencing the race of community members and why the percentages do not add up correctly. Mike Showers explained that the numbers were pulled from the census report and depict that some members are included in more than one category.

Mike Showers explained to Council that the budget packet is not an official legal document, but rather a first step in the budget process to allow Council the opportunity to discuss concepts that are important to them and to determine what legacy each member feels is important for the Town. Showers indicated he is looking for consensus on the Council's thoughts from this budget packet which will in turn help with structuring the CIP and overall budget process.

Values:

Each council member spoke of their personal top 5 values they have for the Town, which was written down by Mike Showers for review. Council deliberated over 18 different values discussed, and was then asked to pick their top 3 out of the list, using sticky notes ranked 1-3, point value.

With the suggestion from Councilor Murdock, it is the consensus of Council that the purchase of the water company would be included within economic growth and promoting equestrian activities/rodeo would be included in community recreation and activities.

It is the Consensus of Council that the top 5 values are:

1. Economic Growth
2. Access to and Care of the Verde River
3. Infrastructure / Business Development
4. Attracting Families
5. Community Recreation and Activities.

SWOT Analysis (Strengths, Weakness, Opportunities, Threats):

Council reviewed the SWOT analysis to determine what they felt the strengths, weaknesses, opportunities and threats of the Town are.

Mayor German called a recess at 7:09 pm. The meeting resumed action at 7:18 pm.

After discussion and deliberation, it is the Consensus of Council that the top 5 SWOT priorities for the Town are:

1. Education and Training
2. Outdoor Recreation
3. Verde Connect Bypass
4. Tourism
5. Infrastructure

GOALS:

Council discussed short-term and long-term goals for the Town and were asked to rate each goal after discussion.

It is the Consensus of Council that the top goals for the Town are:

1. Expand access to vocational & educational opportunities.
2. Promote and protect natural resources of community.
3. Continued improvement and acquisition of infrastructure.
4. Secure and develop commercial and residential growth.
5. Expand and develop outdoor recreational opportunities for all ages.
6. Attract businesses that provide meaningful employment.
7. Make Camp Verde a tourist destination.

- 5. Discussion and consideration of the Town Manager's performance review, goals and objectives – developing one evaluation.** The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(1).

On a motion by Councilor Butner, seconded by Councilor Buchanan, Council approved recessing into and holding an executive session at 7:57 p.m. pursuant to A.R.S. § 38-431.03(A)(1). Motion carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Buchanan, Butner, Murdock and LeBeau approving.

Mayor German inquired to Town Manager Russ Martin if it was his desire to convene into executive session regarding item 5 on the agenda. Russ Martin indicated it was his request to hold executive session and the proper documentation has been signed and filed by himself with the town to do so.

5.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1).

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.

Council convened into Executive Session at 8:00 p.m.

5.2. Reconvene Open Session.

The open session was reconvened at 8:32 p.m.

6. Adjournment.

The meeting was adjourned at 8:32 p.m.

Mayor Charles German

Attest: Town Clerk Judy Morgan

CERTIFICATION

I 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 Special Session- Executive Session of the Town Council of Camp Verde, Arizona, held on January 30, 2019. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2019.

Judy Morgan, Town Clerk

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Agenda Report Form - Section I

Meeting Date:

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Approval of Ordinance 2019-A441, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving submission of Escrow Papers to the Title Company, for the Purchase of 4.4 Acres of Real Property located in Yavapai County and described in Exhibit A.

List Attached Documents: Copy of ordinance 2019-441, Exhibit A: Property legal description, Exhibit B: Agreement of Purchase and Sale with Escrow Instructions, Resolution 2017-984, ASP Grant Agreement

Estimated Presentation Time: 0

Estimated Discussion Time: 0

Reviews and comments Completed by:

Town Manager: _____ Department Head: _____

Town Attorney Comments: _____

Risk Management: _____

Finance Department
Fiscal Impact:
Budget Code: 06-801-20-84000 **Amount Remaining:** \$94,265

Comments:

Background Information: On September 6, 2017 the Town Council approved the submittal of a motorized trail grant application to Arizona State Parks. That grant was approved by Arizona State Parks and a grant agreement was signed by Town Manager Russ Martin on April 2, 2018. The grant calls for the purchase of a 4.4-acre parcel at the base of Ryal Canyon and the construction of a publically accessible trailhead with amenities. This ordinance is required by the title company before a title insurance policy is issued. All costs associated with the purchase of the property are covered by funds from the grant.

Recommended Action (Motion): Approve Ordinance 2019-A441

Instructions to the Clerk:



ORDINANCE 2019-A441

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING SUBMISSION OF ESCROW PAPERS TO THE TITLE COMPANY, FOR THE PURCHASE OF 4.4 ACRES OF REAL PROPERTY LOCATED IN YAVAPAI COUNTY AND DESCRIBED IN EXHIBIT A

WHEREAS, municipalities may under A.R.S §9-241 purchase property; and

WHEREAS, the Mayor and Common Council of the Town of Camp Verde agreed at the September 6, 2017 Council meeting that staff should proceed with a grant application that included the purchase of the property; and

WHEREAS, the Town's intent is to acquire the aforementioned property for public purposes to improve access to public lands; and

WHEREAS, Mayor Charles German, and/or, Vice Mayor Jenkins and/or Town Manager Russ Martin are authorized to deliver escrow papers to the title company.

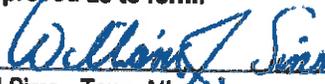
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:

APPROVAL OF ORDINANCE 2018-A441 AND AUTHORIZE MAYOR GERMAN AND/OR, VICE MAYOR DEE JENKINS AND/OR TOWN MANAGER RUSS MARTIN, TO EXECUTE AND THE DELIVER THE AGREEMENT OF PURCHASE AND SALE WITH ESCROW INSTRUCTIONS ATTACHED HERETO AS EXHIBIT B AND DELIVER SUCH INSTRUMENTS TO THE TITLE COMPANY NECESSARY TO CONSUMMATE THE PURCHASE OF 4.4 ACRES OF REAL PROPERTY, AND TO TAKE SUCH OTHER ACTIONS AND DELIVER SUCH OTHER DOCUMENT LOCATED IN YAVAPAI COUNTY AND DESCRIBED IN EXHIBIT A

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 6 day of February 2019.

Charles German - Mayor

Date: _____

Approved as to form:


Bill Sims - Town Attorney

Attest: _____
Judith Morgan, Town Clerk

EXHIBITS ON FILE IN CLERK'S OFFICE



Resolution 2017-984

**A RESOLUTION OF THE MAYOR AND COMMONS COUNCIL OF THE TOWN OF
CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE APPLICATION FOR
A NON-MOTORIZED OR MOTORIZED GRANT**

WHEREAS, the Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide and maintain recreational trails for motorized and non-motorized recreational use, and the State of Arizona has established the Off-Highway Vehicle Recreation Fund to fund a variety of off-highway vehicle recreations projects, and these funds are available to eligible project sponsors for acquiring lands and developing facilities for public off-highway vehicle purposes; and

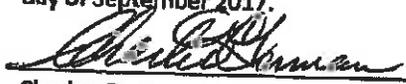
WHEREAS, Arizona State Parks (Parks) is responsible for the administration of the Statewide OHV and RTP Programs within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

WHEREAS, said adopted procedures established by Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the Parks prior to submission of said applications to the Parks; and

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE HEREBY:

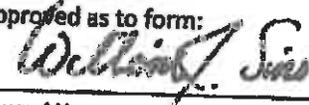
1. Approves the filing of an application for motorized or non-motorized assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of: for motorized/non-motorized trails facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Parks as a part of the application process; and
4. Certifies that Project Sponsor will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application; and
5. If applicable, certifies that Project Sponsor has matching funds
6. Appoints the agent listed below as agent of (Project Sponsor's Governing Body) to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 6th day of September 2017.


