



Support your local merchants

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 3, 2018 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 Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; 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) Regular Session – December 6, 2017
- 2) Work Session – December 13, 2017
- 3) Special/Executive Session – December 15, 2017
- 4) Regular Session – December 20, 2017

b) Set Next Meeting, Date and Time:

- 1) Wednesday, January 10, 2018 at 5:30 p.m. - Work Session
- 2) Wednesday, January 17, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, January 24, 2018 at 6:30 p.m. – Council Hears Planning & Zoning
- 4) Wednesday, February 7, 2018 at 6:30 p.m. – Regular Session

c) Possible approval of Resolution 2018-994, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2018 Meeting Dates and Times for Regular Meetings of the Council and all Commission/Committees, and Superseding Resolution 2017-972. Town Code 2-3 Council Procedures. [Staff Resource: Judy Morgan]

d) Possible approval of Resolution 2018-995, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operations, superseding 2012-871. [Staff Resource: Judy Morgan]

e) Possible approval of 2018 Policy Statement that authorizes the Mayor, as the

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Town Chief Elected Official to support or oppose Legislative bills introduced during Legislative Sessions when they adversely affect the Towns interests and require an immediate response. (Per Town Code 2-2-4(F)) [Staff Resource: Judy Morgan]

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5. Special Announcements and presentations.

5.1. Proclamation designating March 29, 2018 as Vietnam Veterans Remembrance Day. [Resource: Mayor Charles German]

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, 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))

7. Business. Legal action can be taken.

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7.1. Possible approval of Ordinance 2018-A429, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town of Zoning Map to change the zoning classification from PAD (Planned Area Development), R1L-5, R1L-8, and R1L-35 (Residential: Single Family Limited, 5,000-8,000, and 35,000 square-foot minimum lot sizes to R1 & C2 PAD (Residential: Single Family and Commercial: General Sales and Services, Planned Area Development) The properties consist of approximately 173 acres located on the North side of Finnie Flat Road, just east of the State Route 260 intersection, Parcels 403-23-102, 403-23-102U, 403-23-104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23-432E, 403-23-415B, AND 403-23-103X. [Staff Resource: Carmen Howard]

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7.2. Possible approval of Resolution 2018-996, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting a Development Agreement between the Town of Camp Verde and CFT Ventures, LLC, an Arizona Corporation, in order to provide for Long-Term Development of certain real property or approximately 173 acres generally located north of Finnie Flat Road and East of W State Route 260 within the Corporate limits of the Town of Camp Verde. [Staff Resource: Carmen Howard]

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7.3. Discussion, consideration and possible appointment of Council Members as Town Representatives and alternates to various boards, committees, and organizations. [Staff Resource: Mayor and Council]

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7.4. Quarterly Reports from Planning and Zoning Commission and Board of Adjustment and Appeals. [Staff Resource: Melinda Lee]

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7.5. Appoint members to the Planning & Zoning Commission and the Board of

Adjustment and Appeals for 3-year terms. [Staff Resource: Melinda Lee; Virginia Jones]

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7.6. Discussion, consideration, and possible approval of agreement to continue progress made on energy saving solutions by engaging Wendel in final design and scoping of Photovoltaic Solar at the Sewer Plant and lighting throughout the Town's facilities including Main Street lighting. [Staff Resource: Russ Martin]

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

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.

- Bashas's Community Board
- Town Hall
- Website

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Support your local merchants

**DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 6, 2017 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.** The meeting was called to order at 6:30 p.m. Mayor German presided.
2. **Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German were present.

Others Present: Manager Russ Martin, Town Clerk Judy Jones, Community Development Director Carmen Howard and Recording Secretary Marie Moore

3. **Pledge of Allegiance.** Led by Mayor German.

4. **Consent Agenda**

- a) **Approval of the Minutes:**

- 1) Regular Session – November 15, 2017

- b) **Set Next Meeting, Date and Time:**

- 1) Wednesday, December 13, 2017 at 5:30 p.m. – Work Session
- 2) Friday, December 15, 2017 at 8:00 a.m. – Special/Executive Session
- 3) Wednesday, December 20, 2017 at 6:30 p.m. – Regular Session
- 4) Wednesday, December 27, 2017 at 6:30 p.m. - Council Hears Planning & Zoning- CANCELLED by Resolution 2017-972
- 5) Wednesday, January 3, 2018 at 6:30 p.m. – Regular Session

- c) **Possible approval of Ordinance 2017-A420, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the sale of real property, parcel #404-02-172 located on McCracken Lane, Camp Verde, Arizona.** [Ordinance requested from Title Company]

Councilmember Jackie Baker made a motion to approve the consent agenda as presented, seconded by Vice Mayor Jessie Murdock.

Councilmember Gordon asked for an overview on 4.c. Town Manager Martin explained this was the remnant piece from the Town Sports Park parcel. The sale of the property has been approved by Council but an ordinance was requested as the official action to sell it.

The motion passed unanimously.

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.)**

Dale Elsner spoke on a problem with Camp Verde Mini Storage and their 24/7 operation creating a high crime situation and homeless camp.

Sheila Stubler announced a special event – Candlelight Tours at Fort Verde.

7. **Business: Legal action can be taken.**

- 7.1. **Consideration of whether to adopt a resolution calling on the Arizona State Legislature to ban “bump stocks” in Arizona.** [Resource: Mayor Charles German]

There was council discussion on whether they would consider support of this issue through a resolution.

Councilmember Whatley made a motion to adopt the resolution to support the bump stock ban. Councilmember Baker seconded. The motion failed by a 3-4 vote, Councilmembers Jenkins, Gordon, Vice Mayor Murdock and Mayor German voting against.

- 7.2. **Discussion, consideration and possible approval of transfer of parcel 404-15-267B that is approximately 6.8 acres of Verde Lakes Recreational Corporation property with the purpose of reverting the park from privately-owned to a public municipal park.** [Staff Resource: Russ Martin]

Town Manager Martin gave an overview explaining staff is comfortable with taking this on as an ongoing project for a new town park.

Public comment was taken on this item.

Donna Moody spoke in support of this consideration; Firewise grants being obtained for fire hydrants; working together on the park.

Councilmember Gordon spoke about developing the park in time, but prioritizing for the sports park now and expenditure concerns for any unanticipated costs.

Councilmember Whatley spoke in support of allowing the transfer of ownership and doing something for these Town citizens.

Councilmember Jenkins spoke on the uniqueness and beauty of the location but wanting assurance this park can be managed along with the development of the sports complex, at the same time.

TM Martin assured they can manage this with existing resources and future council will deal with future Verde Lakes Park development.

Councilmember Baker spoke on the liability with ownership of this park and fiscal responsibility.

Councilmember Buchanan spoke on his concerns with cost to take on another park; original need for fire suppression no longer an issue; residents' response to increased traffic and public use.

TM Martin was asked for his recommendation. Mr. Martin spoke on the park

servicing the area; staff resources are available.

Vice Mayor Murdock asked about assistance if a natural disaster at the Verde Lakes if it is not Town-owned; TM Martin explained federal resources come after local resources are exhausted.

VM Murdock asked about water rights. TM Martin explained the Town is not part of the water distribution formula, will not be filling the ponds or getting involved in the Judge Mackey decision.

Mayor German spoke on the positive aspects of working with the Verde Lakes Recreation Committee: existing 501C3; committee understands where they are; Council controls budget annually; wants to see the transfer step with future considerations for the community and future council. He is in favor of this next step.

Councilmember Whatley made a motion to transfer parcel 404-15-267B that is approximately 6.8 acres of Verde Lakes Recreational Corporation property with the purpose of reverting the park from privately owned to a public municipal park. Vice Mayor Murdock seconded the motion.

TM Martin asked for an addition to the motion to include the mayor or vice mayor as the authorizing signer for the paperwork. Vice Mayor Murdock withdrew her second to allow the original maker of the motion to continue her motion.

Councilmember Whatley added to her motion the authorization for the Mayor or Vice Mayor to sign the paperwork necessary to acquire legal title to the properties known as the Verde Lakes Ponds. Vice Mayor Murdock seconded the motion. It was approved 4-3 vote in favor Councilmembers Gordon, Buchanan and Baker voting against.

7.3. Discussion regarding Howards Road drainage and direction to the Mayor for next steps. [Resource: Mayor Charles German]

Mayor German reviewed the maps showing the Howards Road drainage area and what he wishes to propose to the Forest Service to consider; allowing the Town to pay for a resurveying of the area (Howards Rd), to enable the town to fix its roadway.

Councilmember Baker asked about the maintenance of the roadway and the town's responsibility to keep it up.

TM Martin gave an overview explaining the road is on the Forest Service land and the town needs to own the property to do the repairs needed.

VM Murdock stated her support of the Mayor in working with the Forest Service on this issue. Council agreed, reaching consensus to allow the Mayor to move forward on this issue with the Forest Service.

8. Public Hearing Agenda. Public hearing, discussion and possible action.

8.1. Public hearing and possible approval Location Transfer of Liquor License application for Kim Kenneth Kwiatkowski - Circle K Stores Inc. for a Class 9 Liquor License (Liquor Store), application #09134003 located at 752 Finnie Flat Road, Camp Verde, AZ. (Staff Resource: Judy Morgan)

8.1.1. Staff Comments.

Town Clerk Judy Morgan explained this is an application to transfer an existing liquor license for Circle K Stores to its new location at 752 Finnie Flat Road.

8.1.2. Public Hearing Opened

The public hearing was opened at 7:32 p.m. No comments were received.

8.1.3. Public Hearing Closed

The public hearing was closed at 7:32 p.m.

8.1.4. Council Discussion and possible action.

Councilmember Baker made a motion to approve location transfer of Liquor License application for Kim Kenneth Kwiatkowski-Circle K Stores Inc. for a Class 9 Liquor License (Liquor Store), application #09134003 located at 752 Finnie Flat Road, Camp Verde, AZ. It was seconded by Councilmember Jenkins and approved unanimously.

8.2. Public hearing and possible approval of Liquor License application for Rhonda Marie Tilton - Dollar General Store for a Class 10 Liquor License (Beer and Wine Store), application #10133320 located at 2775 Verde Lakes Drive, Camp Verde, AZ. (Staff Resource: Judy Morgan)

8.2.1. Staff Comments

Town Clerk Morgan gave an overview on the application. This is for a new liquor license application for Rhonda Marie Tilton-Dollar Store for a Class 10 Liquor License (Beer and Wine Store), application #10133320 located at 2775 Verde Lakes Drive, Camp Verde, AZ.

8.2.2. Public Hearing Opened

The public hearing was opened at 7:33 p.m. No comments were received.

8.2.3. Public Hearing Closed

The public hearing was closed at 7:33 p.m.

8.2.4. Council Discussion and possible action.

Councilmember Gordon made a motion to approve the Liquor License application for Rhonda Marie Tilton - Dollar General Store for a Class 10 Liquor License (Beer and Wine Store), application #10133320 located at 2775 Verde Lakes Drive, Camp Verde, AZ. It was seconded by Councilmember Baker and approved unanimously.

8.3. Animal Guardian Network Use Permit Application. Public Hearing, possible approval or denial for a Resolution (Resolution 2017-992) of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a request submitted by Carrie Singer, Executive Director of the Animal Guardian Network, on an approximately 17 Acre Parcel, APN 403-19-007S, located at 2555 N Arena Del Loma Rd. The subject applicant is requesting approval of Use Permit 20170327 to allow for Agri-Tourism in a residential neighborhood zoned R-R (Residential Rural) for the purpose of an animal

sanctuary and Healing Ranch. [Staff Resource Melinda Lee/Carmen Howard]

8.3.1. Staff Comments

Community Development Director Carmen Howard gave an overview explaining all requirements have been completed. Comments were received, 3 opposed and 1 in favor with 76 letters of support provided from the applicant.

Mayor German clarified the responsibility of the use permit continuing is on the applicant.

CDD Howard explained she is recommending expanding the number of animals set by the Planning and Zoning Commission to a number that would allow them to perform the rescue business.

8.3.2. Public Hearing Opened

The public hearing was opened at 7:43 p.m.

Applicant's agent Bill Feldmeyer spoke on this being a second location; it is an ideal site; Camp Verde has an Agri-Business designation; business will improve other businesses in town; has a Social Network following of 10k; meets the criteria set forth in the General Plan. He spoke on staff allowing self-managing the amount of animals and frequent reviews; traffic being limited, employees and deliveries.

Ilene Jamison and Diana Gogan spoke on the reason for the business/rescue. Ms. Jamison shared a neglected dog story with a happy outcome at the rescue.

Jennifer Burgess spoke in support of the rescue.

Cheryl Young spoke in support of the rescue and works with the volunteers. She stated it was a great community addition.

Carrie Singer, Applicant, spoke on how the rescue has grown from dogs only to include farm animals. She spoke on Camp Verde's community sense; working together; no chemicals on the property and the site being by the river.

Lisa Hunt supports AGN and other animal groups. She spoke on AGN's unique mission and execution of it.

BJ Davis spoke as a citizen of the community, supporting the rescue. He reported on visiting the Cave Creek rescue location and the high level of care and maintenance of the property; animals being friendly, and quiet. He spoke on offering the rescue flexibility with their use permit to provide the assistance necessary with review of it ongoing.

Barry Church opposed self-monitoring as he doesn't feel it offers checks and balances in the process.

Randa Clark opposes the rescue location as a neighbor and has concerns about keeping rules, number of animals kept, self-governing. Asked Council to consider the neighbors of this property.

Ron Posten spoke in support of the rescue and having the property used. He talked of strays already in the area and liked the chapel for "lost" animals.

8.3.3. Public Hearing Closed

The public hearing was closed at 8:19 p.m.

8.3.4. Council Discussion and possible action.

Councilmember Gordon asked the applicant about the number of animals on their existing 1.45 acres. Ms. Singer explained they have 45. CM Gordon would have liked to hear from the Cave Creek neighbors. Ms. Singer explained she has 3 new neighbors.

Vice Mayor Murdock spoke on the use permit allowing something not zoned and the opportunity for checks and balances, review and questions anytime throughout the year. CDD Howard agreed if they received complaints they would investigate.

VM Murdock asked if improvements (development) would require permits as well as storm-water drainage. CDD Howard confirmed this to be true, requiring it to be done to code and monitored. VM Murdock spoke in support of the use permit.

CM Gordon asked for clarification about the stipulations made in the Planning and Zoning Commissions recommendation to council. CDD Howard is recommending removing the animal counts; the code counts for large animals and for 40 dogs. The use permit allows for the self-managing of animal counts.

Councilmember Baker asked for the best way to handle the approval with change to the P&Z recommendation from the attached resolution. There was discussion on review stipulation (not needed for a use permit); whether to allow the use permit for 6 or 12 months.

Councilmember Baker made a motion to approve Resolution 2017-992 a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for the request submitted by Carrie Singer, Executive director of the Animal Guardian Network, on an approximately 17-acre parcel, APN 403-19-007S, located at 2555 N Arena Del Loma Rd. The subject applicant is requesting approval of use permit 20170327 (with staff's stipulations) to allow for Agri-Tourism in a residential neighborhood zoned R-R (Residential-Rural) for the purpose of an animal sanctuary and healing ranch. Councilmember Buchanan seconded the motion.

There was discussion on the acreage of the subject property. The resolution is for the 17-acre lot not the full 21-acres (one parcel in application with second parcel to stay native). The motion passed by unanimous approval.

Council took a short break recessing at 8:45p.m. Council reconvened at 9:00 p.m.

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

There was no public comment received.

10. Council Informational Reports.

Councilmember Whatley spoke on the Intergovernmental Meeting; Homeless

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DRAFT MINUTES
TOWN OF CAMP VERDE
WORK AND SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 13, 2017 at 5:30 P.M.

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

1. Call to Order

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

2. Roll Call

Mayor Charles German, Vice Mayor Jessie Murdock (arrived at 5:41pm), Councilor Robin Whatley, Councilor Dee Jenkins, Councilor Buck Buchanan, Councilor Brad Gordon and Councilor Jackie Baker were present.

Also Present

Town Manager Russ Martin, Deputy Clerk Virginia Jones, Economic Development Director Steve Ayers, and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Mayor German led the Pledge.

Mayor German recommended moving Item 5.1 up on the agenda to accommodate guest Mark Reader, who was up from Phoenix.

5. Special Session. Legal action can be taken

5.1 Discussion, consideration and possible approval of Resolution 2017-993, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, acting as Trustees of Camp Verde Sanitary District of Yavapai County, Arizona, Pursuant to A.R.S. Section 48-2029 approving and authorizing the sale and issuance of Camp Verde Sanitary District of Yavapai County, Arizona General Obligation Refunding Bonds, Series 2017, and all matters related thereto; Prescribing certain terms and conditions of such bonds including the delegation to the Manager of the Town of the Authority to designate certain matters with respect to such bonds; Awarding a contract for the placement of such bonds and adopting Post-Issuance Tax Compliance Procedures in connection with issuance of Obligations of the District. [Staff Resource: Mike Showers]

This resolution is needed to refinance the 2004 and 2006 Water Infrastructure Finance Authority loans under the Camp Verde Sanitary District.

Mark Reader handed out a Projected Secondary Tax Rate Spreadsheet. He wanted to remind everyone the Town is currently paying interest rates of 3.14% on the 2004 loan and 3.3% on the 2006 loan. Interest rates are historically low right now so the timing is good to refinance. They received refinancing "bids" from several different sources but would like to accept the offer from National Bank of Arizona because of their great rates (2.1% interest rate on the 2004 loan and 2.18% interest rate on the 2006 loan) and

because they are local. The combined principal amount is \$2,378,231.59 and the total expected savings is approximately \$85,000. This means the Town should be able to reduce the property tax rate up to about 32 cents.

Motion made by Councilor Whatley to approve Resolution 2017-993. Second was made by Councilor Baker. It was approved unanimously.

4. **Work Session.** No legal action to be taken.

4.1 **Community Development Block Grant (CDBG) Project Review and Discussion.**
[Staff Resources: Ron Long, Judy Morgan]

Mayor German requested Town Manager (TM) Martin explain the process.

TM Martin explained this meeting is the time to ask questions, get more details and review each of the proposed projects. This work session is not a required part of the process. There will be a formal Public Meeting in January (1/17/18). Mr. Martin stated that Council can only pick one of these projects. He suggests members go and speak to their neighbors about the projects. Mr. Martin also wanted to remind everyone the money for this is not funded yet but is expected to be in September 2018 and budgets have been known to change.

Mr. Martin stated that he owes Rainbow Acres an apology. When they first talked about the grant, he was under the assumption Council could pick more than one project and they didn't have a project that was worth the total amount of the grant.

Councilor Jenkins stated that it looks like all of these projects are dependent on a "survey". She asked who conducts it and how is it done. Mr. Martin explained each project is set in a neighborhood. Council will have to do a door to door survey and have a "hard conversation" with the residents. There will be forms to fill out while talking to the neighbors. Neighborhoods only qualify when 51% of people in the neighborhood qualify. He explained that projects could change because neighborhoods aren't qualified. He suggests keeping this in mind when thinking of the projects and prioritize the projects.

Councilor Whatley stated, when looking at Abide's application, it states they service low income people, do they have to be in a specific neighborhood? Mr. Martin explained it's about who they are serving. They have to prove who they are serving meet the qualifications to maintain funding.

Councilor Gordon asked how long the timeframe is to fulfill the benefit. Mr. Martin assumes it will be about 10 years. This is a HUD Program so the numbers might have changed since he has last worked with them.

1) **Abide Maternity Home - Income-based Low-income Housing: One Building, 4 Units**

Councilor Gordon stated this would be a worthwhile benefit for the community, but the benefit is narrow in scope. He would like to look at that prospective against other projects.

Councilor Baker stated that Councilor Gordon had a good point for this particular grant. She stated that at the bottom of the application, they weren't sure what "legally committed looks like". Mr. Martin stated the CDGB Coordinator Rollins,

would help them. This means they would have to show they have \$30,000 to commit to the project. Councilor Baker asked if the Town would be utilizing Ms. Rollins throughout the grant process. Mr. Martin stated that yes, she has laid out the terms and is ready to be here.

2) Town of Camp Verde - Access and Drainage Improvements Verde Lakes Drive

Mr. Martin reviewed the drainage plans and stated this would include replacing culverts.

Councilor Gordon asked if the first low point for this road is an all-weather crossing. Mr. Martin stated the first one is the one with the least amount of problems. The priority would be to get the larger section done.

Councilor Whatley asked if the Town has already done a lot of mitigation out there. Mayor German stated that if this project is funded for River Habitation Restoration, then the Corps of Engineers can get involved, then this whole area could be re-channeled.

Councilor Baker stated that over the years the Town has done a lot of work and has spent 100's of thousands of dollars out there. Hopefully, if this project is chosen, it will fix the whole problem.

Councilor Murdock asked if there were any property owners out there within the locked gates that are locked out of their property? Mr. Martin stated that no one is locked out of their property. They are able to get in. He also added that this neighborhood could easily be defined.

3) Town of Camp Verde - Cherry Creek Crossing on Highway 279

Mr. Martin explained that this project would be located on Highway 279, where pavement goes from dirt to pavement, and an appropriately-sized culvert needs to be built.

Councilor Baker asked if the Yavapai Apache Nation was willing to work together to fix the road, and asked if there has been any conversation regarding their interest. Mr. Martin stated that two weeks ago they went out with the Yavapai Apache Nation's Economic Development Group and gave them a tour of Highway 279 and showed them a design estimate showing plans to see what it would take to get this done. They are also hoping the County would be part of this project as well. All agreed there are things they could do. There are a lot of different funds available to use. This area is one of the biggest projects out there. Mr. Martin feels that because this project benefits an Indian Community it has a better opportunity to be seen in a positive light at HUD.

Councilor Whatley stated that this project is exciting because if there is a problem on Highway 260, traffic could be rerouted to Highway 279. Mr. Martin stated this is a huge area and a major project, and will be costly to repair.

4) Town of Camp Verde - 7th Street Sidewalk

Mr. Martin stated this project would connect the sidewalk on the south side of Walgreens to Holloman Street. This project would be the easiest because the

neighborhood is already defined and qualified from another project.

Councilor Whatley stated this project has been a consideration for some time.

5) Town of Camp Verde - Utility Extension

Mayor German asked if the Town has given up on the proposed project to replicate the old Black Bridge design (May 2016 - walking bridge and utility extension across river). Mr. Martin stated this would be an opportunity to address that. The benefit would be that HUD favors utility work, as it provides neighborhoods a significant and long-term improvement. Councilor Gordon explained that this is why he asked how long the benefit would be, because it might take a while before the lines could be extended across the river.

Councilor Whatley added that the grant would be about \$150,000 short. Mr. Martin wants to make sure they don't underestimate the realities.

6) Town of Camp Verde - Verde Lakes Park and Fire Protection Improvements

Council discussed investing into the community by lining the ponds, doing a spillway, and using the ponds for fire protection.

Mr. Martin stated the formal transfer of the property is now complete. With this money it could cover all the improvements to finish it, leaving on-going maintenance expenses only. The neighborhood would be fairly easy to define.

Councilor Murdock stated the money could be spent there easily. This would be an investment into a project for the community. This would cover a lot of things.

Councilor Buchan feels this project should be down the list to consider because there are so many other parks to be completed.

4.2 Discussion, consideration and possible direction to staff regarding the future planning, coordination and execution of the Town's three major special events (Fort Verde Days, Spring Heritage Pecan and Wine Festival, and Cornfest). Discussion may include but will not be limited to future financial needs, coordination, partnerships, and partner roles. [Staff Resource: Steve Ayers]

Economic Development Director Steve Ayers stated there have been changes in the planning of special events over the years. There was a fulltime employee and staff to handle these events. The cost was estimated to be about a quarter million dollars to do these events. During the downturn of the economy, the Town staff was released and it went to volunteers from the community to put on the events. It is now down to three events with a budget of about \$10,000. He has been speaking with volunteers about the problems they have been encountering and the burdens of the events. The volunteer coordinators would like to get help with the events, and have expressed the need for more money, and to consider exploring the idea of finding a new coordinator to carry out the events.

Nikki Miller spoke on working with these events for the last nine years. She is concerned the events will go away due to a lack of volunteers, because of the time and effort that needs to be put into the events. She would like to compel the public to become involved by volunteering to be on the board, or committees that coordinate the events. They only

received one response from the community offering to help. The Camp Verde Business Alliance has offered to help but they are made up of businesses and its members have businesses to run. She stated that it's not about the money, she just needs more help. She thinks an event coordinator would be beneficial to facilitate the events.

Julie Scott with Camp Verde Promotions and Camp Verde Business Alliance (CVBA) shadowed the board with each event. She stated the events are a lot to take on and the volunteer base is aging out, and it is difficult to find volunteers to help as planning events are time consuming. She is concerned that if the events go away, they won't get them back. There is only a handful of people to volunteer. The Heritage events in the community have been going on for 15+ years. She suggests maybe paying volunteers for their time. She feels these events help define the Camp Verde Community. There are hundreds of hours put into planning these events.

BJ Davis, President of CVBA has been observing the events, and gave his opinion that the Town wouldn't be the same without the events, and it brings people into the community. Committees would be useful for each event. The current volunteers are ready to retire but would help with future events. He thinks the Council needs to decide if these events are worth it. He feels an event coordinator is needed and suggested asking a current event coordinator to come in as a consultant and get a big picture of management of three events. See what it takes to keep them sustainable.

Julie Keenie works in the healthcare field and has been with the group for five years. These events have brought her joy and pleasure because of what is brought to the community. She gets feedback from people outside the community that come to the event and gets lots of great compliments. Camp Verde Promotions has invested a lot of money into the events and own all the equipment. They have it running like clockwork. She stated that this is an investment for the community. She complimented Camp Verde Promotions for all the work that they have done. She feels an event coordinator would be an extra plus. A budget has been created, it just needs manpower and money.

Trish Peterson of Camp Verde Promotions would hate for the events to go away. It's not just about the event, the events are getting bigger. She is worried about what will happen to the community without the events. She is not sure that getting a coordinator from outside the community is the answer.

Ron Posten stated he first came to Camp Verde by attending a Cornfest. He suggests, each Member of Council pick one volunteer to follow and then choose a person to cover the next year to prevent burn out. Each person would then bring in another three people to be on the committee. This could continue into the future.

Sheila Stuper from Fort Verde, with Parks and Rec feels that doing special events kept the Fort open. She doesn't want special events to go away. Everyone is passionate about what they do for the community. She feels partnerships are the lifelines to continuing the events. It is important to re-evaluate what is most important to keep; what are the ramifications if the event goes away; the costs to keep them here, and costs if they go away forever. She stated the Park looks for sponsors to help with events, maybe create a partnership to help with the workload; make it a package deal.

Ken Zoll with Verde Valley Archeology Association stated he attends nonprofit training, and has always been told nonprofits are not about making money. It's to benefit the community. Events are important. He is impressed with Nikki and thinks there is a need for an event coordinator. People will find the time if they get paid for their time. He also suggests a stipend for volunteers. He feels it's important to market events.

Debra Finner stated a lot of people come to these events; the vendors are happy; without the events the town will die; money would be going into economic stability, with people from outside the community come and stay, which makes the town and businesses make money; the Council needs to decide if it benefits town.

Bobbie Tennet said the ball is in the Council's court.

Cat Davis stated that Camp Verde Productions has been doing a wonderful job taking over the events, and to consider what happens if the events go away. She feels people are not inspired to volunteer and that a coordinator is needed. A person from outside will figure out what is important for the community. This situation needs to be broken down. The Town will not go away if the events go away. There are a lot of things that can tie into the events. Everything the town has to offer, brings people in. She encourages the Council to look at the economic benefit, and the plan to make the events grow for the entire town.

Councilor Baker stated there is a room full of volunteers that need to sit down to figure out how to be successful. She suggested that each organization takes an event and creates it and organizes it, with committed volunteers and businesses to run the events.

Councilor Gordon feels more money should've been put into these events. The drawback is the age of the volunteers, and there is a need to get more participation from younger people. He is not sure what the answer is, but suggests looking at the Economic Development Director for feedback. He stated the events shouldn't go away.

Councilor Jenkins said she would like to know someone is going to drive this and start working on this. It makes sense for Parks and Rec to get the ball rolling and its going to take a committee to make this happen. The Town has to be a part of this.

Councilor Whatley agrees. The Town has to be the umbrella to step back into it again and direct what is going on. She feels the Town went overboard in the past, then cut back too much. There needs to be a middle ground. She stated that its not Camp Verde without Fort Verde Days. All of these events are what Camp Verde is about. It could take years to rebuild the events if they let it go. The vendors will go somewhere else. She expressed her thanks to those who saved the events in the interim.

Steve Ayers stated there is a short-term and long-term need, with a budget that could be worked with. He would like direction from Council allow him to meet with Ken, Camp Verde Promotions and representatives from CVBA and sit down to figure out in the short-term what is needed to pull off the Pecan Festival this year and then figure out what is needed for a long-term plan. He is willing to take this on and help with the event coordinator selection. This could mean tremendous income for the Town.

Mayor German would like for them to talk and discuss a project within the community with any profits from these events going back into it. There have been improvements

with fundraising. He would like them to consider how these events benefit the town and then share that information back to the public; incorporate the schools into this plan.

6. Adjournment

Mayor adjourned the meeting at 7:41 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 the Work and Special Session of the Town Council of Camp Verde, Arizona, held on December 13, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Judy Morgan, Town Clerk

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Support your local merchants.

DRAFT MINUTES
SPECIAL SESSION - EXECUTIVE SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
FRIDAY, DECEMBER 15, 2017 at 8:00 A.M.

1. **Call to Order.** The meeting was called to order at 8:00 a.m. Mayor German presided.
2. **Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; and Mayor Charles German were present. Vice Mayor Jessie Murdock was absent.
3. **Pledge of Allegiance.** Done.
4. **Discussion and consideration for the negotiation of the Town Manager's employment contract.** 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).

Councilmember Gordon made a motion to recess into Executive Session, seconded by CM Buchanan. It was approved unanimously. Council convened into Executive Session at 8:02 a.m.

- 4.1. **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.
- 4.2. **Reconvene the Regular Meeting.**

Council reconvened into open session at 8:51 a.m.

Town Manager Russ Martin iterated he would get the Council numbers to go with his proposed contract provisions. He stated his expectations that further contract negotiations with him would come after his performance review, late January or early February.

Councilmember Buchanan asked for the contract to come back to the Council with a way to notate the changes from the approved template Council approved.

5. **Adjournment.** Without objection, the Mayor adjourned the meeting at 8:53 a.m.

Charles German, Mayor

Judy Morgan, Town Clerk

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 Special Session by the Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on December 15, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Judy Morgan, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, DECEMBER 20, 2017 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 Jessie Murdock, Councilor Dee Jenkins, Councilor Buck Buchanan, and Councilor Brad Gordon are present. Councilor Jackie Baker and Councilor Robin Whatley are absent.

Also Present

Town Manager Russ Martin, Town Clerk Judy Morgan, Community Development Director Carmen Howard, 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) No minutes for approval

b) Set Next Meeting, Date and Time:

- 1) Wednesday, December 27, 2017 at 6:30 p.m. – Council Hears Planning & Zoning – CANCELLED per Resolution 2017-972
- 2) Wednesday, January 3, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, January 10, 2018 at 5:30 p.m. – Work Session
- 4) Wednesday, January 17, 2018 at 5:00 p.m. – Special/Executive Session
- 5) Wednesday, January 17, 2018 at 6:30 p.m. – Regular Session
- 6) Wednesday, January 24, 2018 at 6:30 p.m. – Council Hears Planning & Zoning
- 7) Wednesday, January 31, 2018 at 5:30 p.m. – Special/Executive Session

Motion made by Councilor Buchanan to approve the consent agenda as presented. Second was made by Councilor Jenkins. **Motion** carried unanimously.

5. Special Announcements and presentations.

There were no special announcements or presentations.

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

There were no comments from the public.

7. Public Hearing Agenda. Public hearing, discussion and possible action.

7.1 Discussion, consideration and possible approval of a reallocation of Streets Maintenance Budget of up to \$50,000 and reallocation of Streets Paving of up to \$100,000 for purchase of equipment necessary to acquire millings for current and future road maintenance needs. Staff Resource: Russ Martin

Town Manager Russ Martin explained this is on the agenda as it requires a budget amendment. By policy they could go ahead and spend the money, adjusting the budget accordingly; but they are being transparent to the public about these opportunities. He recommends taking what was budgeted for paving, and budget money in next year's budget to get back on schedule. The money is not expected to be spent until July 1st and they anticipate only spending \$130,000, but he wants to make sure he has enough money to purchase the right equipment.

Councilor Jenkins asked if there is an estimate of what it would cost to hire someone to haul it for the town. Streets Supervisor Stacy Perry stated it would cost approximately \$150,000 or \$10 a ton.

Councilor Jenkins asked how the Street Department would use this equipment in the future. Mr. Perry stated they would like to use it on General Crook Trail to fix the shoulders (millings) as well as Middle Verde Road. With this equipment they would be able to haul larger amounts of materials.

Mr. Perry added that companies don't just rent trucks. They rent trucks with drivers. In his research he found that trucks can only be leased for a minimum of 2 years which would equal to \$240,000 plus the cost of a trailer with nothing to show for it afterwards.

Councilor Murdock asked whether the Town has a trailer large enough to transport equipment that is just sitting. Mr. Perry stated that right now, when they need equipment transported, they have to hire a company who charges at least \$375 to haul the equipment plus mileage.

Councilor Murdock asked about belly dump trailers, are there any special requirements to use the truck. Mr. Perry responded, "yes you have to have special endorsements". Right now he is the only one with the special endorsement so he would be the only one driving it until the rest of the crew can become qualified. Councilor Murdock supports the purchase of this equipment and thinks it would be an asset to the Town.

Mayor German asked about hauling equipment include the big dump truck at the waste treatment plant. Mr. Perry explained the trailer could haul heavy equipment, including this truck. Mayor German stated he supports this decision and thinks it is a well thought out plan.

Councilor Buchanan stated that after doing some calculations, he supports this decision.

A **Motion** was made by Councilor Murdock to authorize reallocation of up to \$50,000 from Street Maintenance and \$100,000 from Street Paving budgets to purchase equipment necessary to haul millings, not to exceed \$150,000. Second was made by Councilor Buchanan. **Motion** carried unanimously.

Mayor German requested moving Item 8.1 ahead of 7.3 on the agenda to accommodate the

audience attending for the Public Hearing. Agenda Item 7.3 would come after Item 8.1.4. Council had no objections with this.

7.2 Discussion, and possible direction to staff regarding the Yavapai-Apache Nation Gaming Compact (Prop 202) Funding Proposal. Staff Resource: Russ Martin

Town Manager Russ Martin stated that funding proposals from the town are due by end of year. He stated the amount has fluctuated in the past. This gives opportunity to Council to request any specific items. Council has no specific requests at this time.

8. Public Hearing Agenda. Public hearing, discussion and possible action.

8.1 Public Hearing, Possible Approval or denial of Ordinance 2017-A421, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town Zoning Map to change the Zoning Classification from C2-4 (Commercial: General Sales & Service, 4,000 square foot minimum lot sizes) to C2 PAD (Commercial: General Sales & Services, Planned Area Development), to develop an RV Park on approximately .42 acres property. The property is located at 27 W. Head Street, Parcel 404-28-063J. Application submitted by John Stoumbis [Staff Resource: Carmen Howard]

8.1.1. Staff Comments

Community Development Director Carmen Howard, reviewed the request. She stated this is a zoning map change on this parcel from C2-4 to C2-PAD. A PAD is a tool that allows them to look at a site based on a development plan, which will be coming to Council later on. The first step is to approve the zoning map change. Mr. Stoumbis is a property owner and an RV Park Developer. He currently has a small RV Park in Cottonwood, which he has revitalized. He has completed all the requirements. Staff has looked at both park sites. Mr. Stoumbis has submitted a preliminary plan drawing. He should be able to develop 9 to 10 sites along with a small office and a laundry facility. He also has landscaping planned for the site. This lot is currently vacant. Staff has done research, looked at the business plan and feels like this is a good project for the town and the site.

Councilor Buchanan said the proposed rezoning states 1,500 square feet. Ms. Howard said the current code states that is what is required for manufactured home parks and RV Parks. There is a planned area development "tool" created to help develop a parcel. Mr. Stoumbis plans to have two different size pads to accommodate different sized RV's. He also has a vetting process he uses before he allows someone to come in.

Councilor Buchanan did look at the site and feels this is a good plan for the lot.

Applicant John Stoumbis reviewed the changes they went through to update their site in Cottonwood. He also went over the rules he plans to have for this park.

Councilor Buchanan asked about the typical length of stay. Mr. Stoumbis stated that if a person abides by rules, they can stay as long as they want. Councilor Buchanan asked if fencing is required. Ms. Howard stated that it is not required but Mr. Stoumbis is proposing to put in privacy fencing between the apartment complex and the site, add some landscaping and trees.

Councilor Jenkins asked about the maximum length of an RV he would allow. Mr. Stoumbis stated he plans to allow 30- to 35-foot length on one side and 40-foot length on the other side.

Mayor German stated he is delighted by what he sees on the plan. He spoke on the history of the lot.

8.1.2. Public Hearing Opened. The public hearing was opened at 7:07 p.m. No public comments were received.

8.1.3. Public Hearing Closed. The public hearing was closed at 7:08 p.m.

8.1.4. Council Discussion and possible action.

Motion made by Councilor Gordon to approve an application to change the zoning classification from C2-4 District (Commercial: General Sales & Service, 4,000-Squarefoot Minimum Lot Sizes) To C2-PAD (Commercial: General Sales & Service, Planned Area Development), as requested by the property owner, John Stoumbis, to develop an RV Park. The property is located at 27 W. Head Street, on parcel 404-28-063J. Second was made by Councilor Buchanan. **Motion** carried unanimously.

7.2 Update and Discussion related to the current status of the Public Safety Retirement System. Staff Resource: Russ Martin.

Mayor German reviewed the current status of the Public Safety Retirement System. He explained unfunded liabilities and how they could impact each entity. There are still a number of questions that need to be address legislatively. He feels there should be a State Board who over sees the local entities.

Town Manager Russ Martin stated it was poor investments of the PSPRS Board that put them in this negative state. They are now trying to catch up. The public can go to the PSPRS website for more information.

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

There were no comments from the Public.

10. Council Informational Reports.

Councilor Gordon- went to the Parade of Lights and then to Fort Verde afterwards. He said they did a nice job. He also went to the Christmas Party at the library. He said thank you to the staff and Moscato's, Italian Restaurant; they did a nice job on the party and the food. He wished everyone a Merry Christmas.

Councilor Murdock- also attended the Town Christmas Party and expressed her thanks to everyone involved. She and her family participated in the Parade of Lights and enjoyed themselves.

Mayor German- also attended the Town Christmas Party. He said it was well done.

Councilor Jenkins- attended the Christmas Crafts Sale in the gym and the Christmas Party. She enjoyed serving and meeting people who came through the line.

Councilor Buchanan- attended the Christmas party. He thanked everyone who helped. He

attended another party where he received compliments for the Community Development Department.

11. Manager/Staff Report.

Town Manager Russ Martin-

- Expressed his thanks to the Council for serving at the Christmas Party, and to the staff who also helped.
- Reminder: Town hall buildings will be closed Friday through Monday for the Christmas holiday. He will be in the office next week.
- They will be closing on the park next Wednesday, December 27, 2017. They secured a good interest rate of 3% because of the Town’s great credit rating. He stated this is reflective on Council’s past for being fiscally responsible. This sets the park’s budget at \$6.77 million available for construction. They will begin accepting bids in January, and hope for a Ground Breaking Ceremony in March.

Councilor Murdock would like to schedule a day to do “Adopt a Highway” in February.

12. Adjournment

Mayor adjourned the meeting at 7:32 p.m.

Mayor Charles German

Attest: Town Clerk Judy Morgan, CMC

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 Meeting of the Town Council of Camp Verde, Arizona, held on December 20, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Judy Morgan, Town Clerk

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RESOLUTION 2018-994

A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2018 Meeting Dates and Times for regular meetings of the Council and all Commission/Committees, and superseding Resolution 2017-972.

WHEREAS, it is in the best interest of the Town to inform citizens of all regular Council, Commission and Committee meetings, dates and times,

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following meeting dates and times for the Mayor and Common Council, Town Commissions, and Committees as follows:

MAYOR AND COUNCIL, BOARD, AND COMMISSION MEETING SCHEDULE

Note: Meetings are held in Council Chambers located at 473 S. Main Street, Ste. 106, Camp Verde, Arizona unless otherwise noted on the notice that is posted no later than 24 hours prior to each meeting. Special meetings or work sessions may be scheduled and will be posted no later than 24 hours prior to such meeting.

2-3-1...the second Wednesday set aside for work sessions as needed. A work session, in lieu of or in conjunction with a regular meeting, may be called. If a regular meeting or work session is cancelled, such as near a holiday, notice of the cancellation shall be posted.

2-3-2 The Mayor, after public vote of the Council to schedule a special session within the jurisdiction of the Town, shall direct staff to schedule a special session of the Council, to begin at a time and place designated in the motion.

Mayor and Common Council of the Town of Camp Verde 2018 Meeting Schedule		
Regular Session	January 3, 2018	6:30 p.m.
Work Session	January 10, 2018	5:30 p.m.
Regular Session	January 17, 2018	6:30 p.m.
Council Hears P&Z Matters	January 24, 2018	6:30 p.m.
Regular Session	February 7, 2018	6:30 p.m.
Work Session	February 14, 2018	5:30 p.m.
Regular Session	February 21, 2018	6:30 p.m.
Council Hears P&Z Matters	February 28, 2018	6:30 p.m.
Regular Session	March 7, 2018	6:30 p.m.
Work Session	March 14, 2018	5:30 p.m.
Regular Session	March 21, 2018	6:30 p.m.
Council Hears P&Z Matters	March 28, 2018	6:30 p.m.
Regular Session	April 4, 2018	6:30 p.m.
Work Session	April 11, 2018	5:30 p.m.
Regular Session	April 18, 2018	6:30 p.m.
Council Hears P&Z Matters	April 25, 2018	6:30 p.m.
Regular Session	May 2, 2018	6:30 p.m.
Work Session	May 9, 2018	5:30 p.m.
Regular Session	May 16, 2018	6:30 p.m.
Council Hears P&Z Matters	May 23, 2018	6:30 p.m.
Regular Session	June 6, 2018	6:30 p.m.
Work Session	June 13, 2018	5:30 p.m.
Regular Session	June 20, 2018	6:30 p.m.

Council Hears P&Z Matters	June 27, 2018	6:30 p.m.
Regular Session-CANCELLED	July 4, 2018 CANCELLED	6:30 p.m.
Work Session	July 11, 2018	5:30 p.m.
Regular Session	July 18, 2018	6:30 p.m.
Council Hears P&Z Matters	July 25, 2018	6:30 p.m.
Regular Session	August 1, 2018	6:30 p.m.
Work Session	August 8, 2018	5:30 p.m.
Regular Session	August 15, 2018	6:30 p.m.
Council Hears P&Z Matters-CANCELLED	August 22, 2018-CANCELLED*	6:30 p.m.
Regular Session	September 5, 2018	6:30 p.m.
Work Session	September 12, 2018	5:30 p.m.
Regular Session	September 19, 2018	6:30 p.m.
Council Hears P&Z Matters	September 26, 2018	6:30 p.m.
Regular Session	October 3, 2018	6:30 p.m.
Work Session	October 10, 2018	5:30 p.m.
Regular Session	October 17, 2018	6:30 p.m.
Council Hears P&Z Matters	October 24, 2018	6:30 p.m.
Regular Session	November 7, 2018	6:30 p.m.
Work Session	November 14, 2018	5:30 p.m.
Regular Session -CANCELLED	November 21, 2018 CANCELLED	6:30 p.m.
Council Hears P&Z Matters	November 28, 2018	6:30 p.m.
Regular Session	December 5, 2018	6:30 p.m.
Work Session	December 12, 2018	5:30 p.m.
Regular Session P&Z Combined	December 19, 2018	6:30 p.m.
Council Hears P&Z Matters-CANCELLED	December 26, 2018-CANCELLED	6:30 p.m.

* 2018 League Conference August 21-24 The Phoenician Resort

REGULAR MEETINGS OF THE PLANNING & ZONING COMMISSION

Notice is hereby given to the members of the Planning & Zoning Commission and to the general public that the Planning & Zoning Commission of the Town of Camp Verde will hold **Regular Meetings on the first Thursday of every other month beginning in January 2018 unless there is a paid application, which in this case, the meeting will be held on the second Thursday of the month as a Special Session. Additionally, Special Session meetings may be held on the second Thursday of each month at 6:30 p.m., as needed.**

Planning & Zoning Commission of the Town of Camp Verde 2018 Meeting Schedule		
Regular Session	January 4, 2018	6:30 p.m.
Special Session (as needed)	January 11, 2018	6:30 p.m.
Special Session (as needed)	February 1, 2018	6:30 p.m.
Special Session (as needed)	February 8, 2018	6:30 p.m.
Regular Session	March 1, 2018	6:30 p.m.
Special Session (as needed)	March 8, 2018	6:30 p.m.
First Quarterly Report for Period January 2018 through March 2018		

will be heard at the April 4, 2018 Council Meeting.		
Special Session (as needed)	April 5, 2018	6:30 p.m.
Special Session (as needed)	April 12, 2018	6:30 p.m.
Regular Session	May 3, 2018	6:30 p.m.
Special Session (as needed)	May 10, 2018	6:30 p.m.
Special Session (as needed)	June 7, 2018	6:30 p.m.
Special Session (as needed)	June 14, 2018	6:30 p.m.
Second Quarterly Report for Period April 2018 through June 2018 will be heard at the July 18, 2018 Council Meeting.		
Regular Session	July 5, 2018	6:30 p.m.
Special Session (as needed)	July 12, 2018	6:30 p.m.
Special Session (as needed)	August 2, 2018	6:30 p.m.
Special Session (as needed)	August 9, 2018	6:30 p.m.
Regular Session	September 6, 2018	6:30 p.m.
Special Session (as needed)	September 13, 2018	6:30 p.m.
Third Quarterly Report for Period July 2018 through September 2018 will be heard at the October 3, 2018 Council Meeting.		
Special Session (as needed)	October 4, 2018	6:30 p.m.
Special Session (as needed)	October 11, 2018	6:30 p.m.
Regular Session	November 1, 2018	6:30 p.m.
Special Session (as needed)	November 8, 2018	6:30 p.m.
Special Session (as needed)	December 6, 2018	6:30 p.m.
Special Session (as needed)	December 13, 2018	6:30 p.m.
Fourth Quarterly Report for Period October 2018 through December 2018 will be heard at the January 2, 2019 Council Meeting.		

REGULAR MEETINGS OF THE BOARD OF ADJUSTMENTS

Notice is hereby given to the members of the Board of Adjustments and to the general public that the Board of Adjustments of the Town of Camp Verde will hold **Regular Meetings on the second Tuesday of every month at 3:00 p.m. as needed.**

Board of Adjustments of the Town of Camp Verde 2018 Meeting Schedule		
Regular Session (as needed)	January 9, 2018	3:00 p.m.
Regular Session (as needed)	February 13, 2018	3:00 p.m.
Regular Session (as needed)	March 13, 2018	3:00 p.m.
First Quarterly Report for Period January 2018 through March 2018 Will be heard at the April 4, 2018 Council Meeting.		
Regular Session (as needed)	April 10, 2018	3:00 p.m.
Regular Session (as needed)	May 8, 2018	3:00 p.m.
Regular Session (as needed)	June 12, 2018	3:00 p.m.
Second Quarterly Report for Period April 2018 through June 2018 will be heard at the July 18, 2018 Council Meeting.		
Regular Session (as needed)	July 10, 2018	3:00 p.m.
Regular Session (as needed)	August 14, 2018	3:00 p.m.
Regular Session (as needed)	September 11, 2018	3:00 p.m.
Third Quarterly Report for Period July 2018 through September 2018		

will be heard at the October 4, 2018 Council Meeting.		
Regular Session (as needed)	October 9, 2018	3:00 p.m.
Regular Session (as needed)	November 13, 2018	3:00 p.m.
Regular Session (as needed)	December 11, 2018	3:00 p.m.
Fourth Quarterly Report for Period October 2018 through December 2018 will be heard at the January 2, 2019 Council Meeting.		

Passed and approved by a majority vote of the Common Council at the Regular Session meeting of January 3, 2018.

Charles German, Mayor

Attest:

Approved as to form:

Judy Morgan, Town Clerk

William Sims, Town Attorney



Agenda Item Submission Form – Section I

Meeting Date: January 3, 2018

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

Requesting Department: Town Clerk

Staff Resource/Contact Person: Judy Morgan

Agenda Title: Possible approval of Resolution 2018-995, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operations, superseding 2012-871.

List Attached Documents: Resolution 2018-995

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

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

Background Information

Town Code, 2-3-1 States that at the first meeting in January, or as soon as practicable, Council shall set by Resolution, the hours of operation for all Town Offices.

The Library would like to make changes to open hours in response to community demand and observed use of the facility which includes staying open until 8:00 p.m., Monday through Thursday and closing at 5:00 p.m. on Friday and Saturday. There will be no change to opening time of 9:00 a.m. Monday – Saturday. The new schedule will add 1.5 open hours per week for a total of 60.

Recommended Action (Motion):

Move to approve Resolution

Instructions to the Clerk: Process Resolution



RESOLUTION 2018-995

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING HOURS OF OPERATIONS, SUPERSEDING 2012-871

WHEREAS, it is in the best interest of the Town to inform all citizens of the hours of operation of all public facilities;

WHEREAS, Town Code, 2-3-1 States that at the first meeting in January, or as soon as practicable, Council shall set by Resolution, the hours of operation for all Town Offices.

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following Hours of Operation and Holiday Schedule for all Town Offices and staff as follows:

Hours of Operation		
Administration Offices	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Municipal Court	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Community Development	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Parks & Recreation	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Swimming Pool	Monday – Saturday	Opening/Closing Dates to be Announced
Public Works	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Animal Control	Monday – Thursday	7:00 a.m.-5:00 p.m. Friday 7:00 a.m. to 11:00 a.m.
Marshal's Office – Admin	Monday – Thursday	7:00 a.m.-6:00 p.m.
Marshal's Office – Deputies/Dispatch	24 Hours per Day	24 Hours per Day
Library	Monday – Thursday	9:00 a.m. – 8:00 p.m.
Library	Friday-Saturday	9:00 a.m. – 5:00 p.m.
Library	Sunday	Closed

Passed and approved by a majority vote of the Common Council at the regular meeting of January 3, 2018.

Charles German, Mayor

Attest:

Approved as to form:

Judy Morgan, Town Clerk

William Sims, Town Attorney



Agenda Item Submission Form – Section I

Meeting Date: January 03, 2018

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

Requesting Department: Town Council

Staff Resource/Contact Person:

Agenda Title: Approval and possible adoption of 2018 policy statement that authorizes the Mayor, as the Town Chief Elected Official to support or oppose Legislative bills introduced during Legislative Sessions when they adversely affect the Towns interest and require an immediate response.

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

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

Background Information:

Section 2-2-4F of the Town Code states that at the first meeting in January of each year, Council shall adopt a Policy Statement that authorizes the Mayor to support or oppose bills introduced during Legislative Sessions when they adversely affect the Town’s interest and require immediate response.

Recommended Action (Motion):

Move to adopt the 2018 policy statement that authorizes the Mayor, as the Town Chief Elected Official to support or oppose Legislative Bills introduced during Legislative Sessions when they adversely affect the Towns interest and needs and require immediate response.

Instructions to the Clerk: None

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PROCLAMATION

**DESIGNATING MARCH 29, 2018
AS
'VIETNAM VETERANS REMEMBRANCE DAY'**

WHEREAS, the Vietnam War was fought in the Republic of South Vietnam from 1961 to 1975, and involved North Vietnamese regular forces and Viet Cong guerrilla forces in armed conflict with the United States Armed Forces and the Army of the Republic of Vietnam; and

WHEREAS, the United States Armed Forces became involved in Vietnam because the United States Government wanted to provide direct military support to the Government of South Vietnam to defend itself against the growing Communist threat from North Vietnam;

WHEREAS, members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961;

WHEREAS, as a result of the Gulf of Tonkin incidents on August 2 and 4, 1963, Congress overwhelmingly passed the Gulf of Tonkin Resolution (Public Law 88-408), on August 7, 1964, which provided the authority to the President of the United States to prosecute the war against North Vietnam;

WHEREAS, in 1965, United States Armed Forces ground combat units arrived in Vietnam;

WHEREAS, by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached;

WHEREAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded;

WHEREAS, in 1982, the Vietnam Veterans Memorial was dedicated in the District of Columbia to commemorate those members of the United States Armed Forces who died or were declared missing-in-action in Vietnam;

WHEREAS, Vietnam was an extremely divisive issue among the people of the United States and a conflict that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans;

WHEREAS, members of the United States Armed Forces who served bravely and faithfully for the United States during the Vietnam War were often wrongly criticized for the policy decisions made by 4 presidential administrations in the United States;

WHEREAS, the establishment of a '**Welcome Home Vietnam Veterans Day**' would be an appropriate way to honor those members of the United States Armed Forces who served in South Vietnam and throughout Southeast Asia during the Vietnam War; and

WHEREAS, March 29, 2018, would be an appropriate day to establish as ‘Welcome Home Vietnam Veterans Day’:

NOW THEREFORE, BE IT RESOLVED THAT, the Mayor and Common Council of the Town of Camp Verde resolve to:

- 1) Honor and recognize the contributions of veterans who served in the United States Armed Forces in Vietnam during war and during peace;
- 2) Encourage States and local governments to also establish ‘Welcome Home Vietnam Veterans Day’; and
- 3) Encourage the people of the United States to observe ‘Welcome Home Vietnam Veterans Day’; with appropriate ceremonies and activities that
 - a. Provide the appreciation Vietnam War veterans deserve, but did not receive upon returning home from the war;
 - b. Demonstrate the resolve that never again shall the Nation disregard and denigrate a generation of veterans;
 - c. Promote awareness of the faithful service and contributions of such veterans during their military service as well as to the communities since returning home;
 - d. Promote awareness of the importance of entire communities empowering veterans and the families of veterans to readjust to civilian life after military service; and
 - e. Promote opportunities for such veterans to assist younger veterans returning from the wars in Iraq and Afghanistan in rehabilitation from wounds, both seen and unseen, and to support the reintegration of younger veterans into civilian life.

Passed and approved by a majority vote of the Common Council at the Regular Session of January 3, 2018.

Charles German, Mayor

Date

Attest:

Judy Morgan, Town Clerk

Town of Camp Verde



Agenda Item Submission Form / Section I: Ordinance 2018-996 Zoning Map Change Application #2017-0395 Silverado at Simonton Ranch

Meeting Date: January 3, 2018 Town Council Meeting

- Consent Agenda
- Recommendation to Council
- Executive Session Requested
- Presentation Only
- Action/Presentation

Requesting Department: Community Development
Staff Resource/Contact Person: Carmen Howard, Community Development Director

Applicant: Withey Morris
Application: Zoning Map Change 2017-0395 request to rezone 173 approximate acres north of Finnie Flat Rd and east of State Route 260

Agenda Title (be exact):

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING THE TOWN ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM PAD (PLANNED AREA DEVELOPMENT), R1L-5, R1L-8, AND R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 5,000, 8,000, AND 35,000 SQUARE-FOOT-MINIMUM LOT SIZES) TO R1 & C2 PAD (RESIDENTIAL: SINGLE FAMILY AND COMMERCIAL: GENERAL SALES AND SERVICES, PLANNED AREA DEVELOPMENT). THE PROPERTIES CONSIST OF APPROXIMATELY 173 ACRES LOCATED ON THE NORTH SIDE OF FINNIE FLAT ROAD, JUST EAST OF THE STATE ROUTE 260 INTERSECTION, PARCELS 403-23-102, 403-23-102U, 403-23-104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23-432E, 403-23-415B, AND 403-23-103X.;

List Attached Documents:

- Ordinance 2018-A429 w exhibits
- Staff Report
- Application
- Neighborhood Meeting Affidavit, Notification List & Letter, Summary & Comments
- Draft Minutes from the December 7, 2017 Planning & Zoning Commission Public Hearing with Recommendation to Council

Estimated Presentation Time: 20 minutes.
Estimated Discussion Time: 20 minutes

Reviews Completed by:

- Department Head: Carmen Howard
- Town Attorney
- Comments: In Staff Report
- review: Ordinance & Waiver for Diminution in Value



ORDINANCE 2018 A429

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING THE TOWN ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM PAD (PLANNED AREA DEVELOPMENT), R1L-5, R1L-8, AND R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 5,000, 8,000, AND 35,000 SQUARE-FOOT-MINIMUM LOT SIZES) TO R1 & C2 PAD (RESIDENTIAL: SINGLE FAMILY AND COMMERCIAL: GENERAL SALES AND SERVICES, PLANNED AREA DEVELOPMENT). THE PROPERTIES CONSIST OF APPROXIMATELY 173 ACRES LOCATED ON THE NORTH SIDE OF FINNIE FLAT ROAD, JUST EAST OF THE STATE ROUTE 260 INTERSECTION, PARCELS 403-23-102, 403-23-102U, 403-23-104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23-432E, 403-23-415B, AND 403-23-103X.; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

WHEREAS, Part 6, Section 600,C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning boundaries by the Town Council of the Zoning Map of Camp Verde under the Planning & Zoning Ordinance, and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning & Zoning Ordinance by allowing for zoning amendments after public hearings.

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

Section 1. The Town Council hereby finds as follows:

- A. A request for **Zoning Map Change 2018-A429** was filed by Withey Morris,PLC, Agent for the Developer, CFT Ventures, LLC, an Arizona Corporation, to rezone the subject parcels from PAD (PLANNED AREA DEVELOPMENT), R1L-5, R1L-8, AND R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 5,000, 8,000, AND 35,000 SQUARE-FOOT-MINIMUM LOT SIZES) TO R1 & C2 PAD (RESIDENTIAL: SINGLE FAMILY AND COMMERCIAL: GENERAL SALES AND SERVICES, PLANNED AREA DEVELOPMENT) for the following described real property: The legal description is attached as exhibit "A", the map as exhibit "B" and the Preliminary Site Plan as exhibit "C". The above described parcel contains an area of approximately 172.5 acres.

- B. The Planning & Zoning Commission reviewed the request on December 7, 2017 in a public hearing that was advertised and posted according to state law and recommended approval of **Zoning Map Change 2018-429**.
- C. The proposed Zoning Map Change Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.
- D. The Waiver of Diminution of Value Claim has been signed by the property owners and is attached as exhibit "D".

Section 2. That this ordinance be hereby expressly conditioned as follows:

- 1. CFT Ventures, LLC, acquisition of title to the property described in Exhibit "A";
- 2. Approval of a development agreement between the Town of Camp Verde and CFT Ventures, LLC, specifying (among other things) a phasing plan, modified street sections, utility provisions, traffic impact analysis, and public improvements;
- 3. Approval by the Town Council of a Final Development Site Plan for each phase of development to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council as required by the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. for any phase prior to issuance of any building permits;

In the event of non-compliance with any of the above conditions, the zoning designation for the described properties shall revert from R1 & C2 PAD (RESIDENTIAL: SINGLE FAMILY AND COMMERCIAL: GENERAL SALES AND SERVICES, PLANNED AREA DEVELOPMENT) back to the original designation of PAD (PLANNED AREA DEVELOPMENT), R1L-5, R1L-8, AND R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 5,000, 8,000, AND 35,000 SQUARE-FOOT-MINIMUM LOT SIZES) in accordance with the procedures set forth in ARS §9-462.01(E).

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE,
ARIZONA ON THIS 3RD DAY OF JANUARY, 2018.

Charles German - Mayor

Date: _____

Approved as to form:



Bill Sims - Town Attorney

Attest: _____

Judith Morgan, Town Clerk

Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.



June 5, 2006

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2**

That Part of the Southwest Quarter of Section 30, Township 14 North Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet:

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 53 minutes 49 seconds East, a distance of 531.31 feet;

Thence South 67 degrees 27 minutes 52 seconds East, a distance of 341.40 feet;

Thence South 76 degrees 26 minutes 09 seconds East, a distance of 16.29 feet;

Thence South 10 degrees 57 minutes 35 seconds West, a distance of 164.07 feet;

Thence South 49 degrees 47 minutes 27 seconds West, a distance of 86.14 feet;

Thence South 51 degrees 12 minutes 28 seconds West, a distance of 182.00 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 202.14 feet;

Thence North 56 degrees 46 minutes 08 seconds West, a distance of 56.01 feet;

Thence North 40 degrees 32 minutes 49 seconds West, a distance of 103.11 feet;

Thence North 48 degrees 04 minutes 15 seconds West, a distance of 164.13 feet;

Thence North 54 degrees 07 minutes 26 seconds West, a distance of 71.29 feet;

Thence North 75 degrees 10 minutes 49 seconds West, a distance of 55.96 feet;

June 5, 2006
Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2

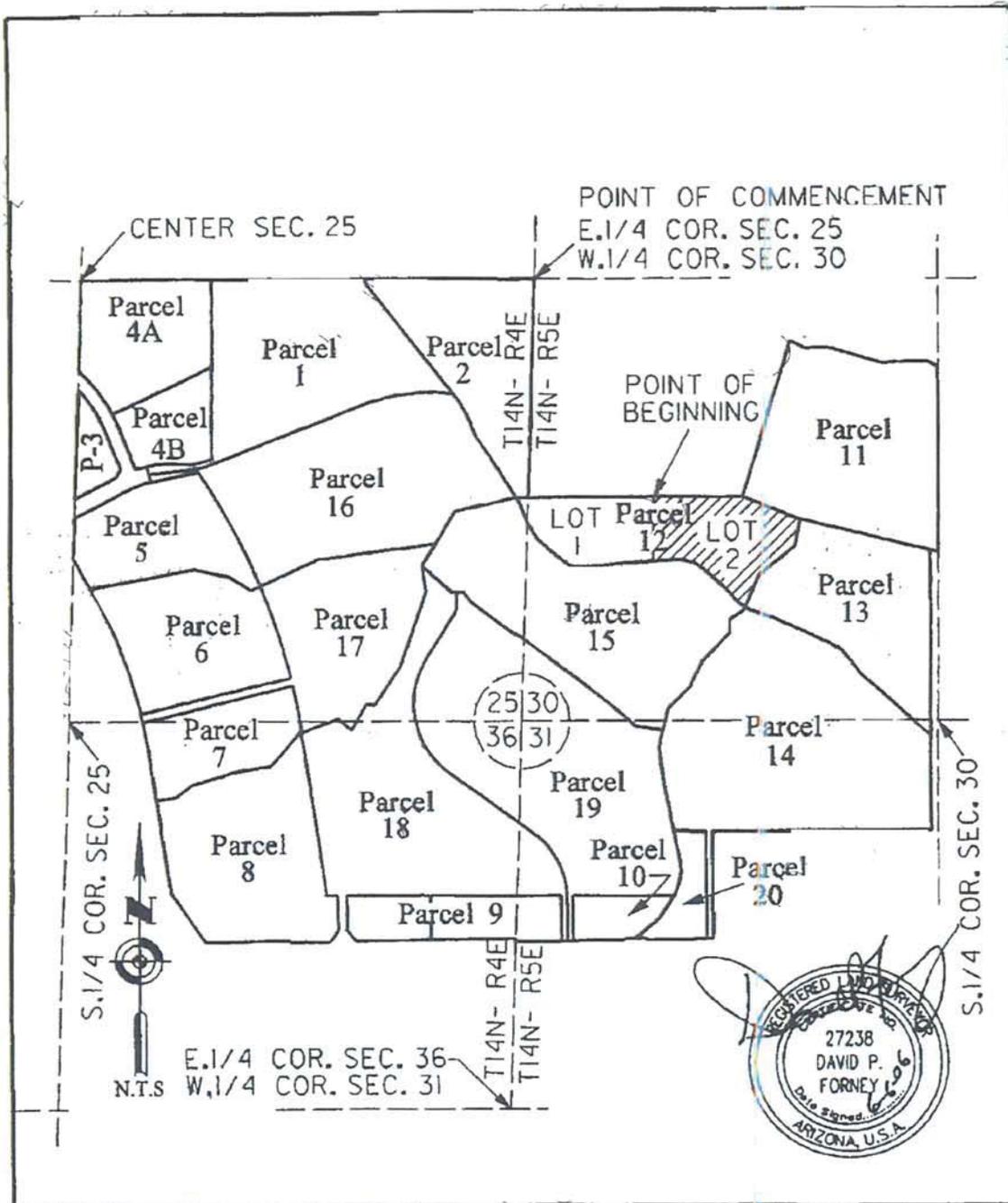
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 150.56 feet;

Thence North 00 degrees 06 minutes 11 seconds West, a distance of 383.67 feet to the
POINT OF BEGINNING

The above described parcel contains 8.13 acres, more or less.





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**HOMESTEAD PARCEL 12 LOT 2
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 1**

That Part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, and the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet to the POINT OF BEGINNING:

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet;

Thence South 00 degrees 06 minutes 11 seconds East, a distance of 383.67 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 176.45 feet;

Thence South 83 degrees 07 minutes 47 seconds West, a distance of 121.36 feet;

Thence South 89 degrees 52 minutes 30 seconds West, a distance of 148.75 feet;

Thence North 76 degrees 36 minutes 49 seconds West, a distance of 34.90 feet;

Thence North 51 degrees 47 minutes 23 seconds West, a distance of 112.98 feet;

Thence North 47 degrees 50 minutes 25 seconds West, a distance of 131.39 feet;

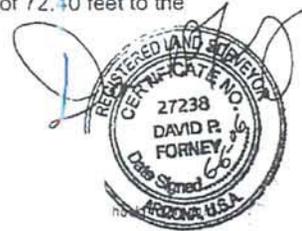
Thence North 31 degrees 39 minutes 02 seconds West, a distance of 106.31 feet;

Thence North 21 degrees 32 minutes 18 seconds West, a distance of 123.85 feet;

Thence North 31 degrees 29 minutes 16 seconds West, a distance of 42.98 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 72.40 feet to the POINT OF BEGINNING.

The above described parcel contains 6.14 acres, more or less.



**Legal Description
Sunset at Camp Verde
Parcel 16**

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

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

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

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

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

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.69 feet;

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

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

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

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

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

Thence South 34 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;

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

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

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

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

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

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 767.17 feet;

Thence South 77 degrees 46 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

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

Thence North 18 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

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

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

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

Thence North 68 degrees 05 minutes 06 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.09 feet to the **POINT OF BEGINNING**.

Except the following described property:

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

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

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

Thence South 36°46'24" East, a distance of 325.83 feet; Thence South 37°35'25" East, a distance of 104.97 feet; Thence South 37°33'01" East, a distance of 263.69 feet;

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

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

Thence Southwesterly along said curve, through a central angle of $03^{\circ}53'01''$, a distance of 38.63 feet;

Thence South $68^{\circ}05'06''$ West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of $09^{\circ}41'32''$, a distance of 84.58 feet;

Thence South $77^{\circ}46'38''$ West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South $09^{\circ}55'24''$ East;

Thence Southwesterly along said curve, through a central angle of $02^{\circ}55'27''$, a distance of 28.07 feet;

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

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

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

Thence Northeasterly along said curve through a central angle of $19^{\circ}32'43''$, a distance of 150.10 feet;

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

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



March 16, 2007

**Legal Description
Homestead Camp Verde
Parcel 18**

That part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36 Township 14 North, Range 4 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36 from which the Northeast Quarter Corner of said Section 36 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East, along the East line of said Section 36, a distance of 1,341.78 feet to a point on the Northerly right of way of Finney Flat Road;

Thence South 89 degrees 11 minutes 05 seconds West, along said right of way, a distance of 953.36 feet to the POINT OF BEGINNING;

Thence continuing South 89°11'05" West, along said right of way, a distance of 105.00 feet;

Thence North 44°11'05" East, a distance of 28.28 feet;

Thence North 00°48'55" West, a distance of 250.89 feet;

Thence North 89°59'02" West, a distance of 65.66 feet;

Thence North 08°24'55" West, a distance of 991.72 feet;

Thence North 69°46'31" East, a distance of 228.93 feet to the most Westerly North Boundary Corner of "Silverado at Simonton Ranch", recorded in Book 57 of Maps and Plats, Page 67, Yavapai County Records;

Thence, along the Westerly Boundary of said "Silverado at Simonton Ranch", the following courses:

Thence South 00°00'58" West, a distance of 200.21 feet to the Southwest Corner of Tract "R", shown on said Final Plat;

Thence South 89°59'02" East, a distance of 380.47 feet;

Thence North 63°00'08" East, a distance of 99.53 feet to a point on a 534.00-foot radius non-tangent curve, whose center bears North 63°00'08" East;

March 16, 2007
Legal Description
Homestead Camp Verde - Parcel 18

Thence Southeasterly along said curve, through a central angle of $21^{\circ}07'38''$, a distance of 196.91 feet to a the beginning of a tangent reverse curve of 25.00-foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of $82^{\circ}01'19''$, a distance of 35.79 feet;

Thence South $47^{\circ}15'39''$ East, a distance of 50.68 feet a point on a 25.00-foot radius non-tangent curve, whose center bears South $57^{\circ}17'37''$ East;

Thence Easterly, along said curve, through a central angle of $94^{\circ}05'46''$, a distance of 41.06 feet;

Thence South $53^{\circ}11'51''$ East, a distance of 577.08 feet the beginning of a 446.00-foot radius tangent curve, concave Southwesterly;

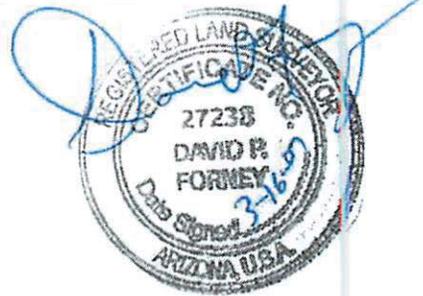
Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

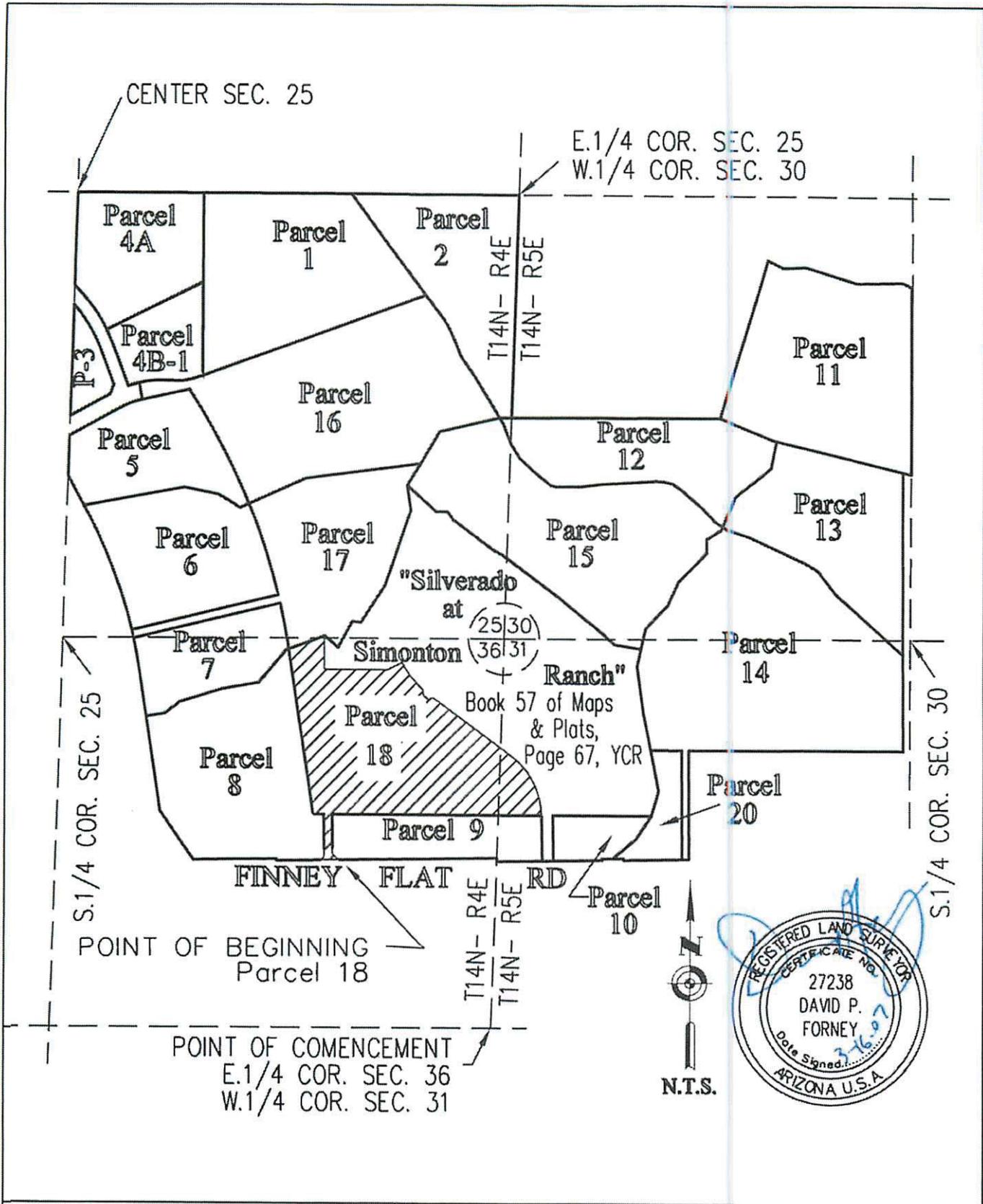
Thence, departing said Boundary, North $89^{\circ}59'02''$ West, a distance of 1,260.48 feet;

Thence South $00^{\circ}48'55''$ East, a distance of 235.16 feet;

Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

The above described parcel contains 22.97 acres, more or less.





 **Hoekin • Ryan Consultants Inc.**
creative engineering solutions

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

**HOMESTEAD PARCEL 18
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "A"

LEGAL DESCRIPTION

CLUBHOUSE AREA

That portion of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 14 North, Range 4 East and the Northwest Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, more particularly described as follows:

COMMENCING at a found B.L.M. brass capped iron post monumenting the Northwest corner of said Section 31, from which a found marked stone monumenting the West Quarter corner of said Section 31 bears South $01^{\circ}48'50''$ West, a measured geodetic bearing and Basis of Bearings for this description, a distance of 2,645.28 feet;

THENCE South $01^{\circ}48'50''$ West, along the West line of said Section 31, a distance of 1,322.56 feet to a found plastic capped iron bar stamped "LS 18214" monumenting a point on the North Right of Way line of Finnie Flat Road;

THENCE North $89^{\circ}11'26''$ East, departing from said West line, along said North Right of Way line, a distance of 252.89 feet to a calculated point, being the **TRUE POINT OF BEGINNING**;

THENCE North $44^{\circ}11'26''$ East, departing from said North Right of Way line, a distance of 28.28 feet to a calculated point;

THENCE North $00^{\circ}48'34''$ West, a distance of 244.29 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South $89^{\circ}11'26''$ West, a distance of 446.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 407.80 feet, through a central angle of $52^{\circ}23'17''$, said curve being subtended by a chord bearing of North $27^{\circ}00'13''$ West and a chord length of 393.74 feet to the end of said curve;

THENCE North $53^{\circ}11'51''$ West, a distance of 577.09 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southerly, the radius point of which bears South $36^{\circ}48'09''$ West, a distance of 25.00 feet;

THENCE Northwesterly, Westerly and Southwesterly, along a curve to the left, an arc length of 41.06 feet, through a central angle of $94^{\circ}05'46''$, said curve being subtended by a chord bearing of South $79^{\circ}45'16''$ West and a chord length of 36.60 feet to the end of said curve;

THENCE North $47^{\circ}15'39''$ West, a distance of 50.68 feet to a calculated point, being the point of curvature of a circular, non-tangent curve, concave Westerly, the radius point of which bears North $56^{\circ}06'12''$ West, a distance of 25.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 35.79 feet, through a central angle of $82^{\circ}01'19''$, said curve being subtended by a chord bearing of North $07^{\circ}06'51''$ West and a chord length of 32.81 feet to the end of said curve, being the point of curvature of a

circular, tangent reverse curve, concave Northeasterly, the radius point of which bears North 41°52'30" East, a distance of 534.00 feet;

THENCE Northwesterly, along a curve to the right, an arc length of 196.91 feet, through a central angle of 21°07'38", said curve being subtended by a chord bearing of North 37°33'41" West and a chord length of 195.79 feet to the end of said curve;

THENCE South 63°00'08" West, a distance of 99.53 feet to a calculated point;

THENCE North 89°59'02" West, a distance of 380.47 feet to a calculated point;

THENCE North 00°00'58" East, a distance of 200.21 feet to a calculated point;

THENCE South 49°39'30" East, a distance of 105.38 feet to a calculated point;

THENCE North 29°26'07" East, a distance of 176.87 feet to a calculated point;

THENCE South 83°55'39" East, a distance of 52.00 feet to a calculated point;

THENCE North 33°18'36" East, a distance of 264.66 feet to a calculated point;

THENCE North 19°07'31" East, a distance of 476.79 feet to a calculated point;

THENCE North 08°38'34" West, a distance of 153.11 feet to a calculated point;

THENCE South 44°00'57" East, a distance of 106.08 feet to a calculated point;

THENCE South 51°04'41" East, a distance of 130.62 feet to a calculated point;

THENCE North 89°26'19" East, a distance of 25.00 feet to a calculated point;

THENCE South 00°33'41" East, a distance of 76.84 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Westerly, the radius point of which bears South 89°26'19" West, a distance of 100.00 feet;

THENCE Southerly, along a curve to the right, an arc length of 56.47 feet, through a central angle of 32°21'15", said curve being subtended by a chord bearing of South 15°36'56" West and a chord length of 55.72 feet to the end of said curve;

THENCE South 31°47'34" West, a distance of 310.64 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Easterly, the radius point of which bears South 58°12'26" East, a distance of 500.00 feet;

THENCE Southwesterly, Southerly and Southeasterly, along a curve to the left, an arc length of 741.68 feet, through a central angle of 84°59'24", said curve being subtended by a chord bearing of South 10°42'08" East and a chord length of 675.53 feet to the end of said curve;

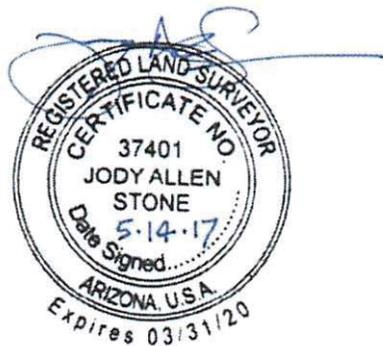
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

THENCE Southeasterly and Southerly, along a curve to the right, an arc length of 438.89 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of South 27°00'13" East and a chord length of 423.76 feet to the end of said curve;

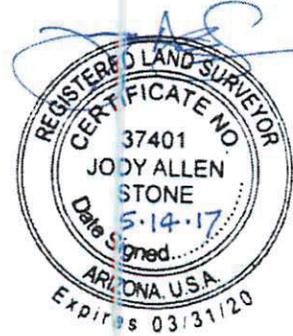
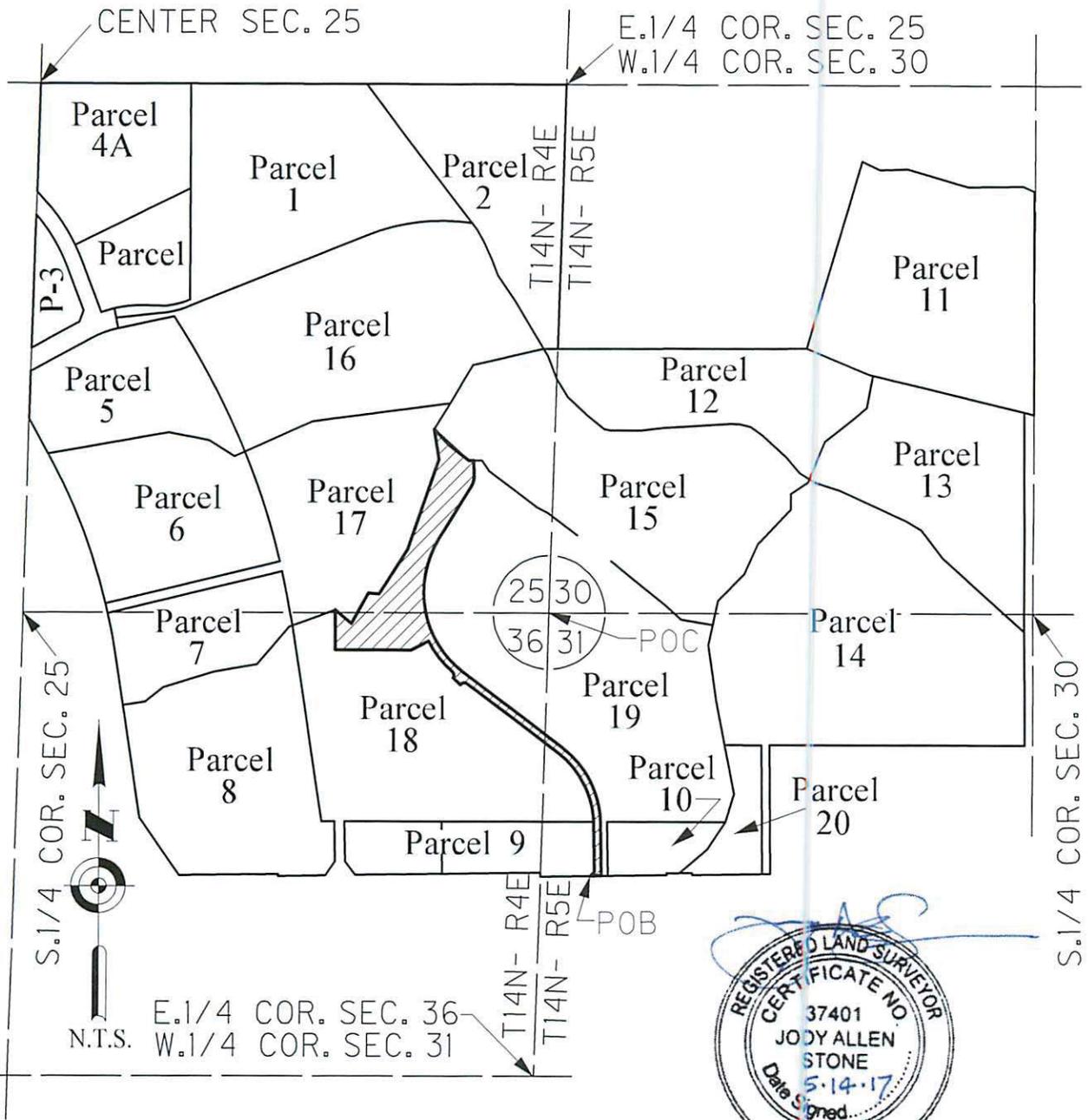
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

THENCE South 89°11'26" West, along said North Right of Way line, a distance of 54.00 feet to the **TRUE POINT OF BEGINNING.**

Comprising 294,975 square feet or 6.77 acres.



P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



 **Hoskin • Ryan Consultants Inc.**
creative engineering solutions
 5050 N 40th Street, Phoenix, Arizona 85018
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**SILVERADO AT SIMONTON RANCH
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**



Hoskin • Ryan Consultants, Inc.

creative engineering solutions

May 8, 2006

Legal Description Homestead Camp Verde Parcel 9 – Lot 3

That part of the Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36, monumented with a marked stone, from which the Northeast Corner of said Section 36, monumented with a BLM Brass Cap, bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the East line of said Section 36, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 117.89 feet to the POINT OF BEGINNING;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 273.25 feet;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 154.97 feet to a point on a 446.00 foot radius, non-tangent curve, whose center bears South 88 degrees 19 minutes 32 seconds West;

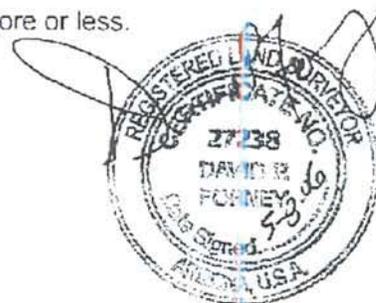
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

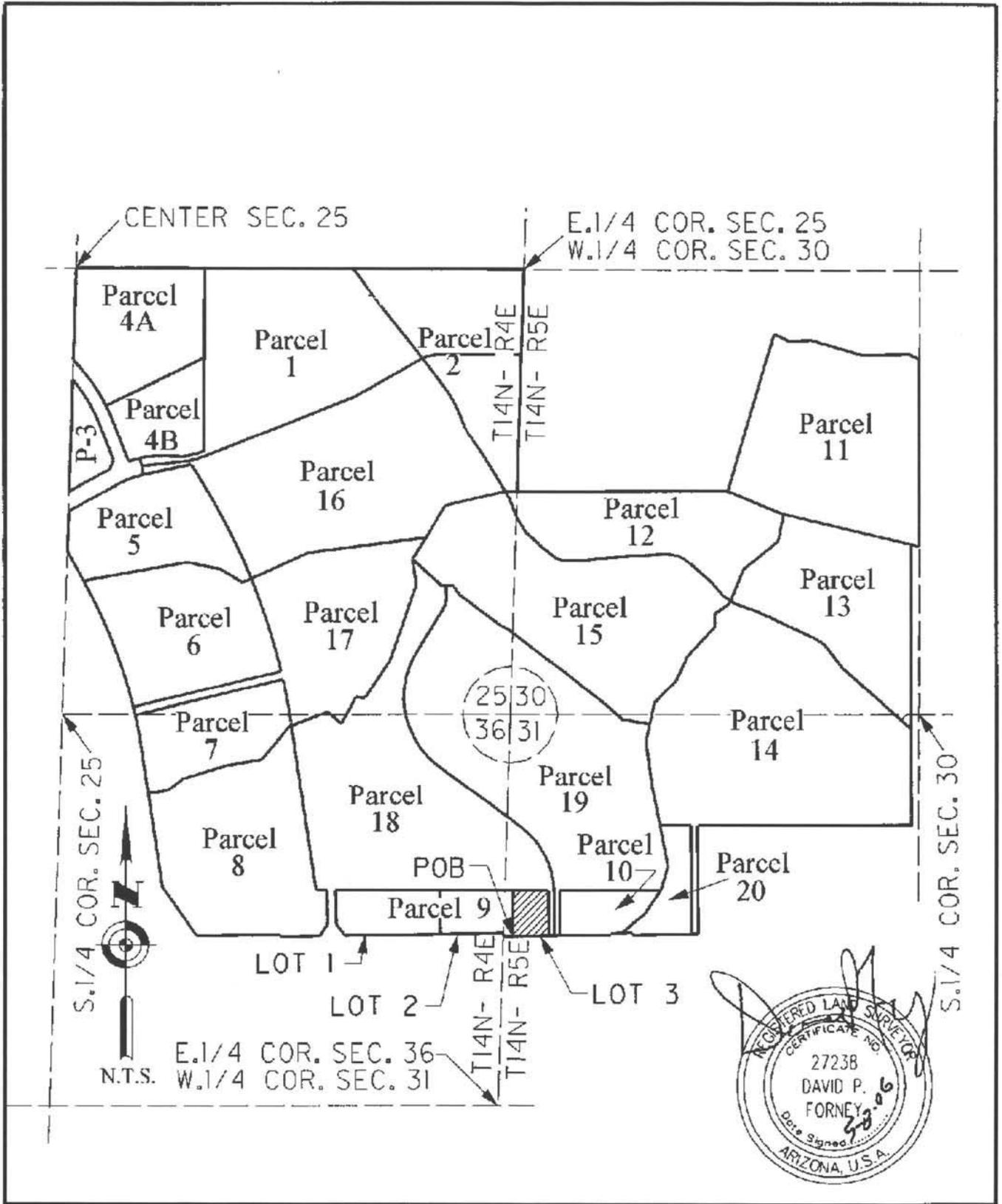
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 28.28 feet;

Thence South 89 degrees 11 minutes 26 seconds West, a distance of 135.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.96 acres, more or less.





 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 3003 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2902
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**PUBLIC UTILITY EASEMENT
 FOR HOMESTEAD PARCEL 9 LOT 3
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

Corrected Exhibit A

PARCEL 1:

That part of the Southeast Quarter of Section 25 Township 14 North, Range 4 East and the Southwest Quarter of Section 30, Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30 from which the Southwest Corner of Section 30 bears South 01 degrees 50 minutes 26 seconds West, a distance of 2642.08 feet;

Thence South 01 degrees 50 minutes 26 seconds West along the West line of said Section 30, a distance of 1321.04 feet;

Thence South 89 degrees 53 minutes 49 seconds West, a distance of 72.40 feet to the POINT OF BEGINNING;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 42.98 feet;

Thence South 21 degrees 32 minutes 18 seconds East, a distance of 123.85 feet;

Thence South 31 degrees 39 minutes 02 seconds East, a distance of 106.31 feet;

Thence South 47 degrees 50 minutes 25 seconds East, a distance of 131.39 feet;

Thence South 51 degrees 47 minutes 23 seconds East, a distance of 112.98 feet;

Thence South 76 degrees 36 minutes 49 seconds East, a distance of 34.90 feet;

Thence North 89 degrees 52 minutes 30 seconds East, a distance of 148.75 feet;

Thence North 83 degrees 07 minutes 47 seconds East, a distance of 121.36 feet;

Thence North 86 degrees 17 minutes 36 seconds East, a distance of 327.01 feet;

Thence South 86 degrees 49 minutes 52 seconds East, a distance of 48.16 feet;

Thence South 75 degrees 10 minutes 49 seconds East, a distance of 55.96 feet;

Thence South 54 degrees 07 minutes 26 seconds East, a distance of 71.29 feet;

Thence South 48 degrees 04 minutes 15 seconds East, a distance of 164.13 feet;

Thence South 40 degrees 32 minutes 49 seconds East, a distance of 103.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 56.01 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 20.11 feet;

Thence South 56 degrees 26 minutes 58 seconds West, a distance of 102.34 feet;

Thence South 00 degrees 01 minutes 25 seconds East, a distance of 78.92 feet;

Thence South 43 degrees 19 minutes 54 seconds West, a distance of 239.21 feet;

Thence South 24 degrees 35 minutes 24 seconds West, a distance of 159.76 feet;

Thence South 44 degrees 01 minutes 06 seconds West, a distance of 186.33 feet;

Thence South 12 degrees 46 minutes 24 seconds West, a distance of 123.86 feet;

Thence North 77 degrees 13 minutes 36 seconds West, a distance of 156.36 feet;
Thence North 53 degrees 11 minutes 51 seconds West, a distance of 1566.16 feet;
Thence North 08 degrees 38 minutes 34 seconds West, a distance of 2.00 feet;
Thence North 31 degrees 50 minutes 08 seconds East, a distance of 152.96 feet;
Thence North 30 degrees 41 minutes 07 seconds East, a distance of 222.64 feet;
Thence North 77 degrees 05 minutes 30 seconds East, a distance of 366.84 feet to the POINT OF BEGINNING.

PARCEL 2:

That part of the Southeast Quarter of Section 25, part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East and part of the Southwest Quarter of Section 30, part of the Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 31 from which the Northwest Quarter Corner of said Section 31 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the West line of said Section 31, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 306.89 feet to the POINT OF BEGINNING,

Thence continuing North 89 degrees 11 minutes 26 seconds East, a distance of 34.00 feet;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 264.29 feet to the beginning of a tangent curve whose radius bears South 89 degrees 11 minutes 26 seconds West, a distance of 514.00 feet;

Thence Northerly along the arc of said curve through a central angle of 00 degrees 38 minutes 29 seconds, an arc length of 5.75 feet to a point of non tangency;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 593.80 feet;

Thence North 16 degrees 35 minutes 14 seconds East, a distance of 148.95 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 474.09 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 103.05 feet;

Thence North 80 degrees 25 minutes 35 seconds West, a distance of 160.33 feet to the beginning of a non-tangent curve whose radius point bears South 44 degrees 44 minutes 40 seconds West, a distance of 1010.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 06 degrees 09 minutes 12 seconds, an arc length of 108.47 feet to a point of tangency;

Thence North 51 degrees 24 minutes 33 seconds West, a distance of 348.24 feet;

Thence North 53 degrees 20 minutes 14 seconds West, a distance of 154.22 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 249.41 feet;

Thence North 62 degrees 39 minutes 36 seconds West, a distance of 60.83 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 300.00 feet;

Thence North 34 degrees 45 minutes 45 seconds West, a distance of 63.25 feet;

Thence South 89 degrees 26 minutes 19 seconds West, a distance of 41.50 feet;

Thence South 00 degrees 33 minutes 41 seconds East, a distance of 76.84 feet to the beginning of a tangent curve whose radius point bears South 89 degrees 26 minutes 19 seconds West, a distance of 100.00 feet;

Thence Southerly along the arc of said curve through a central angle of 32 degrees 21 minutes 15 seconds, an arc length of 56.47 feet to a point of tangency;

Thence South 31 degrees 47 minutes 34 seconds West, a distance of 310.64 feet to the beginning of a tangent curve whose radius point bears South 58 degrees 12 minutes 26 seconds East, a distance of 500.00 feet;

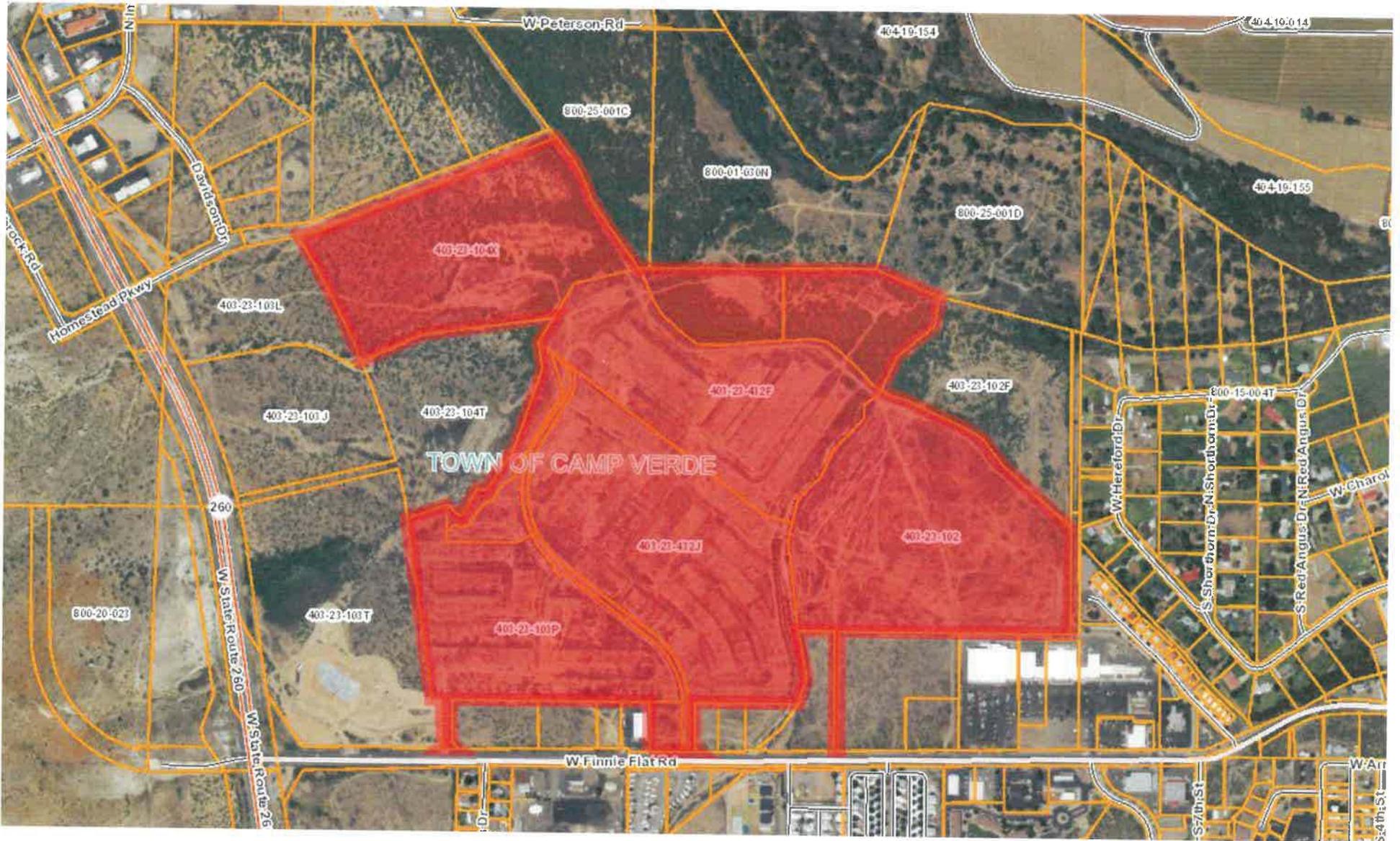
Thence Southerly along the arc of said curve through a central angle of 84 degrees 59 minutes 24 seconds, an arc length of 741.68 feet to a point of tangency;

Thence South 53 degrees 11 minutes 51 seconds East, a distance of 627.98 feet to the beginning of a tangent curve whose radius point bears South 36 degrees 48 minutes 09 seconds West, a distance of 480.00 feet;

Thence Southerly along the arc of said curve through a central angle of 52 degrees 23 minutes 17 seconds, an arc length of 438.89 feet to a point of tangency;

Thence South 00 degrees 48 minutes 34 seconds East, a distance of 264.29 feet to the Point of Beginning.

Aerial Map

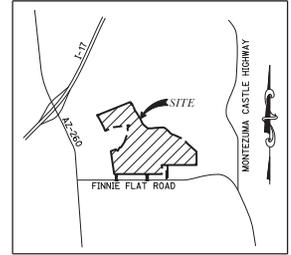


NE of NEC SR 260 & Finnle Flat Road – Camp Verde, AZ



PRELIMINARY SITE PLAN EXHIBIT FOR SILVERADO AT SIMONTON RANCH CAMP VERDE, ARIZONA

LOCATED IN A PORTIONS OF SECTIONS 25,30,31 & 36, TOWNSHIP 14 NORTH,
RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



VICINITY MAP
N.T.S.