Charles German, Mayor

Attest:


Judy Morgan, Town Clerk

Approved as to form:

Town Attorney

Arizona State Parks and Trails
 23751 N 23RD Ave, Phoenix, AZ 85085
PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and Town of Camp Verde becomes effective on the date of signature by the authorized representative of Arizona State Parks and Trails.

PROJECT TITLE: Ryal Canyon Trailhead Project			PROJECT NUMBER: 551808		
THIRD PARTY PARTICIPANT'S NAME:			FY OF REVENUE: 2018		
PROJECT PERIOD: From date of last authorized signature: development = 3 years, equipment and/or acquisition = 2 years					
GRANT PROGRAM: Off-Highway Vehicle Recreation Fund	GRANT AMOUNT: \$211,600.00	% 78%	PARTICIPANT MATCH: \$47,028.00	% 22%	TOTAL PROJECT COST: \$258,628.00
APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: Attachment A & B					
AUTHORITIES TO ENTER INTO THIS AGREEMENT: (statute, resolution, minutes, etc.) STATUTE: A.R.S. §28-1176E(3) RESOLUTION:					
AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:					
 Signature Sue Black Executive Director			4/9/18 Date		
ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.			PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR		
 Project Sponsor's Signature			 Attorney's Signature		
 Printed Name			William J Sims Name (Typed)		
 Title			3-7575 Date		
 Date					

Detailed quarterly status reporting in ASPT's on-line system ("WebGrants") is required. Failure to provide these reports when requested will result in points being deducted in future funding requests.

See the General Provisions – Attachment B regarding term of public recreational use.

OTHER CONDITIONS

Upon execution of this agreement, Arizona State Parks and Trails may advance up to 80% of the awarded amount.

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If these advances are not expended within this six (6) month period, all expenses will be reimbursed for the duration of this agreement.

Allocated project funds can only be expended on the designated scope items.

- Q. "Term of Public Use" means the time required for public use. The Term of Public Use of the grant-assisted facilities must be at least:
1. Equipment (personal property) grant investment of more than \$50,000 per item: 25 years
 2. Facilities (real property): 25 years
 3. Land: 99 years unless obsolescence applies. The Term of Public Use will begin on the date of completion identified in the Completion Certification Letter.

PART II – PERFORMANCE

A. ADMINISTRATION

1. Conditions - This Agreement is subject to the availability of grant funds and appropriate approvals, and is subject to the Constitution of the State of Arizona, the Arizona Revised Statutes, the Arizona Administrative Code, other acts of the Arizona Legislature, executive orders of the Governor, and the decisions and policies of the BOARD and Camp Verde Town Council.
2. Incorporation of Application, Grant Manual, and Administrative Guidelines - The following documents are incorporated by reference into this agreement: The PROJECT SPONSOR'S grant application packet; the applicable grant manual; and the most recent revision of the Administrative Guidelines for Awarded Grants. In the event of a conflict or ambiguity, the terms of this Agreement and Attachments A and B to this Agreement must take precedence.
3. Use of Grant Funds - Awarded grant funds must be used solely for eligible purposes of the funding program, as defined by statute and as approved by the BOARD.
4. Transfer of Grant Funds - Awarded grant funds will be transferred to the PROJECT SPONSOR according to the terms of this Agreement. Staff will not process reimbursements requests for less than \$1,000 unless it is the final request.
5. Grant Retention - Ten percent (10%) of the grant amount will be retained from reimbursement until Staff notifies the PROJECT SPONSOR in writing that the project is officially closed and completed.
6. Grant Accountability - Grant funds must be managed separately within the PROJECT SPONSOR'S accounting system that identifies the name and number of this project. The funds must only be expended as authorized under the terms of this Agreement.
7. Accomplishment of Project - The project must be accomplished according to the terms of this Agreement and applicable State laws.
8. Amendments - This Agreement may be amended in writing by the Parties of the Agreement upon written request of the PROJECT SPONSOR, good cause shown, and approval by the BOARD. Eligible amendments include adjustments to the project period, funding amount, or minor changes to the scope items.
9. Use of Project - Project accomplishments must be open or available to the public as specified in the Term of Public Use. If the grant funded capital improvements are not maintained and kept open for public use for the term specified in the Term of Public Use, the PROJECT SPONSOR must refund to the BOARD the awarded grant amount within six (6) months of the date the improvements are no longer maintained or kept open for public use, unless the BOARD agrees that obsolescence or conversion is appropriate.
10. Special Conditions - Special conditions to this agreement are binding upon and inure to the benefit of the successors and assigns of each of the Parties to this agreement. Breach of any condition will be enforceable by any remedies available under applicable Federal or State law.
11. Conversion - No land or facilities acquired or developed with State assistance will, without the approval of the BOARD, be converted to other than public use during the Term of Public Use. The BOARD will approve such conversion only if it finds the replacement property to be in accord with the current grant statute. Conversions will require the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location, and concurrence of the landowner. The replacement property will then become subject to this agreement. In lieu of conversion, the PROJECT SPONSOR may apply for a declaration of obsolescence. In the event the BOARD provides grant assistance for the acquisition and/or development of real property subject to reversionary interests, with full knowledge of those reversionary interests and with written notice of those reversionary interests, conversion of said property to other than public uses as a result of such reversionary uses being exercised may be approved.

Interest generated from funds advanced to the PROJECT SPONSOR during the project period must be used to further the purposes of the specified project. Funds advanced, but not spent to complete the project, must be returned to the BOARD at the completion of the project.

H. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

With written permission from the BOARD or Arizona State Parks, the PROJECT SPONSOR may use products or publishable matter produced with grant assistance the BOARD will have nonexclusive license to use and reproduce, without payment, such materials. The PROJECT SPONSOR must receive written permission from State Parks prior to utilizing publishable material for commercial or public purposes. This paragraph is not applicable to architectural or engineering plans produced with grant assistance.

I. FUND SOURCE RECOGNITION

The PROJECT SPONSOR must permanently and publicly acknowledge the grant program(s) that assisted project accomplishments (including, but not limited to: final documents; audio-visual recordings; photographs; plans; drawings; publications; advertisements; and project plaques). At a minimum, this acknowledgment must include the following: "This program was financed in part (or in full) by a grant from the Federal Recreational Trails Program administered by the Arizona State Parks."

J. PROJECT COST VERIFICATION

The PROJECT SPONSOR must submit project expenditure documents to the BOARD or State Parks for verification or audit purposes, upon request.

K. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The PROJECT SPONSOR may transfer responsibilities under the terms of this agreement to another eligible participant, provided that approval has been granted by the BOARD in writing prior to the transfer.

PART III – COMPLIANCE

A. ANTI-TRUST

Vendor and purchaser recognize that, in actual economic practice, overcharges from anti-trust violations are borne by purchaser. Therefore, the PROJECT SPONSOR hereby assigns to BOARD any and all claims for such overcharges.

B. ARBITRATION

To the extent required pursuant to A.R.S. § 12-1518 and any successor statute(s), the Parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve disputes arising out of this Agreement. Venue shall be in Maricopa County, Arizona.