CLIENT/DEVELOPER: SILVERADO AT SIMONTON RANCH, LLC
13951 N. SCOTTSDALE ROAD, SUITE 133
SCOTTSDALE, ARIZONA 85254
CONTACT: PATRICK CLIFTON
PHONE: (602) 363-6957

ENGINEER: 3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85254
CONTACT: MATTHEW J. MANGINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@3ENGINEERING.COM

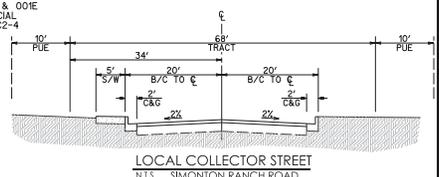
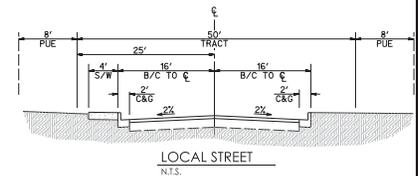
PARCEL DATA TABLE					
PARCEL	AREA (AC)	LOTS (DU)	DENSITY (DU/AC)	OPEN SPACE (AC)	% OPEN SPACE
12	14.27	0	0	14.27	100.00
14	36.60	148	4.04	7.05	19.3
15/19	70.52	250	3.55	16.10	25.7
16	28.14	100	3.55	9.55	33.9
18	22.97	87	3.79	5.09	22.2
TOTAL:	172.50 AC	585 DU	3.39 DU/AC	54.06 AC	31.3%

OVERALL SITE DATA:

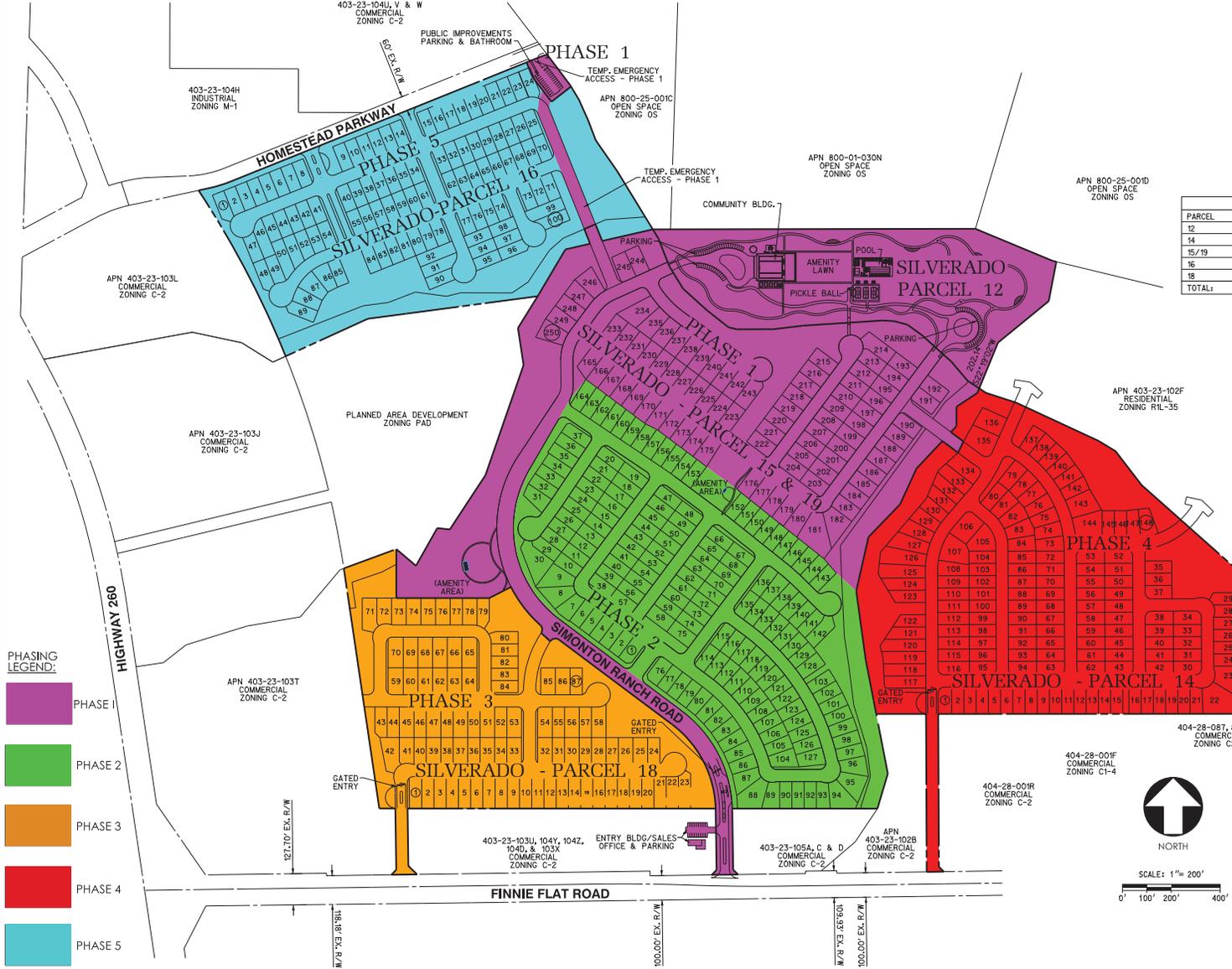
PARCEL #S 403-23-102, 401-23-102U, 401-23-103P, 403-23-104L, 403-23-104A, 403-23-405B, 403-23-423, 403-23-430B, 403-23-432C, -D, -E, -F, & -J

TOTAL LOTS (DU) 585
GROSS AREA (INC. R/W) 172.50 ACRES
GROSS DENSITY 3.39 DU/AC
AREA OF LOTS 84.44 ACRES
AREA OF OPEN SPACE 54.06 ACRES
AREA OF R/W 34.00 ACRES
MINIMUM LOT SIZE 50'x110'
MAX. LOT COVERAGE 50%

SETBACKS
FRONT (LIVABLE SIDE LOAD) 10'
FRONT (FRONT FACE GARAGE) 18' (FROM BACK OF SIDEWALK)
REAR 10'
SIDE 17'
STREET SIDE 10'
EXISTING LAND USE PAD, R1L-5, R1L-18, & R1L-35
EXISTING ZONING PAD, R1L-5, R1L-18, & R1L-35
PROPOSED ZONING R1-PAD



SCALE: 1"= 200'



PHASING LEGEND:

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5

SILVERADO AT SIMONTON RANCH
CAMP VERDE, ARIZONA
PRELIMINARY SITE PLAN EXHIBIT

3eengineering
surveying
civil engineering
planning

DATE: 12/01/17
PROJECT NO: 5035
DRAWN BY: M. MANGINI
CHECKED BY: M. MANGINI
DATE: 12/20/17
SCALE: 1"= 200'
SHEET NO: CSP01
of 1



EXPIRES: 12/31/2018

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Fuller Commerce Park, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 10 day of Oct., 2017

OWNER:

OWNER:

Fuller Commerce Park, LLC

Print Name

Print Name

Jay M. Lamoreaux
Signature

Signature

STATE OF Utah)
~~ARIZONA~~)
County of DAVIS) ss.

On this 10th day of October, 2017, before me, the undersigned Notary Public, personally appeared Jay M. Lamoreaux, who acknowledged that this document was executed for the purposes therein contained.

Suzanne D. Wright
Notary Public

My Commission Expires: 10-16-2019

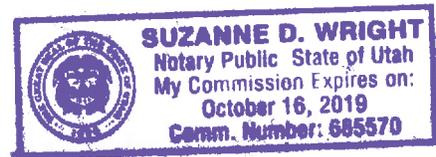


Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

602-230-0600

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

River. Edge 12, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

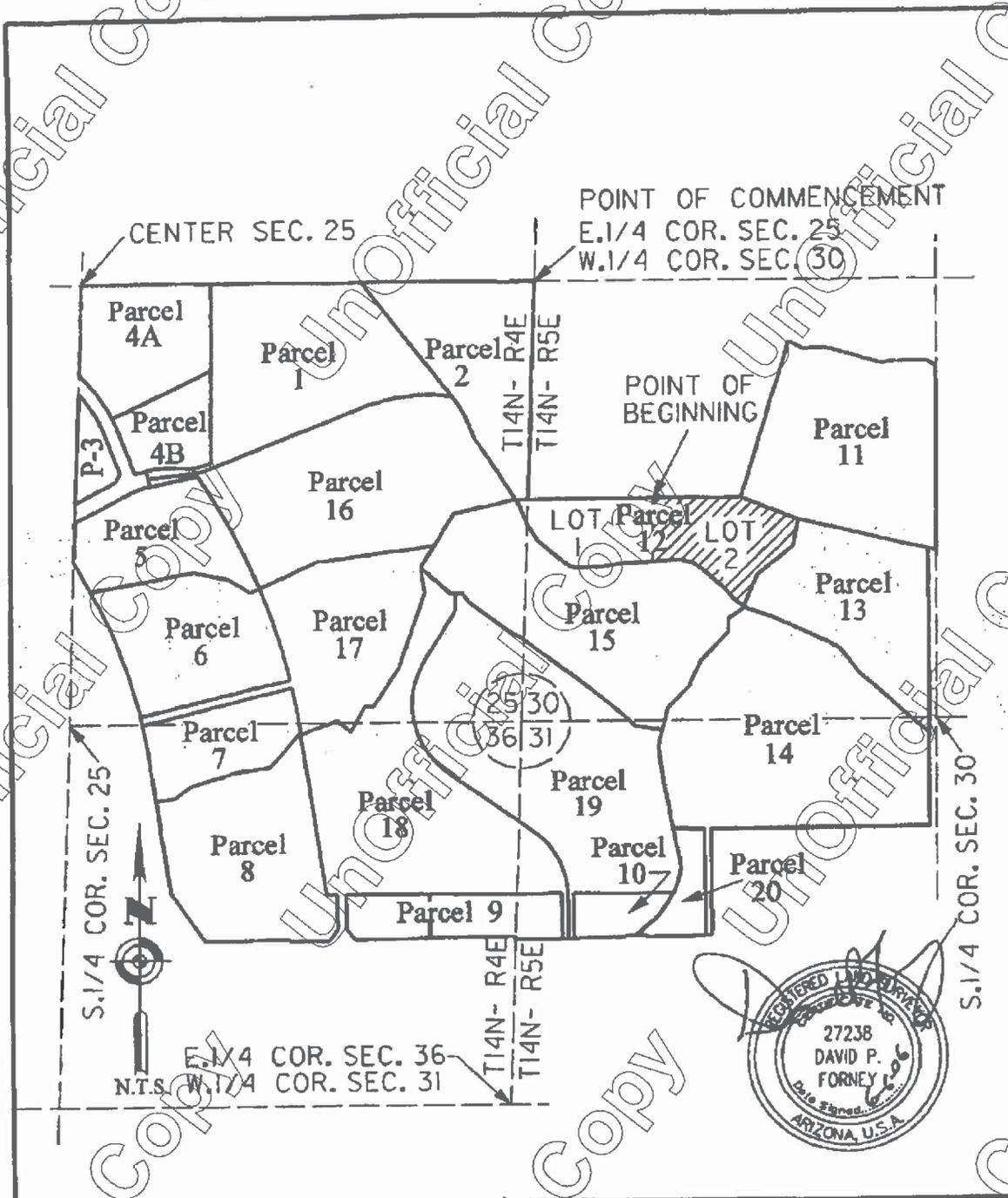
Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney



Hoskin-Ryan Consultants Inc.
creative engineering solutions
 3003 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2902
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**HOMESTEAD PARCEL 12 LOT 2
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

G:\Projects\04\04-108 Homestead Camp Verde\01 Surveys, Legals - SW\HOSKIN\PARCEL 12.LOT 2.dwg 6/6/2006

Dated this 24 day of OCTOBER, 2017

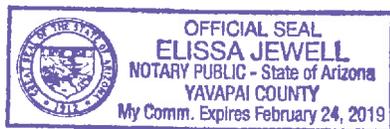
OWNER:	<u>RIVER EDGE 12, LLC</u>	OWNER:	
<u>ALBERT DUPUY AS MANAGING MEMBER</u>		<u>ALBERT DUPUY AS MANAGING MEMBER</u>	
Print Name		Print Name	
<u>[Signature]</u>			
Signature		Signature	

STATE OF ARIZONA)
) ss.
 County of Yavapai)

On this 24 day of October, 2017, before me, the undersigned Notary Public,
 personally appeared Albert Dupuy, managing member of
River Edge 12, LLC, who acknowledged that this document was
 executed for the purposes therein contained.

[Signature]
 Notary Public

My Commission Expires: Feb 24, 2019





Hoskin • Ryan Consultants, Inc.
creative engineering solutions

June 5, 2006

**Legal Description
 Homestead Camp Verde
 Parcel 12 – Lot 2**

That Part of the Southwest Quarter of Section 30, Township 14 North Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet:

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 53 minutes 49 seconds East, a distance of 531.31 feet;

Thence South 67 degrees 27 minutes 52 seconds East, a distance of 341.40 feet;

Thence South 76 degrees 26 minutes 09 seconds East, a distance of 16.29 feet;

Thence South 10 degrees 57 minutes 35 seconds West, a distance of 164.07 feet;

Thence South 49 degrees 47 minutes 27 seconds West, a distance of 86.14 feet;

Thence South 51 degrees 12 minutes 28 seconds West, a distance of 182.00 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 202.14 feet;

Thence North 56 degrees 46 minutes 08 seconds West, a distance of 56.01 feet;

Thence North 40 degrees 32 minutes 49 seconds West, a distance of 103.11 feet;

Thence North 48 degrees 04 minutes 15 seconds West, a distance of 164.13 feet;

Thence North 54 degrees 07 minutes 26 seconds West, a distance of 71.29 feet;

Thence North 75 degrees 10 minutes 49 seconds West, a distance of 55.96 feet;

June 5, 2006
Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2

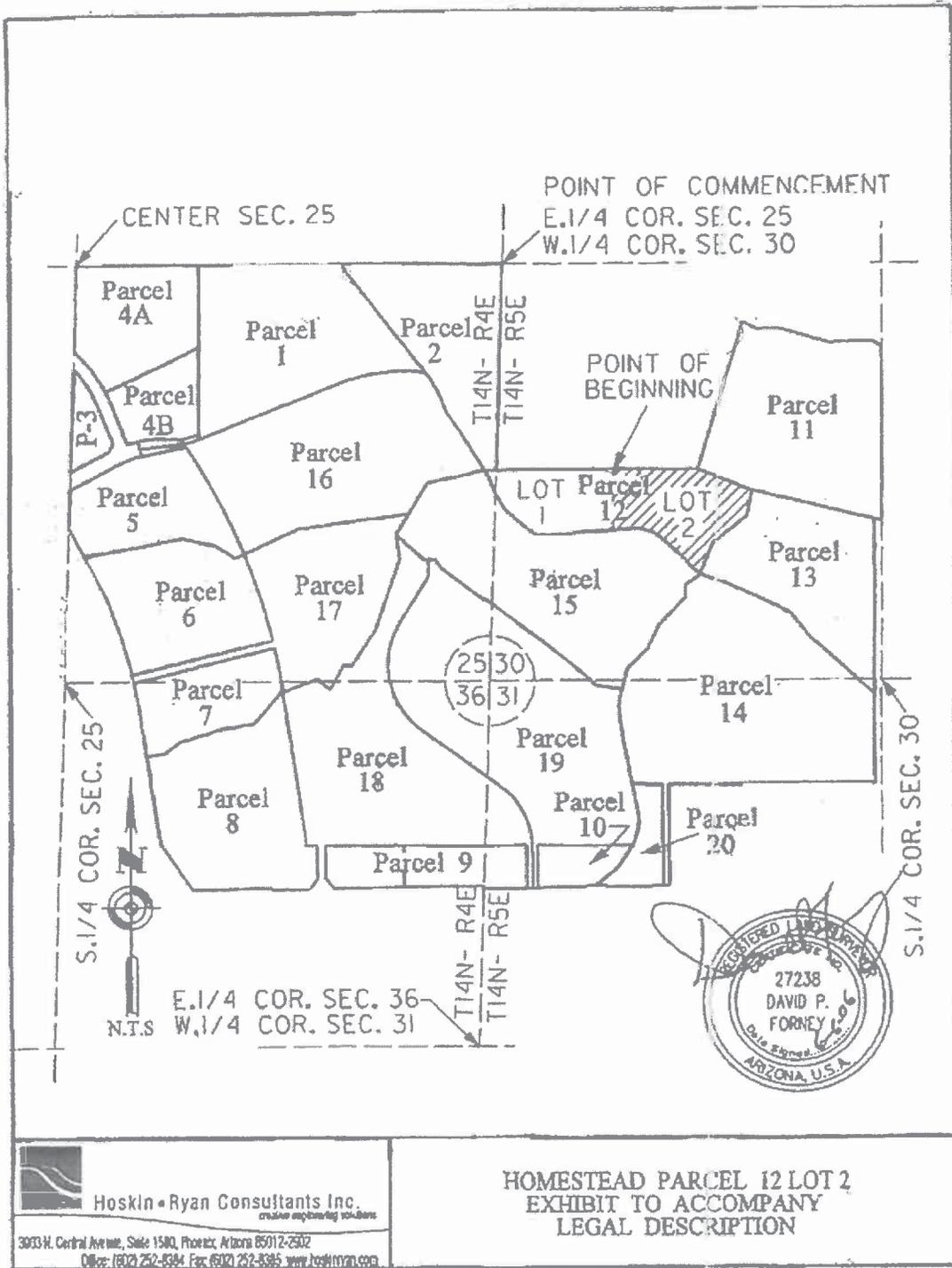
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 150.56 feet;

Thence North 00 degrees 06 minutes 11 seconds West, a distance of 383.67 feet to the
POINT OF BEGINNING

The above described parcel contains 8.13 acres, more or less.







Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

GP:TT#LLBZ 100

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Simonton Ranch 9, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit “A”** attached hereto and expressly made a part hereof (“Property”) and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town’s land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town’s Community Development Department:

2017-0395

Town Application Number

and, are based on certain application(s), copies of which (“Applications”) are shown as **Exhibit “B”** attached hereto and expressly made a part hereof (“Action(s)”).

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 12th day of October, 2017

OWNER:

G. SCOTT SIMONTON
Print Name

[Signature]
Signature

OWNER:

Print Name

Signature

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 12 day of OCTOBER, 2017, before me, the undersigned Notary Public,
personally appeared G. SCOTT SIMONTON, who acknowledged that this document was
executed for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires: July 30, 2021



Hoskin • Ryan Consultants, Inc.
CONSULTING ENGINEERING ARCHITECTS

May 8, 2006

**Legal Description
Homestead Camp Verde
Parcel 9 – Lot 3**

That part of the Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36, monumented with a marked stone, from which the Northeast Corner of said Section 36, monumented with a BLM Brass Cap, bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the East line of said Section 36, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 117.89 feet to the POINT OF BEGINNING;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 273.25 feet;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 154.97 feet to a point on a 446.00 foot radius, non-tangent curve, whose center bears South 88 degrees 19 minutes 32 seconds West;

Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

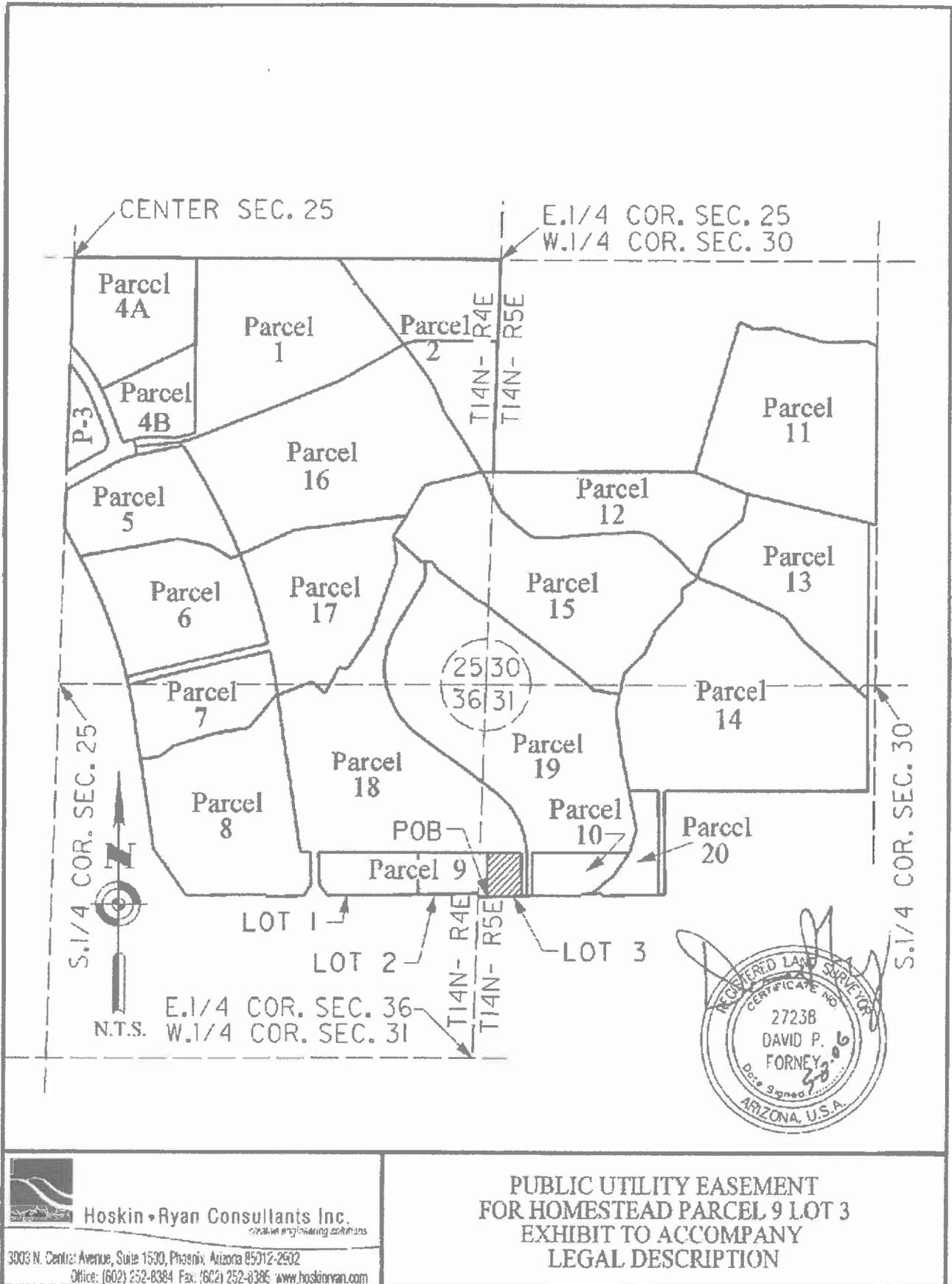
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 23.28 feet;

Thence South 89 degrees 11 minutes 26 seconds West, a distance of 135.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.96 acres, more or less.





 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 3003 N. Central Avenue, Suite 1530, Phoenix, Arizona 85012-2502
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**PUBLIC UTILITY EASEMENT
 FOR HOMESTEAD PARCEL 9 LOT 3
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

G:\Projects\04\04 IDB Homestead Comp Verne\01 Surveys, Legal - S\MONTON\PLU-PAR9_LO13.dwg 5/8/2006



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

602-230-0600

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Simonton Ranch 12, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 12th day of October, 20

OWNER:

OWNER:

G. Scott SIMONTON
Print Name

Print Name

[Signature]
Signature

Signature

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 12 day of OCTOBER, 2017, before me, the undersigned Notary Public,
personally appeared G. Scott SIMONTON, who acknowledged that this document was
executed for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires: July 30, 2021

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 1**

That Part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, and the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet to the POINT OF BEGINNING:

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet;

Thence South 00 degrees 06 minutes 11 seconds East, a distance of 303.67 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 176.45 feet;

Thence South 83 degrees 07 minutes 47 seconds West, a distance of 121.36 feet;

Thence South 89 degrees 52 minutes 30 seconds West, a distance of 148.75 feet;

Thence North 76 degrees 36 minutes 49 seconds West, a distance of 301.90 feet;

Thence North 51 degrees 47 minutes 23 seconds West, a distance of 112.98 feet;

Thence North 47 degrees 50 minutes 25 seconds West, a distance of 131.39 feet;

Thence North 31 degrees 39 minutes 02 seconds West, a distance of 106.31 feet;

Thence North 21 degrees 32 minutes 18 seconds West, a distance of 123.85 feet;

Thence North 31 degrees 29 minutes 16 seconds West, a distance of 42.98 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 72.40 feet to the POINT OF BEGINNING.

The above described parcel contains 6.14 acres, more or less.





Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

001 24 17 00

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Simonton Ranch Land Development LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395

Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 12 day of December, 2017

OWNER:

OWNER:

Robert Witt
Print Name

Print Name

[Signature]
Signature

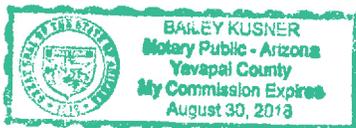
Signature

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 12 day of December, 2017, before me, the undersigned Notary Public, personally appeared Robert Witt, who acknowledged that this document was executed for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 08/30/18



Corrected Exhibit A

PARCEL 1:

That part of the Southeast Quarter of Section 25 Township 14 North, Range 4 East and the Southwest Quarter of Section 30, Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30 from which the Southwest Corner of Section 30 bears South 01 degrees 50 minutes 26 seconds West, a distance of 2642.08 feet;

Thence South 01 degrees 50 minutes 26 seconds West along the West line of said Section 30, a distance of 1321.04 feet;

Thence South 89 degrees 53 minutes 49 seconds West, a distance of 72.40 feet to the POINT OF BEGINNING;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 42.98 feet;

Thence South 21 degrees 32 minutes 18 seconds East, a distance of 123.85 feet;

Thence South 31 degrees 39 minutes 02 seconds East, a distance of 106.31 feet;

Thence South 47 degrees 50 minutes 25 seconds East, a distance of 131.39 feet;

Thence South 51 degrees 47 minutes 23 seconds East, a distance of 112.98 feet;

Thence South 76 degrees 36 minutes 49 seconds East, a distance of 34.90 feet;

Thence North 89 degrees 52 minutes 30 seconds East, a distance of 148.75 feet;

Thence North 83 degrees 07 minutes 47 seconds East, a distance of 121.36 feet;

Thence North 86 degrees 17 minutes 36 seconds East, a distance of 327.01 feet;

Thence South 86 degrees 49 minutes 52 seconds East, a distance of 48.16 feet;

Thence South 75 degrees 10 minutes 49 seconds East, a distance of 55.96 feet;

Thence South 54 degrees 07 minutes 26 seconds East, a distance of 71.29 feet;

Thence South 48 degrees 04 minutes 15 seconds East, a distance of 164.13 feet;

Thence South 40 degrees 32 minutes 49 seconds East, a distance of 103.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 56.01 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 20.11 feet;

Thence South 56 degrees 26 minutes 58 seconds West, a distance of 102.34 feet;

Thence South 00 degrees 01 minutes 25 seconds East, a distance of 78.92 feet;

Thence South 43 degrees 19 minutes 54 seconds West, a distance of 239.21 feet;

Thence South 24 degrees 35 minutes 24 seconds West, a distance of 159.76 feet;

Thence South 44 degrees 01 minutes 06 seconds West, a distance of 186.33 feet;

Thence South 12 degrees 46 minutes 24 seconds West, a distance of 123.86 feet;

Thence North 77 degrees 13 minutes 36 seconds West, a distance of 156.36 feet;
Thence North 53 degrees 11 minutes 51 seconds West, a distance of 1566.16 feet;
Thence North 08 degrees 38 minutes 34 seconds West, a distance of 2.00 feet;
Thence North 31 degrees 50 minutes 08 seconds East, a distance of 152.96 feet;
Thence North 30 degrees 41 minutes 07 seconds East, a distance of 222.64 feet;
Thence North 77 degrees 05 minutes 30 seconds East, a distance of 366.84 feet to the POINT OF BEGINNING.

PARCEL 2:

That part of the Southeast Quarter of Section 25, part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East and part of the Southwest Quarter of Section 30, part of the Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 31 from which the Northwest Quarter Corner of said Section 31 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the West line of said Section 31, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 306.89 feet to the POINT OF BEGINNING.

Thence continuing North 89 degrees 11 minutes 26 seconds East, a distance of 34.00 feet;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 264.29 feet to the beginning of a tangent curve whose radius bears South 89 degrees 11 minutes 26 seconds West, a distance of 514.00 feet;

Thence Northerly along the arc of said curve through a central angle of 00 degrees 38 minutes 29 seconds, an arc length of 5.75 feet to a point of non tangency;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 593.80 feet;

Thence North 16 degrees 35 minutes 14 seconds East, a distance of 148.95 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 474.09 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 103.05 feet;

Thence North 80 degrees 25 minutes 35 seconds West, a distance of 160.33 feet to the beginning of a non-tangent curve whose radius point bears South 44 degrees 44 minutes 40 seconds West, a distance of 1010.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 06 degrees 09 minutes 12 seconds, an arc length of 108.47 feet to a point of tangency;

Thence North 51 degrees 24 minutes 33 seconds West, a distance of 348.24 feet;

Thence North 53 degrees 20 minutes 14 seconds West, a distance of 154.22 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 249.41 feet;

Thence North 62 degrees 39 minutes 36 seconds West, a distance of 60.83 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 300.00 feet;

Thence North 34 degrees 45 minutes 45 seconds West, a distance of 63.25 feet;

Thence South 89 degrees 26 minutes 19 seconds West, a distance of 41.50 feet;

Thence South 00 degrees 33 minutes 41 seconds East, a distance of 76.84 feet to the beginning of a tangent curve whose radius point bears South 89 degrees 26 minutes 19 seconds West, a distance of 100.00 feet;

Thence Southerly along the arc of said curve through a central angle of 32 degrees 21 minutes 15 seconds, an arc length of 56.47 feet to a point of tangency;

Thence South 31 degrees 47 minutes 34 seconds West, a distance of 310.64 feet to the beginning of a tangent curve whose radius point bears South 58 degrees 12 minutes 26 seconds East, a distance of 500.00 feet;

Thence Southerly along the arc of said curve through a central angle of 84 degrees 59 minutes 24 seconds, an arc length of 741.68 feet to a point of tangency;

Thence South 53 degrees 11 minutes 51 seconds East, a distance of 627.98 feet to the beginning of a tangent curve whose radius point bears South 36 degrees 48 minutes 09 seconds West, a distance of 480.00 feet;

Thence Southerly along the arc of said curve through a central angle of 52 degrees 23 minutes 17 seconds, an arc length of 438.89 feet to a point of tangency;

Thence South 00 degrees 48 minutes 34 seconds East, a distance of 264.29 feet to the Point of Beginning.



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: *(a list of additional contacts may be attached)*

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: *(describe intent of this application in 1-2 sentences)*

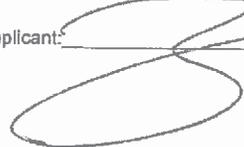
Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant:  for Adam Baugh Date: 10/9/17

001 2417 411 100

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Summerset at Camp Verde, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 12th day of October, 2017

OWNER:

G. Scott SIMONTON
Print Name

[Signature]
Signature

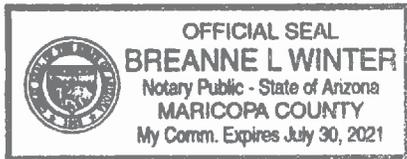
OWNER:

Print Name

Signature

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 12 day of OCTOBER, 2017, before me, the undersigned Notary Public,
personally appeared G. Scott SIMONTON, who acknowledged that this document was
executed for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires: July 30, 2021

**Legal Description
Summerset at Camp Verde
Parcel 16**

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

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

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

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

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

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.69 feet;

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

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

Thence South 31 degrees 13 minutes 14 seconds East, a distance of 70.13 feet;
Thence South 24 degrees 05 minutes 59 seconds East, a distance of 94.27 feet;
Thence South 20 degrees 51 minutes 13 seconds East, a distance of 86.79 feet;
Thence South 34 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;
Thence South 31 degrees 29 minutes 16 seconds East, a distance of 278.31 feet;
Thence South 77 degrees 05 minutes 30 seconds West, a distance of 366.84 feet;
Thence South 30 degrees 41 minutes 07 seconds West, a distance of 222.64 feet;
Thence South 82 degrees 27 minutes 13 seconds West, a distance of 700.58 feet;

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

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 767.17 feet;

Thence South 77 degrees 46 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

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

Thence North 18 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

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

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

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

Thence North 68 degrees 05 minutes 06 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.09 feet to the **POINT OF BEGINNING**.

Except the following described property:

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

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

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

Thence South 36°46'24" East, a distance of 325.83 feet; Thence South 37°35'25" East, a distance of 104.97 feet; Thence South 37°33'01" East, a distance of 263.69 feet;

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

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

Thence Southwesterly along said curve, through a central angle of $03^{\circ}53'01''$, a distance of 38.63 feet;

Thence South $68^{\circ}05'06''$ West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of $09^{\circ}41'32''$, a distance of 84.58 feet;

Thence South $77^{\circ}46'38''$ West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South $09^{\circ}55'24''$ East;

Thence Southwesterly along said curve, through a central angle of $02^{\circ}55'27''$, a distance of 28.07 feet;

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

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

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

Thence Northeasterly along said curve through a central angle of $19^{\circ}32'43''$, a distance of 150.10 feet;

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

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



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

602-230-0600

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner (“Agreement”) made as of this 10th day of October, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona (“Town”) and:

Verde River Properties, LLC, (“Owner(s)”);

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, “land use law” includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395
Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 12th day of October, 2017

OWNER:

G. Scott Simonton
Print Name

[Signature]
Signature

OWNER:

Print Name

Signature

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 12 day of OCTOBER, 2017, before me, the undersigned Notary Public, personally appeared G. Scott Simonton, who acknowledged that this document was executed for the purposes therein contained.



[Signature]
Notary Public

My Commission Expires: July 30, 2021



Hoskin • Ryan Consultants, Inc.
creative engineering solutions

March 16, 2007

**Legal Description
 Homestead Camp Verde
 Parcel 18**

That part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36 Township 14 North, Range 4 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36 from which the Northeast Quarter Corner of said Section 36 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East, along the East line of said Section 36, a distance of 1,341.78 feet to a point on the Northerly right of way of Finney Flat Road;

Thence South 89 degrees 11 minutes 05 seconds West, along said right of way, a distance of 953.36 feet to the POINT OF BEGINNING;

Thence continuing South 89°11'05" West, along said right of way, a distance of 105.00 feet;

Thence North 44°11'05" East, a distance of 28.28 feet;

Thence North 00°48'55" West, a distance of 250.89 feet;

Thence North 89°59'02" West, a distance of 65.66 feet;

Thence North 08°24'55" West, a distance of 991.72 feet;

Thence North 69°46'31" East, a distance of 228.93 feet to the most Westerly North Boundary Corner of "Silverado at Simonton Ranch", recorded in Book 57 of Maps and Plats, Page 67, Yavapai County Records;

Thence, along the Westerly Boundary of said "Silverado at Simonton Ranch", the following courses:

Thence South 00°00'58" West, a distance of 200.21 feet to the Southwest Corner of Tract "R", shown on said Final Plat;

Thence South 89°59'02" East, a distance of 380.47 feet;

Thence North 63°00'08" East, a distance of 99.53 feet to a point on a 534.00-foot radius non-tangent curve, whose center bears North 63°00'08" East;

Page 1 of 2

G:\Projects\04\04-108 Homestead Camp Verde\legal descriptions\LG_Parcel 18.doc

March 16, 2007
Legal Description
Homestead Camp Verde - Parcel 18

Thence Southeasterly along said curve, through a central angle of $21^{\circ}07'38''$, a distance of 196.91 feet to the beginning of a tangent reverse curve of 25.00-foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of $82^{\circ}01'19''$, a distance of 35.79 feet;

Thence South $47^{\circ}15'39''$ East, a distance of 50.68 feet a point on a 25.00-foot radius non-tangent curve, whose center bears South $57^{\circ}17'37''$ East;

Thence Easterly, along said curve, through a central angle of $94^{\circ}05'46''$, a distance of 41.06 feet;

Thence South $53^{\circ}11'51''$ East, a distance of 577.08 feet the beginning of a 446.00-foot radius tangent curve, concave Southwesterly;

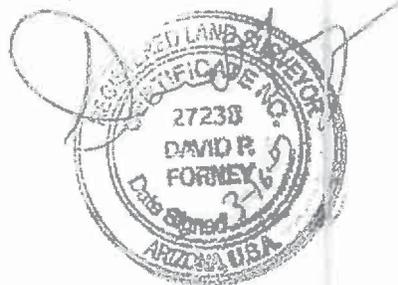
Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

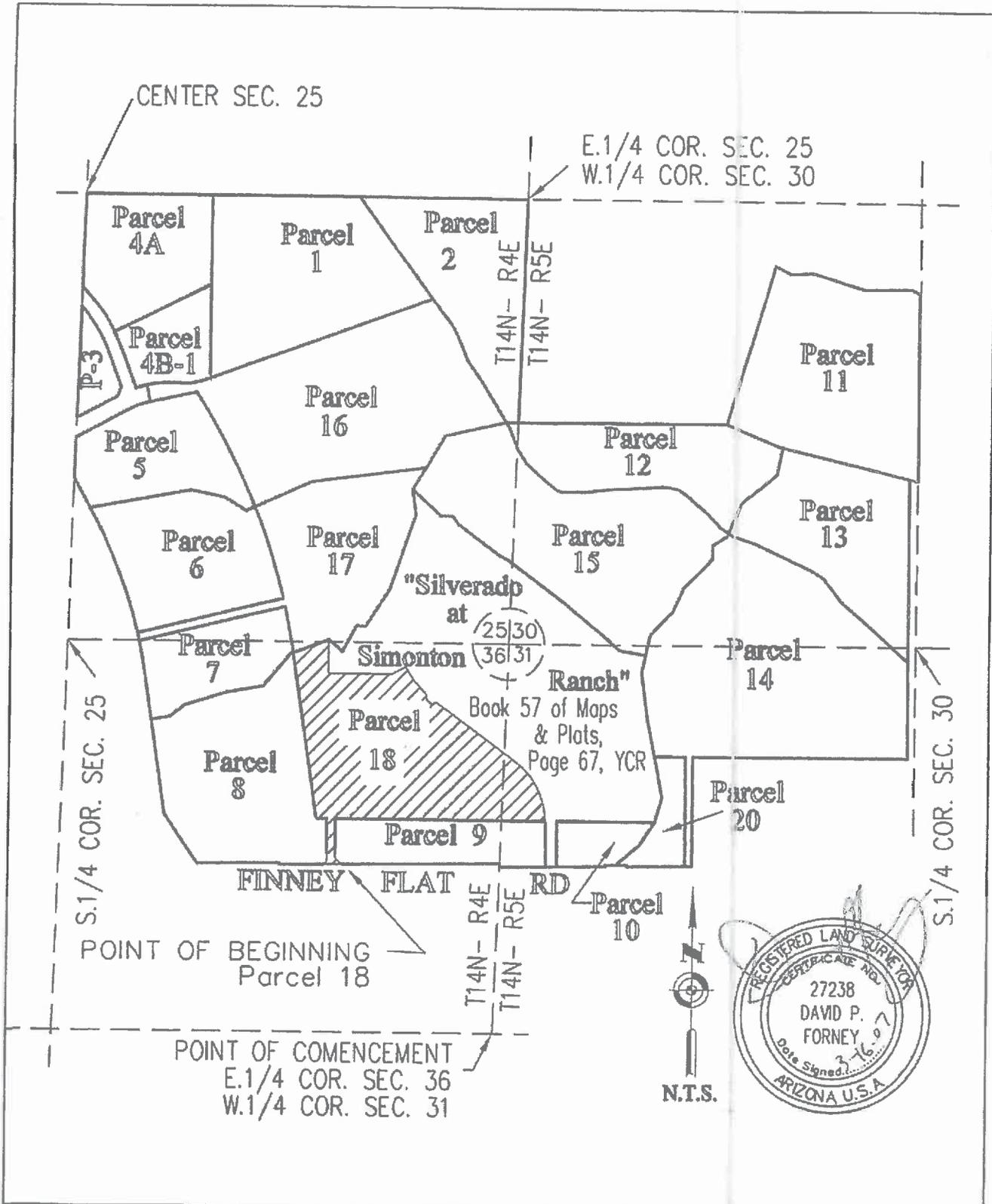
Thence, departing said Boundary, North $89^{\circ}59'02''$ West, a distance of 1,260.48 feet;

Thence South $00^{\circ}48'55''$ East, a distance of 235.16 feet;

Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

The above described parcel contains 22.97 acres, more or less.





 **Hoskin Ryan Consultants Inc.**
creative engineering solutions

201 East Indian School Road, Phoenix, Arizona 85013
Office: (602) 252-4384 Fax: (602) 252-4385 www.hoskinryan.com

**HOMESTEAD PARCEL 18
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

G:\PROJECTS\04\04-108 HOMESTEAD COMP VERD:\01 SURVEYS, LEGALS-SIMONTON\PARCEL 18

EXHIBIT "A"
LEGAL DESCRIPTION

CLUBHOUSE AREA

That portion of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 14 North, Range 4 East and the Northwest Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, more particularly described as follows:

COMMENCING at a found B.L.M. brass capped iron post monumenting the Northwest corner of said Section 31, from which a found marked stone monumenting the West Quarter corner of said Section 31 bears South 01°48'50" West, a measured geodetic bearing and Basis of Bearings for this description, a distance of 2,645.28 feet;

THENCE South 01°48'50" West, along the West line of said Section 31, a distance of 1,322.56 feet to a found plastic capped iron bar stamped "LS 18214" monumenting a point on the North Right of Way line of Finnie Flat Road;

THENCE North 89°11'26" East, departing from said West line, along said North Right of Way line, a distance of 252.89 feet to a calculated point, being the **TRUE POINT OF BEGINNING**;

THENCE North 44°11'26" East, departing from said North Right of Way line, a distance of 28.28 feet to a calculated point;

THENCE North 00°48'34" West, a distance of 244.29 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 89°11'26" West, a distance of 446.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 407.80 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of North 27°00'13" West and a chord length of 393.74 feet to the end of said curve;

THENCE North 53°11'51" West, a distance of 577.09 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southerly, the radius point of which bears South 36°48'09" West, a distance of 25.00 feet;

THENCE Northwesterly, Westerly and Southwesterly, along a curve to the left, an arc length of 41.06 feet, through a central angle of 94°05'46", said curve being subtended by a chord bearing of South 79°45'16" West and a chord length of 36.60 feet to the end of said curve;

THENCE North 47°15'39" West, a distance of 50.68 feet to a calculated point, being the point of curvature of a circular, non-tangent curve, concave Westerly, the radius point of which bears North 56°06'12" West, a distance of 25.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 35.79 feet, through a central angle of 82°01'19", said curve being subtended by a chord bearing of North 07°06'51" West and a chord length of 32.81 feet to the end of said curve, being the point of curvature of a

circular, tangent reverse curve, concave Northeasterly, the radius point of which bears North 41°52'30" East, a distance of 534.00 feet;

THENCE Northwesterly, along a curve to the right, an arc length of 196.91 feet, through a central angle of 21°07'38", said curve being subtended by a chord bearing of North 37°33'41" West and a chord length of 195.79 feet to the end of said curve;

THENCE South 63°00'08" West, a distance of 99.53 feet to a calculated point;

THENCE North 89°59'02" West, a distance of 380.47 feet to a calculated point;

THENCE North 00°00'58" East, a distance of 200.21 feet to a calculated point;

THENCE South 49°39'30" East, a distance of 105.38 feet to a calculated point;

THENCE North 29°26'07" East, a distance of 176.87 feet to a calculated point;

THENCE South 83°55'39" East, a distance of 52.00 feet to a calculated point;

THENCE North 33°18'36" East, a distance of 264.66 feet to a calculated point;

THENCE North 19°07'31" East, a distance of 476.79 feet to a calculated point;

THENCE North 08°38'34" West, a distance of 153.11 feet to a calculated point;

THENCE South 44°00'57" East, a distance of 106.08 feet to a calculated point;

THENCE South 51°04'41" East, a distance of 130.62 feet to a calculated point;

THENCE North 89°26'19" East, a distance of 25.00 feet to a calculated point;

THENCE South 00°33'41" East, a distance of 76.84 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Westerly, the radius point of which bears South 89°26'19" West, a distance of 100.00 feet;

THENCE Southerly, along a curve to the right, an arc length of 56.47 feet, through a central angle of 32°21'15", said curve being subtended by a chord bearing of South 15°36'56" West and a chord length of 55.72 feet to the end of said curve;

THENCE South 31°47'34" West, a distance of 310.64 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Easterly, the radius point of which bears South 58°12'26" East, a distance of 500.00 feet;

THENCE Southwesterly, Southerly and Southeasterly, along a curve to the left, an arc length of 741.68 feet, through a central angle of 84°59'24", said curve being subtended by a chord bearing of South 10°42'08" East and a chord length of 675.53 feet to the end of said curve;

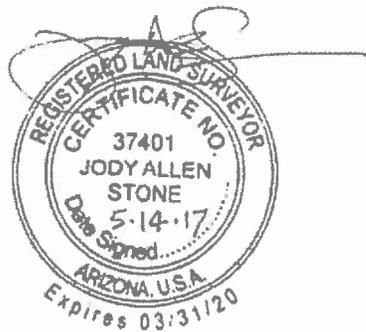
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

THENCE Southeasterly and Southerly, along a curve to the right, an arc length of 438.89 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of South 27°00'13" East and a chord length of 423.76 feet to the end of said curve;

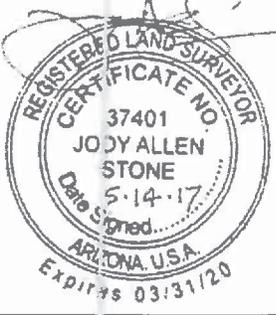
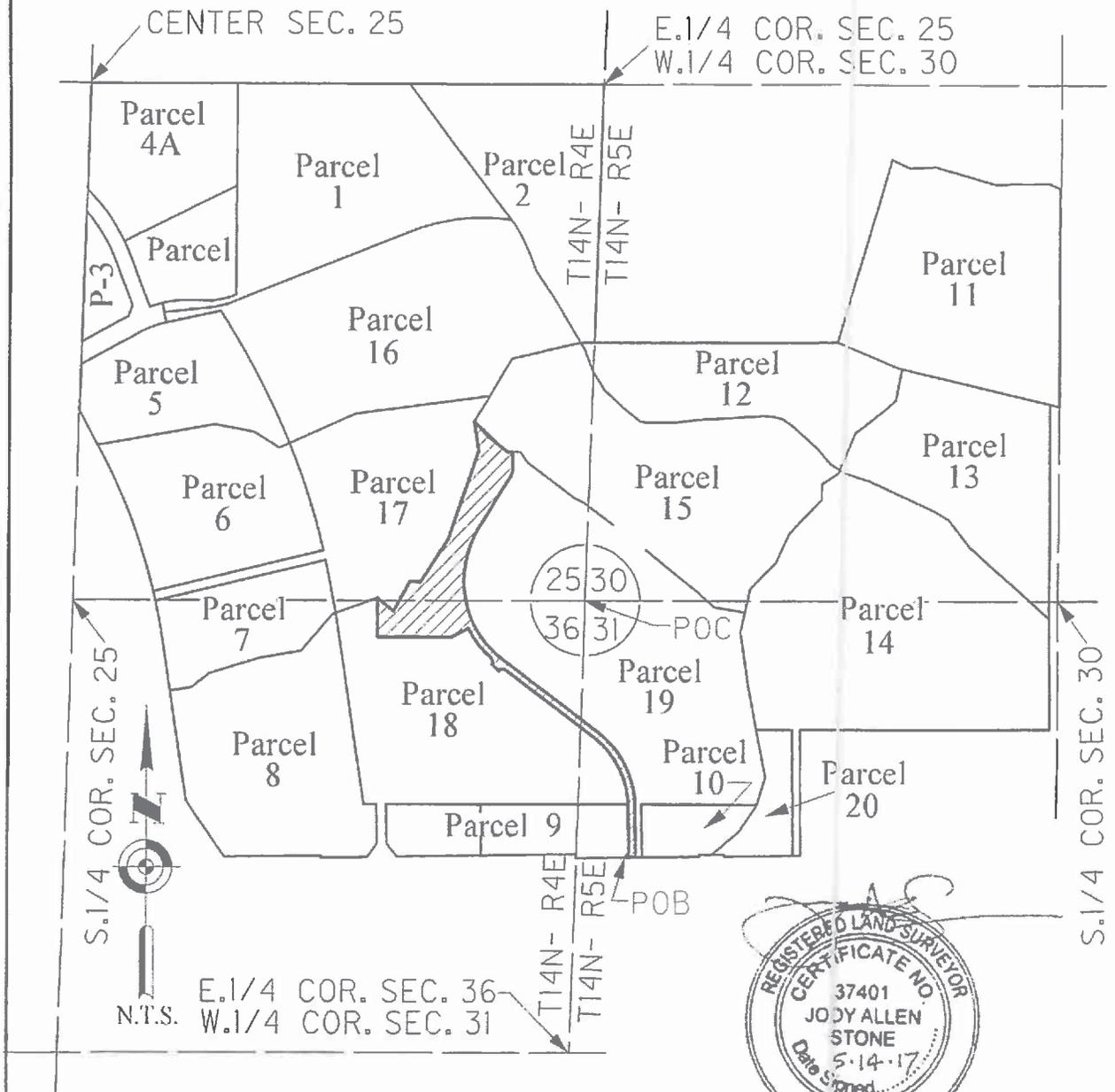
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

THENCE South 89°11'26" West, along said North Right of Way line, a distance of 54.00 feet to the **TRUE POINT OF BEGINNING**.