C. INDEMNIFICATIONS AND CLAIMS AGAINST THE STATE

The PROJECT SPONSOR indemnifies, saves and holds harmless the BOARD, the State of Arizona, and Arizona State Parks, its agents, departments, officers, and employees from any and all claims, losses, damages, liabilities, expenses, costs, and charges incident to or resulting in any way from any injuries, death, or damage to any person, or any damage to any property caused by or resulting from the issuance or performance of services rendered as a part of this Agreement, except those claims, losses, damages, liabilities, expenses, costs, and charges arising from the sole negligence of the BOARD, the AORCC, or the State of Arizona, its agents, departments, officers, or employees.

D. NON-DISCRIMINATION -- EMPLOYMENT

The PROJECT SPONSOR agrees to comply with Executive Order Number 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulation, including the Americans with Disabilities Act. The PROJECT SPONSOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

E. ARIZONANS WITH DISABILITIES ACT OF 1992 AND AMERICANS WITH DISABILITIES ACT

The PROJECT SPONSOR shall comply with all applicable provisions of the Arizonans with Disabilities Act of 1992, A.R.S. §41-1492, et. seq. and the Americans with Disabilities Act, (Public Law 101-336, 42 U.S.C. 12101-12213 and 47 U.S.C. §225 and 611), and applicable state rules and federal regulations under the Acts.

F. RECORDS RETENTION AND AUDITS

2. A breach of a warranty regarding compliance with immigration laws and regulations is a material breach of the contract and the PROJECT SPONSOR may be subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of PROJECT SPONSOR and sub-contractors is a material breach of the contract and the PROJECT SPONSOR may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the PROJECT SPONSOR or subcontractor is complying with the warranty under paragraph J-1.

K. DISCLOSURE REQUIREMENTS

PROJECT SPONSOR must comply with the terms of A.R.S. § 35-181.03 or its successor statute(s) regarding audited financial statements provided to the BOARD.

L. INSURANCE REQUIREMENTS

PROJECT SPONSOR and sub-contractors must procure and maintain occurrence-based insurance policies that cover claims for injury or death to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the PROJECT SPONSOR from liabilities that might arise out of the performance of the work under this contract by the PROJECT SPONSOR, its agents, representatives, employees or sub-contractors, and PROJECT SPONSOR is free to purchase additional insurance.

Minimum Scope and Limits of Insurance: PROJECT SPONSOR shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the PROJECT SPONSOR."

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the PROJECT SPONSOR.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy must be endorsed to include the following additional insured language: "The State of Arizona, its

Sub-contractors: PROJECT SPONSOR's certificate(s) must include all subcontractors as insureds under its policies or PROJECT SPONSOR shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for sub-contractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this Contract must be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

Acceptance of all terms and conditions of this Agreement and its attachments is acknowledged by the signature on the cover sheet of this Agreement by an authorized agent of the PROJECT SPONSOR.

AGREEMENT OF PURCHASE AND SALE WITH ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“**Agreement**”), dated as of January __, 2019 (“**Execution Date**”), is entered into by and between Salt Mine Cattle Company, LLC, an Arizona limited liability company (“**Seller**”) and the Town of Camp Verde, a municipal corporation and political subdivision of the State of Arizona (“**Buyer**”); and constitutes (i) a contract of purchase and sale between the parties, and (ii) escrow instructions to Yavapai Title Agency, Inc., an Arizona corporation (“**Escrow Agent**”), the consent of which appears below. This Agreement is entered into in light of the following facts:

RECITALS

A. **WHEREAS**, Seller owns approximately 4.4 acres of real property located in Yavapai County and described in Exhibit A (collectively, the “**Purchase Parcel**”); and

B. **WHEREAS**, Buyer desires to purchase the Purchase Parcel to enhance access to public lands and serve as a trailhead.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Sell and Buy. This Agreement constitutes a binding agreement by Seller to sell and Buyer to buy the Purchase Parcels. The legal description of the Purchase Parcels shall be attached hereto as Exhibit A as and when the Survey is obtained by Buyer pursuant to Section 5.4 of this Agreement.

2. Purchase Price. The total purchase price (the “**Purchase Price**”) for the Purchase Parcel shall be Eighty-Six Thousand Dollars (\$86,000.00).

3. Payment of Purchase Price. Buyer shall pay to Seller the Purchase Price, in United States Dollars, as follows:

3.1 Earnest Money. Upon Opening of Escrow, Buyer shall deposit with Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) in the form of a check, payable through Wells Fargo Bank, 650 W. Finnie Flat Rd, Camp Verde, AZ to Escrow Agent as earnest money. Upon Buyer’s request, Buyer and Seller shall deliver to Escrow Agent any instructions, authorizations or documents needed by Escrow Agent to permit the immediate investment of such earnest money. Thereafter, upon Buyer’s request, Escrow Agent shall invest such earnest money in a federally insured time deposit account which permits the immediate withdrawal of funds at any time upon

demand of Escrow Agent. Such earnest money and any interest earned thereon shall constitute the **“Earnest Money Deposit.”** If this transaction closes, the Earnest Money Deposit shall be for the benefit of Buyer, applied dollar-for-dollar to the Purchase Price. If this transaction does not close, the Earnest Money Deposit shall be paid to the party entitled thereto pursuant to Sections 4.5, 5.1, 9.1, 9.2 and 13 of this Agreement.

3.2 Closing Funds. At the Close of Escrow, Buyer shall deposit with Escrow Agent, by cashier’s check, the sum which, when added to the Earnest Money Deposit, shall equal the Purchase Price plus Buyer’s share of the closing costs (**“Closing Funds”**).

4. Escrow Closing. The sale shall be consummated through an escrow (**“Escrow”**) administered by Escrow Agent in accordance with the following:

4.1 Opening and Closing Dates. The **“Opening of Escrow”** shall be the business day on which Escrow Agent receives two (2) fully executed counterparts of this Agreement. Opening of Escrow shall occur no later than five (5) days following the Execution Date. Upon the Opening of Escrow, Escrow Agent shall (1) assign an escrow number to this transaction, and (2) notify the parties in writing of such escrow number and the Opening of Escrow date. If the buyer elects to close following the expiration of the Feasibility Period, the **“Close of Escrow”** or **“Closing”** shall occur on or before 5:00 p.m. Mountain Standard Time ten (10) days after the expiration of the Feasibility Period (the **“Closing Date”**). All Closing items set forth in Section 4.3 and Section 4.4 shall be deposited into Escrow with the amount of Closing Funds determined by a preliminary settlement statement calculated as of the Closing Date.

4.2 Closing Place. The Closing shall take place in the offices of Escrow Agent, or at such other place as Seller and Buyer agree upon.

4.3 Seller’s Closing Items. On or before the Close of Escrow, Seller shall deposit into Escrow the following documents, instruments and other items:

4.3.1 Special Warranty Deed (**“Purchase Deed”**), duly executed by Seller in the form and substance of Exhibit B attached hereto, bearing the notation of an exemption pursuant to A.R.S. §11-1134(A)(3);

4.3.2 Certificates (**“Non-Foreign Certificate”**) that Seller is not a foreign person or entity under Section 1445 of the Internal Revenue Code of 1986;

4.3.3 Any affidavits, or other documents customarily required by Escrow Agent in connection with the issuance of the Title Policy; and

4.3.4 A “closing” or “pre-audit settlement” statement prepared by Escrow Agent and approved by Seller and Buyer, in form and substance consistent with this Agreement (the **“Settlement Statement”**).

4.3.5 All such documents, instruments and other items shall be duly executed and, if required, acknowledged. At Close of Escrow, Escrow Agent shall deliver such documents to Buyer or record them, as appropriate.