Comprising 294,975 square feet or 6.77 acres.



P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



Hoskin Ryan Consultants Inc.
creative engineering solutions
 5050 N 40th Street, Phoenix, Arizona 85018
 Office: (602) 252-3384 Fax: (602) 252-8385 www.hoskinryan.com

**SILVERADO AT SIMONTON RANCH
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

SFILES
 SDATES



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

602-230-1100

Town of Camp Verde: January 3, 2018 Town Council Meeting

BACKGROUND:

The subject property is approximately 172.5 acres generally located east of State Route 260 and north of Finnie Flat Road (the "Property"). The Property is largely vacant land zoned PAD (Planned Area Development) for residential uses. The Property was originally zoned PAD in 1999 for a 360-acre commercial and residential development called "The Homestead at Camp Verde". The PAD was amended twice in 2005 and twice more in 2006 which effectively changed the zoning and densities on some of the parcels.

In April 2006, the Town of Camp Verde approved a final plat for a portion of the Property for a single-family subdivision. As a result of the economic recession, plans for the development stalled and the Property remains undeveloped. The developer, CFT Ventures, LLC, is acquiring a portion of the former Planned Community with the intention to develop the site for a new subdivision of manufactured homes and amenities called Silverado at Simonton Ranch.

The applicant proposes re-platting of a portion of the subdivision as well as rezoning the property to R1-PAD (Planned Area Development) to allow new residential use types and standards. The proposed development will consist of a large, gated subdivision of single-family manufactured homes with nature trails, community amenities, and pathways to parks and the Verde River.

THE FOLLOWING HAS BEEN COMPLETED BY THE APPLICANT AND/OR STAFF:

- The applicant posted the subject property and mailed out letters to property owners within 600', which invited them to the neighborhood meeting on September 21, 2017.
- The meeting was held at the Camp Verde Library, 130 Black Bridge Road. There were 19 attendees at the meeting that completed the sign in sheet and 5 team members present. Since then, the applicant reported receiving one inquiry regarding the meeting summary and project details.
- Community Development Staff mailed out letters to properties owners within 600 feet of the subject parcel on October 31, 2017. This letter advised the neighbors of the tentative Planning & Zoning Commission Public Hearing and Town Council meeting dates, times, and location.
- A Notice of Public Hearing was placed in the Verde Independent–Camp Verde Bugle newspaper on November 12, 2017 by Community Development Staff.
- A Notice of Public Hearing was posted on the subject property and in public places on November 12, 2017 by Community Development Staff.
- The Planning & Zoning Commission held a public hearing for the requested action and forwarded a recommendation of approval to the Town Council.

COMMUNICATIONS FROM AGENCIES/PUBLIC:

Staff has received no comments from the public regarding this request.

Staff did not solicit comments from reviewing agencies at this time; there has been communications between agencies during the conceptual stages of the project. Further processes will involve formal review and comments from the agencies.

GENERAL PLAN:

This project is located in the Finnie Flat Character Area. The area surrounding and within the proposed project currently has commercial, industrial, limited single-family residential, PADs, and open space.

The proposed development is in conformance to the General Plan 2016. Goals for the Finnie Flat Character area include:

Goal C: Maintain the rural, residential and agricultural character of the area.

- Implementation Strategies:
 - C.1 – *“Encourage farmers’ markets, community gardens, agricultural areas, and roadside stands for the sale of locally-grown produce and agricultural products.”*
A portion of this open space will be dedicated to community gardens for the residents of Silverado at Simonton Ranch. Community residents will have the opportunity to maintain a garden area and take advantage of Camp Verde’s excellent climate and soil to grow their own fruits, vegetables, and herbs. An expected Farmer’s Market area will be sited close to Finnie Flat Road near the sales center. The development will provide opportunities to host farmers’ markets, in which residents and potentially outside purveyors, will be able to sell produce and crafts to the community.
 - C.2: *“Maintain low density rural development where it exists”*. This is a new development that is proposing 31% of its area to be reserved for open space, for recreation, landscaping, and entryways. This will maintain an overall low-density project.
 - C.5: *“Enhance multi-modal connectivity through bike lanes, trails, and pedestrian pathway*. The project proposed to have connections to adjacent trail systems and to provide a system of internal pedestrian pathways.
 - C.7: *“Protect the rural character and cultural resources, preserve open space, enhance agricultural opportunities, and reduce the loss of prime agricultural lands and important open space areas.”*

Goal D: Encourage the implementation of a Verde River Recreation Management Plan as defined by the citizens.

- Implementation Strategy:
 - D.2: *“Encourage plan features, such as parks and a trail system that allow people to recreate at the river and connect with other points of interest”*
 - D.3 *“Encourage recreation that is compatible with the natural and cultural environment”*. In the northwest corner of the development, a publicly-accessible park with restrooms and parking spaces will be provided at the end of Homestead Road for the public. Additionally, the community amenity areas of Silverado at Simonton Ranch are located and designed to integrate with the Verde River trail system. In addition to the open space areas along the river in the amenity area, the project integrates a system of walking trails along the edge of the development with trail connections down to the river itself.

FISCAL ANALYSIS:

Staff believes the economic viability of the project is strong and has the potential to generate significant benefits the Town and surrounding area. The project is anticipated to contribute sales tax revenue of approximately 900K at buildout in home sales alone. Additional sales tax revenue will be generated by local businesses coming from construction, restaurants, hotels, groceries, gas stations, convenience stores and others. Project job generation and indirect job opportunities will benefit the area. Permit fees, sewer hook-up and connects, and other infrastructure improvements are anticipated to occur. The developer is proposing to construct a bathroom facility and improved parking area for public access to trails and the Verde River. Additionally, the developer is proposing to develop a community market type facility for the citizens of Camp Verde after moving the project sales office off Finnie Flat Rd.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Zoning Map Change to R1 PAD (Residential: Single Family, Planned Area Development) and C2 PAD (Commercial; General Sales and Services, Planned Area Development) which would allow development of the proposed project.

RECOMMENDED MOTION:

A MOTION TO RECOMMEND APPROVAL OF AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING THE TOWN ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM PAD (PLANNED AREA DEVELOPMENT), R1L-5, R1L-8, AND R1L-35 (RESIDENTIAL: SINGLE FAMILY LIMITED, 5,000, 8,000, AND 35,000 SQUARE-FOOT-MINIMUM LOT SIZES) TO R1 & C2 PAD (RESIDENTIAL: SINGLE FAMILY AND COMMERCIAL: GENERAL SALES AND SERVICES, PLANNED AREA DEVELOPMENT). THE PROPERTIES CONSIST OF APPROXIMATELY 173 ACRES LOCATED ON THE NORTH SIDE OF FINNIE FLAT ROAD, JUST EAST OF THE STATE ROUTE 260 INTERSECTION.



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
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City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

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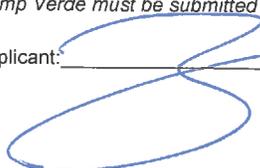
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6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ **AND**

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant:  for Adam Baugh Date: 10/9/17

67:11:24.17.100

Exhibit D: Withey Morris
Zoning Map Change
Neighborhood Meeting Documents

OCT 24 '17 AM 11:49

Affidavit

I, Benjamin Tate, owner/agent of parcel see attached have notified the neighbors within 300' of above property, by sending letters on September 5, 2017 to notify them of the neighborhood meeting that I conducted on the 21st day of September 2017.

I posted my property with meeting the date, time, and place, on the 6^m day of September 2017, and taken a photograph of such posting.

I, Benjamin Tate, owner/agent of parcel see attached will provide a summary of neighborhood meeting I conducted to the Planning & Zoning Department of Camp Verde with the associated application submittal, attesting to the issues and concerns discussed at the above neighborhood meeting.

Summary

Statement: see attached.

If Summary statement is too long, attach a copy.

State of Arizona}

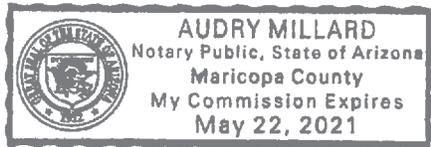
County of Yavapai}

Signature of Document Signer No. 1

Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 9 day of October 2017.

Audry Millard
Signature of Notary



October 23, 2017

Silverado at Simonton Ranch

**Approximately 172.5 acres
Northeast of NEC Finnie Flat Rd. & SR-260**

OCT 24 '17 AM 11:50

Neighborhood Meeting Summary

Meeting was held:

September 21, 2017 from 5:30 pm to 6:30 pm.
Camp Verde Community Library
130 Black Bridge Rd.
Camp Verde, AZ 86322

Participants:

Members of the development team were present to answer any questions:

Patrick Clifton & Ian Clifton (CFT Ventures, LLC)
Matt Mancini (3 Engineering, LLC)
Chris Thomas (Cavco Homes)
Adam Baugh (Withey Morris, PLC)

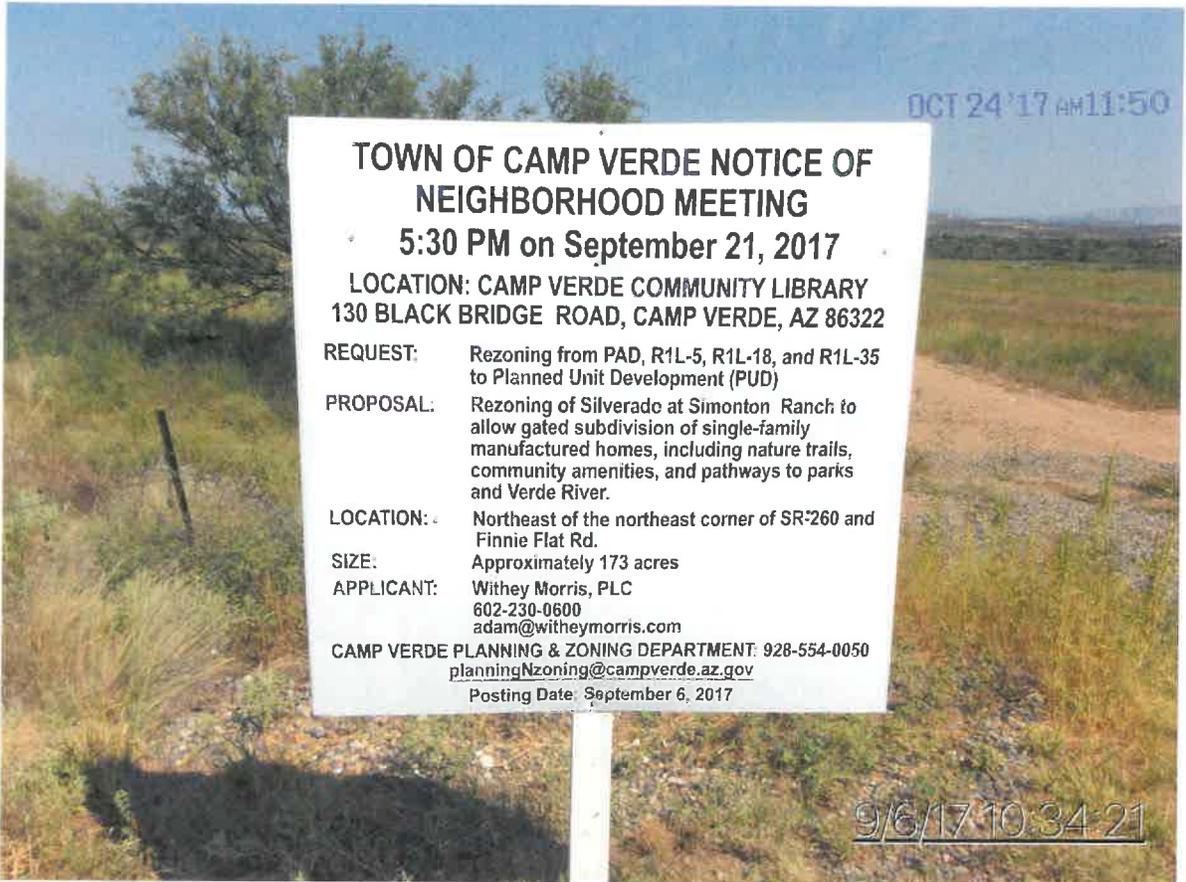
Summary:

Notice of the meeting was sent to property owners within 600' of the property. The meeting was well-attended, with nineteen neighbors completing the sign-in sheet. Exhibits were presented showing details of the conceptual site plan and renderings of the proposed community.

The development team walked the neighbors through the project, first discussing the history of the site and what led to the current proposal. The team then laid out the design concept, describing the housing product with the help of Chris Thomas from Cavco Homes and detailing the extensive offering of amenities that will be incorporated into the community. Finally, the team discussed the operations and management of the community and the next steps in the rezoning process for the project.

During the meeting, the team answered neighbors' questions and solicited feedback on the project. Questions focused on the timing of the development, prior approvals and density, water supply and utility service, property ownership (including public lands), amenities, open space, landscape design, product type, lease arrangements, and design/access of the Verde River trailhead parking lot on Homestead Parkway. Contact information for the development team was provided to the attendees in case there was a need for individual follow-up.

Since the last neighbor meeting, the applicant has received only one call from a community resident inquiring about the meeting summary and project details. The applicant will continue to update staff as additional resident inquiries are made.



**TOWN OF CAMP VERDE NOTICE OF
NEIGHBORHOOD MEETING**

5:30 PM on September 21, 2017

**LOCATION: CAMP VERDE COMMUNITY LIBRARY
130 BLACK BRIDGE ROAD, CAMP VERDE, AZ 86322**

REQUEST: Rezoning from PAD, R1L-5, R1L-18, and R1L-35
to Planned Unit Development (PUD)

PROPOSAL: Rezoning of Silverado at Simonton Ranch to
allow gated subdivision of single-family
manufactured homes, including nature trails,
community amenities, and pathways to parks
and Verde River.

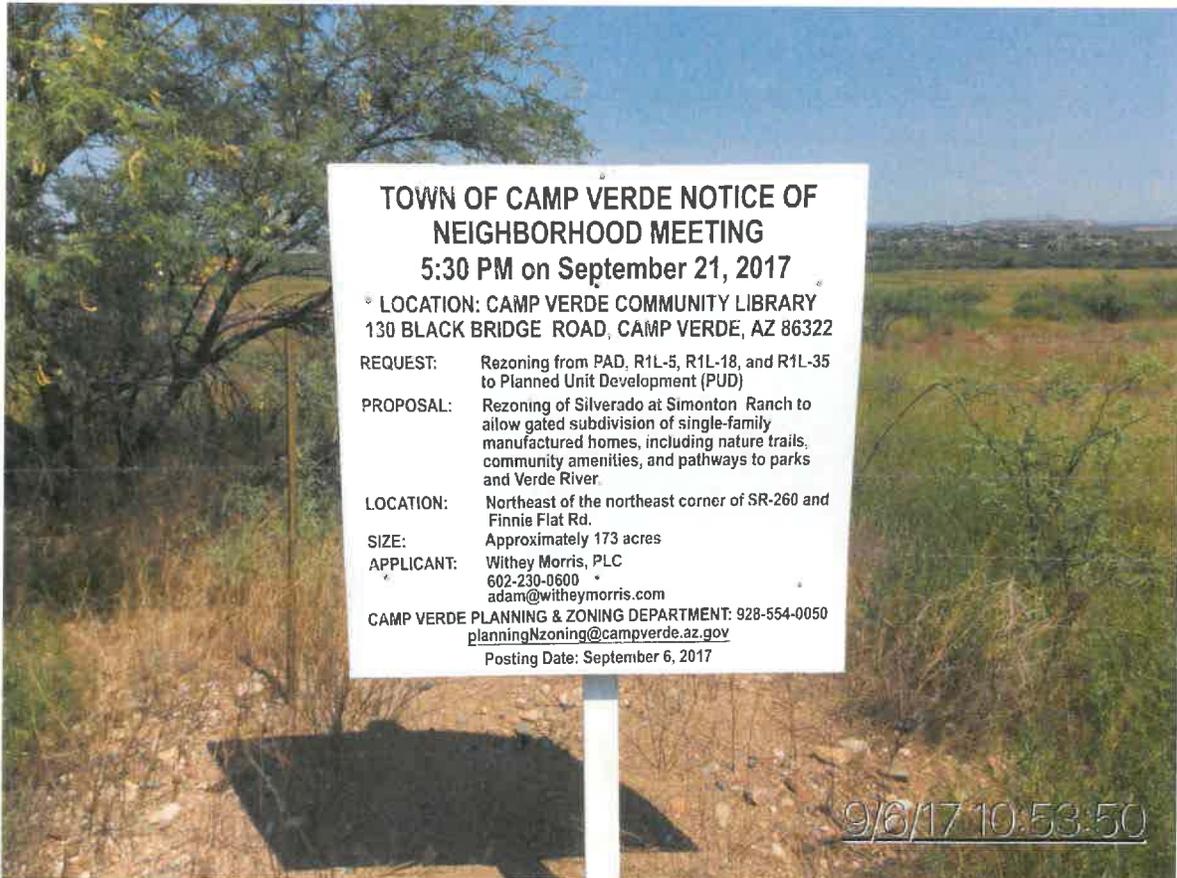
LOCATION: Northeast of the northeast corner of SR-260 and
Finnie Flat Rd.

SIZE: Approximately 173 acres

APPLICANT: Withey Morris, PLC
602-230-0600
adam@witheymorris.com

CAMP VERDE PLANNING & ZONING DEPARTMENT: 928-554-0050
planningnzoning@campverde.az.gov

Posting Date: September 6, 2017



**TOWN OF CAMP VERDE NOTICE OF
NEIGHBORHOOD MEETING**

5:30 PM on September 21, 2017

**LOCATION: CAMP VERDE COMMUNITY LIBRARY
130 BLACK BRIDGE ROAD, CAMP VERDE, AZ 86322**

REQUEST: Rezoning from PAD, R1L-5, R1L-18, and R1L-35
to Planned Unit Development (PUD)

PROPOSAL: Rezoning of Silverado at Simonton Ranch to
allow gated subdivision of single-family
manufactured homes, including nature trails,
community amenities, and pathways to parks
and Verde River.

LOCATION: Northeast of the northeast corner of SR-260 and
Finnie Flat Rd.

SIZE: Approximately 173 acres

APPLICANT: Withey Morris, PLC
602-230-0600
adam@witheymorris.com

CAMP VERDE PLANNING & ZONING DEPARTMENT: 928-554-0050
planningnzoning@campverde.az.gov

Posting Date: September 6, 2017

AFFIDAVIT OF SIGN POSTING

The undersigned Applicant has complied with the Town of Camp Verde's posting requirements located at the Northeast of the northeast corner of SR-260 and Finnie Flat Rd, on September 6, 2017

See attached photo exhibit.

For applicant:

Withey Morris, PLC

Dynamite Signs, Inc.

Sign Company Name

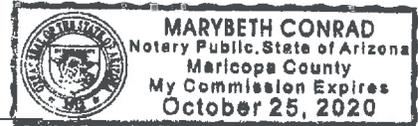
Meghan Liggett
Sign Company Representative

Subscribed and sworn to be on this 6th day of September, 2017 by
Meghan Liggett.

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

MaryBeth Conrad
Notary Public

My Commission expires: 10-25-20





September 5, 2017

001 24 '17 AM 11:50

Re: Neighborhood Meeting – Silverado at Simonton Ranch

Dear Neighbor:

The purpose of this letter is to provide you with information about an upcoming neighborhood meeting to discuss the proposed rezoning of the subdivision known as Silverado at Simonton Ranch, generally located east of State Route 260 and north of Finnie Flat Road (the "Property") as shown on the attached map.

As you may recall, the Property was originally rezoned PAD to permit a residential subdivision in 1999. In April 2006, the Town of Camp Verde approved a final plat for a portion of the Property for a single-family subdivision. As the economic recession began in 2007, plans for the development stalled and the Property remains undeveloped to this day.

The owners are now ready to move forward with the development of Silverado at Simonton Ranch and are proposing a replat of a portion of the subdivision as well as a rezoning update to Planned Unit Development (PUD) to allow new residential use types and standards. The proposed development will consist of a large, gated subdivision of single-family manufactured homes with nature trails, community amenities, and pathways to parks and the Verde River.

If you are interested in learning more about the proposed development, we invite you to attend a neighborhood meeting we will be hosting at:

Location: Town of Camp Verde Community Library (Fireside Room)
130 Black Bridge Road
Camp Verde, AZ 86322

Date: Sept 21, 2017

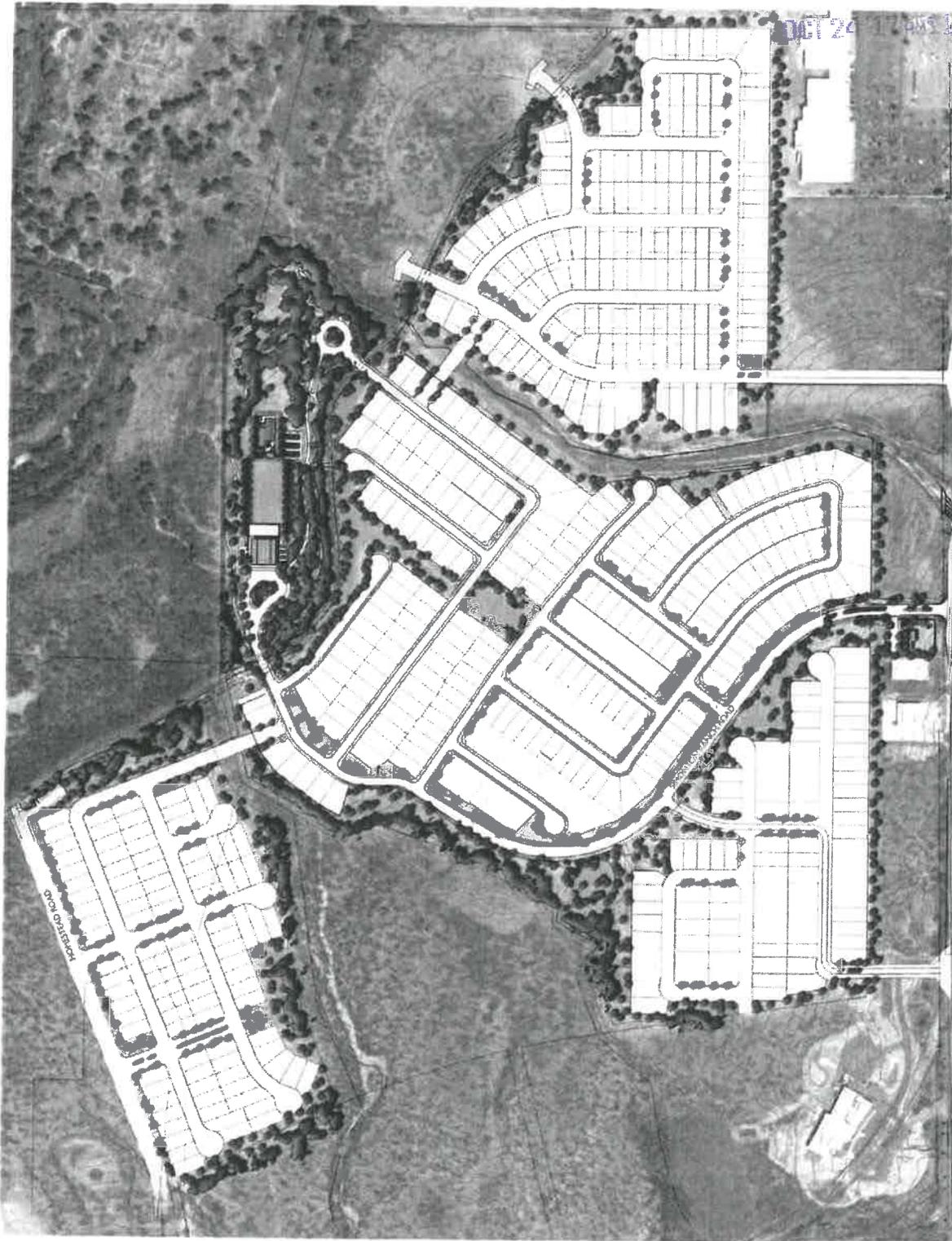
Time: 5:30 pm

If you have any questions about the meeting or comments about the proposed development, please contact my office at your convenience.

Sincerely yours,

WITHEY MORRIS P.L.C.

A handwritten signature in black ink, appearing to read 'G. Adam Baugh'.
G. Adam Baugh



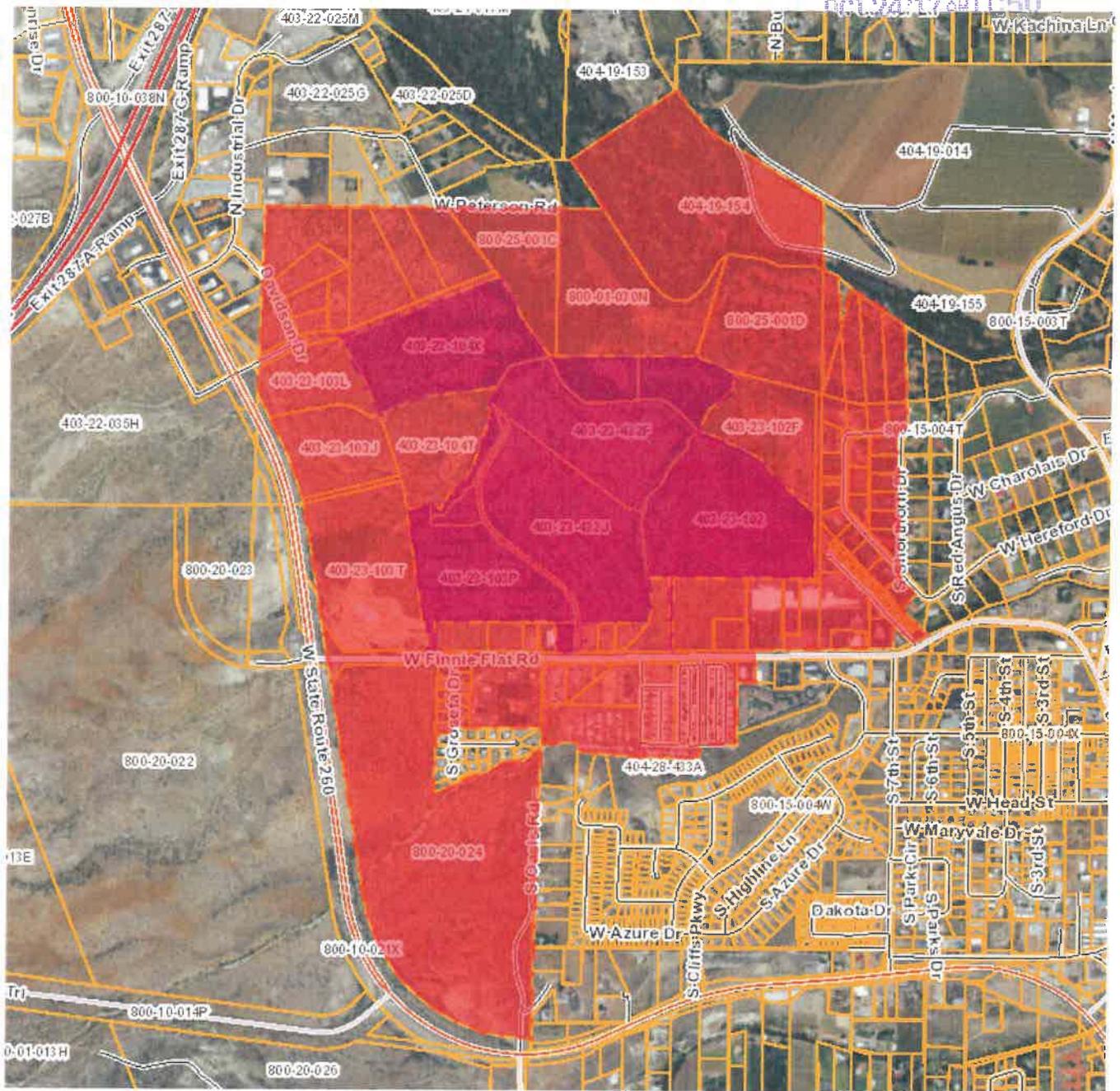
DET 26 11 455 1150

SILVERADO at SIMONTON RANCH
Overall Landscape Plan

JULY 14 2017



600' Mailing Map



Silverado at Simonton Ranch – Camp Verde, AZ



AIUTO MARIO P & RONDA J JT (BD)
PO BOX 2421
CAMP VERDE, AZ 86322

ALLEN SANDRA G
2819 E TAYLOR ST
PHOENIX, AZ 85008

ARIZONA DEPARTMENT OF PUBLIC
SAFETY
2222 W ENCANTO BLVD
PHOENIX, AZ 85009

BANK ONE NA
PO BOX 1919
WICHITA FALLS, TX 76307

BASHAS INC
PO BOX 488
CHANDLER, AZ 85244

BAST THOMAS A & DOROTHY F JT
360 W FINNIE FLAT RD #16
CAMP VERDE, AZ 86322

BEAVER CREEK DEVELOPMENT
COMPANY
PO BOX 35
JEROME, AZ 86331

BROCK PATRICIA L (BD)
360 W FINNIE FLAT RD UNIT 15
CAMP VERDE, AZ 86322

BROWN DUANE E & PENNY R TRUST
123 W BLUEBIRD LN
PAYSON, AZ 85541

C3D ENTERPRISES LLP
PO BOX 860
CAMP VERDE, AZ 86322

CAMP VERDE GRAND LLC
4785 FRANKTOWN RD
WASHOE VALLEY, NV 89704

CAMP VERDE MADRE LLC
PO BOX 2873
SHOW LOW, AZ 85902

CHANDLER MARJORIE LUCILLE
320 S GROSETA DR
CAMP VERDE, AZ 86322

CHRITTON GEORGE A JR TRUST AKA
360 W FINNIE FLAT RD APT 8
CAMP VERDE, AZ 86322

CIRCLE K STORES INC
1130 W WARNER RD APT W
TEMPE, AZ 85284

CORCORAN BOBBY & SANDRA RS
460 W ANGUS DR
CAMP VERDE, AZ 86322

CORNVILLE COMMERCIAL PROPERTIES
LLC
723 COVE PKWY STE A
COTTONWOOD, AZ 86326

COUNTY LINE LLC
1060 N NEEDLES CREEK DR
SHOW LOW, AZ 85901

DALEY ESTHER A (BD)
360 W FINNIE FLAT RD #21
CAMP VERDE, AZ 86322

DE VRIES MELISSA D & DALE V RS
445 W HEREFORD DR
CAMP VERDE, AZ 86322

DESATNICK NANCY B
360 W FINNIE FLAT RD
CAMP VERDE, AZ 86322

DICKSON JERRY E AND MARILYN A JT
465 W ANGUS DR
CAMP VERDE, AZ 86322

DOERING WILLIS P RECOVERABLE LIVING
TRUST
420 W ANGUS DR
CAMP VERDE, AZ 86322

DOMBROWSKI BYRON D & MARGARET
S FAM TR
395 W HEREFORD DR
CAMP VERDE, AZ 86322

DOUVIKAS JAMES & AUDREY J RS
360 W FINNIE FLAT RD UNIT #4
CAMP VERDE, AZ 86322

DOUVIKAS VICKI & JASON RS
360 W FINNIE FLAT RD APT 1
CAMP VERDE, AZ 86322

DUFFEL 2001 REV INTER VIVOS TRUST
1430 WILLOW PASS RD
CONCORD, CA 94520

EDWARDS JAMES M (BD) & NORMA
JEAN JT
PO BOX 1574
CAMP VERDE, AZ 86322

EMORY TAMMY R
PO BOX 334
CAMP VERDE, AZ 86322

ESPERE CHRISTOPHER P & CATHERINE
RS
34 SHORTHORN DR
CAMP VERDE, AZ 86322

FEDERAL NATIONAL MORTGAGE
ASSOCIATION

14221 DALLAS PKWY STE 1000
DALLAS, TX 75254

GB INVESTMENT COMPANY
PO BOX 488
CHANDLER, AZ 85244

HENDERSON FLOYD W & ROBERTA J RS
360 W FINNIE FLAT RD APT 11
CAMP VERDE, AZ 86322

KAVANAGH MICHAEL W & ROSELYN J
RS
412 HEREFORD DR
CAMP VERDE, AZ 86322

LAND OF THE ROTTENS LLC
6760 E SERENO CT
PRESCOTT VALLEY, AZ 86314

LUCAS DAVID P
375 S GROSETA DR
CAMP VERDE, AZ 86322

O'REILLY AUTO ENTERPRISES LLC
PO BOX 06116
CHICAGO, IL 60606

PETRIE RICKY
290 S GROSETA DR
CAMP VERDE, AZ 86322

REDDELL DOUGLAS W & SANDIE K
TRUST
452 W HEREFORD DR
CAMP VERDE, AZ 86322

RIVERS VIEW LLC
340 W ANGUS DR
CAMP VERDE, AZ 86322

FEDERER MARK CURTIS & CYNTHIA D
RS

300 S GROSETA DR
CAMP VERDE, AZ 86322

GILBERT JUDY &
1655 S SULLIVAN RD STE B
CAMP VERDE, AZ 86322

JOHNSTON HOWARD
9626 E KALIL DR
SCOTTSDALE, AZ 85260

KEEL ROBERT J &
PO BOX 2718
CAMP VERDE, AZ 86322

LARSON MARK W
255 W HEREFORD DR
CAMP VERDE, AZ 86322

MCFALL KENNETH E & SHARON K JT
PO BOX 458
LAKESIDE, AZ 86322

PATEL KANAIYALAL & BHAGVATIBEN JT
1529 W BLAYLOCK DR
PHOENIX, AZ 85085

PROCUNIER FAMILY FOUNDATION
7376 W BROOKHART WAY
PEORIA, AZ 85383

REEVES 2000 FAMILY TRUST,
SURVIVORS TRUST
PO BOX 93
CAMP VERDE, AZ 86322

RUIZ TIMOTHY & TINA RS
2221 SIERRA VERDE RD
CAMP VERDE, AZ 86322

FINNEY FLATS LLC
5200 N CAMINO SUMO
TUCSON, AZ 85718

HAUSER KEVIN & CLAUDIA E RS
PO BOX 2291
CAMP VERDE, AZ 86322

JONES RAYMOND DEAN & HELEN
EILEEN TRUST
360 W FINNIE FLAT RD APT 13
CAMP VERDE, AZ 86322

LAGOY GARY L
355 S GROSETA DR
CAMP VERDE, AZ 86322

LIENHART MASON W
3345 E MESQUITE TRL
CAMP VERDE, AZ 86322

NOONE 4650 LLC
863 N GARNER LN
CAMP VERDE, AZ 86322

PAYDAR FARSHID
410 ARROYO PINON DR
SEDONA, AZ 86336

RATLIEF BARBARA JEAN
360 W FINNIE FLAT RD #14
CAMP VERDE, AZ 86322

REINHOLD SURVIVORS TRUST
339 E TURKEY TRACK LN
PINETOP, AZ 85935

SCHNEIDER DAVID UI &
1916 S GILBERT RD STE 5
MESA, AZ 85204



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SHOWERS TRUST
360 W FINNIE FLAT RD APT 20
CAMP VERDE, AZ 86322

SIKORSKI JUDITH A (BD)
360 W FINNIE FLAT RD APT 7
CAMP VERDE, AZ 86322

SIMONTON RANCH 1 LLC
310 N PORTLAND AVE
GILBERT, AZ 85234

SIMONTON RANCH 17 LLC
310 N PORTLAND AVE
GILBERT, AZ 85234

SIMONTON RANCH 4 LLC
310 N PORTLAND AVE
GILBERT, AZ 85234

SIMONTON RANCH 9 LLC
310 N PORTLAND AVE
GILBERT, AZ 85234

SMECK STARR L (BD)
PO BOX 2067
CAMP VERDE, AZ 86322

SPOKEN WORD TABERNACLE INC
PO BOX 4675
CAMP VERDE, AZ 86322

STATES JOSHUA C &
43905 N 16TH ST
NEW RIVER, AZ 85087

SUTCH FAMILY 2006 TRUST
212 MAKO DR
HENDERSON, NV 89002

TAYLOR STEVEN WILLIAM
360 W FINNIE FLAT RD APT 12
CAMP VERDE, AZ 86322

THEIS ZACHARY
490 W ANGUS DR
CAMP VERDE, AZ 86322

THORSON TOM B & NANCY BURN RS
360 W FINNIE FLATS RD #5
CAMP VERDE, AZ 86322

TLM FAMILY LIVING TRUST
5821 E KINGS AVE
SCOTTSDALE, AZ 85254

TOMES MARCUS B & CHERYL L JT
PO BOX 2629
CAMP VERDE, AZ 86322

TOWN OF CAMP VERDE
473 S MAIN ST STE 102
CAMP VERDE, AZ 86322

TRYON DUGALD J & KATHRYN A JT
44 SHORTHORN DR
CAMP VERDE, AZ 86322

VERDE OUTPOST TWNHSES & PT HMS
ASSOC INC
PO BOX 1002
CAMP VERDE, AZ 86322

VERDE RIVER PROPERTIES LLC
310 N PORTLAND AVE
GILBERT, AZ 85234

VERDE VALLEY ARCHAEOLOGY CENTER
INC
385 S MAIN ST
CAMP VERDE, AZ 86322

VERDE VALLEY INVESTMENT PARTNERS
X LLC
9393 N 90TH ST STE 110
SCOTTSDALE, AZ 85258

VERDE VALLEY INVESTMENT PARTNERS
XI LLC
9393 N 90TH ST STE 110 PMB 259
SCOTTSDALE, AZ 85258

VERDE VALLEY MEDICAL CENTER
269 S CANDY LN
COTTONWOOD, AZ 86326

VERDE VALLEY MEDICAL CENTER
269 S CANDY LN
COTTONWOOD, AZ 86326

WITT ROBERT M & DEBRA L RS AKA
465 W HEREFORD DR
CAMP VERDE, AZ 86322

WRIGHT FAMILY REVOCABLE TRUST
7731 PINE CANYON DR
FLAGSTAFF, AZ 86004

YAVAPAI COUNTY FLOOD CONTROL
DIST
1120 COMMERCE DR
PRESCOTT, AZ 86305

ZWICKL ROLLAND M & THERESA RS
PO BOX 473
AGUANGA, AZ 92536

DRAFT MINUTES
Regular Session & Public Hearing
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
CAMP VERDE, AZ. 86322
COUNCIL CHAMBERS STE. 106
THURSDAY, DECEMBER 7, 2017
6:30 PM

Because All Commission meetings will end at 9 PM, any remaining agenda items will be heard at the next Commission meeting.

1. Call to Order

Chairman B.J. Davis called the meeting to order at 6:30 p.m.

2. Roll Call

Chairman B.J. Davis, Vice Chairman Teresa Helm, Commissioners, Greg Blue, Bruce George, Jim Hisrich and Chip Norton were present. Commissioner Dave Freeman was absent.

Also Present

Community Development Director Carmen Howard, Town Planner Melinda Lee, and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Vice Chair Teresa Helm 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 the Commission so requests.*

a. Approval of Minutes:

November 9, 2017 – Special Session

b. Set Next Meeting, Date and Time: as needed

Motion was made by Commissioner Norton to accept the consent agenda as presented. Second was made by Commissioner Blue. **Motion carried** unanimously.

5. Call to the Public for Items Not on the Agenda - *Residents are encouraged to comment about any matter not included on the agenda. State law prevents the Commission from taking any action on items not on the agenda, except to set them for consideration at a future date*

There were no comments from the Public.

6. Public Hearing and Discussion regarding; 1) Street Abandonment of the existing right-of-way for the Hualapai Drive entrance of the Rio Verde Vista Subdivision, from State Route 260 east to Hualapai Drive for a length of approximately 169.5 feet, splitting the property equally between the existing Tract "B" and Tract "C". 2) Dedication of the north 25' of Tract "B" in Rio Verde Vista Subdivision to the Town of Camp Verde as future right-of-way for Dickison Circle. 3) Approval of an Amended Plat of a portion of the Rio Verde Vista Subdivision done to correct survey errors contained on the original plat so that the aforementioned abandonments and dedications may be accurately done.

This item was pulled from the agenda.

7. Possible Recommendation to the Town Council regarding; 1) Street Abandonment of the existing right-of-way for the Hualapai Drive entrance of the Rio Verde Vista Subdivision, from State Route 260 east to Hualapai Drive for a length of approximately 169.5 feet, splitting the property equally between the existing Tract "B" and Tract "C". 2) Dedication of the north 25' of Tract "B" in Rio Verde Vista Subdivision to the Town of Camp Verde as future right-of-way for Dickison Circle. 3) Approval of an Amended Plat of a portion of the Rio Verde Vista Subdivision done to correct survey errors contained on the original plat so that the aforementioned abandonments and dedications may be accurately done.

This item was pulled from the agenda.

8. **Public Hearing and Discussion regarding an application submitted by John Stoumbis, requesting an amendment to the Town Zoning Map to change the zoning classification from C2-4 District (Commercial: General Sales & Service, 4,000- Square-Foot Minimum Lot Size) to C2 PAD (Commercial: General Sales & Service, Planned Area Development), to establish a Recreational Vehicle (RV) Park. The property is located at 27 W. Head Street, on Parcel 404-28-063J, in Camp Verde, Yavapai County, Arizona.**

Actions:

Declare Public Hearing Open at 6:32 pm

Call for Staff Presentation:

Planner Melinda Lee stated the applicants are present tonight. She went on to explain that Mr. Stoumbis is proposing a small RV Park of approximately 9-10 spaces on a .42-acre parcel. Under the RV Park development regulations, the required space size of 1500 square feet would not permit this number of spaces; however, using the PAD process, the applicant was able to demonstrate that the recreational vehicle unit parking, vehicle parking, maneuverability, and proper separations may be achieved within reduced areas for the RV spaces. The spaces are proposed to be 37 ft x 25 ft; 925 square feet. There will be an on-site office with 2 parking spaces, restrooms, and laundry facility. The proposal was based on a similar RV Park, owned and operated by Mr. Stoumbis, in Cottonwood. The park will have access to city sewer and water. Ms. Howard explained this is a preliminary review of the site plan as part of the PAD process. There will be more details relating to the actual development of the site itself at a later time. This is to let the Commission know it functions.

Call for Applicant Presentation-

Applicant John Stoumbis thanked the Commission for their help and direction. He explained this is the preliminary zoning step. Commissioner Norton asked if he had a screening plan. Mr. Stoumbis would like to have trees be placed along street side and place oleanders between the apartment complex and property in the back. Commissioner Norton asked if this is a "long term stay park". Mr. Stoumbis explained he would rent the spaces on a weekly or monthly basis. This would help with the process if he would have to ask someone to leave. This would require a 24-hour notice instead of 30-day notice. Commissioner Hisrich asked if there was a maximum amount of days for per stay. Mr. Stoumbis stated, no, not as of yet. He explained he has strict guidelines to allow them to stay for a longer term. Commissioner Hisrich asked if there was a neighborhood meeting held to review the plan. Mr. Stoumbis stated that yes there was a neighborhood meeting and people asked about his background and expressed their traffic concerns. Mr. Stoumbis explained this is an adult RV Park (not for children). Children would be restricted for a long term stay. Chairman Davis asked if any of the residents from the four-plex or the house that is south of the proposed park, attended the Public Meeting. Mr. Stoumbis stated no.

Call for Comments from the Public:

Steve Irwin stated his question his question was answered; it was about the extended stay.

Call for Staff Rebuttal/Clarification, if appropriate – staff supports this application:

Nothing further.

Declare Public Hearing Closed at 6:52pm.

Call for Commission Discussion:

Commissioner George said he visited the applicant's RV Park in Cottonwood and said it looked nice. Commissioner Norton agreed and stated the property does look nice and the owners did a good job cleaning it up.

Call for Staff Comments:

Nothing further.

9. **Possible Recommendation to the Town Council regarding an application submitted by John Stoumbis, requesting an amendment to the Town Zoning Map to change the zoning classification from C2-4 District (Commercial: General Sales & Service, 4,000-Square-Foot Minimum Lot Size) to C2 PAD (Commercial: General Sales & Service, Planned Area Development), to establish a Recreational Vehicle (RV) Park. The property is located at 27 W. Head Street, on Parcel 404-28-063J, in Camp Verde, Yavapai County, Arizona.**

Actions:

Call for Motion:

Motion was made by Commissioner Blue to approve the application to change the zoning classification from C2-4 district (commercial: general sales & service, 4,000-square-foot minimum lot sizes) to C2 PAD (commercial: general sales & service, planned unit development), as requested by the property owner, John Stoumbis, to develop an RV Park. The property is located at 27 W. Head Street, on parcel 404-28-063J. Second was made by Commissioner George.

Call for Discussion of Motion:

None needed.

Call for the Question:

Motion carried unanimously.

10. **Public Hearing and Discussion regarding an application submitted by Withey Morris, PLC, requesting an amendment to the Town Zoning Map to change the zoning classification from PAD (Planned Area Development), R1L-5, R1L-8, and R1L- 35, (Residential: Single Family Limited, 5,000-, 8,000-, and 35,000-Square-Foot Minimum Lot Sizes), to R1 PAD (Residential: Single Family, Planned Area Development), for an approximately 173-acre, single family residential development and associated amenities; and to change the zoning classification from C2 (Commercial: General Sales & Service) to C2 PAD (Commercial: General Sales & Service, Planned Unit Development) for a one-acre parcel at the northwest corner of Finnie Flat Road and the proposed subdivision entrance. The property is located on the north side of Finnie Flat Road, just east of the State Route 260 intersection, and includes Parcels 403-23-102, 403-23-102U, 403-23- 104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23- 432E, 403-23-415B, and 403-23-103X, in Camp Verde, Yavapai County, Arizona.**

Actions:

Declare Public Hearing Open at 6:55 pm.

Call for Staff Presentation:

CDD Carmen Howard gave the background on the Planned Area Development request. The subject property is approximately 172.5 acres generally located east of State Route 260 and north of Finnie Flat Road. The Property is largely vacant land, zoned PAD (Planned Area Development) for residential uses. The Property was originally zoned PAD in 1999 for a 360-acre commercial and residential development called "The Homestead at Camp Verde." The PAD was amended twice in 2005 and twice more in 2006 which effectively changed the zoning and densities on some of the parcels. In April 2006, the Town of Camp Verde approved a final plat for a portion of the property for site-built, single-family homes. As a result of the economic recession, plans for the development stalled and the property remains undeveloped. The developer, CFT Ventures, LLC, is acquiring a portion of the former Planned Community with the intention to develop the site for a new subdivision of manufactured homes and amenities, called Silverado at Simonton Ranch. The applicant proposes re-platting of a portion of the subdivision as well as rezoning the property to R1-PAD to allow new residential use types and standards. The proposed development will consist of a large, gated subdivision of single-family manufactured homes with nature trails, community amenities, and pathways to parks and the Verde River. The developer also plans on putting in a restroom and parking lot at the Homestead Trailhead for public benefit. This community is a proposed Senior Community, which the area study shows the need for this type of housing.

Ms. Howard stated the Clifton Group has put together a great plan. The applicant and town staff have done all the requirements relating to this request. They have not received any comments from the public. She explained that this step is the rezoning step and there will be another meeting for reviewing the plat and detailed Development Plan at a later date. According to the fiscal analysis, this development should generate substantial revenue for the Town of Camp Verde. Staff recommends this project.

Commissioner George asked if the roads will be private and could the town, at some time, be asked to take care of the roads. Ms. Howard stated the roads will be private but developed to town standards, in case the town would be asked to take care of them at a later date.

Call for Applicant Presentation:

Adam Baugh, Withey Morris, PLC, representing CFT Ventures, stated that he works in rural communities all over AZ. He stated the Town has a fantastic staff. He gave a brief presentation regarding the zoning request and

stated a more detail plan for the community will follow. He explained this is a “proposed” gated, senior living home plan with craftsman-themed homes. It will be developed in a series of phases. The houses will be sitting on normal sized lots, with normal yards. This community has been planned with quite a few amenities which include; trails for UTV’s & walking, BBQ’s, swimming pools, pickle ball courts and a barn that could be used for a farmer’s market & craft sales. Community garden areas are also drawn into the plan. The benefit back to the community would be the developer has planned on putting a parking lot with restrooms at the beginning of a trailhead that goes along the Verde River. He explained that not a lot has changed since the first plan was submitted. The only big change, is the developer is asking for manufactured homes as the housing types that would be offered. These homes would be made by CAVCO. The design of the homes is yet to be determined. He went on to explain that the homeowner would purchase the home but would lease the land from the property owner. Mr. Baugh explained there was a neighborhood meeting in advance before filing this application. They went ahead and did a wider notice area to get good feedback. He said a lot of people were unaware of the previous zoning approvals. The developer is anxious to begin this project.