4.4 Buyer's Closing Items. On or before the Close of Escrow, Buyer shall deposit the Closing Funds into Escrow, together with:

4.4.1 Any affidavits, or other documents customarily required by Escrow Agent in connection with the issuance of the Title Policy; and

4.4.2 The Settlement Statement.

4.5 Title Policy. It shall be a condition to Buyer's obligation to consummate this transaction that Escrow Agent shall, as of the Closing Date, have unconditionally committed to issue in favor of Buyer an extended coverage owner's policy of title insurance (the "**Title Policy**") with such endorsements to the Title Policy as Buyer deems necessary (the "**Endorsements**"), insuring title to the Purchase Parcel in an amount equal to the total of the Purchase Price, subject only to the usual exceptions, conditions and stipulations contained in the printed form of an ALTA extended coverage owner's policy, and any other exceptions approved by Buyer within Buyer's sole discretion (the "**Permitted Exceptions**") pursuant to the following provisions of this Section 4.5. Seller shall cause Escrow Agent to deliver to Buyer a commitment for title insurance ("**Commitment**") with respect to the Purchase Parcels no later than ten (10) days following the Execution Date. Upon Buyer's receipt of the Commitment with respect to the Purchase Parcel and legible copies of all documents, whether recorded or unrecorded, referred to in Schedule B of the Commitment, Buyer shall have the right to approve or disapprove any exceptions to title in Buyer's sole and absolute discretion. Any exception approved by Buyer shall be attached hereto as Exhibit 2 to Exhibit B. Any title exception not approved by Buyer shall be satisfied by Seller prior to the expiration of the Feasibility Period (defined in Section 5.1). If the conditions described in this Section are not satisfied prior to the expiration of the Feasibility Period, then Buyer shall have the right, as its sole and exclusive remedy therefor, to terminate this Agreement and receive a refund of the Earnest Money Deposit (provided, however, that if the failure of such condition is caused by Seller's default hereunder, Buyer shall also have the remedies provided in Section 9.2 of this Agreement). Upon such termination, except for the Entry Indemnity (defined below) and the Broker Indemnity (defined below), neither party shall have any further obligation or liability to the other hereunder.

4.6 Printed Form Escrow Instructions. This Agreement constitutes escrow instructions to the Escrow Agent and a fully executed counterpart of this Agreement shall be deposited with Escrow Agent for that purpose. The Escrow Agent is hereby engaged to administer the Escrow in accordance with this Agreement. If required by Escrow Agent, Buyer, and Seller agree to execute Escrow Agent's usual form of printed escrow instructions for transactions of this type; provided, however, that such printed form escrow instructions (i) shall be for the sole purpose of implementing this Agreement, (ii) shall incorporate this Agreement by reference, and (iii) shall specifically provide that no provision thereof shall have the effect of modifying this Agreement unless it is so expressly stated and initialed on behalf of Buyer and Seller. Buyer and Seller shall also execute such additional instructions as may be reasonably required by Escrow Agent, so long

as such instructions are not inconsistent with this Agreement. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY PRINTED FORM ESCROW INSTRUCTIONS AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

5. Buyer's Conditions Precedent.

5.1 Buyer shall have until thirty (30) days after the Execution Date (the "**Feasibility Period**") to inspect the Purchase Parcels and conduct such investigations of the Purchase Parcels and the condition of title thereto as the Buyer deems necessary. Until the expiration of the Feasibility Period, Buyer shall have the right to terminate the Escrow for any reason (in the exercise of its sole discretion) by written notice to Escrow Agent and Seller. Upon such termination, the Buyer shall receive a refund of the Earnest Money Deposit and, except for the Entry Indemnity and the Broker Indemnity, neither party shall have any further obligation or liability to the other hereunder. Upon the expiration of the Feasibility Period, the Earnest Money shall become non-refundable (except as provided in Sections 4.5, 5.1, 9.1, 9.2 and 13). If Buyer fails to terminate the Escrow on or before the expiration of the Feasibility Period, then all of Buyer's conditions set forth in this Section 5 shall be deemed satisfied or waived, subject to the possible extension of Closing pursuant to Section 4.1 of this Agreement. Without limiting Buyer's right to terminate during the Feasibility Period for any reason, the following items illustrate some of the conditions upon the obligations of Buyer hereunder:

5.1.1 Buyer's receipt, review and approval of all items required to be delivered to Buyer pursuant to Section 5.3 of this Agreement;

5.1.2 Buyer's completion of inspection and approval of the Purchase Parcel pursuant to Section 5.2 of this Agreement;

5.1.3 Buyer's review and approval of the survey pursuant to Section 5.4 of this Agreement;

5.1.4 Buyer's review and approval of the Commitment and Permitted Exceptions pursuant to Section 4.5 of this Agreement;

5.1.5 Buyer's satisfaction of Seller's representations, warranties and covenants set forth in Section 6.5 are complete and accurate as of the initial Closing Date established by Section 4.1.

5.1.6 Buyer's review and approval of the Sever and Transfer Documents

5.2 Buyer, its agents and designees shall have the right to enter upon the Purchase Parcel at all times prior to the Close of Escrow for the purpose of performing any engineering, environmental, surveying or related work, and conducting geological, soil, drainage, engineering, archaeological, and environmental tests and such other studies and investigations as Buyer deems necessary or appropriate. Prior to any entry upon the Purchase Parcel, Buyer shall obtain, maintain and keep in effect commercial general liability insurance coverage with a general aggregate limit

of not less than \$2,000,000 and a per occurrence combined single limit of not less than \$2,000,000. Such insurance shall name Seller as an additional insured and shall not be cancelled, terminated or modified without thirty (30) prior written notice to Seller. Buyer will provide to Seller with evidence of such insurance prior to entry upon the Purchase Parcels. To the extent permitted by law, Buyer shall cause its contractors conducting due diligence as permitted hereby to defend, indemnify and hold Seller harmless for, from and against all claims, demands, actions, liabilities and obligations (including, but not limited to, mechanics' and materialmen's liens) arising from any exercise of the rights granted under this paragraph (the "**Entry Indemnity**"), which Entry Indemnity shall survive the Close of Escrow or the termination or cancellation of this Agreement. Buyer shall promptly restore the Purchase Parcel to its condition existing immediately prior to any entry upon the Purchase Parcel as provided herein.

5.3 Purchase Parcel Information. No later than ten (10) days after the Execution Date, Seller shall make available for Buyer's inspection or deliver to Buyer originals or copies, as applicable, of each of the following items ("**Information**") to the extent such items are in Seller's possession, custody or control:

5.3.1 any available study, test or report relating to any water, wastewater, drainage, environmental, geological, archeological, geotechnical, tree survey, engineering or soil testing performed upon the Purchase Parcel and all information pertaining to any work performed as a result thereof;

5.3.2 any notices, correspondence or reports with respect to the Purchase Parcels from any governmental or quasi-governmental body having jurisdiction over any part of the Purchase Parcels, including but not limited to any condemnation notices and any notices of violation received by Seller from any governmental or quasi-governmental body having jurisdiction over any portion of the Purchase Parcels;

5.3.3 copies of all real estate valuation notices and tax bills for the Purchase Parcel for the past two (2) years;

5.3.4 copies of any leases, contracts, options, rights of first refusals (recorded or unrecorded) affecting the Purchase Parcels; and

5.3.5 delivery of any reports or other documents necessary to make the representations and warranties in Sections.

If Seller does not have any such Information or any item of such Information but later obtains any item of Information which would have been required to be delivered hereunder, Seller shall promptly deliver to Buyer such item.

5.4 Survey. If the Escrow Agent requires an update to such survey in order to issue the title policy, the Escrow Agent shall notify Buyer and Seller within ten (10) days following the Execution Date, in which case, the Buyer may elect to obtain an updated ALTA survey ("**Survey**") with flood plain and wetland certifications. All costs and expenses in connection with the update to the Survey shall be paid by Buyer.

5.5 Water Rights. Seller is retaining all surface rights associated with the Purchase Parcel. Any and all costs, documentation and filings necessary to sever and transfer any water rights appurtenant to the 4.4-acre parcel, which result from an adjudicated water rights settlement, will be the sole responsibility of the seller. The buyer will provide the seller an easement across the Purchase Parcel for any upstream water rights resulting from an adjudicated water rights settlement.

5.6 Waiver of Conditions. The conditions set forth in this Section 5 are for the sole benefit of Buyer, and Buyer shall have no obligation to purchase the Purchase Parcel unless and until such conditions are satisfied as determined by Buyer in the exercise of its sole discretion. Buyer may waive any condition, in its sole discretion, by providing written notice of such waiver to Escrow Agent and Seller.

6. Seller's Representations, Warranties and Covenants. In addition to the representations and warranties set forth elsewhere in this Agreement, in order to induce Buyer to enter into this Agreement and purchase the Purchase Parcel, Seller represents, warrants and covenants as follows:

6.1 Seller is an Arizona limited liability company lawfully created and validly existing and has full power and authority to enter into this Agreement and all documents executed pursuant to this Agreement, and to perform its obligations in accordance with the terms and conditions hereof and thereof.

6.2 All necessary and appropriate action on the part of Seller required for the execution, delivery and performance of this Agreement has been duly and effectively taken. No consent, approval or authorization of any other person or entity is required in connection with Seller's execution or performance of this Agreement. The persons signing this Agreement on behalf of Seller have full authority to execute the Agreement and to deliver such documents as may be required by the Agreement.

6.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement, court order or other arrangement to which Seller is a party or by which Seller may be bound.

6.4 From and after the Closing Date, Seller shall not have any further right to possess the Purchase Parcels.

6.5 To Seller's actual knowledge, there is no investigation, litigation or proceeding pending or threatened, which adversely affects the Purchase Parcels, Seller's interest therein, or Seller's ability to perform hereunder. Seller has not received notice of and does not have any knowledge of, any pending or threatened investigation, litigation or proceeding in eminent domain, special assessment, zoning, or otherwise, which would adversely affect the Purchase Parcel.

6.6 Seller is not a party to any existing agreements, understandings, or arrangements with any government authority regarding any conditions to the current or future zoning or use of the Purchase Parcels except for its designation as a publicly accessible trailhead.

Seller is not a party to any commitments or requirements for dedications of any portion of the Purchase Parcels or payment of funds for municipal improvements or other matters in connection with the Purchase Parcel.

6.7 To Seller's actual knowledge, the Purchase Parcel is in compliance with all federal and state environmental laws, codes, orders, decrees, rules, regulations and ordinances. No environmental legal action exists nor, to Seller's actual knowledge, is there a basis for such an action with respect to the Purchase Parcel. If any new information concerning any of the foregoing is discovered by Seller (whether arising before or after the Execution Date), or Seller receives notice of any violation or claimed violation of any law, ordinance, rule or regulation relating to an Environmental Pollutant after the Execution Date, but prior to the Close of Escrow, Seller shall give prompt written notice thereof to Buyer prior to Close of Escrow.

6.8 Seller is not a foreign person or entity under Section 1445 of the Internal Revenue Code of 1986.

6.9 Seller shall not encumber all or any portion of the Purchase Parcel or any interest therein, or enter into any contracts, leases, agreements or amendments to existing agreements or encumbrances affecting the Purchase Parcel prior to the Closing Date without the express prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed.

All of the Seller's warranties, representations or covenants in this Agreement (i) are true and complete as of the date hereof; (ii) shall be true and complete as of the Close of Escrow; and (iii) and shall survive the Close of Escrow for a period of six (6) months. None of the statements, representations or warranties of Seller shall misstate or omit any facts which would make such statements, representations or warranties incomplete, misleading or incorrect. Seller shall inform Buyer if any statement, representation or warranty becomes incorrect, misleading or incomplete subsequent to the date hereof.

7. Buyer's Representations, Warranties and Covenants. In addition to the representations and warranties set forth elsewhere in this Agreement, in order to induce Seller to enter into this Agreement and sell the Purchase Parcels, Buyer represents, warrants and covenants as follows (with each representation and warranty deemed made by Buyer):

7.1 Buyer is an Arizona political subdivision and has full power and authority to enter into this Agreement and all documents executed pursuant to this Agreement, and to perform its obligations in accordance with the terms and conditions hereof and thereof.

7.2 All necessary and appropriate action on the part of Buyer required for the execution, delivery and performance of this Agreement has been duly and effectively taken, and no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement. The person signing this Agreement and all

documents delivered in connection with the transaction contemplated by this Agreement has full authority to execute and deliver such documents on behalf of Buyer.

7.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement, court order or other arrangement to which Buyer is a party or by which Buyer may be bound.

7.4 Except as specifically provided in this Agreement, Seller and its employees, representatives, agents and attorneys have not made, nor has Buyer relied on, any representations, warranties or promises regarding the condition of the Purchase Parcel or the suitability of the Purchase Parcel for Buyer's intended use or any other use.

7.5 All of the Buyer's warranties, representations or covenants in this Agreement (i) are true and complete as of the date hereof; (ii) shall be true and complete as of the Close of Escrow; and (iii) shall survive the Close of Escrow for a period of six (6) months. None of the statements, representations or warranties of Buyer shall misstate or omit any facts which would make such statements, representations or warranties incomplete, misleading or incorrect. Buyer shall inform Seller if any statement, representation or warranty becomes incorrect, misleading or incomplete subsequent to the date hereof.

8. Allocation of Costs and Prorations.

8.1 Buyer shall pay the cost of an extended coverage owner's policy of title insurance. Buyer shall pay (i) the cost of any Phase I Environmental Report; (ii) the cost of the Endorsements; and (iii) any other reports or studies ordered by Buyer. All escrow fees shall be paid by the Buyer. Buyer shall pay the fees for recording the Purchase Deed. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder or, if not specifically allocated hereunder, shall be allocated in accordance with the customary practices of Escrow Agent in Yavapai County, Arizona.

8.2 Seller shall be responsible for the payment of all real property taxes and general assessments applicable to the Purchase Parcel prior to the Close of Escrow. If Buyer's acquisition of the Purchase Parcel will have the effect of removing the Purchase Parcel from the real property tax rolls, Buyer shall have no responsibility or liability with respect to real property taxes and/or general assessments applicable to the Purchase Parcel following such removal.

8.3 The amount of any special assessment that is a lien against the Purchase Parcel as of the Close of Escrow shall be paid in full by Seller.

9. Remedies.

9.1 Seller's Remedies.

9.1.1 If Buyer shall breach any of the terms or provisions of this Agreement or otherwise default prior to the Close of Escrow, and shall fail to cure such breach

within ten (10) days following written notice thereof given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and to be paid the Earnest Money Deposit as liquidated damages; provided, however, that in no event shall the deadline for Close of Escrow be extended by more than two (2) business days as a result of the giving of notice by Seller of Buyer's default as required in this Section. Seller and Buyer acknowledge that it would be extremely difficult if not impossible to ascertain Seller's actual damages and that the Earnest Money Deposit is a reasonable forecast of just compensation to Seller resulting from Buyer's breach. Upon default of Buyer and expiration of the applicable grace period, and upon receipt of any written notice which Seller is required to provide to Buyer that it is in breach of one or more of its obligations under this Agreement and, as a consequence thereof, Seller has elected to terminate this Agreement, Escrow Agent shall (if Buyer does not contest such notice of termination) disburse to Seller all of the Earnest Money Deposit then held in Escrow. Upon termination of this Agreement by Seller and payment to Seller of the sum of liquidated damages pursuant to this Section 9.1.1, neither party shall have any further obligation or liability hereunder, except for the Broker Indemnity and the Entry Indemnity.