Chairman Davis is excited about the community garden idea, and urges them to focus on keeping this idea. This is an agricultural community. One of the ways of keeping the rural identity is keeping the agriculture in the community and requested to make it a priority.

Commissioner Hisrich asked if the home owner could sell the home or move the home if decide didn’t want to stay. Mr. Baugh stated that this option is available but doesn’t see too many of the homes being removed because it is a senior living community. They assume most residents will want to stay.

Developer, Patrick Clifton stated he loved working with staff, and looks forward to making this project a reality. He would like to use the words “age restricted” instead of “senior living” to be able to include younger retirees. He stated that when he was planning for this project he kept coming back to “more for less” idea. He stated that planning amenities that you cannot find in other communities and providing affordable housing is a high priority. They have researched the average costs of the competition. This would be his Legacy Project. He hopes to keep the home prices between \$130,000-\$140,000, which is 25-30% less than the competition. He expects the land rent to be about \$450 per month. There is huge demand for affordable age-restricted homes for those people who want to move from Phoenix and be in a central location. He hasn’t done anything like this before but is partnering with people who have. He would like to start the project by early summer.

Brian O’Connor stated that this project is modeled after the Montesa Community, which is in Gold Canyon, AZ. In this community, one cannot tell the difference between neighboring stick built homes in the area.

Chairman Davis stated that this area needs more affordable housing for families. Would they consider that type of housing? Mr. Clifton stated there has been some conversations with Steve Ayers, and they have considered it but it would probably be a separate community. They will continue to explore this option with staff.

Mr. O’Connor stated this community would not have a HOA fee because it is relatively cheap to maintain the amenity spaces. Chairman Davis asked if the residents wanted to build another type of amenity, would they consider that; Mr. Clifton stated that if there is enough traction to build another amenity, and enough interest from community they would be open to that idea.

Jeff Severe, a CAVCO West representative stated these homes will be built in Phoenix. Chairman Davis asked what type of foundation they will be set on. Mr. Severe stated that 95% of manufactured homes sit on a pad or pier foundation. This is the typical set up. Wider units will require a larger foundation. They would then place a skirt around bottom and backfilled so the units will be at grade level. Chairman Davis asked what type of labor would be needed for site work. Mr. Severe stated that 15% of the work will be on site labor, which will utilize local labor. The need for local labor will depend on the pace of the homes being built.

Mr. O’Connor stated they would like to promote a “Front Porch” type of neighborhood or an “old school” front yard. Commissioner Blue asked if all the homes would have a garage. Mr. Clifton stated that everyone will have an enclosed carport, with an option to choose the garage upgrade. The add-ons and finishes will be up to homeowners.

Chairman Davis asked what kind of aesthetic they can count on. There will be 4-6 floorplans to choose from. Commissioner Blue asked if there would be enough guest parking. Mr. Baugh stated the plots are typical of a stick built homes with some on-site guest parking and plenty of space on the street for guests to park in front of home.

Call for Comments from the Public:

Dave and Vicky Stradling are in support of this community.

Rob Witt quoted studies and described three articles regarding why these homes would be appropriate for the area. Retirees and seniors like services and amenities. It will bring more jobs and income into the community.

Jay Lamereaux belongs to the Fuller Family, who were part of the original homesteaders. This community would benefit Camp Verde. He is in support of this proposal.

Memi Perkins, part of the original homesteader family as well, stated it is depressing to see empty store fronts. This is an exciting opportunity and the developer is committed to the project. She had high praise for CAVCO who stayed and took care of warranty work for Fleetwood when they went out of business. She feels CAVCO has quality construction and the designs are fabulous. She desires for the Town to push forward/move forward and make some money.

Call for Staff Rebuttal/Clarification, if appropriate – staff supports this application:

Ms. Howard wanted to emphasize that this is very much in line with the General Plan.

Declare Public Hearing Closed at 8:02pm.

Call for Commission Discussion:

Commissioner Blue wanted to clarify that there will only be a sidewalk on one side of the street. Ms. Howard stated that this should create more of a community atmosphere.

Call for Staff Comments:

No further comments.

11. **Possible Recommendation to the Town Council regarding an application submitted by Withey Morris, PLC, requesting an amendment to the Town Zoning Map to change the zoning classification from PAD (Planned Area Development), R1L- 5, R1L-8, and R1L-35, (Residential: Single Family Limited, 5,000-, 8,000-, and 35,000-Square-Foot Minimum Lot Sizes), to R1 PAD (Residential: Single Family, Planned Area Development), for an approximately 173-acre, single family residential development and associated amenities; and to change the zoning classification from C2 (Commercial: General Sales & Service) to C2 PAD (Commercial: General Sales & Service, Planned Unit Development) for a one-acre parcel at the northwest corner of Finnie Flat Road and the proposed subdivision entrance. The property is located on the north side of Finnie Flat Road, just east of the State Route 260 intersection, and includes Parcels 403-23-102, 403-23-102U, 403-23- 104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23- 432E, 403-23-415B, and 403-23-103X, in Camp Verde, Yavapai County, Arizona.**

Actions:

Call for Motion:

Motion was made by Commissioner George to approve an application for zoning map change, as requested by the Withey Morris, PLC, to change the zoning classification from PAD (planned area development), R1L-5, R1L-8, and R1L- 35 (residential: single family limited, 5,000, -, 8,000-, and 35,000-square-foot minimum lot sizes) to R1 PAD (residential: single family, planned area development). The property is located on the north side of Finnie Flat Road, just east of the State Route 260 intersection, on parcels 403-23-102, 403-23-102U, 403-23-104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23- 429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23-432E, 403-23-415B, and 403-23-103X. Second was made by Commissioner Norton.

Call for Discussion of Motion:

None needed.

Call for the Question:

Motion carried unanimously.

*** There Will Be No Public Input on the Following Items:**

12. Discussion, direction to staff, and possible action relating to the siting of Off-site Marijuana Cultivation facilities in M1, M2 Districts – Resource: CDD Carmen Howard

CCD Carmen Howard explained that currently town code allows for medical marijuana grow facilities in C3 Zoning. A grow facility doesn't benefit the town much because they don't generate tax revenue or create a lot of jobs. Grow facilities would be more appropriately situated in an M1 Zoning for industrial type zoning. Ms. Howard wanted to bring this to the Planning and Zoning Commission to get their recommendation as to whether or not to pursue this. Chairman Davis thinks it's a great idea. He has no problem restricting grow operations to M1, M2 Districts.

Commissioner Norton thinks it's a good idea and wanted to make sure Ms. Howard has checked with the attorney. Ms. Howard has checked with attorney and this is fine with him.

Direction was given to staff to put it on a future agenda.

13. Current Events

(Individual members of the Commission may provide brief summaries of current events and activities. These summaries are strictly for the purpose of informing the public of such events and activities. The Commission will take no discussion, consideration, or action on any such item, except that an individual Commission member may request an item be placed on a future agenda.)

Chairman Davis stated he attended the Council Meeting and they approved the Animal Guardian Network without restrictions. He visited the facility in Cave Creek and is convinced that their motivation is not money but the care of the animals. He feels that they will not let it get out of control; the facility was clean and didn't smell. He is convinced that the right thing to do is to let Carrie self-manage the number of animals. He urged members to visit her facility in Cave Creek and visit her Facebook page.

14. Staff Comments

None.

15. Adjournment

Motion was made by Commissioner Blue to adjourn the meeting. Second was made by Commissioner Helm. **Motion carried** unanimously. Meeting was adjourned at 8:13 PM

Chairman B.J. Davis

CDD Carmen Howard

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the Regular Session & Public Hearing of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 7th day of December 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 7th day of December 2017.

Jennifer Reed

Jennifer Reed, Recording Secretary



Town of Camp Verde

Agenda Item Submission Form / Section I: Resolution approving TOCV and CFT Ventures Silverado at Simonton Ranch Development Agreement

Meeting Date: December 6, 2017 Town Council Meeting

- Consent Agenda
 Recommendation to Council
 Executive Session Requested
 Presentation Only
 Action/Presentation

Requesting Department: Community Development
Staff Resource/Contact Person: Carmen Howard, Community Development Director

Agenda Title (be exact):

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND CFT VENTURES, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR LONG-TERM DEVELOPMENT OF CERTAIN REAL PROPERTY ON APPROXIMATELY 173 ACRES GENERALLY LOCATED NORTH OF W FINNIE FLAT ROAD AND EAST OF W STATE ROUTE 260 WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE.

List Attached Documents:

- Resolution 2018-996 with exhibits

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

Reviews Completed by:

- Department Head: Carmen Howard
 Town Attorney review:

Comments:

Comments: Resolution & Waiver for Diminution in Value



RESOLUTION NO. 2018-996

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND CFT VENTURES, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR LONG-TERM DEVELOPMENT OF CERTAIN REAL PROPERTY ON APPROXIMATELY 173 ACRES GENERALLY LOCATED NORTH OF W FINNIE FLAT ROAD AND EAST OF W STATE ROUTE 260 WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE.

WHEREAS, pursuant to ARS §9-500.05A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

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

1. That certain Development Agreement dated January 3, 2018, by and between the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town") and CFT Ventures, LLC, an Arizona Corporation (hereinafter the "Developer"), said agreement being attached hereto and expressly made a part hereof and is attached as Exhibit A, be hereby entered into.
2. That the Development Agreement shall be effective thirty (30) days after passage and approval of this Resolution and in accordance with ARS §9-500.05.
3. The Waiver of Diminution of Value Claim has been signed by the developer and is attached as Exhibit B.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON JANUARY 3, 2018.

Charles C. German, Mayor Date:

Attest:

Virginia Jones, Town Clerk Date:

Approved As To Form:


Town Attorney

DEVELOPMENT AGREEMENT
Silverado

THIS SILVERADO DEVELOPMENT AGREEMENT (“Silverado Agreement “or “Agreement”) is entered into this 3rd day of January, 2018, by and between the Town of Camp Verde, an Arizona municipal corporation (“Camp Verde”), and CFT Ventures, LLC, an Arizona corporation.

RECITALS

- A. The Town of Camp Verde (the “Town”) and Harvard Investments, Inc. entered into a Development Agreement pursuant to adopted Ordinance No. 99-A142 on April 28, 1999 and recorded May 14, 1999 at Recording No. 3148200, Official Records of Yavapai County, Arizona (the “Original Agreement”)
- B. The Original Development Agreement related to the construction and development of The Homestead at Camp Verde (subsequently known as Simonton Ranch) – a mixed use development incorporating 800 single-family and 300 multi-family residences together with other land uses covering 393 acres of land generally located east of the northeast corner of State Route 260 and Interstate 17 in Camp Verde, Arizona.
- C. Pursuant to the Original Development Agreement, various phases, elements, construction and development of parts of the original Homestead at Camp Verde have been completed while other parts of the remaining 393 acres remain undeveloped.
- D. CFT Ventures, LLC (“Developer”) intends to develop approximately 172.5 acres of land that was previously a part of the original 393-acre Homestead at Camp Verde project. The 172.5 acres are generally located east of State Route 260 and north of Finnie Flat Road in Camp Verde, Arizona, (the “Property”), legally described on Exhibit A.
- E. Developer has filed an application to rezone the Property to R1 and C2 with a PAD Overlay (Case no. 2017-0395) (referred to as either the “PAD” or the “PAD Overlay”) in order to develop a residential subdivision called Silverado at Simonton Ranch (the “Development” or “Preliminary Development Plan” as defined below), which will consist of 585 single family manufactured residential homes with amenities, a commercial parcel, trailhead parking lot and restrooms as shown on the Preliminary Site Plan at Exhibit B.
- F. This Silverado Agreement is entered into by and between the Parties for the purpose of incorporating (i) the 2017 Rezone and PAD Overlay approved by the Town Council concurrently with the approval of this Development Agreement, and (ii) confirming the respective rights and obligations of the Parties hereunder.

- G. The 2017 PAD application modifies the prior development plan for the Property by (i) establishing uniform zoning for the Property, (ii) establishing a conceptual lot plan and phasing plan, and (iii) permitting manufactured housing as a residential use type for the Development. The 2017 PAD does not affect the land use entitlements and development rights on the balance of the original Homestead at Camp Verde/Simonton Ranch parcels and acreage that are not a part of the Silverado Development.
- H. Camp Verde acknowledges the development of the Property pursuant to this Silverado Agreement is consistent with Camp Verde's General Plan.
- I. The Parties acknowledge that entering into this Silverado Agreement will benefit the economic viability of Camp Verde, provide greater diversity of housing, and improve the general quality of life in Camp Verde.
- J. Developer and Camp Verde are entering into this Agreement pursuant to the provisions in A.R.S. § 9-500.05, which authorizes Camp Verde to enter into development agreements with land owners and persons having an interest in real property located in Camp Verde. The Camp Verde Town Council has authorized execution of this Agreement by Resolution No. 2018-996.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

AGREEMENTS

1. Definitions. The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1 "**Applicable Rules**" has the meaning given to it in Section 8.1 of this Agreement.

1.2 "**Approvals**" means all approvals by Camp Verde of any rezoning, replatting, site plans, building plans or other matters requiring such approval in connection with the development of the Property or any portion thereof, which shall be in accordance with Applicable Rules. An "Approval" related to construction of the Public Improvements shall refer to the approval of any Approving Authority (defined below), as applicable.

1.3 "**Approving Authority**" means Camp Verde and/or any other governmental or quasi-governmental body having the authority to approve or disapprove the permission sought.

1.4 "**Costs of Traffic Signal**" means all soft costs, such as engineering, design and inspection fees, costs of any required payment and performance or other bonds, and all hard costs, including costs of labor and materials and contractor's fees paid or incurred to construct a traffic signal on Finnie Flat Road adjacent to the Property.

1.5 "**Effective Date**" means 30-days after approval of this Agreement per ARS 19-142, as recorded in the Yavapai County Recorder's Office.

1.6 **“Final Development Plan”** means the Final Site Plan, to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council per Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. as a part of the PAD final approval process to be accomplished prior to obtaining building permits for each respective phase of development as defined in Section 1.13.

1.7 **“Force Majeure”** means flood, earthquake, fire, explosion, quarantine, tornado or windstorm, act of war (declared or undeclared), riot or other civil disturbance, strikes or other labor disturbances, acts of God or the public enemy (including acts of terrorism), sabotage, expropriation, unavailability of fuel, power or raw materials provided there are no reasonable alternatives, that wholly or partly prevents or delays the performance of any obligation arising under this Agreement and is beyond the control of the party claiming relief from such obligation. Economic conditions are force majeure.

1.8 **“Camp Verde”** means the Town of Camp Verde, Arizona, an Arizona municipal corporation.

1.9 **“Camp Verde Rules”** means all ordinances, rules, regulations, permit requirements, insurance and other requirements and other official policies or requirements of Camp Verde in effect from time to time.

1.10 **“Yavapai County”** means the County of Yavapai, Arizona, an Arizona political subdivision.

1.11 **“Developer”** means CFT Ventures, LLC, an Arizona corporation.

1.12 **“Party”** and **“Parties”** mean Camp Verde and Developer and their permitted successors and assigns.

1.13 **“Phase”** means a progressive unit or step in the development process per phasing described on Exhibit “B”, Preliminary Site Plan.

1.14 **“Phase Developer”** means any permitted assignee of the development rights under this Agreement permitted by Section 14.6 .

1.15 **“Preliminary Development Plan”** or **“Preliminary Site Plan”** means the preliminary site plan which provides initial site design and information to support a proposed PAD application.

1.16 **“Project”** means the development of the Property in accordance with the Final Development Plan and use of the Property as a residential planned area development subdivision in accordance with the Applicable Rules and the Camp Verde Rules.

1.17 **“Property”** means the real property described on Exhibit A.

1.18 **“Public Improvements”** means the improvements described in Section 7.7 and shown on Exhibit B.

1.19 **“Term of this Agreement”** means a period beginning on the Effective Date and ending twenty (20) years thereafter; provided however, that the Town’s obligation to provide municipal services to the Property, once commenced, shall survive termination of this Silverado Agreement, subject to modification as permitted by law.

2. **Incorporation of Recitals.** The Recitals stated above are true and correct and are incorporated herein.

3. **Town Services.** The Town shall provide municipal services to the Property, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the Town, except as otherwise provided herein.

4. **Utilities.** The Town and Developer acknowledge and agree that the Developer will provide the Town with a “will serve” letter from the utility providers whom will be providing service to the subject project prior to Final Development Plan approval, as required by Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1.

5. **Wastewater.** For each phase, no site plan or plat will be approved by the Town and no building permit in connection with such site plan or plat will be approved unless the Developer provides on-site wastewater improvements, and any off-site wastewater improvements as approved by the Town.

6. **Phased Infrastructure Assurances; Easements.**

6.1 The Developer acknowledges and agrees that the Town, prior to the release of infrastructure improvements permits for a particular phase of development, shall require the Developer to obtain Final Development Plan Approval for such infrastructure and provide assurances which are appropriate and necessary to assure that the installation of the required infrastructure improvements for only that specific phase of development to be completed (“Phase Infrastructure Assurance”). Methods of assurances shall be provided by the developer for each phase per Town of Camp Verde Planning and Zoning Code Section 507 B, Construction and Financial Assurances.

6.2 The Developer and its agents shall have the right to enter, remain upon, and cross over any Town easements or rights-of-way to the extent reasonably necessary to design and/or construct Property improvements, provided that the Developer’s use of such right does not materially impede or materially adversely affect the Town’s use and enjoyment of the subject property and provided also that the Developer shall restore such easements and rights-of-way to substantially the same condition as existed prior to Developer’s entry. Any improvements constructed by the Developer within the Town easements and right-of-way shall be constructed in compliance with all applicable codes, regulations and policies of the Town and, upon completion, such improvements shall be inspected by the Town Engineer, and once accepted, maintained by the Town upon dedication to and acceptance of the improvements.

7. **PAD Plan.**

7.1 The Development shall be constructed in accordance with the PAD Final Development Plan, to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council per Town of Camp Verde Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. Camp Verde agrees to use best efforts with existing resources to expedite its regulatory process with respect to all aspects of

development of the Property, including but not limited to, zoning, use permits, variances, platting, building permits and inspection processes; provided that any processes must comply with the Camp Verde Rules.

7.2 The Town, in recognition of the valuable considerations being provided by Developer pursuant to this Silverado Agreement and the financial investment of the Developer in developing the Property, hereby agrees that the Property may be developed in phases. A preliminary phasing plan is attached at Exhibit B. The Town will permit the Developer to make the determination of the phases in which the Property will be developed and the order in which the phases will be completed, however, Developer agrees Phase 1 shall include the roadways and infrastructure leading to Parcel 12 as well as the Trailhead Improvements planned at Homestead Parkway. Additionally, failure to commence development of Phase 1 within four (4) years of the effective date of this agreement shall allow the Town the option of initiating the process to revert the PAD zoning classification pursuant A.R.S. § 9-462.01. E. For the purposes of this section, “commence development” shall mean applying for and obtaining building permits and commencing construction on the Public Improvements required by Section 7.7 below.

7.3 The Homestead at Camp Verde PAD Plan (subsequently known as Simonton Ranch) provides for a maximum of 800 single-family units and a maximum of 300 apartment units, together with the other land uses. The Silverado at Simonton Ranch Preliminary Site Plan, identified on Exhibit B, provides for a maximum of 585 residential units, which are a portion of, but which do not preclude, the potential development of the balance of the overall residential units permitted on the remaining parcels within the formerly approved Homestead at Camp Verde/Simonton Ranch PAD Plan.

7.4 The Town acknowledges and agrees that the Developer can avail itself of the modified street sections and standards previously approved by the Town by Ordinance 2005-A313, and included on Exhibit C. The Town acknowledges that construction plans for all roadways shall be reviewed and approved by the Town Engineer prior to commencement of construction.

7.5 The Developer shall submit an updated traffic study (the “Traffic Study”) to the Town that includes the Silverado at Simonton Ranch Development. The Traffic Study shall be used as a basis to determine the traffic impacts of the Silverado development and whether a future traffic signal or other traffic control device is warranted. If a traffic signal is warranted, the Traffic Study shall provide recommendations on which mechanism, or phase of the development area within the subject project, shall trigger the installation of the traffic signal. Such Traffic Study shall advise certain proportionate costs to be shared among the Town, Developer, and future developers of other development parcels within the Homestead at Camp Verde/Simonton Ranch planned area. While the future proportionate costs are yet unknown, if a future traffic device signal is warranted by the Traffic Study, the Town agrees it will be responsible for the proportion determined by the traffic study and the Developer shall be responsible for the proportion determined by the Traffic Study.

7.6 Common areas within each phase of the Property shall be developed as that phase is developed and maintained by the Developer. The Developer agrees that the Town and its agents shall have the right to enter, remain upon, and cross over any Developer property to the extent reasonably necessary to maintain and clean any of the drainages or washes that run through the development from time to time. The Town’s use of such right shall not materially impede or materially adversely affect the Developer’s use and enjoyment of the Property and provided also

that the Town shall restore such property to substantially the same condition as existed prior to Town's entry.

7.7 The Town has expressed an interest in having public access to the Verde River area and sees a community benefit in the need for public restroom and parking facilities. Developer agrees to dedicate land to the Town on the Final Plat for public restrooms and parking (the "Public Improvements"). The Public Improvements shall be designed and included in the Final Development Plan in Phase 1 and shall be installed by Developer at its own cost and expense, as generally shown on Exhibit B. The Town agrees to grant temporary access to the Developer to construct the Public Improvements and the Town agrees to maintain the Public Improvements thereafter after dedication to the Town and acceptance by the Town Engineer.

When the Public Improvements have been completed in accordance with the requirements of this Agreement and built according to Town standards as determined by the Town Engineer, they shall be dedicated to and accepted by Camp Verde upon such reasonable and customary conditions as Camp Verde may impose, including without limitation a one (1) year workmanship and materials contractor's warranty. Upon acceptance by Camp Verde, Public Improvements constructed by Developer shall become public facilities and property of Camp Verde, and Camp Verde shall be solely responsible for all subsequent maintenance, replacement or repairs. As to the Public Improvements that are dedicated and owned by Camp Verde, Camp Verde (without waiving any absolute or qualified immunity) shall bear the risk of and indemnify the Developer, its successors and assigns and their respective affiliates, members, managers, agents and representatives for, from and against any claims arising out of Camp Verde's negligence or willful misconduct after dedication to Camp Verde. This indemnification shall survive termination of this Agreement.

7.8 If the PAD and Final Development Plan is not approved by the Town Council, or is approved subject to conditions or stipulations not acceptable to Developer, Developer shall have no obligation to construct any of the improvements provided for in this Silverado Development Agreement or the PAD Final Development Plan. If market conditions and/or development financing materially changes the feasibility of the PAD Final Development Plan, Developer may interrupt development until market conditions and/or development financing are again favorable, at which time continued development of the Property will be in accordance with the PAD Final Development Plan, subject to Section 7.2 of this Agreement.

7.9 The Town agrees that issuance of the construction permits, water and sewer permits, occupancy permits, and other permits and approvals required from the Town to develop the Property pursuant to this Silverado Agreement and the PAD Final Development Plan shall not be unreasonably delayed or withheld, provided the Developer complies with all applicable permit requirements and pays all required fees.

7.10 The Town and Developer acknowledge and agree that amendments to the PAD Final Development Plan may be necessary from time to time to reflect changes in market conditions and development financing and/or to meet the new requirements of one of more of the potential users or builders of any part of the Property. If and when the Town and Developer find that changes or adjustments are necessary or appropriate, they shall effectuate minor changes of adjustments through administrative amendments approved by the Town Planning and Zoning Director, which, after execution, shall be attached to the PAD Final Development Plan as an addendum and become

a part thereof, and may be further changed and amended from time to time as necessary with the approval of the Town and Developer. No such minor amendment shall require prior notice or hearing. All major changes of amendments shall be reviewed by the Planning and Zoning Commission and approved by the Town Council in the exercise of the Council's discretion. The parties shall cooperate in good faith to agree upon and use reasonable best efforts to process, any minor or major amendments to the PAD Final Development Plan. The Developer and the Town agree that such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

7.11 For purposes of this Agreement, a major amendment to the PAD Final Development Plan shall involve (a) an increase in the approved number of dwelling units of leasable area within the PAD; (b) a change in the zoning boundaries for the PAD; (c) any change in the PAD that could have significant impact on area adjoining the PAD; and (d) any change in the PAD that could have a significant traffic impact on roadways adjacent or external to the PAD. All other proposed changes shall be deemed minor amendments per Section 203 L 3&4, PAD Major and Minor Amendments, of the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations, as may be amended from time to time.

8. Applicable Rules.

8.1 The development of the Property shall be subject to all federal, Yavapai County and State of Arizona requirements, Camp Verde Rules in existence as of the Effective Date and applicable to the Property and such additional rules as are allowed by this paragraph (all of which are collectively referred to as the "**Applicable Rules**"). Camp Verde shall not apply to the Property any modifications of Applicable Rules or adopt any future Camp Verde Rules that would (i) substantially adversely impact the Project, the use or development of the Property (including, without limitation, decreasing the intensity or increasing the cost of development); and/or, (ii) amend or modify its obligations under this Agreement, with the following exceptions, which shall be included in the Applicable Rules:

8.1.1 Future Camp Verde Rules specifically agreed to in writing by Developer, except as otherwise set forth in Paragraphs 8.1.2, 8.1.3 and 8.1.4;

8.1.2 Amended or new Camp Verde Rules that are necessary to comply with state, county and federal laws or regulations in effect at that time, provided the same are not retroactively applied to the Development unless retroactive application is mandated by state, county or federal laws or regulations;

8.1.3 Changes to taxes, utility service fees, Development Fees, filing fees, review fees, inspection fees that are imposed on or charged by Camp Verde to all similarly situated persons and entities, provided the same are not retroactively applied to the Development. For the purpose of this Section 8.1.3 the prohibition on the retroactive application of this section shall only apply to services and utilities provided or delivered prior to the date of the change in the Applicable Rule and shall not apply to services and utilities provided after the date of the change in the Applicable Rule; and

8.1.4 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the International Building Code, which updates and amendments are generated by a nationally

recognized construction safety organization or by the county, state, or federal government, or by the Yavapai Association of Governments, provided that such building or safety code updates and amendments are not applied retroactively or discriminatorily against any portion of the Property, unless retroactive application is mandated by the State of Arizona, the county, Federal law, the Yavapai Association of Governments or by health and safety concerns as determined by Camp Verde's building official.

Nothing herein shall be interpreted as relieving Developer from any obligations which it may have with respect to applicable regulations enacted by the Federal government, the county, or the State of Arizona. Nothing in this Agreement shall alter or diminish the authority of Camp Verde to exercise its eminent domain powers. Camp Verde shall not initiate any changes or modifications to the zoning of any portion of the Property, except at the written request of Developer.

9. **Anti-Moratorium.** Except in compliance with A.R.S. §9-463.06, no moratorium or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within Camp Verde shall apply to or govern the development of the Property or any portion thereof during the Term of this Agreement, whether affecting final plats, building permits, occupancy permits or other entitlements to use issued or granted by Camp Verde or the provision of municipal services to the Property or any portion thereof.

10. **Cooperation during Development.** Developer and Camp Verde shall work together cooperatively using reasonable efforts throughout the development stages to resolve any Developer or Camp Verde comments or concerns regarding development of the Property expeditiously, reasonably and in good faith.

11. **Vesting.** Camp Verde agrees that Developer shall have a right to undertake and complete the development and use of the Property in accordance with this Silverado Agreement without being subject to amendment of the Camp Verde Rules except as provided in Paragraph 8.1.1 through 8.1.4., which shall be deemed fully vested as of the Effective Date without further performance or proof of reliance by Developer.

12. **Default** and Mediation

12.1 In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the City. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Yavapai State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the City and Developer. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

12.2 **Default.** Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement within the cure periods provided in this Section 12.1 after written notice thereof from the other Party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within thirty (30) days of delivery of written notice to the defaulting party, the non-defaulting Party shall have all rights and remedies available at law or in equity, including without limitation the right to specifically enforce any term or provision hereof and/or the right the right to institute an action for damages (except as otherwise expressly limited herein); provided, however, if such default is non-monetary and cannot reasonably be cured within such thirty (30) days period, then the breaching party shall have such additional time to cure the default as is reasonably required so long as the breaching party is diligently acting to cure such default. Should the breaching party fail to diligently act to cure, the non-defaulting party shall have the right to terminate this Agreement by written notice to the defaulting party, which termination shall be effective thirty (30) calendar days following the mailing of the notice by certified mail (provided the defaulting party has not cured such default). All monies due and payable but not paid after thirty (30) days of delivery of the written notice shall bear interest at the rate of 7% per annum until paid.

12.3 **Appointment of Representatives.** The Parties shall cooperate in the implementation of this Agreement. To facilitate such cooperation, each of Owner and Camp Verde shall designate a representative to act as a liaison with the other Party. The Parties may change their representatives at any time, but each Party agrees to have a current active representative at all times. The initial representatives shall be as follows:

Camp Verde: Russ Martin, Town Manager
473 S. Main Street, #102
Camp Verde, AZ 86322

Developer: Patrick Clifton/Ian Clifton, CFT Ventures, LLC
13591 N. Scottsdale
Scottsdale, AZ 85257

With a copy to: Adam Baugh, Withey Morris, PLC
2525 E. Arizona Biltmore Circle, A-212
Phoenix, AZ 85016

The representatives shall be available at all reasonable times at the request of either Party to discuss and review the performance of this Agreement and the development of the Property pursuant to this Agreement and the Applicable Rules.

12.4 **Time of the Essence; Force Majeure.** Time is of the essence in implementing the terms of this Agreement. Notwithstanding the foregoing or any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to Force Majeure or delay caused by any Approving Authority's inability or failure to grant approval(s), the time period provided herein for the performance by such Party of such duty or shall be extended for a period equal to the delay occasioned by such events.

13. **Notices and Filings.** All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

Camp Verde: Russ Martin, Town Manager
473 S. Main Street, #102
Camp Verde, AZ 86322

Developer: Patrick Clifton/Ian Clifton, CFT Ventures, LLC
13591 N. Scottsdale
Scottsdale, AZ 85257

With a copy to: Adam Baugh, Withey Morris, PLC
2525 E. Arizona Biltmore Circle, A-212
Phoenix, AZ 85016

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner.

14. **General:**

14.1 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Camp Verde or Owners of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.2 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

14.3 **Construction and Interpretation.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The parties hereby acknowledge and agree that each party and its counsel have reviewed, negotiated, and revised this Agreement to each party's satisfaction and that the rule of construction that ambiguities are to be resolved against the drafting party shall not be applicable to this Agreement or any amendments or exhibits hereto. Unless otherwise expressly provided herein: the term "**including**" shall not be construed as limiting, and the rule of *exclusio alterius* shall not apply; the specific shall not overrule the general; the term "**from**" shall mean from and including; the terms "**to**" and "**until**" shall mean "to but excluding"; the term "**and/or**" shall mean any, all, or any combination of the conjoined items; and masculine, feminine, and neuter terms shall be deemed to include all genders. Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP. "**Written**" or "**in writing**" includes communication by e-mail, facsimile transmission, telegraph, or cable. "**Reasonable discretion**" shall mean commercially reasonable and "**sole discretion**" shall mean sole and absolute. Any consent, approval, satisfaction, determination, decision or similar action pursuant to this Agreement must be given or

acknowledged in writing and must be given or withheld in the reasonable discretion of the applicable party, unless a different standard of discretion is expressly provided.

14.4 **Exhibits.** Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

14.5 **Further Acts.** Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

14.6 **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. § 9-500.05(D), except as provided below. The rights of the Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument to any subsequent owner of all or any portion of the property as described in Exhibit "A", upon the prior written consent of the Town, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, without the consent of the Town, the Developer may freely assign its rights under this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control of the Developer. Notice of any transfer or assignment in accordance with this Section shall be provided to the Town at least fifteen (15) days before such transfer or assignment. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the parties hereto and their permitted successors in interest and assigns. The Developer's rights and obligations hereunder may only be assigned as permitted by this Section 14.6 to a person or entity that has an interest in the property described in Exhibit "A" or a portion thereof and only by a written instrument, recorded in the official records of Yavapai County, Arizona, expressly assigning such rights and obligations.

14.7 **Entire Agreement.** This Silverado Development Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

14.8 **Amendment.** This Agreement may not be amended nor may any provision hereof be waived except by a written amendment executed by both Camp Verde and Developer. Within ten (10) days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Yavapai County, Arizona.

14.9 **Good Standing; Authority.** Developer is a limited liability company duly formed and validly existing under the laws of the State of Arizona and is qualified to transact business as a foreign limited liability company in the State of Arizona, and the individual executing this Agreement on behalf of Developer is authorized and empowered to do so. The Town acknowledges that the Developer does not currently own the property but is in the process of purchasing it. The Developer represents that it has or will have a sufficient interest in this property as described in Exhibit "A" to carry out its obligations under this Agreement and will obtain title to the property prior to Final Development Plan approval and issuance of any building permits. Camp Verde is a municipal corporation duly formed and validly existing under the laws of the State of Arizona, and the individual executing this Agreement on behalf of Camp Verde is authorized and empowered to do so.

14.10 **Order of Priority.** In the event of any conflict or inconsistency between the Applicable Rules and the provisions of this Agreement, the Applicable Rules shall have priority.

14.11 **Limited Severability.** The Parties each believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Rules. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Camp Verde to do any act in violation of any Applicable Rules or other applicable legal requirement, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as was intended by the original provisions hereof, and the Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.12 **Governing Law.** This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

14.13 **Recordation.** This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona not later than ten (10) days after this Agreement takes effect in recordable form by each of Camp Verde and Developer.

14.14 **Status Statements.** Any Party to this Agreement (the "**Requesting Party**") may, at any time, and from time to time, deliver written notice to any other Party (a "**Status Request**") requesting such other Party (the "**Providing Party**") to certify in writing (a "**Status Statement**"): (a) that this Agreement is in full force and effect and a binding obligation of the Providing Party; (b) that this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendment(s); (c) that to the knowledge of the Providing Party, the Requesting Party is not in default in the performance of its obligations under this Agreement or, if in default, describing the nature and amount of any such defaults; and (d) that the Requesting Party has substantially developed its portion of the Public Improvements in accordance with the requirements of this Agreement or, if not, specifying any portion thereof remaining to be completed. A Providing Party shall execute and return such Status Statement within ten (10) days following receipt of a Status Request. The Camp Verde Town Manager or any Assistant Town Manager shall have the right to execute any Status Statement requested by Developer hereunder. Camp Verde acknowledges that a Status Statement hereunder may be relied upon by Developer, any Phase Developer and/or any Lender or other party providing construction or permanent financing for any Public or Private Improvements; provided that Camp Verde shall have no liability for monetary damages to Developers, and transferee, Lender or other mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

14.15 **Attorneys' Fees.** Should litigation, or other form of formal conflict resolution, such as, but without limitation, mediation and arbitration, be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing Party. Nothing herein shall preclude nonbinding arbitration if the Parties so elect in the event of a dispute hereunder.

14.16 **Covenants Running With Land; Inurement.** The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property.

14.17 **Good Faith of Parties.** Except where any matter is expressly stated to be in the unfettered discretion of a Party, the Parties must act in good faith in all matters relating to the performance of this Agreement or in considering any requested extension of time or other matters, will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

14.18 **Rights of Lenders.** Camp Verde is aware that Developer or any Phase Developer may obtain financing or refinancing for acquisition, development and/or construction of the real property and/or improvements to be constructed on the Property, in whole or in part, from time to time, by one or more lenders (individually a "**Lender**", and collectively the "**Lenders**"). In the event of an Event of Default by Developer or any Phase Developer, Camp Verde shall provide written notice of such Event of Default, at the same time written notice is provided to Developer and such Phase Developer, to any Lenders previously designated by Developer and such Phase Developer to receive such notice (the "**Designated Lenders**") whose names and addresses were provided by written notice to Camp Verde in accordance with Section 13 of this Agreement. Camp Verde shall give Developer and the applicable Phase Developer copies of any such notice provided to such Designated Lenders and, unless Developer and the applicable Phase Developer notifies Camp Verde that the Designated Lenders' names or addresses are incorrect (and provides Camp Verde with the correct information) within three (3) business days after Developer and the applicable Phase Developer receives its copies of such notice from Camp Verde, Camp Verde will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Developer and any Phase Developer may provide copies of any notices to other Lenders, even if Camp Verde has not received prior notice of such Lenders. Camp Verde agrees that any Lender shall have until the later of (i) thirty (30) days after the expiration of the applicable cure period or (ii) thirty (30) days after receipt of the written notice of default by such Lender in which to cure any default of Developer and the applicable Phase Developer; provided, however, if such default cannot reasonably be cured by the Lender within such thirty (30) days period, then Camp Verde shall give the Lender such additional time to cure the default as is reasonably required so long as the Lender is diligently acting to cure such default, including, without limitation, taking any necessary actions to foreclose its lien and take title to the applicable portion of the Property; and Camp Verde further agrees to recognize the Lender as a successor under this Agreement and to permit the Lender to assume all of the rights and obligations of Developer and such Phase Developer under this Agreement. Camp Verde shall, at any time upon reasonable request by Developer, any Phase Developer or any Lender, provide to any Lender a Status Statement. Upon request by a Lender, Camp Verde will enter into a separate non-disturbance and attornment agreement with such Lender consistent with the provisions of this Agreement.

[remainder of page intentionally blank – Signature Page follows]

[Signature Page for Silverado Development Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective 30 days after the date and time a resolution approving and adopting this Agreement is approved by the Camp Verde Town Council per ARS §9-500.05 (G).

CAMP VERDE:

TOWN OF CAMP VERDE, ARIZONA,
an Arizona municipal corporation

By: _____
Its: _____

DEVELOPER:

CFT Ventures, LLC
An Arizona Limited Liability Corporation

By: _____
Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.



June 5, 2006

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2**

That Part of the Southwest Quarter of Section 30, Township 14 North Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet:

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 53 minutes 49 seconds East, a distance of 531.31 feet;

Thence South 67 degrees 27 minutes 52 seconds East, a distance of 341.40 feet;

Thence South 76 degrees 26 minutes 09 seconds East, a distance of 16.29 feet;

Thence South 10 degrees 57 minutes 35 seconds West, a distance of 164.07 feet;

Thence South 49 degrees 47 minutes 27 seconds West, a distance of 86.14 feet;

Thence South 51 degrees 12 minutes 28 seconds West, a distance of 182.00 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 202.14 feet;

Thence North 56 degrees 46 minutes 08 seconds West, a distance of 56.01 feet;

Thence North 40 degrees 32 minutes 49 seconds West, a distance of 103.11 feet;

Thence North 48 degrees 04 minutes 15 seconds West, a distance of 164.13 feet;

Thence North 54 degrees 07 minutes 26 seconds West, a distance of 71.29 feet;

Thence North 75 degrees 10 minutes 49 seconds West, a distance of 55.96 feet;

June 5, 2006
Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2

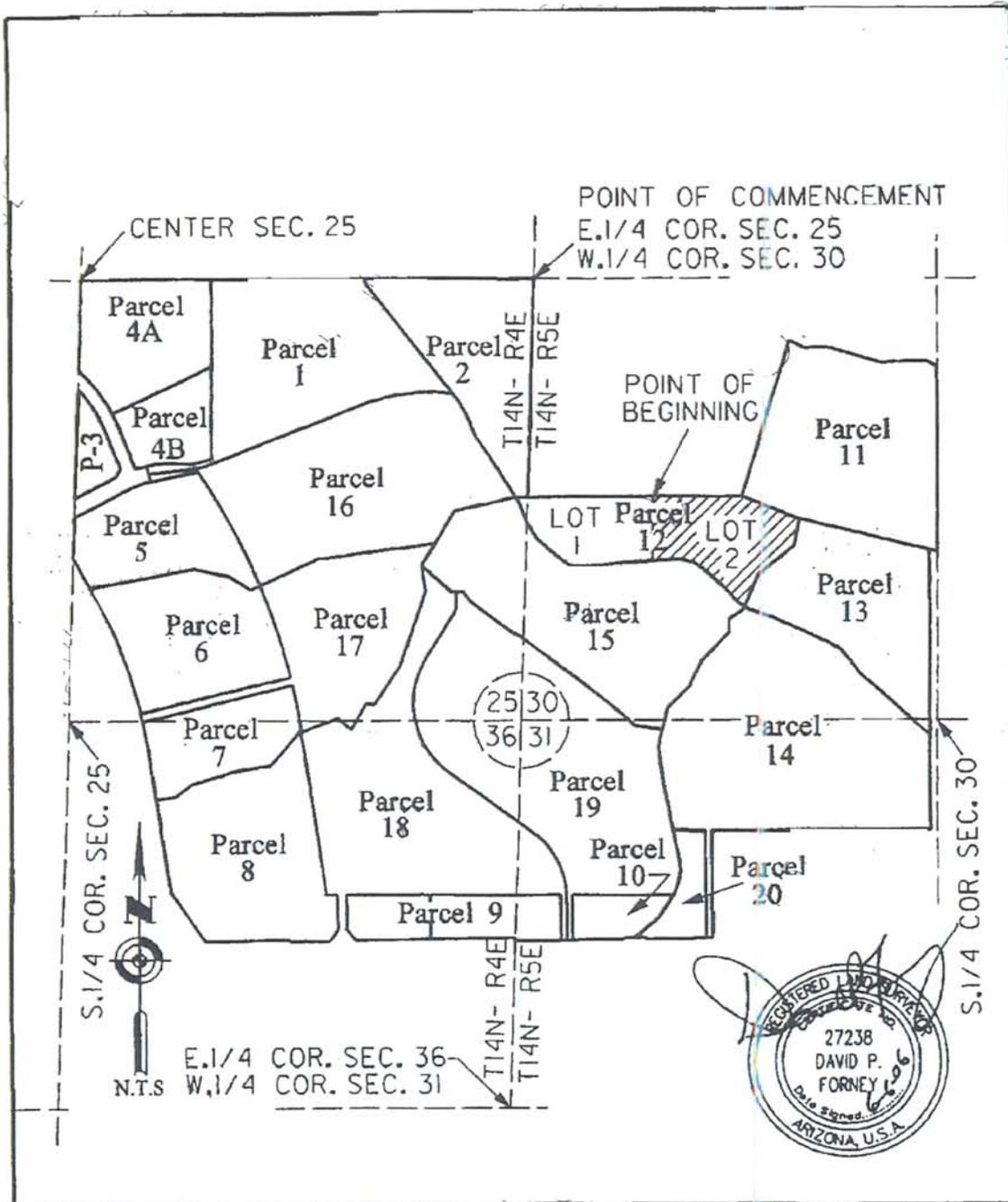
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 150.56 feet;

Thence North 00 degrees 06 minutes 11 seconds West, a distance of 383.67 feet to the
POINT OF BEGINNING

The above described parcel contains 8.13 acres, more or less.





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creative expertise/real solutions

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Office: (602) 252-8384 Fax: (602) 252-8385 www.hoski/ryan.com

**HOMESTEAD PARCEL 12 LOT 2
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 1**

That Part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, and the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet to the POINT OF BEGINNING:

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet;

Thence South 00 degrees 06 minutes 11 seconds East, a distance of 383.67 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 176.45 feet;

Thence South 83 degrees 07 minutes 47 seconds West, a distance of 121.36 feet;

Thence South 89 degrees 52 minutes 30 seconds West, a distance of 148.75 feet;

Thence North 76 degrees 36 minutes 49 seconds West, a distance of 34.90 feet;

Thence North 51 degrees 47 minutes 23 seconds West, a distance of 112.98 feet;

Thence North 47 degrees 50 minutes 25 seconds West, a distance of 131.39 feet;

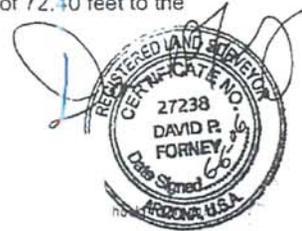
Thence North 31 degrees 39 minutes 02 seconds West, a distance of 106.31 feet;

Thence North 21 degrees 32 minutes 18 seconds West, a distance of 123.85 feet;

Thence North 31 degrees 29 minutes 16 seconds West, a distance of 42.98 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 72.40 feet to the POINT OF BEGINNING.

The above described parcel contains 6.14 acres, more or less.



**Legal Description
Summerset at Camp Verde
Parcel 16**

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

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

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

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

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

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.69 feet;

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

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

Thence South 31 degrees 13 minutes 14 seconds East, a distance of 70.13 feet;
Thence South 24 degrees 05 minutes 59 seconds East, a distance of 94.27 feet;
Thence South 20 degrees 51 minutes 13 seconds East, a distance of 86.79 feet;
Thence South 34 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;
Thence South 31 degrees 29 minutes 16 seconds East, a distance of 278.31 feet;
Thence South 77 degrees 05 minutes 30 seconds West, a distance of 366.84 feet;
Thence South 30 degrees 41 minutes 07 seconds West, a distance of 222.64 feet;
Thence South 82 degrees 27 minutes 13 seconds West, a distance of 700.58 feet;

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

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 767.17 feet;

Thence South 77 degrees 46 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

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

Thence North 18 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

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

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

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

Thence North 68 degrees 05 minutes 06 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.09 feet to the **POINT OF BEGINNING**.

Except the following described property:

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

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

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

Thence South 36°46'24" East, a distance of 325.83 feet; Thence South 37°35'25" East, a distance of 104.97 feet; Thence South 37°33'01" East, a distance of 263.69 feet;

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

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

Thence Southwesterly along said curve, through a central angle of $03^{\circ}53'01''$, a distance of 38.63 feet;

Thence South $68^{\circ}05'06''$ West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of $09^{\circ}41'32''$, a distance of 84.58 feet;

Thence South $77^{\circ}46'38''$ West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South $09^{\circ}55'24''$ East;

Thence Southwesterly along said curve, through a central angle of $02^{\circ}55'27''$, a distance of 28.07 feet;

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

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

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

Thence Northeasterly along said curve through a central angle of $19^{\circ}32'43''$, a distance of 150.10 feet;

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

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



March 16, 2007

**Legal Description
Homestead Camp Verde
Parcel 18**

That part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36 Township 14 North, Range 4 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36 from which the Northeast Quarter Corner of said Section 36 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East, along the East line of said Section 36, a distance of 1,341.78 feet to a point on the Northerly right of way of Finney Flat Road;

Thence South 89 degrees 11 minutes 05 seconds West, along said right of way, a distance of 953.36 feet to the POINT OF BEGINNING;

Thence continuing South 89°11'05" West, along said right of way, a distance of 105.00 feet;

Thence North 44°11'05" East, a distance of 28.28 feet;

Thence North 00°48'55" West, a distance of 250.89 feet;

Thence North 89°59'02" West, a distance of 65.66 feet;

Thence North 08°24'55" West, a distance of 991.72 feet;

Thence North 69°46'31" East, a distance of 228.93 feet to the most Westerly North Boundary Corner of "Silverado at Simonton Ranch", recorded in Book 57 of Maps and Plats, Page 67, Yavapai County Records;

Thence, along the Westerly Boundary of said "Silverado at Simonton Ranch", the following courses:

Thence South 00°00'58" West, a distance of 200.21 feet to the Southwest Corner of Tract "R", shown on said Final Plat;

Thence South 89°59'02" East, a distance of 380.47 feet;

Thence North 63°00'08" East, a distance of 99.53 feet to a point on a 534.00-foot radius non-tangent curve, whose center bears North 63°00'08" East;

March 16, 2007
Legal Description
Homestead Camp Verde - Parcel 18

Thence Southeasterly along said curve, through a central angle of $21^{\circ}07'38''$, a distance of 196.91 feet to a the beginning of a tangent reverse curve of 25.00-foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of $82^{\circ}01'19''$, a distance of 35.79 feet;

Thence South $47^{\circ}15'39''$ East, a distance of 50.68 feet a point on a 25.00-foot radius non-tangent curve, whose center bears South $57^{\circ}17'37''$ East;

Thence Easterly, along said curve, through a central angle of $94^{\circ}05'46''$, a distance of 41.06 feet;

Thence South $53^{\circ}11'51''$ East, a distance of 577.08 feet the beginning of a 446.00-foot radius tangent curve, concave Southwesterly;

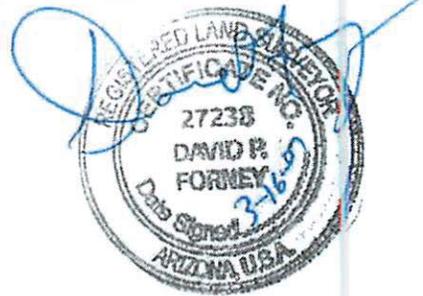
Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

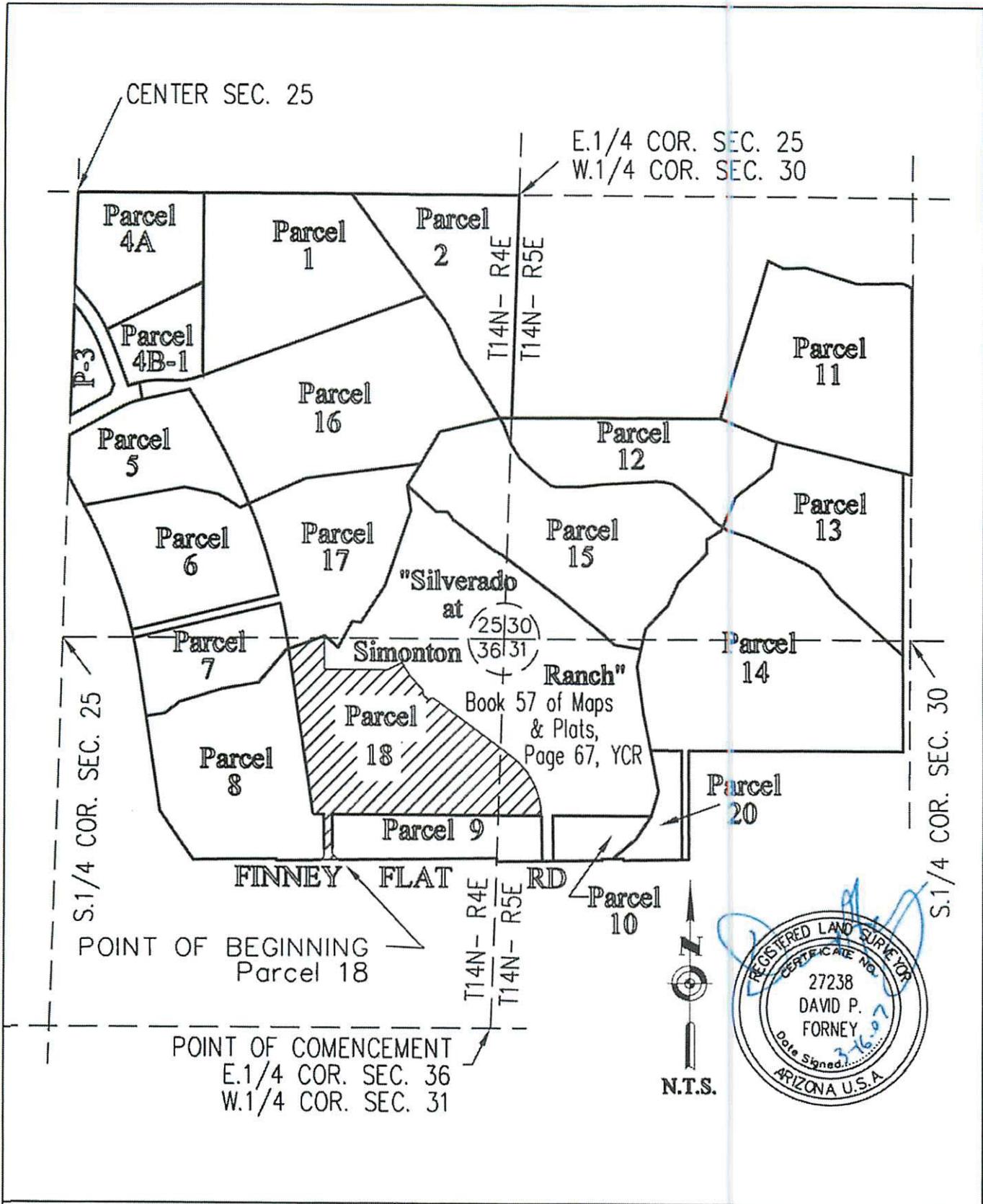
Thence, departing said Boundary, North $89^{\circ}59'02''$ West, a distance of 1,260.48 feet;

Thence South $00^{\circ}48'55''$ East, a distance of 235.16 feet;

Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

The above described parcel contains 22.97 acres, more or less.