9.1.2 If, after Closing, Buyer shall breach any of the terms or provisions of this Agreement and fail to cure such breach within ten (10) business days after receipt of notice thereof given by Seller, or if it shall be determined that Buyer breached any of the representations, warranties or covenants made by Buyer at, or as of, the Closing, Seller shall have, in addition to the rights and remedies set forth in this Agreement and subject to the provisions of Section 7, any right or remedy available at law or in equity. The obligations under this Section 9.1.2 shall survive Closing.

9.2 Buyer's Remedies.

9.2.1 If, on or before Close of Escrow, Seller breaches any of the terms or provisions of this Agreement or otherwise defaults hereunder, and fails to cure such breach within ten (10) days following written notice thereof given by Buyer to Seller, Buyer may either (i) terminate this Agreement by written notice to Seller and to Escrow Agent, whereupon (if Seller does not contest such notice of termination) the Earnest Money Deposit shall be refunded to Buyer; (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms hereof; or (iii) institute all proceedings necessary to specifically enforce the terms of this Agreement and cause title to Purchase Parcel to be conveyed to Buyer, it being understood and agreed that the Purchase Parcel is unique and that the right of specific performance is a just and equitable remedy under the circumstances. Buyer hereby waives and covenants not to assert any right to seek or obtain monetary damages resulting from Seller's breach; provided that if specific performance is not available as a remedy to Buyer as the result of an action by Seller, Buyer may pursue an action against Seller to recover the actual out-of-pocket damages which directly result from Seller's breach and if Seller intentionally prevents specific performance by wrongfully conveying title to the Purchase Parcel to another, then Buyer may recover all damages incurred (including, but not limited to, incidental or consequential damages). Buyer waives and covenants not to assert any right to seek or obtain monetary damages (including, but not limited to, incidental or consequential damages) resulting from Seller's breach, except as specifically provided in this Section 9.2.1.

9.2.2 If, after Closing, Seller shall breach any of the terms or provisions of this Agreement and fail to cure such breach within ten (10) business days after receipt of written notice thereof given by Buyer, or if it shall be determined that Seller breached any of the representations, warranties or covenants made by Seller at, or as of, the Closing, Buyer shall have, in addition to the rights and remedies set forth in this Agreement and subject to the provisions of Section 6, any right or remedy available at law or in equity. The obligations under this Section 9.2.2 shall survive Closing.

9.3 Delay. No delay or omission of a party in exercising any right or remedy accruing upon any default shall impair any right or remedy or shall be construed to be a waiver of any default or any acquiescence therein; and every right and remedy given a party herein may be exercised from time to time as often as may be deemed expedient by such party.

10. Possession. Upon the Close of Escrow, Seller shall deliver possession of the Purchase Parcel to Buyer.

11. Commissions. Subject to the preceding sentence, to the extent permitted by law, each party agrees to indemnify and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party ("**Broker Indemnity**"). This Broker Indemnity shall survive the Close of Escrow or any termination or cancellation of this Agreement.

12. Notices. All notices, consents, approvals and waivers made or given by Buyer or Seller in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given if delivered personally (which includes notices delivered by messenger) or, if delivered by facsimile, shall be deemed given on the date of confirmation of the facsimile transmission or, if delivered by mail, shall be deemed given seventy-two (72) hours after being deposited in any duly authorized United States mail depository, by certified mail, postage prepaid, return receipt requested and properly addressed. All such notices shall be addressed as follows or at such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this Section:

If to Escrow Agent: Yavapai Title Agency, Inc.
527 S. Main Street, Ste. 1
Camp Verde, AZ 86322
ATTN: Ellisa Jewel _____
Telephone: 928.567.0590
Facsimile: 928.567.0592

If to Seller: Salt Mine Cattle Co. LLC
26001 n. 92nd Ave.
Peoria, AZ 85383
Telephone: 1-623-340-6701
blairjenner@gmail.com

If to Buyer: Town of Camp Verde
473 S. Main Street, Suite 102
Camp Verde, Arizona 86322
ATTN: Russ Martin
Telephone: 928-567-6631
russ.martin@campverde.az.gov

With a copy to: William J. Sims III
Sims Murray, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix, Arizona 85012
Telephone: 602-772-5501
Facsimile: 602-772-5509

13. Risk of Loss. If any damage or destruction to the Purchase Parcel occurs prior to the Closing, Buyer may either terminate this Agreement and receive back the Earnest Money or proceed to close with no reduction in the Purchase Price, and Seller shall assign all insurance proceeds for such damage or destruction to Buyer at Closing.

14. Condemnation. Buyer shall have the right to terminate this Agreement if all or a material part of the Purchase Parcel becomes subject to an action for eminent domain. Seller must promptly notify Buyer if any part of the Purchase Parcel becomes subject to an action or threat of action for eminent domain. Buyer shall give written notice of Buyer's election to terminate this Agreement within five (5) business days after Buyer's receipt of notice from Seller of the commencement of such action. If Buyer does not give such notice, then this Agreement shall remain in full force and effect and there shall be no reduction in the Purchase Price, but Seller shall, at Closing, assign to Buyer the entire award payable with respect to such condemnation proceeding. Seller agrees not to settle any such action without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, the term "material part of the Purchase Parcel" shall mean a taking affecting at least five percent (5%) of the gross area of the Purchase Parcel.

15. General Provisions.

15.1 Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

15.2 Exhibits. The Exhibits attached hereto are incorporated herein by this reference.

15.3 Entire Contract. This Agreement and the Exhibits attached hereto constitute the entire agreement among the parties as to the transaction described herein. Any terms or conditions in any other writings between the parties, and any other prior or contemporaneous arrangements or understandings between the parties, are superseded hereby. No agreements, statements or promises about the subject matter hereof are binding or valid unless they are contained herein.

15.4 Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the court.

15.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation, but it shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

15.6 Successors and Assigns. Except as provided in Section 15.14, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

15.7 Counterparts. This Agreement may be executed by the signing in counterparts of this instrument. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

15.8 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Arizona, without regard to principles of conflicts of laws, and Seller and Buyer hereby agree to submit to personal jurisdiction in such state in any action or proceeding arising out of this Agreement. The venue for any dispute arising hereunder shall be in a court of competent jurisdiction in Yavapai County, Arizona, and Buyer and Seller each hereby irrevocably waive any objection to such venue.

15.9 Captions. The captions of the paragraphs of this Agreement are inserted for convenience only and shall not define, limit, extend, control or affect the meaning or construction of any provision hereof.

15.10 Survival. Except as expressly set forth herein to the contrary, all covenants, warranties, representations and obligations shall survive the Close of Escrow.

15.11 Time of the Essence. Time is of the essence in each and every provision hereof.

15.12 Interpretations and Definitions. The parties agree that each party and such party's counsel have reviewed and revised this Agreement (or have had the opportunity to do so) and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

15.13 Code Section 6045. Escrow Agent, as the party responsible for closing the transaction contemplated herein within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code, shall file all necessary information, reports, returns, and statements (collectively, "**Reports**") regarding the transaction as may be required by the Code including, but not limited to, the Reports required pursuant to Section 6045 of the Code.

15.14 Assignment. Buyer may not assign its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller.

15.15 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m., Phoenix time, on the last day of the applicable time period provided herein.