 **Hoekin • Ryan Consultants Inc.**
creative engineering solutions

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

**HOMESTEAD PARCEL 18
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "A" LEGAL DESCRIPTION

CLUBHOUSE AREA

That portion of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 14 North, Range 4 East and the Northwest Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, more particularly described as follows:

COMMENCING at a found B.L.M. brass capped iron post monumenting the Northwest corner of said Section 31, from which a found marked stone monumenting the West Quarter corner of said Section 31 bears South 01°48'50" West, a measured geodetic bearing and Basis of Bearings for this description, a distance of 2,645.28 feet;

THENCE South 01°48'50" West, along the West line of said Section 31, a distance of 1,322.56 feet to a found plastic capped iron bar stamped "LS 18214" monumenting a point on the North Right of Way line of Finnie Flat Road;

THENCE North 89°11'26" East, departing from said West line, along said North Right of Way line, a distance of 252.89 feet to a calculated point, being the **TRUE POINT OF BEGINNING**;

THENCE North 44°11'26" East, departing from said North Right of Way line, a distance of 28.28 feet to a calculated point;

THENCE North 00°48'34" West, a distance of 244.29 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 89°11'26" West, a distance of 446.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 407.80 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of North 27°00'13" West and a chord length of 393.74 feet to the end of said curve;

THENCE North 53°11'51" West, a distance of 577.09 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southerly, the radius point of which bears South 36°48'09" West, a distance of 25.00 feet;

THENCE Northwesterly, Westerly and Southwesterly, along a curve to the left, an arc length of 41.06 feet, through a central angle of 94°05'46", said curve being subtended by a chord bearing of South 79°45'16" West and a chord length of 36.60 feet to the end of said curve;

THENCE North 47°15'39" West, a distance of 50.68 feet to a calculated point, being the point of curvature of a circular, non-tangent curve, concave Westerly, the radius point of which bears North 56°06'12" West, a distance of 25.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 35.79 feet, through a central angle of 82°01'19", said curve being subtended by a chord bearing of North 07°06'51" West and a chord length of 32.81 feet to the end of said curve, being the point of curvature of a

circular, tangent reverse curve, concave Northeasterly, the radius point of which bears North 41°52'30" East, a distance of 534.00 feet;

THENCE Northwesterly, along a curve to the right, an arc length of 196.91 feet, through a central angle of 21°07'38", said curve being subtended by a chord bearing of North 37°33'41" West and a chord length of 195.79 feet to the end of said curve;

THENCE South 63°00'08" West, a distance of 99.53 feet to a calculated point;

THENCE North 89°59'02" West, a distance of 380.47 feet to a calculated point;

THENCE North 00°00'58" East, a distance of 200.21 feet to a calculated point;

THENCE South 49°39'30" East, a distance of 105.38 feet to a calculated point;

THENCE North 29°26'07" East, a distance of 176.87 feet to a calculated point;

THENCE South 83°55'39" East, a distance of 52.00 feet to a calculated point;

THENCE North 33°18'36" East, a distance of 264.66 feet to a calculated point;

THENCE North 19°07'31" East, a distance of 476.79 feet to a calculated point;

THENCE North 08°38'34" West, a distance of 153.11 feet to a calculated point;

THENCE South 44°00'57" East, a distance of 106.08 feet to a calculated point;

THENCE South 51°04'41" East, a distance of 130.62 feet to a calculated point;

THENCE North 89°26'19" East, a distance of 25.00 feet to a calculated point;

THENCE South 00°33'41" East, a distance of 76.84 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Westerly, the radius point of which bears South 89°26'19" West, a distance of 100.00 feet;

THENCE Southerly, along a curve to the right, an arc length of 56.47 feet, through a central angle of 32°21'15", said curve being subtended by a chord bearing of South 15°36'56" West and a chord length of 55.72 feet to the end of said curve;

THENCE South 31°47'34" West, a distance of 310.64 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Easterly, the radius point of which bears South 58°12'26" East, a distance of 500.00 feet;

THENCE Southwesterly, Southerly and Southeasterly, along a curve to the left, an arc length of 741.68 feet, through a central angle of 84°59'24", said curve being subtended by a chord bearing of South 10°42'08" East and a chord length of 675.53 feet to the end of said curve;

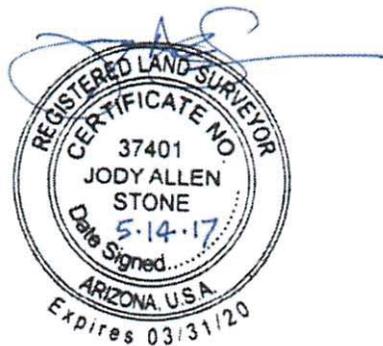
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

THENCE Southeasterly and Southerly, along a curve to the right, an arc length of 438.89 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of South 27°00'13" East and a chord length of 423.76 feet to the end of said curve;

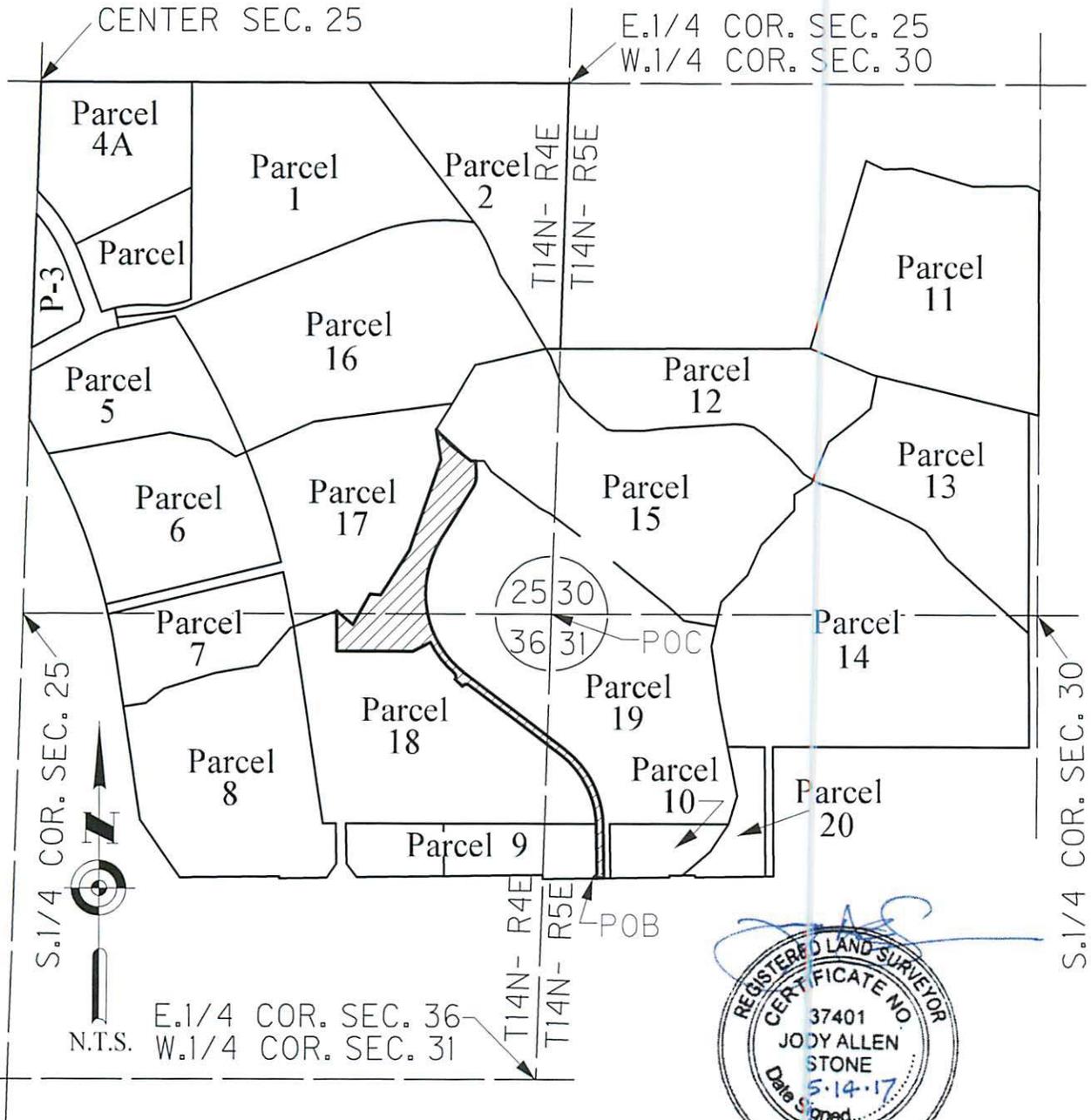
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

THENCE South 89°11'26" West, along said North Right of Way line, a distance of 54.00 feet to the **TRUE POINT OF BEGINNING.**

Comprising 294,975 square feet or 6.77 acres.



P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



5050 N 40th Street, Phoenix, Arizona 85018
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

SILVERADO AT SIMONTON RANCH
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION



Hoskin • Ryan Consultants, Inc.

creative engineering solutions

May 8, 2006

Legal Description Homestead Camp Verde Parcel 9 – Lot 3

That part of the Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36, monumented with a marked stone, from which the Northeast Corner of said Section 36, monumented with a BLM Brass Cap, bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the East line of said Section 36, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 117.89 feet to the POINT OF BEGINNING;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 273.25 feet;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 154.97 feet to a point on a 446.00 foot radius, non-tangent curve, whose center bears South 88 degrees 19 minutes 32 seconds West;

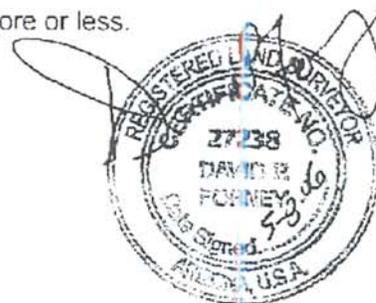
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

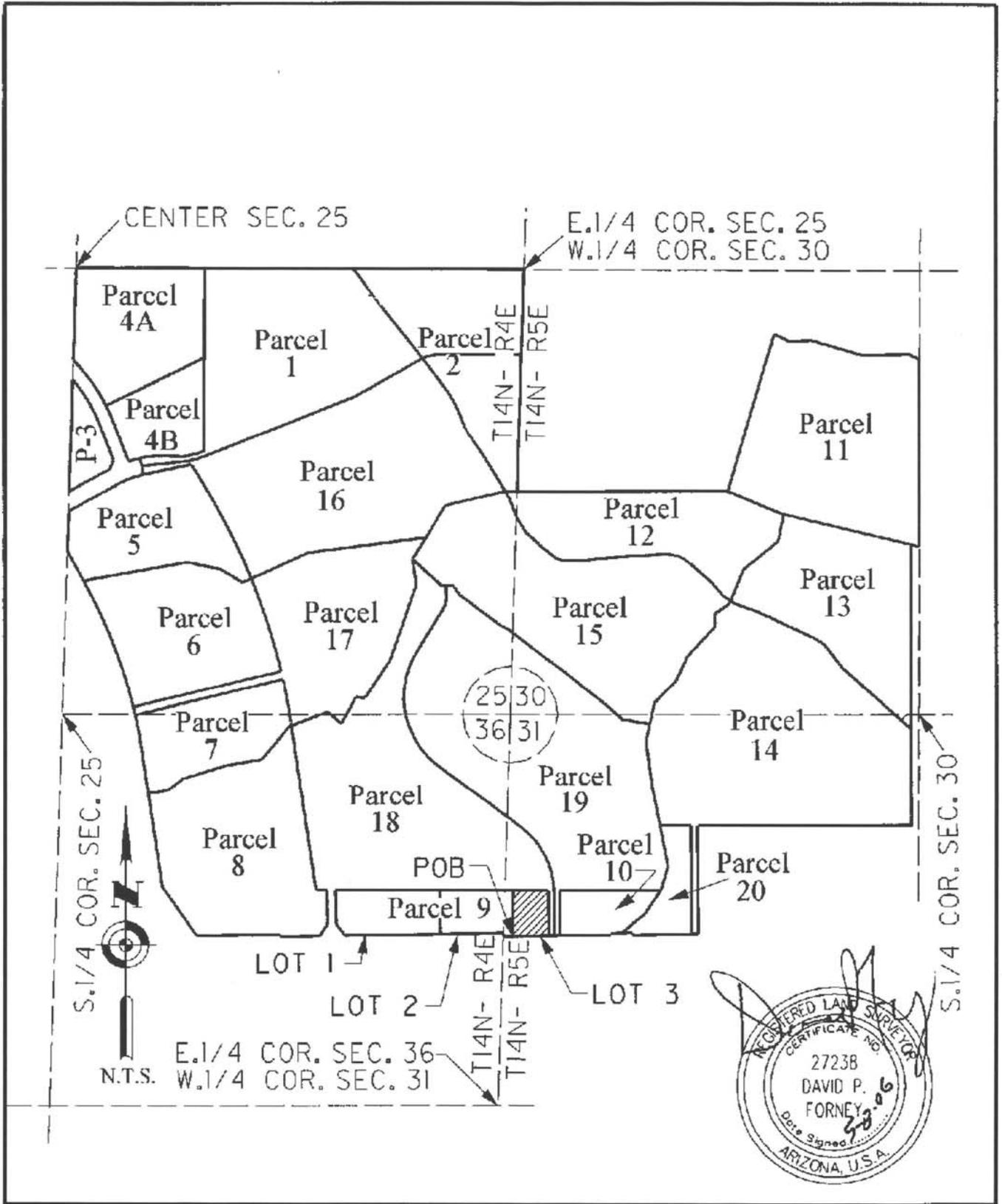
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 28.28 feet;

Thence South 89 degrees 11 minutes 26 seconds West, a distance of 135.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.96 acres, more or less.





 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 3003 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2902
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**PUBLIC UTILITY EASEMENT
 FOR HOMESTEAD PARCEL 9 LOT 3
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

Corrected Exhibit A

PARCEL 1:

That part of the Southeast Quarter of Section 25 Township 14 North, Range 4 East and the Southwest Quarter of Section 30, Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30 from which the Southwest Corner of Section 30 bears South 01 degrees 50 minutes 26 seconds West, a distance of 2642.08 feet;

Thence South 01 degrees 50 minutes 26 seconds West along the West line of said Section 30, a distance of 1321.04 feet;

Thence South 89 degrees 53 minutes 49 seconds West, a distance of 72.40 feet to the POINT OF BEGINNING;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 42.98 feet;

Thence South 21 degrees 32 minutes 18 seconds East, a distance of 123.85 feet;

Thence South 31 degrees 39 minutes 02 seconds East, a distance of 106.31 feet;

Thence South 47 degrees 50 minutes 25 seconds East, a distance of 131.39 feet;

Thence South 51 degrees 47 minutes 23 seconds East, a distance of 112.98 feet;

Thence South 76 degrees 36 minutes 49 seconds East, a distance of 34.90 feet;

Thence North 89 degrees 52 minutes 30 seconds East, a distance of 148.75 feet;

Thence North 83 degrees 07 minutes 47 seconds East, a distance of 121.36 feet;

Thence North 86 degrees 17 minutes 36 seconds East, a distance of 327.01 feet;

Thence South 86 degrees 49 minutes 52 seconds East, a distance of 48.16 feet;

Thence South 75 degrees 10 minutes 49 seconds East, a distance of 55.96 feet;

Thence South 54 degrees 07 minutes 26 seconds East, a distance of 71.29 feet;

Thence South 48 degrees 04 minutes 15 seconds East, a distance of 164.13 feet;

Thence South 40 degrees 32 minutes 49 seconds East, a distance of 103.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 56.01 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 20.11 feet;

Thence South 56 degrees 26 minutes 58 seconds West, a distance of 102.34 feet;

Thence South 00 degrees 01 minutes 25 seconds East, a distance of 78.92 feet;

Thence South 43 degrees 19 minutes 54 seconds West, a distance of 239.21 feet;

Thence South 24 degrees 35 minutes 24 seconds West, a distance of 159.76 feet;

Thence South 44 degrees 01 minutes 06 seconds West, a distance of 186.33 feet;

Thence South 12 degrees 46 minutes 24 seconds West, a distance of 123.86 feet;

Thence North 77 degrees 13 minutes 36 seconds West, a distance of 156.36 feet;
Thence North 53 degrees 11 minutes 51 seconds West, a distance of 1566.16 feet;
Thence North 08 degrees 38 minutes 34 seconds West, a distance of 2.00 feet;
Thence North 31 degrees 50 minutes 08 seconds East, a distance of 152.96 feet;
Thence North 30 degrees 41 minutes 07 seconds East, a distance of 222.64 feet;
Thence North 77 degrees 05 minutes 30 seconds East, a distance of 366.84 feet to the POINT OF BEGINNING.

PARCEL 2:

That part of the Southeast Quarter of Section 25, part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East and part of the Southwest Quarter of Section 30, part of the Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 31 from which the Northwest Quarter Corner of said Section 31 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the West line of said Section 31, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 306.89 feet to the POINT OF BEGINNING,

Thence continuing North 89 degrees 11 minutes 26 seconds East, a distance of 34.00 feet;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 264.29 feet to the beginning of a tangent curve whose radius bears South 89 degrees 11 minutes 26 seconds West, a distance of 514.00 feet;

Thence Northerly along the arc of said curve through a central angle of 00 degrees 38 minutes 29 seconds, an arc length of 5.75 feet to a point of non tangency;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 593.80 feet;

Thence North 16 degrees 35 minutes 14 seconds East, a distance of 148.95 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 474.09 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 103.05 feet;

Thence North 80 degrees 25 minutes 35 seconds West, a distance of 160.33 feet to the beginning of a non-tangent curve whose radius point bears South 44 degrees 44 minutes 40 seconds West, a distance of 1010.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 06 degrees 09 minutes 12 seconds, an arc length of 108.47 feet to a point of tangency;

Thence North 51 degrees 24 minutes 33 seconds West, a distance of 348.24 feet;

Thence North 53 degrees 20 minutes 14 seconds West, a distance of 154.22 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 249.41 feet;

Thence North 62 degrees 39 minutes 36 seconds West, a distance of 60.83 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 300.00 feet;

Thence North 34 degrees 45 minutes 45 seconds West, a distance of 63.25 feet;

Thence South 89 degrees 26 minutes 19 seconds West, a distance of 41.50 feet;

Thence South 00 degrees 33 minutes 41 seconds East, a distance of 76.84 feet to the beginning of a tangent curve whose radius point bears South 89 degrees 26 minutes 19 seconds West, a distance of 100.00 feet;

Thence Southerly along the arc of said curve through a central angle of 32 degrees 21 minutes 15 seconds, an arc length of 56.47 feet to a point of tangency;

Thence South 31 degrees 47 minutes 34 seconds West, a distance of 310.64 feet to the beginning of a tangent curve whose radius point bears South 58 degrees 12 minutes 26 seconds East, a distance of 500.00 feet;

Thence Southerly along the arc of said curve through a central angle of 84 degrees 59 minutes 24 seconds, an arc length of 741.68 feet to a point of tangency;

Thence South 53 degrees 11 minutes 51 seconds East, a distance of 627.98 feet to the beginning of a tangent curve whose radius point bears South 36 degrees 48 minutes 09 seconds West, a distance of 480.00 feet;

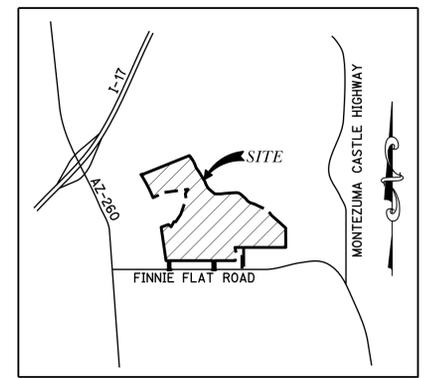
Thence Southerly along the arc of said curve through a central angle of 52 degrees 23 minutes 17 seconds, an arc length of 438.89 feet to a point of tangency;

Thence South 00 degrees 48 minutes 34 seconds East, a distance of 264.29 feet to the Point of Beginning.

EXHIBIT B
PRELIMINARY DEVELOPMENT SITE PLAN

PRELIMINARY SITE PLAN EXHIBIT FOR SILVERADO AT SIMONTON RANCH CAMP VERDE, ARIZONA

LOCATED IN A PORTIONS OF SECTIONS 25,30,31 & 36, TOWNSHIP 14 NORTH,
RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



VICINITY MAP
N.T.S.

CLIENT/DEVELOPER: SILVERADO AT SIMONTON RANCH, LLC
13951 N. SCOTTSDALE ROAD, SUITE 133
SCOTTSDALE, ARIZONA 85254
CONTACT: PATRICK CLIFTON
PHONE: (602) 363-6957

ENGINEER: 3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251
CONTACT: MATTHEW J. MANCINI, P.E.
PHONE: (602) 334-4387
EMAIL: MATT@ENGINEERING.COM

PARCEL DATA TABLE					
PARCEL	AREA (AC)	LOTS (DU)	DENSITY (DU/AC)	OPEN SPACE (AC)	% OPEN SPACE
12	14.27	0	0	14.27	100.00
14	36.60	148	4.04	7.05	19.3
15/19	70.52	250	3.55	18.10	25.7
16	28.14	100	3.55	9.55	33.9
18	22.97	87	3.79	5.09	22.2
TOTAL:	172.50 AC	585 DU	3.39 DU/AC	54.06 AC	31.3%

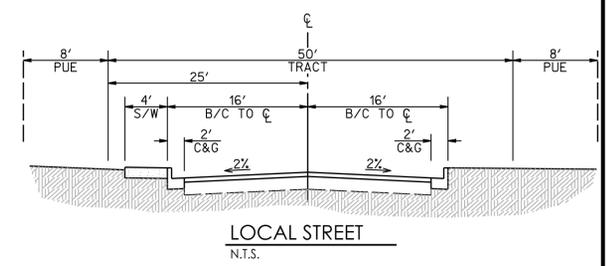
OVERALL SITE DATA:

PARCEL #*S: 403-23-102, 401-23-102U, 401-23-103P, 403-23-104L, 403-23-104X, 403-23-415B, 403-23-429, 403-23-430B, 403-23-432C, -D, -E, -F, & -J

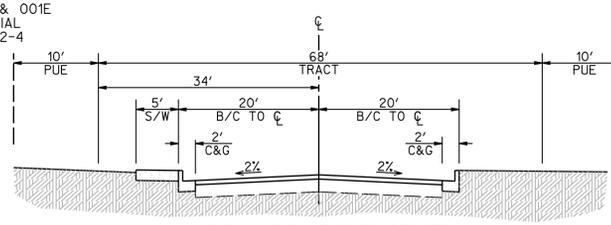
TOTAL LOTS (DU): 585
GROSS AREA (INC. R/W): 172.50 ACRES
GROSS DENSITY: 3.39 DU/AC
AREA OF LOTS: 84.44 ACRES
AREA OF OPEN SPACE: 54.06 ACRES
AREA OF R/W: 34.00 ACRES
MINIMUM LOT SIZE: 50'x110'
MAX. LOT COVERAGE: 50%

SETBACKS:
FRONT (LIVABLE, SIDE LOAD): 10'
FRONT (FRONT FACE GARAGE): 18' (FROM BACK OF SIDEWALK)
REAR: 10'
SIDE: 7'
STREET SIDE: 10'

EXISTING LAND USE: VACANT LAND
EXISTING ZONING: PAD, R1L-5, R1L-18, & R1L-35
PROPOSED ZONING: R1-PAD



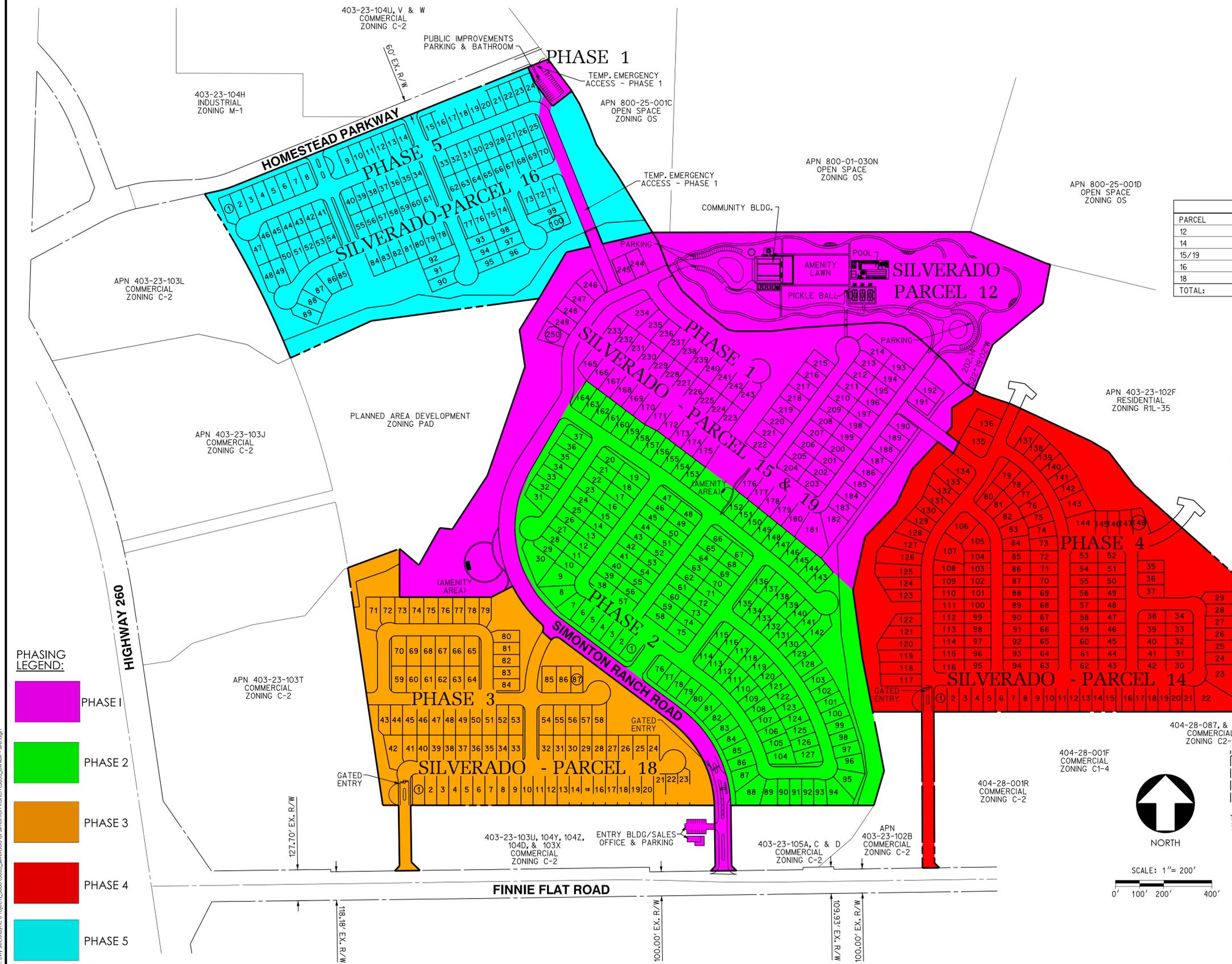
LOCAL STREET
N.T.S.



LOCAL COLLECTOR STREET
N.T.S. SIMONTON RANCH ROAD



SCALE: 1" = 200'



PHASING LEGEND:

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5

C:\V\SecurSync\Projects_5000\5035_Silverado at Simonton Ranch\5035_exhibit - site.dgn



SILVERADO AT SIMONTON RANCH
CAMP VERDE, ARIZONA

PRELIMINARY SITE PLAN EXHIBIT

300engineering
civil engineering
planning
surveying

3 ENGINEERING, LLC
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85251
PHONE: (602) 334-4387
FAX: (602) 495-3230
WWW.3ENGINEERING.COM

DATE: 12/20/17

PROJECT NO:
5035

ENGINEER: M. MANCINI
DESIGNER: M. MANCINI
CAD TECH: L. BEGAY

SHEET NO:
CSP01
1 of 1



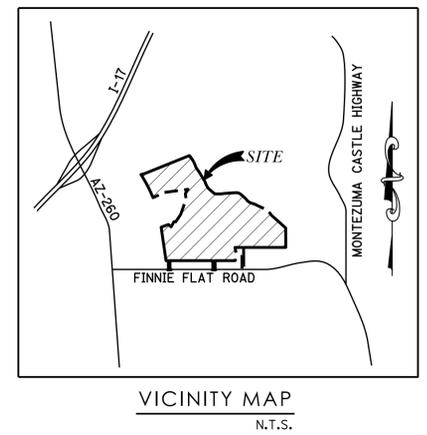
EXHIBIT C
MODIFIED STREET SECTION

CLIENT/DEVELOPER:
 SILVERADO AT SIMONTON RANCH, LLC
 13951 N. SCOTTSDALE ROAD, SUITE 133
 SCOTTSDALE, ARIZONA 85254
 CONTACT: PATRICK CLIFTON
 PHONE: (602) 363-6957

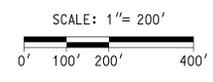
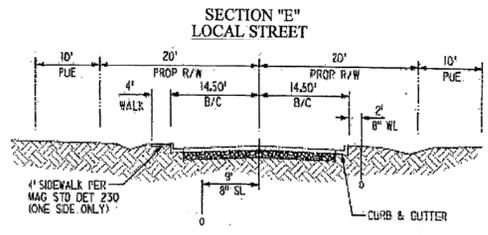
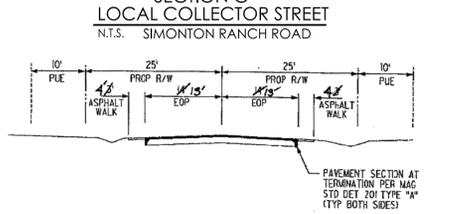
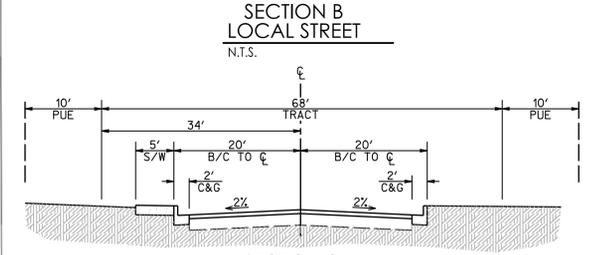
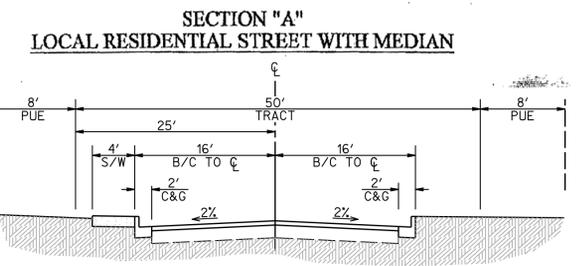
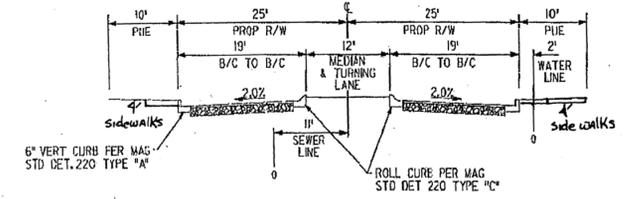
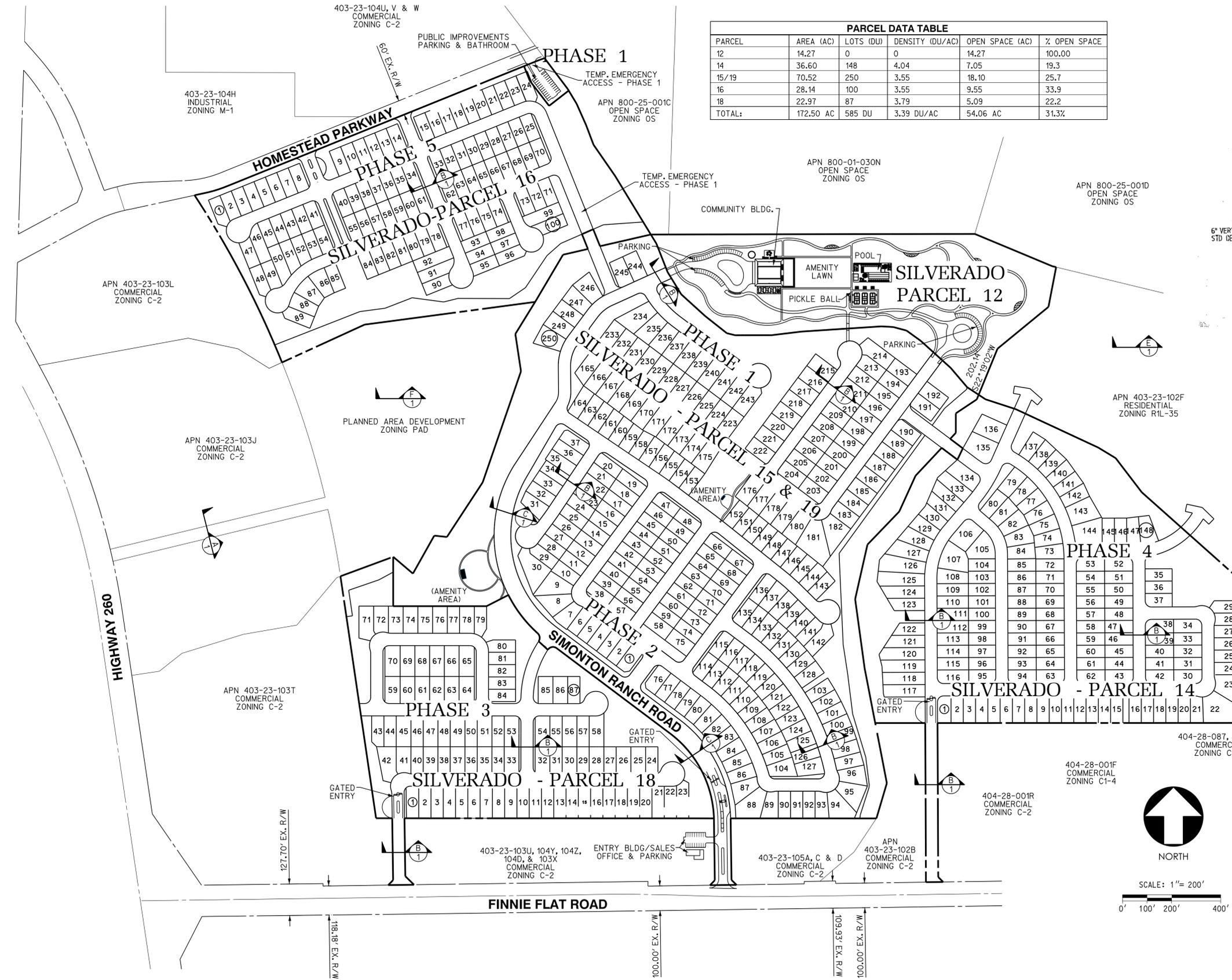
ENGINEER:
 3 ENGINEERING
 6370 E. THOMAS ROAD, SUITE 200
 SCOTTSDALE, ARIZONA 85251
 CONTACT: MATTHEW J. MANCINI, P.E.
 PHONE: (602) 334-4387
 EMAIL: MATT@3ENGINEERING.COM

STREET SECTION EXHIBIT FOR SILVERADO AT SIMONTON RANCH CAMP VERDE, ARIZONA

LOCATED IN A PORTIONS OF SECTIONS 25,30,31 & 36, TOWNSHIP 14 NORTH,
 RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA



PARCEL	AREA (AC)	LOTS (DU)	DENSITY (DU/AC)	OPEN SPACE (AC)	% OPEN SPACE
12	14.27	0	0	14.27	100.00
14	36.60	148	4.04	7.05	19.3
15/19	70.52	250	3.55	18.10	25.7
16	28.14	100	3.55	9.55	33.9
18	22.97	87	3.79	5.09	22.2
TOTAL:	172.50 AC	585 DU	3.39 DU/AC	54.06 AC	31.3%



ARIZONA BLUE STAKE
 CALL TWO WORKING DAYS BEFORE 5:00 PM
 Dial 811 or 602-958-1100
 1-800-782-5348
 (OUTSIDE MARICOPA COUNTY)

SILVERADO AT SIMONTON RANCH
 CAMP VERDE, ARIZONA

3e engineering
 civil engineering
 planning
 surveying

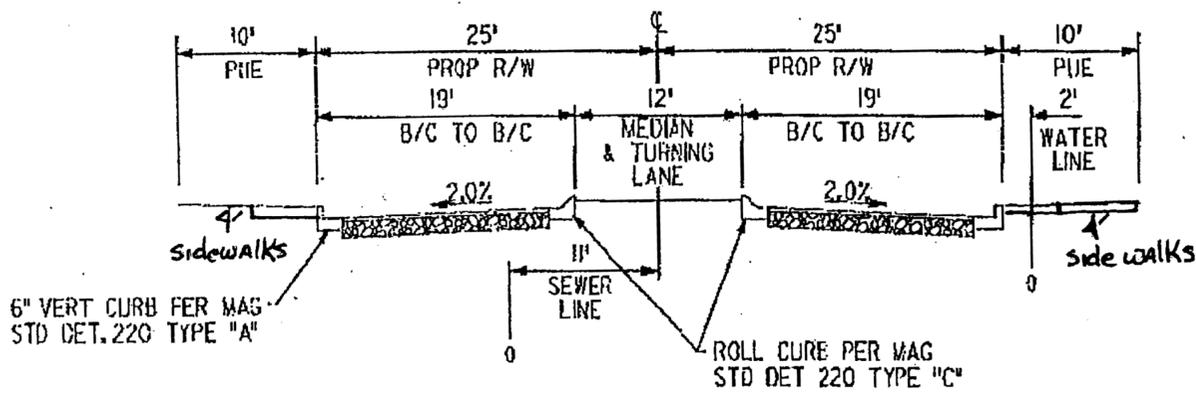
3 ENGINEERING, LLC
 6370 E. THOMAS ROAD, SUITE 200
 SCOTTSDALE, ARIZONA 85251
 PHONE: (602) 334-4387
 FAX: (602) 495-3230
 WWW.3ENGINEERING.COM

DATE: 12/21/17
 PROJECT NO: 5035
 ENGINEER: M. MANCINI
 DESIGNER: M. MANCINI
 CAD TECH: L. BEGAY

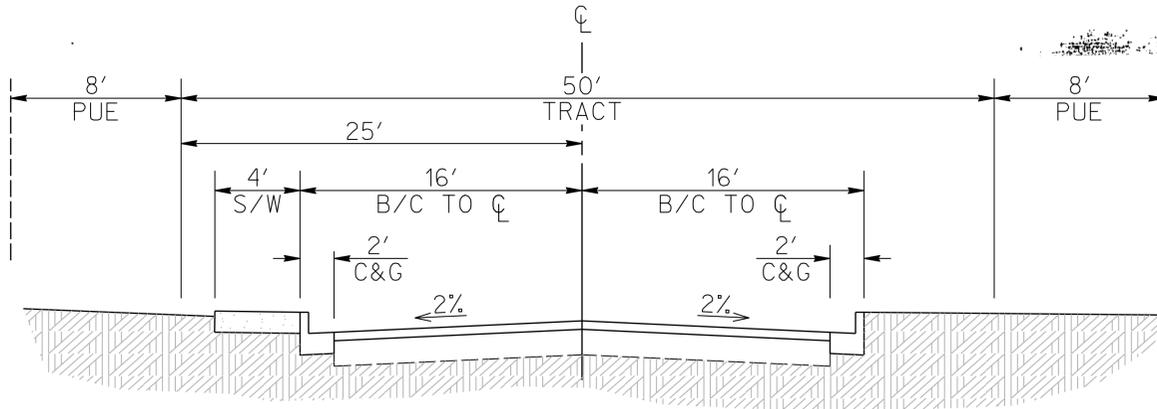
SHEET NO: SSE01
 1 of 1

EXPIRES: 12/31/2018

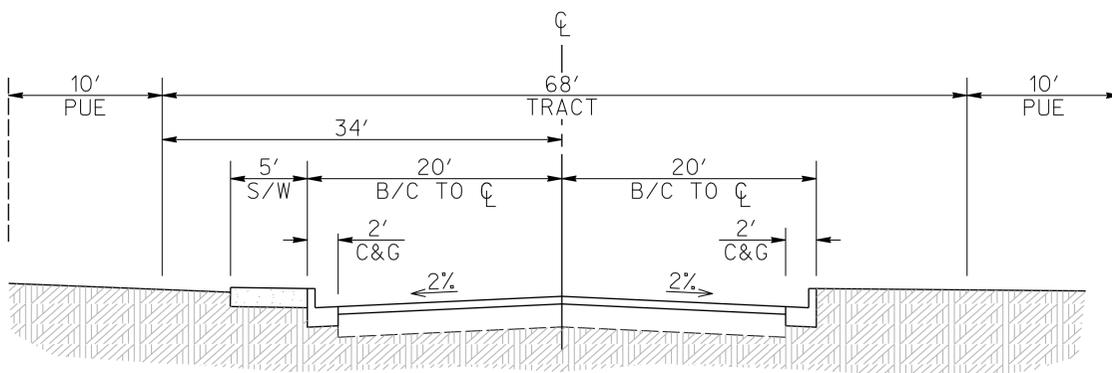
C:\My Security\Projects\5000\5035_Silverado at Simonton Ranch\5035_silverado at simonton ranch\street sections.dgn



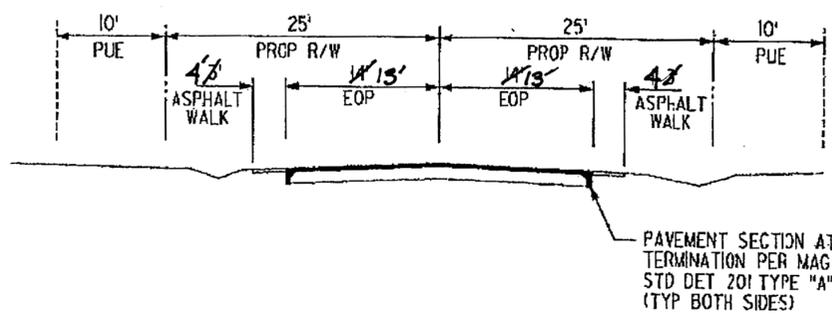
SECTION "A"
LOCAL RESIDENTIAL STREET WITH MEDIAN



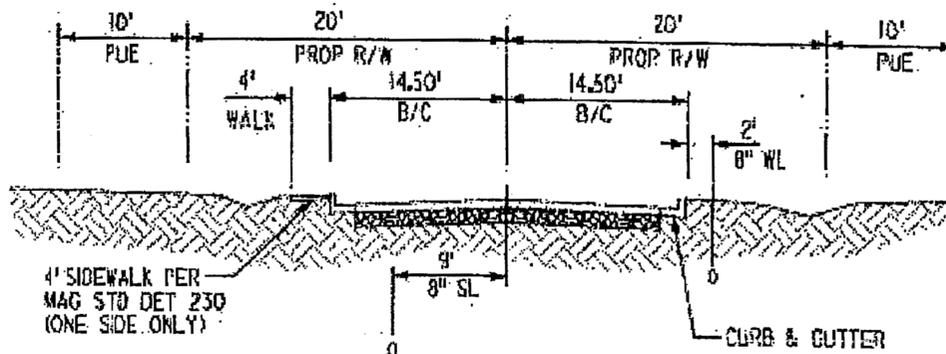
SECTION B
LOCAL STREET
 N.T.S.



SECTION C
LOCAL COLLECTOR STREET
 N.T.S. SIMONTON RANCH ROAD



SECTION "E"
LOCAL STREET



SECTION "F"
LOCAL STREET

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

**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner ("Agreement") made as of this 22nd day of December, 2017, by and between the Town of Camp Verde, a municipal corporation of Arizona ("Town") and:

CFT Ventures, LLC, ("Owner(s)");

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, "land use law" includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in **Exhibit "A"** attached hereto and expressly made a part hereof ("Property") and the recitals set forth above are true and correct and are incorporated herein by reference. Owner has independently determined and believes that the application of the Town's land use laws to the Property will not reduce the fair market value of the Property.

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

2017-0395

Town Application Number

and, are based on certain application(s), copies of which ("Applications") are shown as **Exhibit "B"** attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.

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

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

Charles German, Mayor

ATTEST:

Judith Morgan, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Dated this 27 day of DECEMBER, 2017

OWNER:

PATRICK CLIFTON
Print Name

[Signature]
Signature

OWNER:

Print Name

Signature

STATE OF ARIZONA)

) ss.

County of maricopa)

On this 27th day of December, 2017, before me, the undersigned Notary Public,
personally appeared Patrick Clifton, who acknowledged that this document was
executed for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 07/09/2019

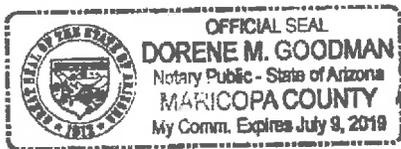


Exhibit A

That part of the Southwest Quarter of Section 30, Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 31 from which the Northwest Corner of said Section 31 bears South 89 degrees 59 minutes 25 seconds West, a distance of 2425.11 feet;

Thence South 00 degrees 14 minutes 06 seconds East, along the North-South Midsection line of said Section 31, a distance of 87.73 feet;

Thence South 89 degrees 59 minutes 32 seconds West, a distance of 50.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 14 minutes 06 seconds East, a distance of 572.86 feet;

Thence South 89 degrees 58 minutes 51 seconds West, a distance of 1273.04 feet;

Thence South 00 degrees 15 minutes 01 seconds East, a distance of 645.05 feet;

Thence South 89 degrees 44 minutes 59 seconds West, a distance of 20.00 feet;

Thence North 00 degrees 15 minutes 01 seconds West, a distance of 645.05 feet;

Thence North 89 degrees 57 minutes 28 seconds West, a distance of 203.75 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 225.58 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 226.91 feet;

Thence North 44 degrees 01 minutes 06 seconds East, a distance of 186.33 feet;

Thence North 24 degrees 35 minutes 24 seconds East, a distance of 159.76 feet;

Thence North 43 degrees 10 minutes 54 seconds East, a distance of 239.21 feet;

Thence North 00 degrees 01 minutes 25 seconds West, a distance of 78.92 feet;

Thence North 56 degrees 26 minutes 58 seconds East, a distance of 102.34 feet;

Thence North 22 degrees 19 minutes 02 seconds East, a distance of 20.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 33.21 feet;

Thence South 72 degrees 01 minutes 09 seconds East, a distance of 129.49 feet;

Thence South 65 degrees 08 minutes 42 seconds East, a distance of 370.02 feet;

Thence South 58 degrees 52 minutes 51 seconds East, a distance of 83.47 feet;

Thence South 37 degrees 30 minutes 47 seconds East, a distance of 174.46 feet;

Thence South 48 degrees 26 minutes 32 seconds East, a distance of 545.20 feet to the POINT OF BEGINNING.