15.16 Execution. Signatures may be exchanged by facsimile, or electronically, with the original signature to follow. Each party to this Agreement agrees to be bound by its own faxed or electronically scanned signature and to accept the faxed or electronically scanned signature of the other parties to this Agreement.

15.17 Further Assurances. Each party, promptly upon the request of the other or upon the request of Escrow Agent, shall do such further acts and shall execute and have acknowledged and delivered to the other party or to Escrow Agent, as may be appropriate, any and all further documents or instruments as may be reasonably requested or appropriate in connection with this transaction to carry out the intent and purpose of this Agreement.

15.18 Notice Regarding A.R.S. §38-511. Under Section 38-511, Arizona Revised Statutes, as amended, Buyer may cancel any contract to which it is a party within three years after execution of such contract and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Buyer is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event that Buyer elects to exercise its rights under §38-511, Arizona Revised Statutes, as amended, Buyer agrees to immediately give notice thereof to Seller and Escrow Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BUYER:

TOWN OF CAMP VERDE, a municipal corporation and political subdivision of the State of Arizona

By: _____
Charles German
Mayor

SELLER:

SALT MINE CATTLE CO. LLC., an Arizona limited liability company

By: _____
Blair R. Jenner
Manager

By: _____
Shawna Collins Jenner
Manager

ESCROW AGENT:

Accepted this ____ day of _____, 2019, which date shall be the "Opening of Escrow."

YAVAPAI TITLE AGENCY, INC.

By: _____

Name: _____

Title: _____

Attachments: Exhibit A Legal Description of Purchase Parcel
 Exhibit B Form of Purchase Deed

EXHIBIT A

LEGAL DESCRIPTION OF PURCHASE PARCEL

EXHIBIT B

SPECIAL WARRANTY DEED

When recorded return to:
Town of Camp Verde
473 S. Main Street, Suite 102
Camp Verde, Arizona 86322
ATTN: Town Clerk

SPECIAL WARRANTY DEED

Escrow No. _____

For good and valuable consideration, SALT MINE CATTLE COMPANY, L.L.C. an Arizona Limited Liability Company (“**Grantor**”), hereby grants, sells and conveys to the TOWN OF CAMP VERDE, a municipal corporation and political subdivision of the State of Arizona (“**Grantee**”), all right, title and interest in and to the real property located in Yavapai County, Arizona and described in Exhibit A attached hereto and incorporated herein by this reference (“**Purchase Parcel**”), together with Grantor’s interest in all improvement, buildings, structures and fixtures, if any, located on the Purchase Parcel; all easements, if any, benefiting the Purchase Parcels; all of Grantor’s rights, benefits, privileges and appurtenances pertaining to the Purchase Parcels, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Purchase Parcels; all oil, gas or other mineral interest in, on, under or above the Purchase Parcel; and all rights and interest to receive any condemnation awards from any condemnation proceeding pertaining to the Purchase Parcel, and sewer and utility rights appurtenant to the Purchase Parcel.

Grantor hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

Exempt from Affidavit of Property Value pursuant to A.R.S. § 11-1134(A)(3).

DATED this ____ day of _____, 2018.

GRANTOR:

SALT MINE CATTLE COMPANY, LLC

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of _____, an Arizona limited liability company.

Notary Public

Notary Public

HAMMES SURVEYING LLC
2100 VIA SILVERADO
CAMP VERDE, ARIZONA 86322
(928)-567-2833 (928) 282-5686

Description for a parcel of land located in the Southeast quarter of Section 12, T 13 North, R 4 East, G.&S.R.&M., Yavapai County, Arizona, being more particularly described as follows;

Beginning at the Southwest corner of Lot 9 Section 7 & the South 1/16 Section 12, being a found BLM brass cap, from which the Northeast corner of Section 12, lies North 00 degrees 03 minutes 20 seconds West (M), North 00 degrees 03 minutes 00 seconds West (R2), along the East line of Section 12, a distance of 3955.81 ft. (M), 3956.57 ft. (R2);

Thence North 89 degrees 53 minutes 47 seconds West (R1,M & Basis of Bearings for this description), along the South line of the East half of the Northeast quarter of the Southeast quarter of Section 12, a distance of 659.81 ft. (R2&M), 659.67 (R1), to a found USDA/Forest Service aluminum cap stamped "L.S. 7335, 1979";

Thence North 00 degrees 01 minutes 24 seconds West (C), North 00 degrees 01 minutes 51 seconds West (R2), along the West line of the East half, of the NE quarter of the SE quarter Section 12, a distance of 804.62 ft. (M), to a set one-half inch re-bar "L.S. 29263" being a point on the West line of Salt Mine Road as shown in Book 19 Maps, Page 57;;

Thence South 34 degrees 28 minutes 09 seconds East (R&M), along the West line of said Salt Mine Road, a distance of 33.55 ft. (M), to a set one-half inch re-bar with plastic cap stamped "L.S. 29263", being the beginning of a curve to the right having a radius of 2824.79 ft. (R&M), a long chord of 418.67 ft. (M) and a long chord bearing of South 30 degrees 12 minutes 48 seconds East (M);

Thence along said curve to the right and the West line of said Salt Mine Road a distance of 419.06 ft. (M) to a set one-half inch re-bar with plastic cap stamped "L.S. 29263";

Thence South 25 degrees 58 minutes 40 seconds East (R&M), along the West line of said Salt Mine Road, a distance of 293.88 ft. (M), to a set one-half inch re-bar with plastic cap stamped "L.S. 29263", being the beginning of a curve to the left having a radius of 183.20 ft. (R&M), a long chord of 168.05 ft. (M) and a long chord bearing of South 53 degrees 15 minutes 40 Seconds East (M);

Thence along said curve to the left and the South line of said Salt Mine Road, a distance of 174.58 ft. (M), to a set one-half inch re-bar with plastic cap stamped "L.S. 29263";

Thence South 80 degrees 33 minutes 40 seconds East (R&M), along the South line of said Salt Mine Road, a distance of 169.36 ft. (M), to a point on the East section line of Section 12, being a set one-half inch re-bar "L.S. 29263";

Thence South 00 degrees 03 minutes 20 seconds East (M) South 00 degrees 03 minutes 00 seconds East (R2), a distance of 24.01 ft. (M), along the East Section line of Section 12, to the Point of Beginning.

(R)=Book 19 Maps, Page 57, (R2)= Book 12, L.S. Page 17, (M)=Measured



Agenda Item 7.1.

2018/2019 COUNCIL-COMMITTEE ASSIGNMENTS

COUNCIL MEETING December 19, 2018

COMMITTEES	OTHER DETAILS	2018-2019	MEETING TIME	MEETING PLACE	CONTACT PERSON
COPPER CANYON FIRE & MEDICAL DISTRICT LIAISON		WHATLEY/GERMAN	3 RD THURSDAY AT 9:00 A.M.	Alternating between: 494 S Main/3240 E Beaver Creek Rd. https://cc-fma.org	ROBYN COOK 567-9401 EXT 102
YAVAPAI COLLEGE GOVERNING BOARD		BUCHANAN	2 ND TUESDAY AT 1:00 P.M.	SEE ATTACHED	KAREN JONES-EXECUTIVE ASST 928-776-2307
LIAISON TO YAVAPAI-APACHE NATION		MAYOR GERMAN/LEBEAU	THURSDAY AT 9:00 A.M.	2400 W DATSI STREET	KARLA REIMER 567-1003 (Call Weekly to verify meeting)
INTERGOVERNMENTAL ASSOCIATIONS/MEETINGS		ALL COUNCIL		COMMUNITY ROTATION	
NACOG-REGIONAL COUNCIL		MAYOR GERMAN	QUARTERLY-4 TH THURSDAY (Feb, Apr, Jun, Aug, Oct) AT 10 AM-12 PM (EXEC 9-10)	HIGH COUNTRY CONFERENCE CENTER (HCCC) FLAGSTAFF OR AS DESIGNATED	928-774-1895
VVREO	Steve Ayers to provide details		FRIDAY, QUARTERLY AT 10:00 A.M.	YC BOARD ROOM -6 TH STREET-COTTONWOOD	634-8100
LEAGUE RESOLUTIONS COMMITTEE		MAYOR GERMAN	ANNUALLY	LEAGUE OF CITIES AND TOWNS CONFERENCE	KEN STROBECK EXECUTIVE DIRECTOR
ARIZONA MUNICIPAL RISK RETENTION POOL (elected position only)		N/A ELECTED POSITION	EVERY OTHER MONTH	PHOENIX	
VERDE VALLEY TRANSPORTATION ORG		RON LONG/BUCHANAN	EVERY OTHER MONTH	COTTONWOOD	
VERDE VALLEY TRANSIT COMMITTEE		BUCHANAN	MONTHLY		JASON KELLY
VV WATER USERS LIAISON		BUTNER	AS NEEDED	AS NEEDED	AS NEEDED
VERDE VALLEY HOMELESS COALITION (501C3)		LEBEAU	General meetings-4th Thursday of month 12-1. Board of Directors meets twice a month	Sycamore Rm - Spectrum Healthcare, 8 E Cottonwood, Cottonwood	Raena Avalon, Exec Dir., avalonrain@msn.com 928-202-1176
MENTAL HEALTH COALITION- VERDE VALLEY (added 09-23- 2015)		N/A	MONTHLY		
VERDE FRONT		MAYOR GERMAN	QUARTERLY	COTTONWOOD REC CENTER	Tahnee Robertson tahnee@swdresources.com Southwest Resources, Inc. 520-444-6105
VERDE VALLEY STEERING COMMITTEE OF MATFORCE		BUTNER/JENKINS	2ND WEDNESDAY OF EACH MONTH 12-1:30 PM	PUBLIC SAFETY BUILDING IN COTTONWOOD	MERILEE FOWLER mfowler@matforceaz.org
PUBLIC SAFETY PERSONNEL RETIREMENT BOARD CHAIRMAN	BYLAWS INDICATE THAT MAYOR OR CHIEF ELECTED OFFICE OR A DESIGNEE SHALL SERVE AS CHAIR- MAYOR GERMAN	BYLAWS INDICATE THAT MAYOR OR CHIEF ELECTED OFFICIAL OR A DESIGNEE SHALL SERVE AS CHAIR. MAYOR GERMAN	AS NEEDED	MARSHAL'S OFFICE TRAINING ROOM	MARY NEWTON
PHILLIP ENGLAND CENTER FOR THE PERFORMING ARTS FOUNDATION	EX-OFFICIO, NON VOTING BOARD MEMBER POSITION		1st TUESDAY OF EACH MONTH AT 4:30 PM	VVAC meeting room 385 SOUTH MAIN STREET	KEN ZOLL

From: Steve Ayers
Sent: Wednesday, January 23, 2019 11:47 AM
To: Judy Morgan
Subject: FW: VVREO

Here is the answer to the VVREO questions. Let me know if you need anything else.
 Steve

From: Mary Chicoine [REDACTED]
Sent: Wednesday, January 23, 2019 11:42 AM
To: Steve Ayers <Steve.Ayers@campverde.az.gov>
Subject: Re: VVREO

Steve,

We are asking for an appointee to the Long Range Strategic Planing Committee. Below is the committee description and current participants. The committee will meet quarterly, Those dates have not been set yet because we are just now forming the committee.

Let me know if there is any further information that I can provide.

Mary

1. LONG RANGE STRATEGIC PLANNING

Number of meetings/year: 4

Number of committee members: Approximately 25 representing economic development, elected officials, and private industry

General Purpose/Responsibilities: This committee will meet at least four times per year. The committee with the assistance of the Board will oversee the Board’s regional economic development strategic planning efforts establishing priorities and monitoring progress towards goals.

Marketing and Public Relations Responsibilities: To create awareness of the economic and business development efforts of VVREO and the Long Range Strategic Planning Committee. Committee members will provide guidance and creative ideas to best promote the Verde Valley as a premier location for economic and business development at events, conferences and other marketing opportunities. This committee will develop public statements, photographs, and other public information needed in the promotion of the current projects or economic development topics of regional interest generated by the committee. The material developed will be used for distribution to identified print and online media, use in organizational materials, and posting on VVREO website and all social networks. All statements released by the committee shall be approved by the Board Chair or the Board Chair’s representative prior to release.

Committee Chair: Chairs are considered the general leaders of their committee and are generally responsible for fulfilling the functions and goals of their committee. The Committee Chairs shall communicate with the Board Chair and/or VVREO’s Administrator.

Responsibilities of the chair include but are not limited to the following:

- Schedule and prepare for meetings.

- Create a standard meeting time and place.
- Prepare an agenda and updated strategic planning process status.
- Email committee members ahead of the meeting with the agenda and necessary materials to discuss.
- Review all materials ahead of the monthly meeting.
- Facilitate committee meetings.
- Write monthly reports to be included in the Board packets.
- Present monthly report and updates at monthly Board meetings.
- Delegate duties as necessary to other committee members.

Responsibilities of the committee members include but are not limited to the following:

- Review all materials in advance of the committee meetings.
- Attend committee meetings.
- Thoughtfully participate in meetings and email correspondence.
- Provide oversight to the strategic planning status.
- Consistently review the regional economic development plan and establish priorities.
- Annually review the status of the plan’s implementation making recommendations for modifications, etc.
- Actively engage respective colleagues in the implementation of the plan as appropriate.
- Assist with monthly committee reports to be included in the Board packets as needed.
- Develop a plan to build public awareness and be an advocate for the regional plan and its priorities.

LONG RANGE STRATEGIC PLANNING COMMITTEE

Chair: Jennifer Wesselhoff, Sedona Chamber of Commerce and Tourism Bureau

Economic Development Directors:

- Molly Spangler – City of Sedona
- Buddy Rocha, Jr. – Yavapai-Apache Nation
- Casey Rooney – City of Cottonwood
- Steve Ayers – Town of Camp Verde
- Jodie Filardo – Town of Clarkdale
- Richard Hernandez – Yavapai College Regional Economic Development Center

Elected Officials:

- Tom Thurman – Board of Supervisors
- Randy Garrison – Board of Supervisors
- Debbie Hunseder – Town of Clarkdale
- Janice Hudson – City of Sedona
- Mandy Worth – Town of Jerome (Jack Dillenberg, Alternate)
- TBD – City of Cottonwood
- TBD – Town of Camp Verde
- TBD – Yavapai-Apache Nation

At-Large members:

- Robyn Prud’homme-Bauer – VVREO Board Chair
- Carole Peet – Northern Arizona Healthcare
- Christian Oliva Del Rio – Cottonwood Chamber of Commerce
- Kelly Patton – APS
- Greg Kornrumph – SRP
- Darin Dinsmore - Crowdbrite
- Bill Jump - Developer
- Teri Drew – NACOG

James Perey – Yavapai College
Nancy Steele – Friends of the Verde River
Ray Selna – Selna Realty
TBD – Transportation
TBD – Land Management
TBD – Wine Industry

Mary A. Chicoine
Momentum Catalysts
4020 North Pine Drive
Rimrock, Arizona 86335
928-567-4176
www.MomentumCatalysts.com

"Leading individuals and organizations to their highest destiny."

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