June 5, 2006

**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2**

That Part of the Southwest Quarter of Section 30, Township 14 North Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet:

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet to the POINT OF BEGINNING;

Thence continuing North 89 degrees 53 minutes 49 seconds East, a distance of 531.31 feet;

Thence South 67 degrees 27 minutes 52 seconds East, a distance of 341.40 feet;

Thence South 76 degrees 26 minutes 09 seconds East, a distance of 16.29 feet;

Thence South 10 degrees 57 minutes 35 seconds West, a distance of 164.07 feet;

Thence South 49 degrees 47 minutes 27 seconds West, a distance of 86.14 feet;

Thence South 51 degrees 12 minutes 28 seconds West, a distance of 182.00 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 202.14 feet;

Thence North 56 degrees 46 minutes 08 seconds West, a distance of 56.01 feet;

Thence North 40 degrees 32 minutes 49 seconds West, a distance of 103.11 feet;

Thence North 48 degrees 04 minutes 15 seconds West, a distance of 164.13 feet;

Thence North 54 degrees 07 minutes 26 seconds West, a distance of 71.29 feet;

Thence North 75 degrees 10 minutes 49 seconds West, a distance of 55.96 feet;

June 5, 2006
Legal Description
Homestead Camp Verde
Parcel 12 - Lot 2

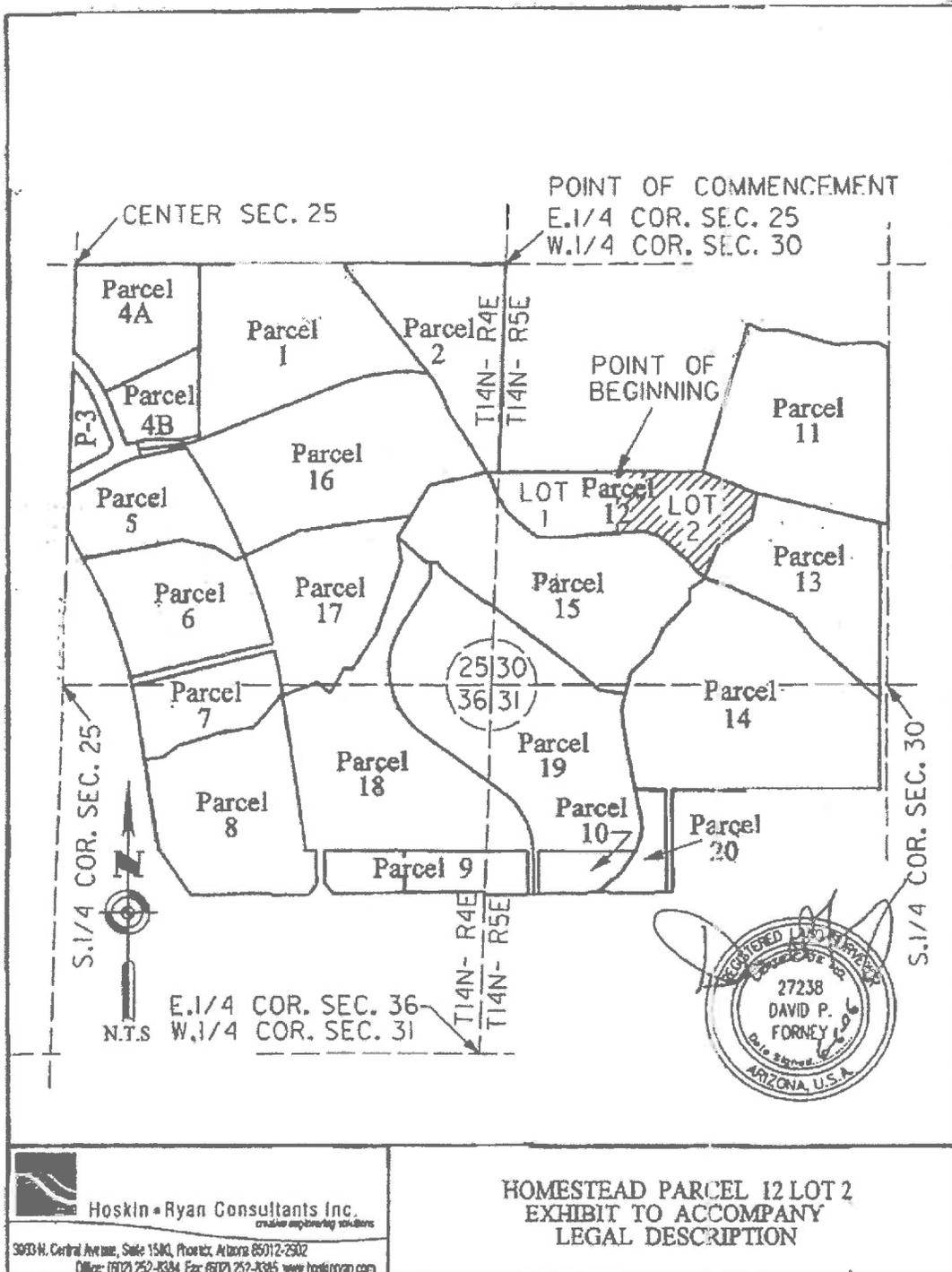
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 150.56 feet;

Thence North 00 degrees 06 minutes 11 seconds West, a distance of 383.67 feet to the
POINT OF BEGINNING

The above described parcel contains 8.13 acres, more or less.





**Legal Description
Homestead Camp Verde
Parcel 12 – Lot 1**

That Part of the Southeast Quarter of Section 25, Township 14 North, Range 4 East, and the Southwest Quarter of Section 30, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30, monumented with an aluminum capped iron bar marked "LS 12218", from which the Center of said Section bears North 89 degrees 48 minutes 00 seconds East, a distance of 2339.24 feet;

Thence South 01 degrees 50 minutes 26 seconds West, a distance of 1321.04 feet to the POINT OF BEGINNING;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 716.05 feet;

Thence South 00 degrees 06 minutes 11 seconds East, a distance of 333.67 feet;

Thence South 86 degrees 17 minutes 36 seconds West, a distance of 176.45 feet;

Thence South 83 degrees 07 minutes 47 seconds West, a distance of 121.36 feet;

Thence South 89 degrees 52 minutes 30 seconds West, a distance of 148.75 feet;

Thence North 76 degrees 36 minutes 49 seconds West, a distance of 34.90 feet;

Thence North 51 degrees 47 minutes 23 seconds West, a distance of 112.98 feet;

Thence North 47 degrees 50 minutes 25 seconds West, a distance of 131.39 feet;

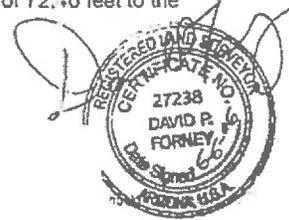
Thence North 31 degrees 39 minutes 02 seconds West, a distance of 106.31 feet;

Thence North 21 degrees 32 minutes 18 seconds West, a distance of 123.85 feet;

Thence North 31 degrees 29 minutes 16 seconds West, a distance of 42.98 feet;

Thence North 89 degrees 53 minutes 49 seconds East, a distance of 72.40 feet to the POINT OF BEGINNING.

The above described parcel contains 6.14 acres, more or less.



**Legal Description
Sunset at Camp Verde
Parcel 16**

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

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

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

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

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

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.69 feet;

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

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

Thence South 31 degrees 13 minutes 14 seconds East, a distance of 70.13 feet;
Thence South 24 degrees 05 minutes 59 seconds East, a distance of 94.27 feet;
Thence South 20 degrees 51 minutes 13 seconds East, a distance of 86.79 feet;
Thence South 34 degrees 50 minutes 09 seconds East, a distance of 154.03 feet;
Thence South 31 degrees 29 minutes 16 seconds East, a distance of 278.31 feet;
Thence South 77 degrees 05 minutes 30 seconds West, a distance of 366.84 feet;
Thence South 30 degrees 41 minutes 07 seconds West, a distance of 222.64 feet;
Thence South 82 degrees 27 minutes 13 seconds West, a distance of 700.58 feet;

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

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 767.17 feet;

Thence South 77 degrees 46 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

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

Thence North 18 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

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

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

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

Thence North 68 degrees 05 minutes 06 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.09 feet to the **POINT OF BEGINNING**.

Except the following described property:

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

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

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

Thence South 36°46'24" East, a distance of 325.83 feet; Thence South 37°35'25" East, a distance of 104.97 feet; Thence South 37°33'01" East, a distance of 263.69 feet;

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

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

Thence Southwesterly along said curve, through a central angle of $03^{\circ}53'01''$, a distance of 38.63 feet;

Thence South $68^{\circ}05'06''$ West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of $09^{\circ}41'32''$, a distance of 84.58 feet;

Thence South $77^{\circ}46'38''$ West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South $09^{\circ}55'24''$ East;

Thence Southwesterly along said curve, through a central angle of $02^{\circ}55'27''$, a distance of 28.07 feet;

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

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

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

Thence Northeasterly along said curve through a central angle of $19^{\circ}32'43''$, a distance of 150.10 feet;

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

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



March 16, 2007

**Legal Description
Homestead Camp Verde
Parcel 18**

That part of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36 Township 14 North, Range 4 East of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36 from which the Northeast Quarter Corner of said Section 36 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East, along the East line of said Section 36, a distance of 1,341.78 feet to a point on the Northerly right of way of Finney Flat Road;

Thence South 89 degrees 11 minutes 05 seconds West, along said right of way, a distance of 953.36 feet to the POINT OF BEGINNING;

Thence continuing South 89°11'05" West, along said right of way, a distance of 105.00 feet;

Thence North 44°11'05" East, a distance of 28.28 feet;

Thence North 00°48'55" West, a distance of 250.89 feet;

Thence North 89°59'02" West, a distance of 65.66 feet;

Thence North 08°24'55" West, a distance of 991.72 feet;

Thence North 69°46'31" East, a distance of 228.93 feet to the most Westerly North Boundary Corner of "Silverado at Simonton Ranch", recorded in Book 57 of Maps and Plats, Page 67, Yavapai County Records;

Thence, along the Westerly Boundary of said "Silverado at Simonton Ranch", the following courses:

Thence South 00°00'58" West, a distance of 200.21 feet to the Southwest Corner of Tract "R", shown on said Final Plat;

Thence South 89°59'02" East, a distance of 380.47 feet;

Thence North 63°00'08" East, a distance of 99.53 feet to a point on a 534.00-foot radius non-tangent curve, whose center bears North 63°00'08" East;

Page 1 of 2

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March 16, 2007
Legal Description
Homestead Camp Verde - Parcel 18

Thence Southeasterly along said curve, through a central angle of $21^{\circ}07'38''$, a distance of 196.91 feet to the beginning of a tangent reverse curve of 25.00-foot radius, concave Westerly;

Thence Southerly, along said curve, through a central angle of $82^{\circ}01'19''$, a distance of 35.79 feet;

Thence South $47^{\circ}15'39''$ East, a distance of 50.68 feet a point on a 25.00-foot radius non-tangent curve, whose center bears South $57^{\circ}17'37''$ East;

Thence Easterly, along said curve, through a central angle of $94^{\circ}05'46''$, a distance of 41.06 feet;

Thence South $53^{\circ}11'51''$ East, a distance of 577.08 feet the beginning of a 446.00-foot radius tangent curve, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

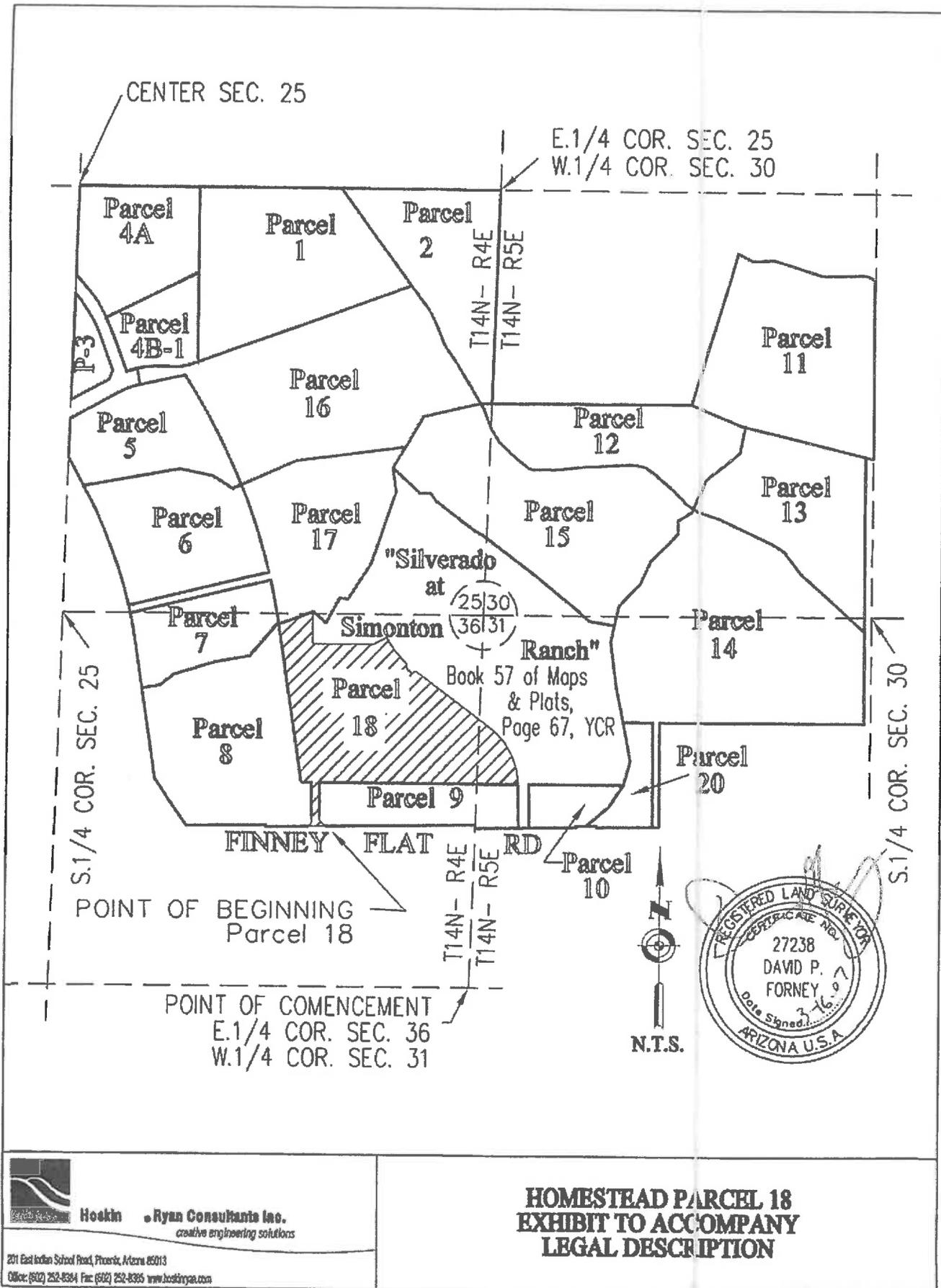
Thence, departing said Boundary, North $89^{\circ}59'02''$ West, a distance of 1,260.48 feet;

Thence South $00^{\circ}48'55''$ East, a distance of 235.16 feet;

Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

The above described parcel contains 22.97 acres, more or less.





 **Hoekin • Ryan Consultants Inc.**
creative engineering solutions

201 East Indian School Road, Phoenix, Arizona 85013
Office: (602) 252-4384 Fax: (602) 252-4385 www.hoekin.com

**HOMESTEAD PARCEL 18
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

G:\PROJECTS\04\04-108 HOMESTEAD COMP VERD\01 SURVEYS, LEGALS-SIMONTON\PARCEL 18

EXHIBIT "A"
LEGAL DESCRIPTION

CLUBHOUSE AREA

That portion of the Southeast Quarter of Section 25 and the Northeast Quarter of Section 36, Township 14 North, Range 4 East and the Northwest Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, more particularly described as follows:

COMMENCING at a found B.L.M. brass capped iron post monumenting the Northwest corner of said Section 31, from which a found marked stone monumenting the West Quarter corner of said Section 31 bears South 01°48'50" West, a measured geodetic bearing and Basis of Bearings for this description, a distance of 2,645.28 feet;

THENCE South 01°48'50" West, along the West line of said Section 31, a distance of 1,322.56 feet to a found plastic capped iron bar stamped "LS 18214" monumenting a point on the North Right of Way line of Finnie Flat Road;

THENCE North 89°11'26" East, departing from said West line, along said North Right of Way line, a distance of 252.89 feet to a calculated point, being the **TRUE POINT OF BEGINNING**;

THENCE North 44°11'26" East, departing from said North Right of Way line, a distance of 28.28 feet to a calculated point;

THENCE North 00°48'34" West, a distance of 244.29 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 89°11'26" West, a distance of 446.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 407.80 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of North 27°00'13" West and a chord length of 393.74 feet to the end of said curve;

THENCE North 53°11'51" West, a distance of 577.09 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southerly, the radius point of which bears South 36°48'09" West, a distance of 25.00 feet;

THENCE Northwesterly, Westerly and Southwesterly, along a curve to the left, an arc length of 41.06 feet, through a central angle of 94°05'46", said curve being subtended by a chord bearing of South 79°45'16" West and a chord length of 36.60 feet to the end of said curve;

THENCE North 47°15'39" West, a distance of 50.68 feet to a calculated point, being the point of curvature of a circular, non-tangent curve, concave Westerly, the radius point of which bears North 56°06'12" West, a distance of 25.00 feet;

THENCE Northerly and Northwesterly, along a curve to the left, an arc length of 35.79 feet, through a central angle of 82°01'19", said curve being subtended by a chord bearing of North 07°06'51" West and a chord length of 32.81 feet to the end of said curve, being the point of curvature of a

circular, tangent reverse curve, concave Northeasterly, the radius point of which bears North 41°52'30" East, a distance of 534.00 feet;

THENCE Northwesterly, along a curve to the right, an arc length of 196.91 feet, through a central angle of 21°07'38", said curve being subtended by a chord bearing of North 37°33'41" West and a chord length of 195.79 feet to the end of said curve;

THENCE South 63°00'08" West, a distance of 99.53 feet to a calculated point;

THENCE North 89°59'02" West, a distance of 380.47 feet to a calculated point;

THENCE North 00°00'58" East, a distance of 200.21 feet to a calculated point;

THENCE South 49°39'30" East, a distance of 105.38 feet to a calculated point;

THENCE North 29°26'07" East, a distance of 176.87 feet to a calculated point;

THENCE South 83°55'39" East, a distance of 52.00 feet to a calculated point;

THENCE North 33°18'36" East, a distance of 264.66 feet to a calculated point;

THENCE North 19°07'31" East, a distance of 476.79 feet to a calculated point;

THENCE North 08°38'34" West, a distance of 153.11 feet to a calculated point;

THENCE South 44°00'57" East, a distance of 106.08 feet to a calculated point;

THENCE South 51°04'41" East, a distance of 130.62 feet to a calculated point;

THENCE North 89°26'19" East, a distance of 25.00 feet to a calculated point;

THENCE South 00°33'41" East, a distance of 76.84 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Westerly, the radius point of which bears South 89°26'19" West, a distance of 100.00 feet;

THENCE Southerly, along a curve to the right, an arc length of 56.47 feet, through a central angle of 32°21'15", said curve being subtended by a chord bearing of South 15°36'56" West and a chord length of 55.72 feet to the end of said curve;

THENCE South 31°47'34" West, a distance of 310.64 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Easterly, the radius point of which bears South 58°12'26" East, a distance of 500.00 feet;

THENCE Southwesterly, Southerly and Southeasterly, along a curve to the left, an arc length of 741.68 feet, through a central angle of 84°59'24", said curve being subtended by a chord bearing of South 10°42'08" East and a chord length of 675.53 feet to the end of said curve;

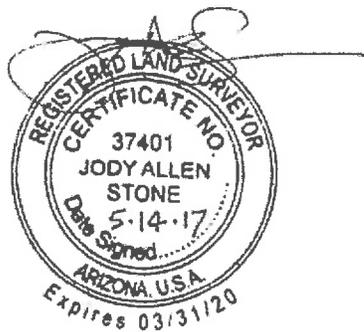
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

THENCE Southeasterly and Southerly, along a curve to the right, an arc length of 438.89 feet, through a central angle of 52°23'17", said curve being subtended by a chord bearing of South 27°00'13" East and a chord length of 423.76 feet to the end of said curve;

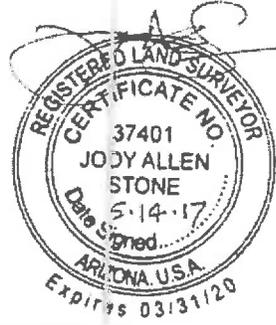
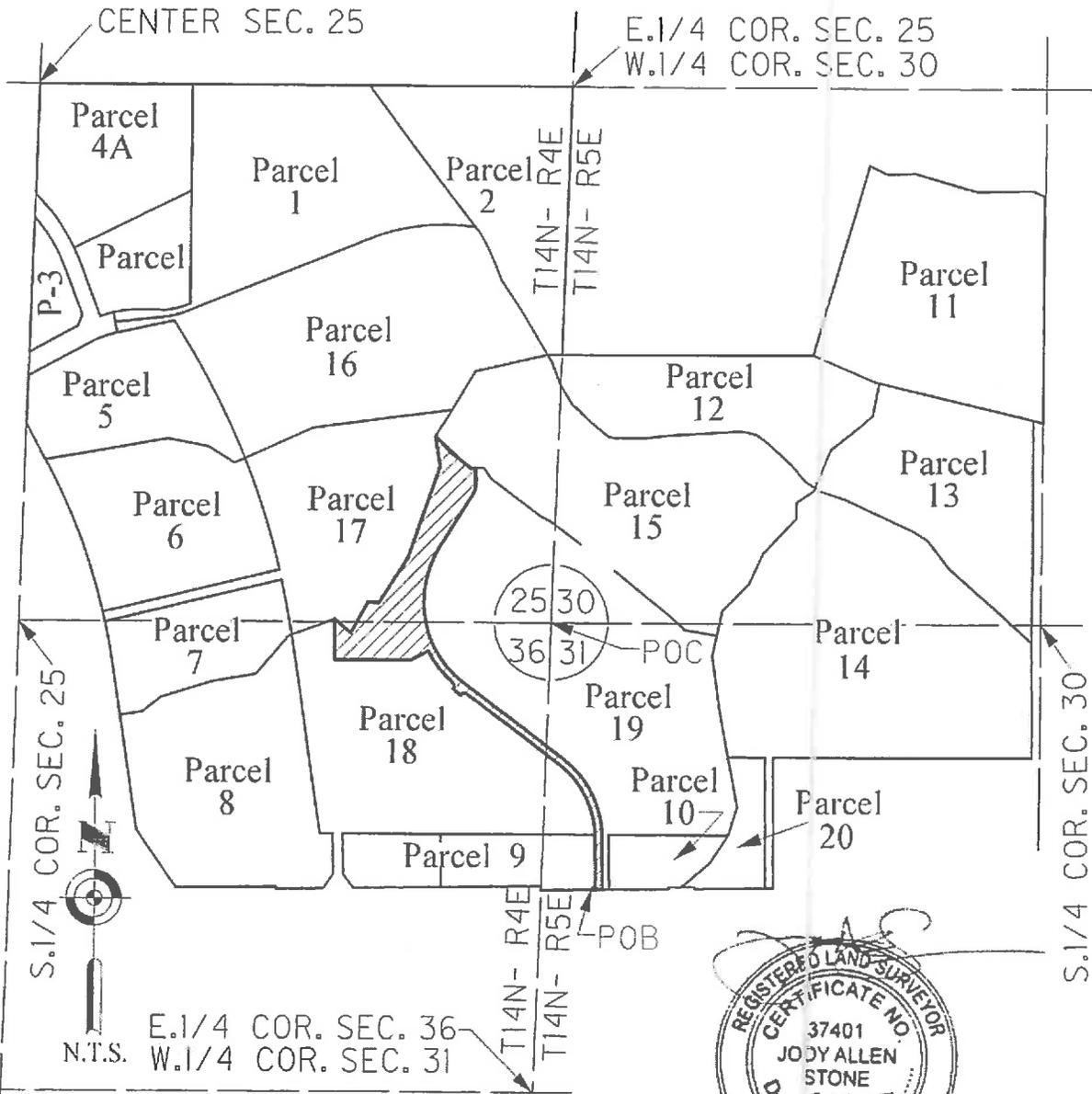
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

THENCE South 89°11'26" West, along said North Right of Way line, a distance of 54.00 feet to the **TRUE POINT OF BEGINNING**.

Comprising 294,975 square feet or 6.77 acres.



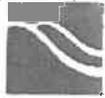
P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT



 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 5050 N 40th Street, Phoenix, Arizona 85018
 Office: (602) 252-3384 Fax: (602) 252-8385 www.hoskinryan.com

**SILVERADO AT SIMONTON RANCH
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

SEFILES
 SOATES



Hoskin • Ryan Consultants, Inc.

creative engineering solutions

May 8, 2006

Legal Description Homestead Camp Verde Parcel 9 – Lot 3

That part of the Northwest Quarter of Section 31, Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 36, monumented with a marked stone, from which the Northeast Corner of said Section 36, monumented with a BLM Brass Cap, bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the East line of said Section 36, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 117.89 feet to the POINT OF BEGINNING;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 273.25 feet;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 154.97 feet to a point on a 446.00 foot radius, non-tangent curve, whose center bears South 88 degrees 19 minutes 32 seconds West;

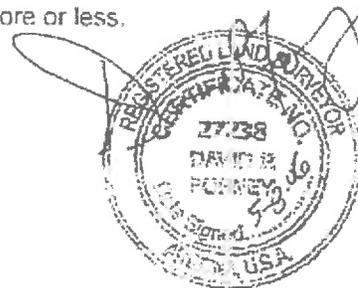
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

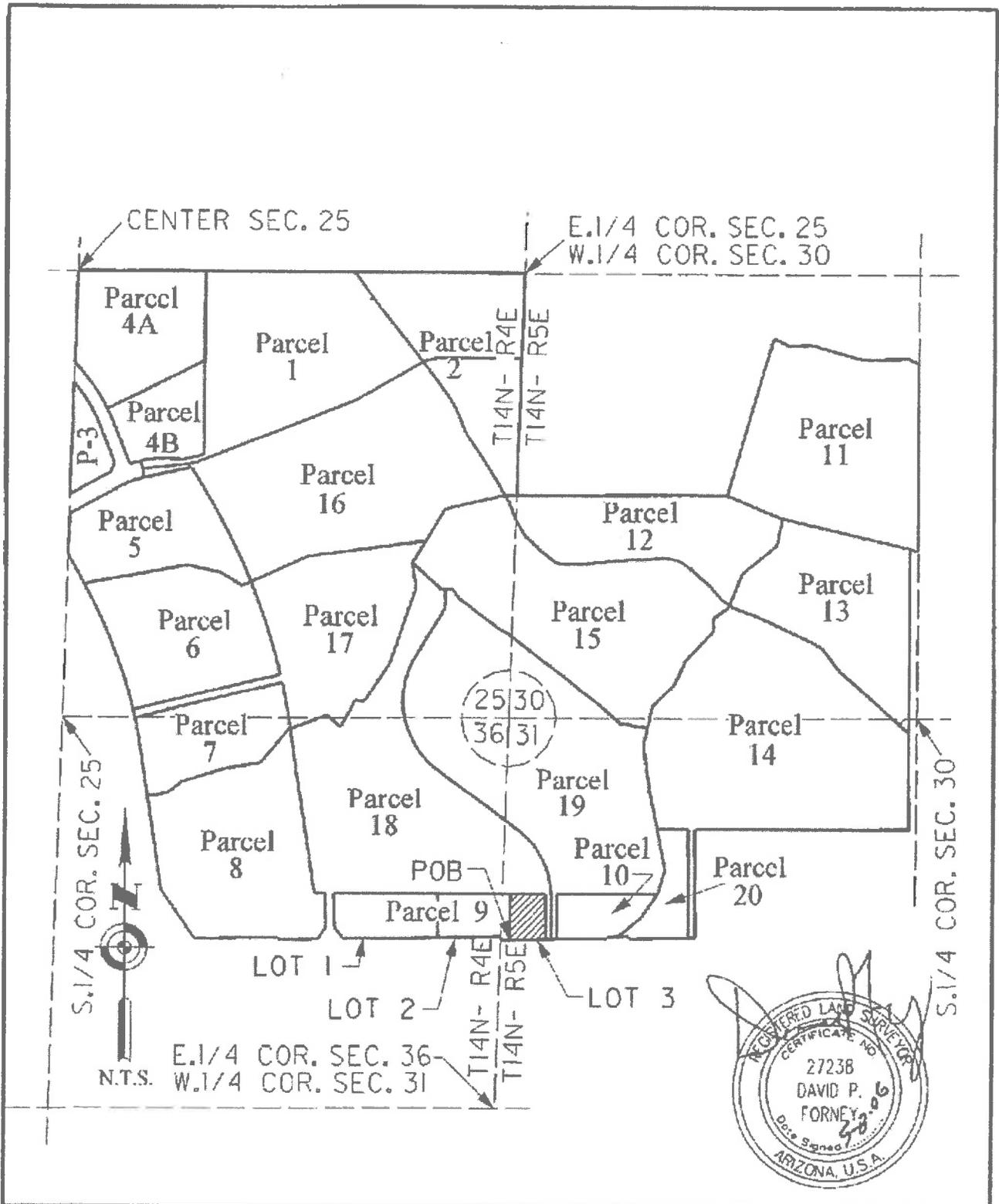
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 23.28 feet;

Thence South 89 degrees 11 minutes 26 seconds West, a distance of 135.00 feet to the POINT OF BEGINNING.

The above described parcel contains 0.96 acres, more or less.





 **Hoskin-Ryan Consultants Inc.**
creative engineering solutions
 3003 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2502
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.com

**PUBLIC UTILITY EASEMENT
 FOR HOMESTEAD PARCEL 9 LOT 3
 EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION**

G:\Projects\04\04 108 Homestead Comp Verde\01 Surveys, Legals - S\MONTON\PUF-PAR9_LO13.dwg 5/8/2006

Corrected Exhibit A

PARCEL 1:

That part of the Southeast Quarter of Section 25 Township 14 North, Range 4 East and the Southwest Quarter of Section 30, Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 30 from which the Southwest Corner of Section 30 bears South 01 degrees 50 minutes 26 seconds West, a distance of 2642.08 feet;

Thence South 01 degrees 50 minutes 26 seconds West along the West line of said Section 30, a distance of 1321.04 feet;

Thence South 89 degrees 53 minutes 49 seconds West, a distance of 72.40 feet to the POINT OF BEGINNING;

Thence South 31 degrees 29 minutes 16 seconds East, a distance of 42.98 feet;

Thence South 21 degrees 32 minutes 18 seconds East, a distance of 123.85 feet;

Thence South 31 degrees 39 minutes 02 seconds East, a distance of 106.31 feet;

Thence South 47 degrees 50 minutes 25 seconds East, a distance of 131.39 feet;

Thence South 51 degrees 47 minutes 23 seconds East, a distance of 112.98 feet;

Thence South 76 degrees 36 minutes 49 seconds East, a distance of 34.90 feet;

Thence North 89 degrees 52 minutes 30 seconds East, a distance of 148.75 feet;

Thence North 83 degrees 07 minutes 47 seconds East, a distance of 121.36 feet;

Thence North 86 degrees 17 minutes 36 seconds East, a distance of 327.01 feet;

Thence South 86 degrees 49 minutes 52 seconds East, a distance of 48.16 feet;

Thence South 75 degrees 10 minutes 49 seconds East, a distance of 55.96 feet;

Thence South 54 degrees 07 minutes 26 seconds East, a distance of 71.29 feet;

Thence South 48 degrees 04 minutes 15 seconds East, a distance of 164.13 feet;

Thence South 40 degrees 32 minutes 49 seconds East, a distance of 103.11 feet;

Thence South 56 degrees 46 minutes 08 seconds East, a distance of 56.01 feet;

Thence South 22 degrees 19 minutes 02 seconds West, a distance of 20.11 feet;

Thence South 56 degrees 26 minutes 58 seconds West, a distance of 102.34 feet;

Thence South 00 degrees 01 minutes 25 seconds East, a distance of 78.92 feet;

Thence South 43 degrees 19 minutes 54 seconds West, a distance of 239.21 feet;

Thence South 24 degrees 35 minutes 24 seconds West, a distance of 159.76 feet;

Thence South 44 degrees 01 minutes 06 seconds West, a distance of 186.33 feet;

Thence South 12 degrees 46 minutes 24 seconds West, a distance of 123.86 feet;

Thence North 77 degrees 13 minutes 36 seconds West, a distance of 156.36 feet;
Thence North 53 degrees 11 minutes 51 seconds West, a distance of 1566.16 feet;
Thence North 08 degrees 38 minutes 34 seconds West, a distance of 2.00 feet;
Thence North 31 degrees 50 minutes 08 seconds East, a distance of 152.96 feet;
Thence North 30 degrees 41 minutes 07 seconds East, a distance of 222.64 feet;
Thence North 77 degrees 05 minutes 30 seconds East, a distance of 366.84 feet to the POINT OF BEGINNING.

PARCEL 2:

That part of the Southeast Quarter of Section 25, part of the Northeast Quarter of Section 36, Township 14 North, Range 4 East and part of the Southwest Quarter of Section 30, part of the Northwest Quarter of Section 31 Township 14 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 31 from which the Northwest Quarter Corner of said Section 31 bears North 01 degrees 48 minutes 50 seconds East, a distance of 2645.28 feet;

Thence North 01 degrees 48 minutes 50 seconds East along the West line of said Section 31, a distance of 1322.72 feet;

Thence North 89 degrees 11 minutes 26 seconds East, a distance of 306.89 feet to the POINT OF BEGINNING,

Thence continuing North 89 degrees 11 minutes 26 seconds East, a distance of 34.00 feet;

Thence North 00 degrees 48 minutes 34 seconds West, a distance of 264.29 feet to the beginning of a tangent curve whose radius bears South 89 degrees 11 minutes 26 seconds West, a distance of 514.00 feet;

Thence Northerly along the arc of said curve through a central angle of 00 degrees 38 minutes 29 seconds, an arc length of 5.75 feet to a point of non tangency;

Thence South 89 degrees 59 minutes 02 seconds East, a distance of 593.80 feet;

Thence North 16 degrees 35 minutes 14 seconds East, a distance of 148.95 feet;

Thence North 11 degrees 00 minutes 13 seconds West, a distance of 474.09 feet;

Thence North 07 degrees 51 minutes 58 seconds West, a distance of 283.37 feet;

Thence North 12 degrees 46 minutes 24 seconds East, a distance of 103.05 feet;

Thence North 80 degrees 25 minutes 35 seconds West, a distance of 160.33 feet to the beginning of a non-tangent curve whose radius point bears South 44 degrees 44 minutes 40 seconds West, a distance of 1010.00 feet;

Thence Northwesterly along the arc of said curve through a central angle of 06 degrees 09 minutes 12 seconds, an arc length of 108.47 feet to a point of tangency;

Thence North 51 degrees 24 minutes 33 seconds West, a distance of 348.24 feet;

Thence North 53 degrees 20 minutes 14 seconds West, a distance of 154.22 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 249.41 feet;

Thence North 62 degrees 39 minutes 36 seconds West, a distance of 60.83 feet;

Thence North 53 degrees 11 minutes 51 seconds West, a distance of 300.00 feet;

Thence North 34 degrees 45 minutes 45 seconds West, a distance of 63.25 feet;

Thence South 89 degrees 26 minutes 19 seconds West, a distance of 41.50 feet;

Thence South 00 degrees 33 minutes 41 seconds East, a distance of 76.84 feet to the beginning of a tangent curve whose radius point bears South 89 degrees 26 minutes 19 seconds West, a distance of 100.00 feet;

Thence Southerly along the arc of said curve through a central angle of 32 degrees 21 minutes 15 seconds, an arc length of 56.47 feet to a point of tangency;

Thence South 31 degrees 47 minutes 34 seconds West, a distance of 310.64 feet to the beginning of a tangent curve whose radius point bears South 58 degrees 12 minutes 26 seconds East, a distance of 500.00 feet;

Thence Southerly along the arc of said curve through a central angle of 84 degrees 59 minutes 24 seconds, an arc length of 741.68 feet to a point of tangency;

Thence South 53 degrees 11 minutes 51 seconds East, a distance of 627.98 feet to the beginning of a tangent curve whose radius point bears South 36 degrees 48 minutes 09 seconds West, a distance of 480.00 feet;

Thence Southerly along the arc of said curve through a central angle of 52 degrees 23 minutes 17 seconds, an arc length of 438.89 feet to a point of tangency;

Thence South 00 degrees 48 minutes 34 seconds East, a distance of 264.29 feet to the Point of Beginning.

Revised 8/16/17

Application #: 2017-0395



Land Use Application Form

1. Application is made for:

- | | | |
|-------------------------------------------|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Silverado at Simonton Ranch

3. Contact information: (a list of additional contacts may be attached)

Owner Name: <u>Multiple - See attached.</u>	Applicant Name: <u>Adam Baugh/Withey Morris, PLC</u>
Address: _____	Address: <u>2525 E. Arizona Biltmore Circle Ste. A-212</u>
City: _____ State: _____ Zip: _____	City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85016</u>
Phone: _____	Phone: <u>602-230-0600</u>
E-mail: _____	E-Mail: <u>adam@witheymorris.com</u>

4. Property Description: Parcel Number See attached. Acres: +/- 172.5

Address or Location: Northeast of NEC of Finnie Flat Rd. and SR-260

Existing Zoning: PAD, R1L-5, R1L-8, R1L-35 Existing Use: Undeveloped

Proposed Zoning: R1-PAD Proposed Use: Residential subdivision with amenities.

5. Purpose: (describe intent of this application in 1-2 sentences)

Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: See attached authorization letters. Date: _____ AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] for Adam Baugh Date: 10/9/17

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 3, 2018

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

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Judy Morgan

Agenda Title (be exact): Discussion, consideration and possible appointment of Council Members to serve on various local, regional and state committees.

List Attached Documents: 2017-18 Assignment worksheet; 2016-2017 Council-Committee Assignments

Estimated Presentation Time: 10

Estimated Discussion Time: 10

Reviews Completed by:

- Department Head: Judy Morgan Town Attorney Comments: N/A

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

Background Information:

Each year the Mayor and Council review the Council-Committee Assignment sheet and assign Council Members to various committees as their representatives to these organizations. Assigned representatives are expected to attend and bring back updates and information regarding these organizations to the Council.

Recommended Action (Motion): Appoint Council Members as the Town's official representatives to various affiliated agencies, and Council Committees. This can be done separately or combined.

Instructions to the Clerk:

2017/2018 COUNCIL-COMMITTEE ASSIGNMENTS

COUNCIL MEETING January 3, 2018

COMMITTEES	2016-2017	2017-2018	MEETING TIME	MEETING PLACE	CONTACT PERSON
COPPER CANYON FIRE & MEDICAL AUTHORITY (CC-FMA) LIAISON	GORDON/BAKER		3 RD WEDNESDAY AT 9:30 A.M.	417 S MAIN-TRAINING ROOM https://cc-fma.org	ROBYN COOK 567-9401 EXT 102
YAVAPAI COLLEGE GOVERNING BOARD	BUCHANAN/BAKER		2 ND TUESDAY AT 1:00 P.M.	SEE ATTACHED	KAREN JONES-EXECUTIVE ASST 928-776-2307
YAVAPAI COLLEGE ADVISORY BOARD	DELETE				
LIAISON TO YAVAPAI-APACHE NATION	MAYOR GERMAN/BAKER		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	BAKER/MAYOR GERMAN	BAKER/GERMAN Re-appointed on 10-4-2017	QUARTERLY-4 TH THURSDAY AT 10 AM-12 PM (EXEC 9-10) LUNCH 12:00 PM-1:00 PM	HIGH COUNTRY CONFERENCE CENTER (HCCC) FLAGSTAFF OR AS DESIGNATED	928-774-1895
VVREO	MURDOCK/GORDON		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)	BAKER		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	GORDON/BUCHANAN		AS NEEDED	AS NEEDED	AS NEEDED
MIDDLE VERDE WATER ADVISORY (WAS WAC)	BAKER/MAYOR GERMAN		AS NEEDED	YC BOARD ROOM - 6 TH STREET - COTTONWOOD 1015 FAIR STREET-PRESCOTT	3 RD WEDNESDAY 2:00
VERDE VALLEY HOMELESS COALITION	BAKER/GORDON				
MENTAL HEALTH COALITION- VERDE VALLEY (added 09-23- 2015)			MONTHLY		
VERDE FRONT	MAYOR GERMAN/GORDON		QUARTERLY	COTTONWOOD REC CENTER	
VERDE VALLEY STEERING COMMITTEE OF MATFORCE	BAKER/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		AS NEEDED	MARSHAL'S OFFICE TRAINING ROOM	MARY NEWTON

2016/2017 COUNCIL-COMMITTEE ASSIGNMENTS

COUNCIL MEETING 11-16-2016 (after New Officers are seated)

COMMITTEES	2015-2016	2016-2017	MEETING TIME	MEETING PLACE	CONTACT PERSON
CV FIRE DISTRICT LIAISON	GORDON/BAKER		3 RD WEDNESDAY AT 9:30 A.M.	417 S MAIN – TRAINING ROOM http://www.campverdefire.org	ROBIN COOK 567-9401 EXT 102
CV SCHOOLS EDUCATION FOUNDATION	GORDON/BAKER		QUARTERLY/AS NEEDED	CVUSD 410 Camp Lincoln Rd.	MARY HUDSON 567-8008
YAVAPAI COLLEGE GOVERNING BOARD	CAROL GERMAN/BAKER		2 ND TUESDAY AT 1:00 P.M.	SEE ATTACHED	KAREN JONES-EXECUTIVE ASSIS 928-776-2307
YAVAPAI COLLEGE ADVISORY BOARD	GEORGE/GERMAN				
LIASON TO YAVAPAI-APACE NATION	MAYOR GERMAN/BAKER		THURSDAY AT 9:00 A.M.	2400 W DATSI STREET	KARLA REIMER 567-1003 (Call Weekly to verify meeting)
INTERGOVERNMENTAL ASSOCIATIONS/MEETINGS				COMMUNITY ROTATION	
NACOG-REGIONAL COUNCIL	BAKER/MAYOR GERMAN	BAKER/GERMAN Appointed on 9-17-2016	QUARTERLY-4 TH THURSDAY AT 10:00 A.M.	HIGH COUNTRY CONFERENCE CENTER	928-774-1895
VVREO	WHATLEY/BAKER		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
VERDE VALLEY LAND PRESERVATION	GORDON/CAROL GERMAN		EVERY OTHER MONTH	ALTERNATE LOCATIONS	BOB ROTHROCK 634-3633
ARIZONA MUNICIPAL RISK RETENTION POOL (elected position only)	BAKER		EVERY OTHER MONTH	PHOENIX	
VERDE VALLEY TRANSPORTATION ORG	RON LONG/GEORGE		EVERY OTHER MONTH	COTTONWOOD	
VERDE VALLEY MOBILITY VERDE VALLEY TRANSIT COMMITTEE	GEORGE		MONTHLY		JASON KELLY
VV WATER USERS LIAISON	GORDON/CAROL GERMAN		AS NEEDED	AS NEEDED	AS NEEDED
YC LOCAL DROUGHT IMPACT GROUP	INACTIVE		ANNUALLY	TO BE ANNOUNCED	YC EXTENSION AGENT
MIDDLE VERDE WATER ADVISORY (WAS WAC)	BAKER/MAYOR GERMAN		3 RD WEDNESDAY AT 2:00 P.M.	YC BOARD ROOM - 6 TH STREET – COTTONWOOD 1015 FAIR STREET-PRESCOTT	3 RD WEDNESDAY 2:00
VERDE RIVER BASIN PARTNERSHIP	GEORGE	Per Bruce- this is going away	QUARTERLY	YAVAPAI COLLEGE	DELETE
VERDE VALLEY HOMELESS COALITION	GEORGE				
MENTAL HEALTH COALITION- VERDE VALLEY (added 09-23- 2015)	BRAD GORDON		MONTHLY		

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**QUARTERLY REPORT
Board of Adjustments
October – December 2017**

REGULARLY SCHEDULED MEETINGS (as needed): 0

October 10, 2017 – Regular Session

CANCELLED, NO BUSINESS BEFORE THE BOARD

November 14, 2017 – Regular Session

CANCELLED, NO BUSINESS BEFORE THE BOARD

December 12, 2017 – Regular Session

CANCELLED, NO BUSINESS BEFORE THE BOARD

SPECIAL SESSIONS: 0

WORK SESSIONS: 0

THE FOLLOWING APPLICATIONS WERE APPROVED:

There were no applications approved.

THE FOLLOWING APPEAL WAS DENIED:

There were no appeals denied.

THE FOLLOWING APPLICATIONS WERE DENIED:

There were no applications denied.

THE FOLLOWING ITEMS WERE DISCUSSED BY BOARD:

There were no items discussed.

THE FOLLOWING ITEMS WERE DISCUSSED IN WORK SESSIONS:

There were no items discussed in work sessions.

THE FOLLOWING PRESENTATIONS WERE HEARD BY THE BOARD:

There were no presentations heard by the board.

TRAINING:

There was no training.

COMMENTS:

QUARTERLY REPORT
Planning and Zoning Commission
October – December 2017

SCHEDULED MEETINGS: 3

October 5, 2017:

Present: Davis, Helm, Blue, Norton, Hisrich, George; Freeman was absent.

The following recommendations were made to Council

Recommendation of approval for an application, submitted by Abide Maternity Home, for a Zoning Map Change from R1-35 (Residential: Single Family, 35,000-Square-Foot Minimum Lot Size) to RS (Residential and Services) to allow for the expansion of their existing services. The property is located at 2480 N. Arena Del Loma, Parcel No. 403-19-137.

Recommendation of approval for a Text Amendment to the Town of Camp Verde Planning & Zoning Ordinance amending Section 102B, Non-Conforming Uses and Structures; Section 103, Definition of Terms; Section 203, Use Districts; Section 204, Use District Regulatory Criteria; Section 301, Exceptions to Yard and Height Requirements; Section 303, Home Occupations; Section 306, Mobile/Manufactured Home Parks (MHP & RV Parks); Section 312, Shipping Containers; Section 403, Off-Street Parking and Loading; and Section 405, Outdoor Lighting.

November 9, 2017:

Present: Davis, Helm, Blue, Norton, George; Hisrich and Freeman were absent.

The following recommendation was made to Council

Recommendation of approval regarding an application, submitted by Carrie Singer, representative for Animal Guardian Network, for a Use Permit for Agri-Tourism in an RR-2A District (Rural Residential, 2-Acre Minimum Lot Size) to establish an animal sanctuary and healing ranch. The property is located at 2555 N. Arena Del Loma Rd, on Parcel 403-19-007S.

December 7, 2017:

Present: Davis, Helm, Blue, Norton, George, Hisrich; Freeman was absent.

The following recommendations were made to Council

Recommendation of approval regarding an application submitted by John Stoumbis, requesting an amendment to the Town Zoning Map to change the zoning classification from C2-4 District (Commercial: General Sales & Service, 4,000-Square-Foot Minimum Lot Size) to C2 PAD (Commercial: General Sales & Service, Planned Area Development), to establish a Recreational Vehicle (RV) Park. The property is located at 27 W. Head Street, on Parcel 404-28-063J

Recommendation of approval an application submitted by Withey Morris, PLC, requesting an amendment to the Town Zoning Map to change the zoning classification from PAD (Planned Area Development), R1L- 5, R1L-8, and R1L-35, (Residential: Single Family Limited, 5,000-, 8,000-, and 35,000-Square-Foot Minimum Lot Sizes), to R1 PAD (Residential: Single Family, Planned Area Development), for an approximately 173-acre, single family residential development and associated amenities; and to change the zoning classification from C2 (Commercial: General Sales & Service) to C2 PAD (Commercial: General Sales & Service, Planned Unit Development)

for a one-acre parcel at the northwest corner of Finnie Flat Road and the proposed subdivision entrance. The property is located on the north side of Finnie Flat Road, just east of the State Route 260 intersection, and includes Parcels 403-23-102, 403-23-102U, 403-23- 104L, 403-23-432F, 403-23-432J, 403-23-104X, 403-23-103P, 403-23-429, 403-23-430B, 403-23-432C, 403-23-432D, 403-23- 432E, 403-23-415B, and 403-23-103X.

WORK SESSIONS: 0

There were no work sessions scheduled during this quarter.

THE FOLLOWING ITEMS WERE TABLED BY THE COMMISSION:

There were no items tabled by the Commission.

THE FOLLOWING ITEMS WERE DISCUSSED IN JOINT WORK SESSIONS WITH COUNCIL:

There were no Joint Work Sessions scheduled this quarter.

THE FOLLOWING SPECIAL PRESENTATIONS WERE HEARD BY THE COMMISSION:

There were no Special Presentations before the Commission.

COMMENTS:

There were no additional comments provided to the Commission.



Agenda Item Submission Form – Section I

Meeting Date: January 3, 2018

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

Requesting Department: Clerk’s Office

Staff Resource/Contact Person: Virginia Jones

Agenda Title (be exact): Discussion, consideration and possible appointment of 3 members to the Planning & Zoning Commission, for terms that will expire January 2021, and Appointment of 2 members to the Board of Adjustments & Appeals for terms that expire 2021.

List Attached Documents: Letters of Interest

Estimated Presentation Time: N/A

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head:** Virginia Jones **Town Attorney Comments:** N/A
- Finance Department** N/A

Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information:

Recommended Action (Motion): Move to appoint (insert the name you would like appointed) to the Planning & Zoning Commission for a term that expires January 2021

Instructions to the Clerk: N/A – Oath of Office if necessary.

Volunteer Sought



Letters of interest are now being accepted for volunteers to serve on the following Committee/Commissions:

Planning & Zoning Commission – 3 Seats
available for a term that expires January 2021

Board of Adjustment and Appeals – 2 seat
available for a term that expires January 2021

Letters of interest will be accepted in the Clerk's Office at 473 S. Main Street, Room 102 until noon December 26, 2017. Council will make the appointments at the January 3, 2018 Regular Session

Interested parties may obtain the letter of interest form at www.campverde.az.gov or pick up a letter of interest form at Town Hall, located at 473 S. Main Street, Room 102.

All members are appointed to Boards and Commissions to three (3) year terms that begin January 2018.

Posted Virginia Jones Date/Time 12/13/17 at 12:57 PM



Camp Verde, Arizona

LETTER OF INTEREST

Name: DOUG STEVENS		Date: 12-27-17	
Home Address: RIO VERDE LANE CAMP VERDE 86322			
Mailing Address, if different:			
Email Address:			
Home Telephone:		Work Telephone:	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde: 14		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable): STEVENS SOUTHWEST			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served:			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. BOA		3.	
2.		4.	

Education and Community Service

Schools Attended:	Degree:	Year:	
NORTHERN ARIZONA U	BACHELOR'S	1986	
NORTHERN AZ U	BACHELOR'S	1984	
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
NAHS	BOARD MEMBER	2012	2015
BOA CV	CHAIRMAN	2014	2015

Please state why you would like to be appointed to a Town Board, Commission, or Committee: CITIZENRY RESIDE ON THE BOA GIVES ME AN OPPORTUNITY TO SERVE CV

Have you ever been charged and convicted of a crime? Yes No
If yes please explain.

What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?

- (a) **TO HEAR & DECIDE REQUESTS FOR VARIANCES FROM THE ZONING PROVISIONS OF THE TOWN'S CODES**
- (b) **MAKE IMPARTIAL DECISIONS BASED ON THE FACTS ESTABLISHED DURING THE MEETINGS**
- (c) **REMAIN RESPECTFUL OF OTHERS OPINIONS AND REMAIN FOCUSED ON THE ISSUES**

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: I FEEL I AM QUALIFIED TO SERVE

CAMP VERDE ON THE BOA BECAUSE I
AM A PAST CHAIRMAN AND CURRENT MEMBER
OF THE BOARD. I UNDERSTAND THE
RESPONSIBILITIES OF THE BOARD AND ITS
MEMBERS

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature: _____



Date: _____

12-27-17

	Date:
Date Contacted & Invited to Appear before Council:	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to:	



Camp Verde, Arizona

LETTER OF INTEREST

Name: <u>Greg Blue</u>		Date: <u>12.26.2017</u>	
Home Address: <u>S MURDOCK RD, CAMP VERDE AZ</u>			
Mailing Address, if different: <u>86328</u>			
Email Address:			
Home Telephone:		Work Telephone:	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <u>20 YES</u>		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>2 AND BOA</u>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1.		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:
Please state why you would like to be appointed to a Town Board, Commission, or Committee: _____			
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please explain.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a)			
(b)			
(c)			

Please see previous application

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

CURRENTLY ON BOARD

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

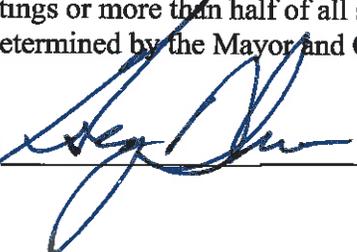
Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature:



Date:

12.16.17

	Date:
Date Contacted & Invited to Appear before Council	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to:	

Previous Application



Camp Verde, Arizona

LETTER OF INTEREST

Name: GREGORY BLUE		Date: 04-20-2011	
Home Address: MURDOCK CAMP VERDE, AZ 86322			
Mailing Address, if different: E. CLIFF HOUSE DR. #A CAMP VERDE, AZ 86322			
Email Address: _____			
Home Telephone: _____		Work Telephone: _____	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Length of residency in the Town of Camp Verde: 10 YEARS		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable): 95 E. CLIFF HOUSE DR. #A ZUMA-S/W CUSTOM CONSTRUCTION CAMP VERDE AZ 86322			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: ZORC - 2010, HOUSING COMMISSION - 2008, ADOT BYPASS COMMISSION 2006			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. PLANNING + ZONING COMMISSION		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
SANTA BARBARA HIGH SCHOOL		GENERAL	1969
Civic Activities-Service Organizations		Office Held:	Year Begun:
① CITY OF COTTWOOD		COUNCIL	1990
② " "		P&Z COMMISSION	1988
			1997
			1990
Please state why you would like to be appointed to a Town Board, Commission, or Committee: EVERY DECISION MADE SHOULD BE FOR THE BENEFIT OF THE FUTURE OF CAMP VERDE.			
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes please explain.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a) PROVIDE CLEAR, CONCISE & ACCURATE INFORMATION FOR THE COUNCIL'S FINAL DECISION			
(b) IMPARTIAL & FAIR REPRESENTATION OF PLANNING & ZONING CODES			
(c) A WORKING RELATIONSHIP W/ OTHER BOARDS, COMMITTEE MEMBERS PROVIDING CLARITY OF ZONING & PLANNING CODES			

#3

CITY OF COTTONWOOD

DEVELOPMENT REVIEW

1986

1989

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: FROM YEARS OF SERVICE ON BOARDS, COMMISSIONS,

AS WELL AS ACTUAL BUILDING AND DEVELOPMENT

THROUGH THE VERDE VALLEY, I AM AN EXPERIENCED

STAKEHOLDER IN THE FUTURE AND QUALITY OF

LIFE IN CAMP VERDE.

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature: [Handwritten Signature] Date: 12.3.2017

Date Contacted & Invited to Appear before Council	Date
Status concerning individual	
Date Appointed by Council	
Board or Commission appointed to	

Reappoint



Camp Verde, Arizona

LETTER OF INTEREST

Name: CHIP NORTON		Date: 12-15-2017	
Home Address: [REDACTED] MONROE LANE, CAMP VERDE			
Mailing Address, if different: PO BOX [REDACTED], CAMP VERDE 86322			
Email Address: [REDACTED]			
Home Telephone: [REDACTED]		Work Telephone: [REDACTED]	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Length of residency in the Town of Camp Verde: 15 YEARS		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable): SALT MINE VINEYARD 536 SALT MINE ROAD / SINAGUA MOUNT PO BOX 1750			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: CORPORATE OFFICER / D.L. NORTON			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: P&Z (6 TO PRESENT) DESIGN REVIEW BOARD (2008 UNTIL P&Z TEAM)			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. P&Z		3.	
2.		4.	

Education and Community Service

Schools Attended:	Degree:	Year:	
CAMELBACK High	GRADUATE	1967	
ARIZONA STATE UNIVERSITY		1967-1971	
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
FRIENDS OF THE VERDE RIVER	PRESIDENT	2009	CURRENT
VERDE NATURAL RESOURCE COMMISSION	CHAIRMAN	2010	CURRENT

Please state why you would like to be appointed to a Town Board, Commission, or Committee: **TO GIVE BACK TO THE COMMUNITY THROUGH SERVICE**

Have you ever been charged and convicted of a crime? Yes No

If yes please explain.

What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?

(a) **TO PROVIDE INFORMED PROFESSIONAL RECOMMENDATIONS**

(b) **WILLINGNESS TO LISTEN, RESPECT FOR ALL CITIZENS, NOT JUST THE PRIVILEGED**

(c) **RESPECT, CIVIL DISCOURSE, WILLINGNESS TO LISTEN**

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

BUSINESS CAREER IN CONSTRUCTION
FAMILIARITY WITH GOVERNMENT REGULATION & ORDINANCE
STRONG SENSE OF FAIRNESS & OBJECTIVITY
COMMITMENT TO SERVING THE COMMUNITY

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

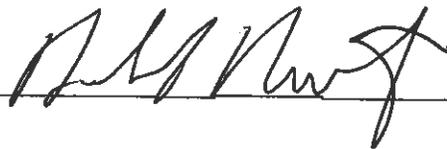
Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature:



Date: 12/15/2017

	Date: 12-27-17
Date Contacted & Invited to Appear before Council:	
Staff Contacting Individual when dropping off letter - notice of 1/3/18 council meeting	
Date Appointed by Council	
Board or Commission appointed to:	



Town of Camp Verde

Meeting Date: January 3, 2018

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

Requesting Department: Administration/Sanitary Division

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible approval of agreement to continue progress made on energy saving solutions by engaging Wendel in final design and scoping of Photovoltaic Solar at the Sewer Plant and lighting throughout the Town’s facilities including Main Street lighting.

List Attached Documents:

1. Cost Proposal by Wendel
2. Excerpts from Wendel energy audit associated with these two projects

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews Completed by:

- Department Head: Russ Martin**
 Town Attorney Comments:
 Finance Department:

Allocation of resources for Solar is part of application to WIFA, additional resources will need to be identified for lighting project depending on final scope and savings.

Background Information:

In 2017 we started by engaging contracts with energy services companies who could comprehensively look at opportunities to save energy throughout our facilities. We accomplished an audit that was “investment grade” for the cost of \$55,000, 35K from Sewer/20K from General as proposed and now completed as of July 2017. From that point we have worked to find resources for the projects that financially are feasible and meet the requirement to pay off within a 15-year investment timeframe. We have completed a significant portion of that funding puzzle by application last week for WIFA (Wastewater Infrastructure Finance Authority) monies inclusive of the amounts necessary to complete two of the identified projects from that study from the Sewer Division.

First is the Solar project at the sewer plant, this project as described will develop as much as possible and to the extent of practical at this time given our type of usage at the plant. We have applied for and anticipate receiving up to \$500,000 for development of this system through WIFA. Now that we are in the process with a fee study and WIFA governing board expected consideration in February 2018 we can now move forward with commitment on final design of the system for construction anticipated to begin this summer, assuming we can close on finances by May 2018. Second, and worth mentioning from that same audit, is at the plant and is the drying beds that are designed and nearly ready for construction funding for the completion again this project is partially contingent on receiving funding from WIFA. The approval here does not include this project at this point even though it was identified for straightforward savings, we are completing the design phase with a different engineer. Per the audit, updated to reflect my request to push the limit up given growth in system is imminent, \$420,480.

Finally, the other part of this request comes from a complete redo on our lighting throughout most of facilities and Main Street. This requires a different funding mechanism and at this time staff is suggesting possible use of reserves. The savings year to year would then be directly saved in budgeted reductions in electric costs as projected by the audit. Specifically, we would use per the audit \$156,822 for interior/exterior work as outlined below.

All numbers are inclusive of design/construction costs per the attached contract with the additional \$55,000 rolled in respectfully (35K/20K) at construction financing time (anticipated May 2018)

The summary is as follows:

Facility	ECM No.	Energy Conservation Measure	Total Measure Cost (\$)
100 BLDG	1.1	Lighting System Improvements	\$13,197
200 BLDG	1.1	Lighting System Improvements	\$1,863
300 BLDG	1.1	Lighting System Improvements	\$27,932
Archaeology Center	1.1	Lighting System Improvements	\$1,760
Butler Park	1.1	Lighting System Improvements	\$518
CVMO	1.1	Lighting System Improvements	\$20,340
Library	1.1	Lighting System Improvements	\$32,636
Maintenance Shop	1.1	Lighting System Improvements	\$964
Pool/Skate Park	1.1	Lighting System Improvements	\$3,448
Public Works Yard (Streets)	1.1	Lighting System Improvements	\$4,083
Town-Wide	1.1	Exterior Lighting Upgrades (Multiple-Sites)	\$47,452
WWTP	1.1	Lighting System Improvements	\$2,629
Town-Wide	1.2	Streetlighting	\$232,151
WWTP	8.1	Ground Mount Solar Array - 100% Demand	\$420,480
PROGRAM TOTALS			\$809,452

Financing each area would be as follows:

Sewer Plant/Photovoltaic including lighting at Sewer:

WIFA (principal forgiveness expected because of “green project” compliant) – up to \$500,000, project cost anticipated to be less at \$458,109 again inclusive of the cost of audit.

Lighting:

Town cash/reserves if Council approves, \$156,822. Savings are fluctuating here, but annual reduction in budget per audit would be about \$9000. Savings from some meeting required (per standard) 15 year but on average taking about 18 years to payback in reality. This is a significant issue and needs addressed to really determine whether to move forward with that long of payback and the future of some of the buildings. I anticipate that following or near the end of the payoff of the Library the community will be able to and need to consider a new Town Hall Complex. If this is the case, then the timing and use of this funding needs conversation to ensure this is the proper time for this energy conservation measure.

Alternative to the total light program is to take parts that are sure to be here in 20 years and have the better payback for example in the 200/300 Buildings (Everything but the Court as it is completed). The total alternative would be 29,795 with an annual savings of \$2513 resulting in about a 12-year payback and a total amount that would be more acceptable within current year budget and on buildings unlikely to be removed from use of some kind in almost any future scenario.

Recommended Action (Motion):

Move to authorize signature(s) on design agreement with Wendel including the complete solar project and lighting upgrades in the wastewater division and including the 200 and 300 building Town Hall campus upgrades.

PROJECT DEVELOPMENT AGREEMENT

The purpose of this Project Development Agreement (“PDA”) is to engage Wendel Energy Services, LLC, hereinafter “Wendel”, to develop an Energy Savings Performance Contract (“ESPC”) with associated Assured Performance Guarantee pursuant to the RFP issued by Town of Camp Verde, hereinafter “Owner”, and responded to by a proposal from Wendel dated November 10th, 2016 (“Proposal”). The effective date of this agreement is [\[Insert Date\]](#).

Investment Grade Energy Audit

An Investment Grade Energy Audit (“IGA”) on Owner designated facilities (“Facilities”) was completed on July 17th, 2017 and provided to the Town. The Owner has made a selection of Energy Conservation Measures (“ECM’s”) for implementation (the “Project”) from those presented in the IGA and herewith requests the commencement of design efforts on those ECM’s selected (see Attachment A, ECM’s Selected for PHASE1 Implementation).

Project Contract Documents

During the course of Project development, Wendel shall maintain the ECM’s list which shall contain detailed cost and savings information about each Owner selected ECM. Owner shall be kept informed of the progress on the development of the selected ECM’s and retains the right to withdraw, add or alter ECM’s with the understanding that costs and fees incurred by Wendel on any ECM’s subsequently withdrawn or diminished in scope will be reimbursed to Wendel, and the addition or enhancement of ECM’s will result in increased construction costs and fees.

Wendel will, within a mutually agreed upon time frame, submit to Owner appropriate Project contract documents (“Contract Documents”) to fully implement the selected ECM’s. The Project Contract Documents will include:

1. Design Documents. The design documents will be the documents from which the ECM’s will be constructed. These documents take the finally selected ECM’s identified from the CEA and translates them into engineering drawings and specifications.
2. Draft Assured Performance Guarantee. This document defines (i) the guarantee and (ii) the methods for measuring and verifying the savings (“M&V Plan”) associated with the selected ECM’s. This document will be re-issued as part of the final ESPC when pricing is finalized.
3. Draft Project Build Contract. This is the construction contract that establishes the scope of work and the cost to construct the Project defined by the Design Documents. This document will be re-issued as part of the final ESPC when pricing is finalized.
4. Final Project Contract Document CEA. This is the final study report that reflects only those measures that have been selected at the completion of the CEA and confirmed during Project development.

The Project Contract Documents will be prepared on standardized Wendel contract forms, which will comply with applicable state law and regulations, and will be made available to Owner in advance upon request.

Financing Approach and Request for Proposal

Wendel will identify appropriate potential financing mechanisms such that Owner can implement the improvements to the Facilities. The various mechanisms will be reviewed with the Owner and, if appropriate, a Request for Proposal (“RFP”) for financing will be issued by Wendel on the Owner’s behalf for competitive proposals.

Estimated Project Schedule

It is the intent and commitment of Wendel and Owner to work diligently, and cause others under their direction to work diligently, toward meeting the following timeline:

<u>Task</u>	<u>Estimated Completion Date</u>
Deliver Draft Project Contract Documents	[subject to effective date typically 3-4 month duration]

Deliver Final Project Contract Documents

[subject to effective date |
typically 1 month duration]

Execute ESPC

[subject to effective date |
typically 1 month duration]

To facilitate Project objectives both parties will appoint a Project manager whose responsibility shall be to manage the parties respective contractual responsibilities, monitor Project schedules and act as liaison with their respective internal personnel and management.

Project Development Fee

Upon receipt of this PDA, it is expected that Wendel will begin the Project development work. Assuming no changes in Owner selected ECM's, the Project Development Fee shall not exceed the Total Fee shown below plus any Owner pre-approved reimbursable expenditures made by Wendel on Owner's behalf, e.g. manufacturer required deposits for custom built or other equipment with long delivery lead times. The Project Development Fee is calculated using the fee schedule outlined in Attachment B and assuming a \$500,569 unburdened construction cost estimated for the ECMs presented in the CEA and selected by Owner for implementation (Attachment A), but will be adjusted to reflect final construction costs in the event of changes to selected ECM's.

The Project Development Fee, as a percentage of the unburdened construction cost, shall be as follows:

	<u>Project Development Fee</u>
Program Management and Planning (1/2 of fee)	1.5%
Design and Specifications	7 %
Administration (1/2 of fee)	.5 %
Corporate Overhead (1/2 of fee)	3 %
	<hr/>
Total	12 %

Payments

The above Project Development Fee shall be invoiced and/or vouchered and paid monthly based upon the percent of the Project Development work completed.

The Project Development work shall be considered 100% complete upon delivery of the Project Contract Documents to Owner. If the Owner chooses to cancel or reduce the scope of the Project for any reason at any time, Owner shall be liable to Wendel for the percent of the Project Development work completed through the time of written notice of cancellation or reduction in scope, along with any cancellation or scope reduction related Project costs that cannot be mitigated.

The payment for the IGA will be carried forward and will not become due at this time. The IGA Fee shall be included in the overall project financing and will not be invoiced prior to project financing.

For a project that is not implemented using an Energy Savings Performance Contract deriving from this IGA or for a project that has not entered in to additional agreements as described in the footnote to the estimated schedule within 90 days of IGA completion, the IGA Fee shall become due and paid in full within 30 days of IGA invoice date.

Funding Considerations

If the Project proceeds with escrowed bank financing (a "Project Fund"), the amount of payments made on this PDA by the Owner prior to Project Funding will, at Owner's written request, be reimbursed to Owner by Wendel within ten (10) business days after Wendel receives such amounts from the Project Fund.

DRAFT

Terms and Conditions

This PDA shall be subject to the attached terms and conditions.

Wendel

Owner

Signature

Signature

Joseph DeFazio

Printed Name

Printed Name

Vice President Energy Services

Title

Title

Date

Date

Acknowledgement taken in New York State

Acknowledgement taken in Arizona State

State of New York, County of _____, ss:

State of Arizona, County of _____, ss:

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

On the ____ day of _____, in the year 20__, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Notary Public

TERMS AND CONDITIONS

Obligations of Owner. Owner will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Owner will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address unforeseen circumstances or other conditions that may arise.

Obligations of Wendel. Wendel commits to work in a diligent and timely manner with Owner to deliver the contractual services. Wendel will provide adequate and qualified resources to meet the schedule, and will work with Owner's management in a manner that enables Owner's management to make informed decisions.

Design Services. Architectural and engineering services ("Design Services") shall be procured from independent design professionals licensed to provide Design Services in the geographic location of the Facilities (the "Architect/Engineer"), who shall be retained by Wendel pursuant to a separate agreement between Wendel and the Architect/Engineer. The standard of care for Design Services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time in the geographic location of the Facilities.

Termination. Termination of this PDA can be effected by written notice by the terminating Party to the other Party.

Indemnity. The Parties agree that Wendel shall be responsible only for such injury, loss, or damage as may be caused by the intentional misconduct or negligent acts and/or omissions of Wendel, its officers, agents, directors and employees. Each Party agrees to indemnify the other, including their respective officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct, negligent act and/or omission of their respective officers, agents, directors or employees.

Consequential Damages. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

Non-appropriations Clause. This PDA shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the PDA, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this PDA nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the PDA.

Confidentiality. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees and other consultants who need such confidential information in order to properly prepare the Contract Documents. No information relative to the Project shall be released by Wendel for publication, advertising or for any other purpose without prior approval of the Owner.

Project Documents. All documents, drawings, specifications, electronic data and information prepared, provided or procured by Wendel, its Architect/Engineer, subcontractors and consultants, including the Comprehensive Energy Audit, (collectively the "Project Documents") under this PDA are and remain the property of Wendel as instruments of service. Owner's rights in the documents will be provided for in the final Contract Documents. Owner will receive full ownership rights in the Contract Documents upon full payment of the Project Development Fee. Any use by Owner of the Contract Documents is at Owner's sole risk, and Owner will indemnify and save harmless Wendel for any liability that may arise out of Owner's use thereof.

Force Majeure. Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this PDA was prepared and executed.

Purchase Orders. Owner acknowledges and agrees that any purchase order issued by Owner in accordance with this PDA is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this PDA.

Waiver. No waiver by either Party hereto or any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

Governing Law. This PDA shall be governed by, construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

Binding. This PDA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Entire Agreement. This PDA, together with the RFP and Response embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby.

Authority. Each Party represents and warrants to the other that it has the requisite authority to execute, deliver and perform this PDA, and, that upon such execution and delivery, this PDA shall constitute a valid and binding obligation of such party, enforceable against such party to the fullest extent permitted by law and in accordance with the terms and conditions hereof.

ATTACHMENT A – ECM'S SELECTED FOR IMPLEMENTATION

Lighting System Improvements (Interior and Exterior) at the following facilities:

- 100 BLDG
- 200 BLDG
- 300 BLDG
- Archaeology Center
- Butler Park
- CVMO
- Library
- Maintenance Shop
- Pool/Skate Park
- Public Works Yard (Streets)
- WWTP

Street lighting Improvements (Town Wide)

Photovoltaic System – based on Ground Mounted Solar Array sized to 80% peak demand.

DRAFT

Project Implementation Costs

Comprehensive Energy Audit \$ \$55,000

<u>Unburdened Construction Cost</u> ⁽¹⁾	Less than \$1,000,000	\$1,000,000 to \$3,000,000	Greater than \$3,000,000
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Construction Mark-up ⁽²⁾
(as a % of total unburdened construction cost)

Program Management and Planning	<u>3.0 %</u>	<u>3.0 %</u>	<u>3.0 %</u>
Design and Specifications (Engineer of Record)	<u>7.0 %</u>	<u>7.0 %</u>	<u>7.0 %</u>
Administration	<u>1.0 %</u>	<u>1.0 %</u>	<u>1.0 %</u>
Cost of Risk	<u>0.0 %</u>	<u>0.0 %</u>	<u>0.0 %</u>
Construction Management and ESCO General Conditions	<u>5.0 %</u>	<u>5.0 %</u>	<u>5.0 %</u>
Hazardous Waste Administration	<u>0.5 %</u>	<u>0.5 %</u>	<u>0.5 %</u>
Commissioning	<u>1.0 %</u>	<u>1.0 %</u>	<u>1.0 %</u>
Training	<u>0.5 %</u>	<u>0.5 %</u>	<u>0.5 %</u>
Profit	<u>5.0 %</u>	<u>5.0 %</u>	<u>5.0 %</u>
Corporate Overhead	<u>6.0 %</u>	<u>4.0 %</u>	<u>3.0 %</u>
Other:	<u> %</u>	<u> %</u>	<u> %</u>
Total	30.0 %	28.0 %	27.0 %

Note 1. The unburdened construction cost shall be defined as the value of the actual construction cost paid by the ESCO to its subcontractor(s) for the supply and installation of energy conservation measures without any additional markups by the ESCO. The mark-ups listed above shall not be included in the value of the unburdened construction cost.

Note 2. The mark-ups listed above shall be the only cost that will be allowed to be added by the ESCO to the unburdened construction cost. The total project cost will be the addition of the unburdened construction cost and the value of the above listed mark-ups. Proposer must include the signed affidavit as required in the RFP.

Town of Camp Verde
TOTAL PROJECT SUMMARY

(Yes/No) (0/1)puon	Line No	Facility	EEM No	Energy Conservation Measure	Total Measure Cost ¹ (\$)	Annual Electro Savings (kWh)	Annual Demand Savings (kW)	Annual Fuel Savings (mmBtu)	Annual Water Savings (Gallons)	Annual O&M Savings (\$)	Annual Electric Savings (\$)	Annual Fuel Savings (\$)	Total Annual Savings (\$)	Simple Payback Period ²	Emissions Reduction (lbs of CO ₂)	Estimated Total Incentive ³	
Y	1	100 BLDG	1.1	Lighting System Improvements	\$13,716	9,264	37.8	0	0	-\$104	\$1,073	\$0	\$969	14.2	8,151	\$379	
Y	2	200 BLDG	1.1	Lighting System Improvements	\$1,937	1,365	6.3	0	0	-\$8	\$200	\$0	\$192	10.1	1,195	\$158	
Y	3	300 BLDG	1.1	Lighting System Improvements	\$29,032	15,279	69.4	0	0	-\$172	\$1,810	\$0	\$2,321	12.5	13,444	\$776	
Y	4	Archaeology Center	1.1	Lighting System Improvements	\$1,829	779	4.7	0	0	-\$8	\$116	\$0	\$108	16.9	886	\$52	
Y	5	Butler Park	1.1	Lighting System Improvements	\$539	79	0.7	0	0	\$0	\$11	\$0	\$17	31.7	70	\$21	
Y	6	CVMO	1.1	Lighting System Improvements	\$21,141	13,221	42.4	0	0	-\$154	\$1,257	\$0	\$1,520	13.9	11,694	\$429	
Y	7	Library	1.1	Lighting System Improvements	\$33,921	18,349	59.1	0	0	\$15	\$2,089	\$0	\$2,604	13.0	16,145	\$869	
Y	8	Maintenance Shop	1.1	Lighting System Improvements	\$1,002	466	2.3	0	0	-\$4	\$71	\$0	\$67	15.0	410	\$44	
Y	9	Pool/Skate Park	1.1	Lighting System Improvements	\$3,583	408	4.9	0	0	-\$7	\$72	\$0	\$66	F4.1	430	\$62	
Y	10	Public Works Yard (Streets)	1.1	Lighting System Improvements	\$4,244	2,148	10.8	0	0	-\$19	\$318	\$0	\$299	14.2	1,890	\$142	
Y	11	Town-Wide	1.1	Exterior Lighting Upgrades (Multiple-Sites)	\$49,320	16,761	0.0	0	0	-\$299	\$1,949	\$0	\$1,650	29.9	14,748	\$91	
Y	12	WWTP	1.1	Lighting System Improvements	\$2,732	2,592	8.5	0	0	-\$76	\$222	\$0	\$263	10.4	2,281	\$45	
N	13	Town-Wide	1.2	Street Lighting	\$241,261	56,330	0.0	0	0	\$0	\$5,926	\$0	\$5,926	11.8	44,112	\$0	
N	14	Butler Park	1.2	Athletic Field Lighting	\$140,154	46,777	0.0	0	0	\$0	\$5,417	\$0	\$5,417	22.8	43,393	\$0	
Y	15	100 BLDG	2.1	HVAC - Adjust Thermostats Setbacks	\$100	0	0.0	9	0	\$0	\$0	\$75	\$75	1.3	1,089	\$0	
Y	16	300 BLDG	2.1	HVAC - Adjust Thermostats Setbacks	\$100	1,382	3.6	11	0	\$0	\$184	\$84	\$284	0.4	2,480	\$0	
Y	17	Library	2.1	HVAC - Adjust Thermostats Setbacks	\$50	0	0.0	13	0	\$0	\$0	\$100	\$100	0.5	1,543	\$0	
N	18	CVMO	2.2	HVAC Equipment Upgrade	\$417,500	13,000	0.0	0	0	\$0	\$1,230	\$0	\$1,230	16.8	11,411	\$1,000	
N	19	100 BLDG	2.4	HVAC - Chilling Plant Replacement	\$13,212	7,720	49.2	0	0	\$0	\$471	\$0	\$471	113.8	2,400	\$0	
N	20	100 BLDG	2.4	HVAC - Chilling Plant Replacement	\$11,114	3,658	24.9	0	0	\$0	\$67	\$0	\$67	21.5	1,417	\$480	
Y	21	WWTP Lift Station	3.1	Lift Station - Pump Rehab	\$90,066	56,225	-165.8	0	0	\$0	\$6,061	\$0	\$4,435	20.3	49,473	\$0	
N	22	WWTP Lift Station	3.1	Lift Station - Electric Reconnection	\$50,000	69,051	102.4	0	0	\$0	\$6,202	\$0	\$6,202	107.5	49,465	\$0	
N	23	WWTP Lift Station	3.1	Lift Station - Pump Rehabilitation	\$120,000	-122,100	109.1	0	0	\$0	\$10,000	\$0	\$10,000	10.7	107,000	\$0	
Y	24	100 BLDG	4.1	Building Envelope Improvements - Weatherization	\$8,886	223	0.0	41	0	\$0	\$26	\$330	\$356	25.0	4,999	\$0	
Y	25	200 BLDG	4.1	Building Envelope Improvements - Weatherization	\$312	108	0.0	0	0	\$0	\$16	\$0	\$16	19.5	95	\$0	
Y	26	Archaeology Center	4.1	Building Envelope Improvements - Weatherization	\$247	4	0.0	1	0	\$0	\$1	\$6	\$7	35.7	96	\$0	
Y	27	Senior Center	4.1	Building Envelope Improvements - Weatherization	\$944	984	0.1	0	0	\$0	\$170	\$0	\$171	5.5	866	\$0	
N	28	100 BLDG	4.2	Building Envelope Improvements - Window Replacement	\$110,800	422	0.0	3	0	\$0	\$67	\$7	\$80	150.8	784	\$0	
N	29	200 BLDG	4.2	Building Envelope Improvements - Window Replacement	\$120,000	910	0.0	3	0	\$0	\$100	\$21	\$121	103.8	1,100	\$400	
N	30	300 BLDG	4.2	Building Envelope Improvements - Window Replacement	\$270,700	1,000	0.0	12	0	\$0	\$184	\$55	\$239	120.6	2,178	\$700	
N	31	100 BLDG	5.1	Roof R-Value Upgrade	\$10,000	0	0.0	0	0	\$0	\$0	\$0	\$0	32.7	0	\$0	
N	32	Pool/Skate Park	5.0	Pool Cover Water & Energy Savings	\$84,000	0	0.0	0	100	\$0	\$0	\$251	\$251	0.74	120.0	4,100	\$0
Y	33	WWTP	6.1	Aeration Upgrades - D.O. Control of 2nd Stage	\$30,571	34,111	99.5	0	0	\$0	\$2,920	\$0	\$3,768	8.1	30,014	\$0	
Y	34	WWTP	6.2	Aeration Control - Incentive for 1st Stage	\$3,175	24,073	6.0	0	0	\$0	\$2,112	\$0	\$2,112	2.0	21,715	\$0	
Y	35	WWTP	7.1	Solids - Conventional Drying Beds - Pressed Cake	\$375,000	0	0.0	0	0	\$43,400	\$0	\$0	\$43,400	8.6	0	\$0	
N	36	WWTP	7.1	Solids - Solar Drying Beds - Demand Savings	\$1,000,000	-21,000	-0.0	0	0	\$0	\$0	\$0	\$0	0.0	0	\$0	
N	37	WWTP	7.1	Solids - Conventional Drying Beds - Demand Savings	\$0	0	0.0	0	0	\$0	\$0	\$0	\$0	0.0	0	\$0	
Y	38	WWTP	8.1	Ground Mount Solar Array - 80% Demand	\$322,541	153,582	85.5	0	0	\$0	\$13,145	\$0	\$13,922	23.2	135,137	\$0	
N	39	WWTP	8.1	Ground Mount Solar Array - Full Capacity	\$1,221,518	371,573	85.5	0	0	\$0	\$13,145	\$0	\$13,922	23.2	135,137	\$0	
N	40	WWTP Lift Station	8.0	Pool/Skate Park Area - LED Lighting	\$60,000	17,161	0.0	0	0	\$0	\$1,000	\$0	\$1,000	26.5	15,400	\$0	
Y	0	Town-Wide	0.0	Investment Grade Audit	\$55,000	0	0.0	0	0	\$0	\$0	\$0	\$0	-	0	\$0	
PROGRAM TOTALS - Recommended Measures					\$1,046,813	327,400	1,263.9	75	0	\$42,604	\$11,670	\$595	\$47,000	19.7	796,853	\$2,869	
PROGRAM TOTALS - All Measures With Options					\$6,368,450	1,002,666	1,707.1	114	101	\$120,704	\$92,312	\$1,867	\$227,811	28.0	1,071,000	\$3,854	

NOTES:

- TOTAL MEASURE COST includes direct construction costs (subcontractor material and labor) and DOES include fees for services described below: Energy, Electrical and Mechanical engineering, Construction documents, Financing assistance services, Subcontractor coordination and administration
- SIMPLE PAYBACK PERIODS DO NOT include incentives. Payback is given by the total measure cost divided by total annual savings.
- INCENTIVES are estimated based on APS's Solution for Business Program. These values represent the best estimates of future incentives and are subject to change. Please refer to the report for details. Note incentives are not included in simple payback periods.



Library

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 2' and 4' lamps utilizing standard electronic ballasts, and plug-in CFL lamps in recessed cans. This building is only approximately 1 year old, and as such, the existing ballasts are assumed to be in good condition. For the purpose of this analysis, it is assumed that the new LED lighting will be compatible with the existing ballasts and the ballasts will be retained. This is not typical for a lighting retrofit in older buildings, as condition and age of ballasts would vary throughout the building. Some areas of the building have been provided with more efficient LED technology. Most fixtures are in good condition and are not recommended for replacement. Controls for the buildings lighting consists of local ON/OFF switches. Occupancy sensing is minimal in the building but was noted in locations like restrooms. The building utilizes a lighting control system which allows lighting to be turned on an off throughout much of the building from a single control and allows further programming.



Example newer fixture using fluorescent lamps.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and retain existing electronic ballasts (this assumes existing ballasts are compatible with new LED lamps).
- Replace plug-in CFL lamps with reduced wattage plug-in LED lamps and retain existing electronic ballasts (assuming they are compatible with new LED lamps).
- Retain existing LED fixtures.
- Retain any existing T5 fixtures.

Town Hall and Municipal Court (100 and 200 Buildings)

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 4' lamps utilizing standard electronic ballasts, and screw-in CFL or incandescent lamps in a variety of different luminaires. Some areas of the Municipal Court building have been provided with more efficient LED technology. Most fixtures are in good condition and not recommended for replacement. Controls for the buildings lighting consists of local ON/OFF switches. The LED lighting upgrades in the Municipal Court Building have been provided with motion sensors to control lighting.



Example recessed can fixtures with CFLs.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and new electronic ballasts.
- Replace screw-in CFL and incandescent lamps with reduced wattage LED screw-in lamps.
- Retain existing LED fixtures.

Town Hall (300 building)

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 2' and 4' lamps utilizing standard electronic ballasts, and screw-in CFL and incandescent lamps. Only one fixture was noted to have been upgraded to LED technology. Most fixtures are in good condition and not recommended for replacement. Controls for the buildings lighting consists of local ON/OFF switches. Occupancy sensors were identified during our survey in the CXT shower spaces.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and new electronic ballasts.
- Replace screw-in CFL and incandescent lamps with reduced wattage LED screw-in lamps.
- Retain existing LED fixtures.

Marshalls Office (CVM0)

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 2' and 4' lamps utilizing standard electronic ballasts, and plug-in CFL lamps in recessed cans. No LED fixtures have been installed at this building. Most fixtures are in good condition and not recommended for replacement. Controls for the buildings lighting generally consists of local ON/OFF switches. The back patio and front entrance lighting utilize photocell sensors to control lighting.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and new electronic ballasts.
- Replace plug-in CFL lamps with reduced wattage plug-in LED lamps and new electronic ballasts.

Streets Shop

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 4' lamps utilizing standard electronic ballasts, and screw-in incandescent lamps. No fixtures have been upgraded to LED technology, are in good condition and not recommended for replacement. Controls for the buildings lighting consists of local ON/OFF switches. The lighting is on a schedule timer for four (4) ten hour days.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and new electronic ballasts.
- Replace screw-in incandescent lamps with reduced wattage LED screw-in lamps.



Example fixtures with fluorescent lamps.

Pool Building

Existing System

The majority of the lighting in this facility consists of multiple T8 fluorescent fixtures with 4' lamps utilizing standard electronic ballasts, and screw or plug-in CFL lamps. The only LED lighting used is for an exit light. Most fixtures are in good condition and not recommended for replacement. Controls for the buildings lighting consists of local ON/OFF switches.

Proposed System

The focus of this measure will be to perform the following upgrades:

- Retrofit existing T8 fluorescent lamp fixtures with efficient linear LED tubes and new electronic ballasts.
- Replace plug-in CFL lamps with reduced wattage plug-in LED lamps and new electronic ballasts.
- Replace screw-in CFL lamps with reduced wattage LED screw-in lamps.
- Retain existing LED fixture.

Old Teen Center [NR]

Existing System

Though there are a small number of T8 fluorescent fixtures that would be good candidates for retrofits, this building is currently unused and not actively connected to the electrical utility. Therefore, this building has been left out of the detailed lighting assessment.

Seniors Center [NR]

Existing System

The Senior Center has recently undergone a conversion to Philips LED InstaFit technology. According to site reports this conversion was completed in March 2016. This is a similar conversion that is being proposed for the other buildings. Some, but not all, ballasts were replaced as part of this conversion. It is generally recommended to replace all ballasts at the time of conversion, unless they had been replaced recently. Reusing existing ballasts could lead to compatibility issues and makes it more difficult to accurately predict the post install system wattage. This building has been left out of the detailed lighting assessment.

Historic Old Jail [NR]

Existing System

This building was excluded from the lighting analysis due to the historic aesthetic required for the lighting in this building. Additionally, the very low operating hours of the fixtures would not result in any notable savings.

Exterior Building or Site Lighting

Existing System



Example fixtures with fluorescent lamps.

The Town of Camp Verde facilities have a wide variety of lighting technologies and fixture types currently installed. Facility personnel provided a tabulated list of fixtures and associated wattages that the savings calculations for this measure have been based on. Exterior lighting is primarily comprised of pole lighting or wall pack fixtures with photocells or timers. Most of the lamp types are high pressure sodium (HPS) or Metal Halide (MH) and range from 35 to 400 watts. Additional exterior lighting is provided by halogen/incandescent and compact fluorescent lamps. Some outdoor lighting has already been replaced with more efficient LED or induction technology. Please note this ECM excludes street lighting and sports field lighting. Due to the application specific nature of those opportunities they are evaluated as a different ECM.

Proposed System

The focus of this measure will be to replace existing lighting that is used continuously throughout the year. It should be noted that there are several lights located at the public ramada's that are only used a few times throughout the year. These fixtures will be retained due to unfavorable project economics.

RECOMMENDATIONS

Wendel recommends the implementation of the proposed lighting upgrades at the Town of Camp Verde Facilities as outlined in this measure summary. The new lighting system is designed to maintain lighting levels, while meeting IES standards in affected areas. All recommendations were made with the intent to optimize energy savings without compromising the quality and level of light output. These improvements to the lighting system would reduce the electrical consumption in the building, thus reducing the energy costs associated with providing general lighting. In addition to the savings calculated, the replacements with longer life LED lamps will result in less lamp change outs by maintenance staff each year. Maintenance savings only include the material savings and do not factor in any labor cost savings.

For exterior fixtures it is recommended to replace lighting with new LED technology. Fixture replacements will require interaction with the existing infrastructure. Retrofits (if applicable) would require a proven product specifically designed for the application. For parking lots and other critical areas, Wendel uses AGI 32 photometric modeling to validate equipment selections, provide proper illuminations per industry standards and conform to dark skies compliance.

Lighting Controls [NR] are NOT recommended. There are minimal occupancy sensors installed at the properties included for this report. Occupancy sensors were discovered to be installed only in the stairwells and bathrooms in the Library, the CXT Restrooms at the Town Hall Complex, and the Butler park restrooms. Light loggers were deployed as part of this study. Light logger data that was collected seems to indicate that the run time hours generally correspond to the occupancy hours for the majority of areas. This indicates that people are generally doing a good job remembering to turn off lights when they leave a space. Due to the low run time hours, advanced lighting controls are not recommended at this time as the savings would not warrant the additional expense.

MEASUREMENT & VERIFICATION

This measure produces savings based on reduced power consumption with the installation of newer technology. Loggers will be installed to record pre and post lighting run hours.

ECM 1.2 | Street Lighting

Applies to: Town Wide [OPTIONAL]

INVESTIGATION

The Town of Camp Verde has street lighting System that is currently maintain by APS. APS is discontinuing the service for standard lamps. APS is mandating that all lamps must be upgraded to LED upon failure.

The current street lighting technologies deployed use Omni-directional lamps in directional fixtures to direct light to the desired area to be illuminated. The choice of technology for the past 20 years has been the high pressure sodium fixture due to its high lumen per watt efficiency and lower lumen degradation. Light Emitting Diode (LED) street lights have made improvements in design, efficiency, life span and affordability bringing them to the forefront of street lighting technologies. LED lights also provide a higher Color Rendering Index (CRI) than high pressure sodium lamps which enables the human eye to perceive colors better at night, increasing visibility and safety. This investigation focuses on the energy efficiency, operation and maintenance savings that can be achieved for the Town under current street lighting tariffs.



Example existing induction streetlight.

Existing System

The Town of Camp Verde has street lights with various types of HID lamps throughout the town. The town's fixture stock consists of Cobraheads and a decorative fixtures that are on Main Street and throughout the adjoining neighborhood. The Town's street lighting can be broken down into three categories.

- Category 1 | Unmetered, Utility Maintained, Town Owned
- Category 2 | Metered, Utility Maintained, Town Owned
- Category 3 | Unmetered, Utility Owned & Maintained

Wendel surveyed the fixture and leveraged information available to develop the following inventory. Please note that the inventory of lighting and ancillary assets will be updated during design with input from APS. The following is a brief summary of the number of lights per type:

- Category 1 | (1) 250W HPS; (13) 100W HPS; (19) 175W MV
- Category 2 | (23) 250W HPS; (58) 80W IND
- Category 3 | (4) 250W HPS

Abbreviations defined as follows:

- HPS | High pressure sodium
- MV | Mercury Vapor
- IND | Induction
- W | Watt

The lamps on Main Street are an induction fluorescent technology and the parts for replacement are becoming difficult to obtain.

Proposed System

The proposed system would retrofit all existing styles of HID & Induction lights to LED fixtures while maintaining as close to existing lighting conditions as allowable within good design practices. Energy savings were calculated based on the existing fixture wattages and proposed LED fixture wattages displayed in the calculations. Operational

Street light charges
Charges for electricity services

Cost of electricity you used	
20000 Mv - Frozen (1 units) at \$2.79 per unit	\$2.79
30000 HPS Cobra/Roadway (2 units) at \$2.79 per unit	\$5.58
7000 Mv - Frozen (10 units) at \$2.79 per unit	\$27.90
6500 HPS Cobra/Roadway (22 units) at \$2.79 per unit	\$61.38
Energy charge 1,960.00 kWh at \$0.06088 per kWh	\$120.54
Environmental benefits surcharge	\$22.17
Federal environmental improvement surcharge	\$0.32
System benefits adjustment	-\$1.01
Power supply equipment*	-\$2.67
Federal transmission cost adjustment*	\$7.84
Four-Corners adjustment	\$4.43
Cost of electricity you used	\$249.07
Taxes and fees	
Regulatory assessment	\$0.59
State sales tax	\$14.28
County sales tax	\$1.91
City sales tax	\$4.88
Franchise fee	\$4.96
Cost of electricity with taxes and fees	\$275.99
Total charges for electricity services	\$175.48

* These services are currently provided by APS but may be provided by a competitive supplier.

Bill showing current maintenance charges.

& maintenance (O&M) material cost savings are likely. Since LED fixtures have a useful life that is 2 to 3 times longer than current HID lamps and ballasts, the frequency of material replacements is reduced. However, given the availability of qualified service technicians in the area may be limited, we did not include maintenance savings since we believe any savings would be offset by increased labor or contracting costs.

Design & Construction Considerations

Street lighting is custom designed to match the existing mounting system and to provide adequate lighting for the application. Typically, light modelling is completed to ensure the new LED lighting meets or exceeds the current lighting.

Final counts for existing lights need to be verified by requesting the information from APS.

RECOMMENDATION

This measure has a longer payback but is recommended for implementation as the town will have to change out the lights to LED per the APS requirement. Implementing the LED lights under the energy program will give the town more flexibility over design and the decorative fixture that will need to match the new LED.

MEASUREMENT & VERIFICATION

This measure produces savings based on reduced power consumption with the installation of newer technology. Run hours will be based on the utility tariff for non-metered systems and metered data for the metered systems.



ECM 8 | Photovoltaic (PV)

Applies to: WWTP, Lift Station



INVESTIGATION

PV solar panels allow for the conversion of underutilized roof and or ground space into small power plants. PV modules utilize sunlight to generate direct current (DC) electric power. This renewable and local energy generation system offsets energy consumption within the building. Inverters transform DC power into usable alternating current (AC) power. PV systems are synchronized with electricity provided by the utility for a seamless interface into the building's electrical system.

The size of a PV system is dependent on many factors; the first being the intended use of the system. If a system is intended to be for demonstration purposes the system size will likely be determined by the cost of the system and available incentives. This assumes that the building's energy consumption far exceeds the potential system energy output.

If the intent of the system is to produce as much energy as possible, the limiting factors would be the facility's peak demand, the physical space available, the number of utility meters on site, and state laws governing net metering. More often than not, the capital cost of the system will prove to be the determining factor. As such a cost benefit analysis is preformed, which in many cases takes the form of a simple payback.

The energy production of a photovoltaic system is dependent on several factors:

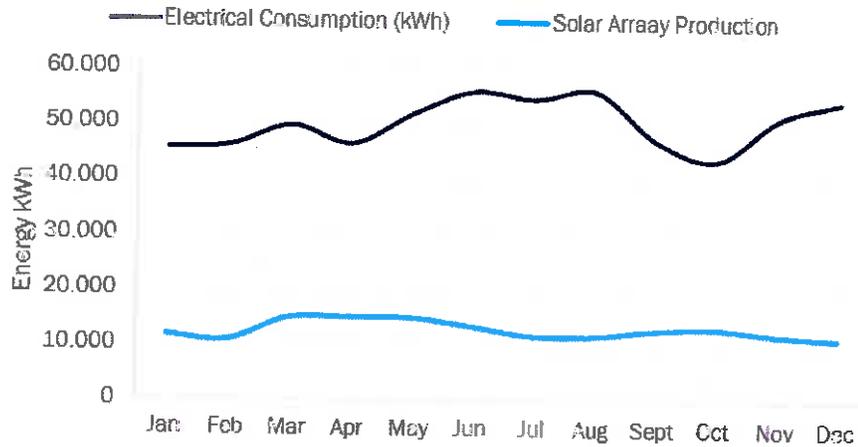
- The geographic location
- The amount of interference from nearby structures or trees
- The type of system
- The mounting type of the system
- The angle of the system

Photovoltaic systems can often last for 25 to 30 years, with most manufacturers having equipment warranties lasting 20 years. Although the equipment may continue to perform beyond the warranty period, the system's energy production will decrease over time. A general rule of thumb is that a 25 year old system will produce roughly 80% of its initial energy output.

The financial impact a PV system has on utility costs is complex for customers with a demand billing system. The peak demand of a facility is the largest 15 minute interval of power consumption during a billing period. A PV system over the course of the year will offset consumption but may not offset the peak demand. If during a 15 minute period it is raining, or if the peak is set at night, early in the morning or in the afternoon the PV system will have a minimal impact on demand. As such only a fraction of the annual demand costs can be reasonably be projected as offset by a PV system.

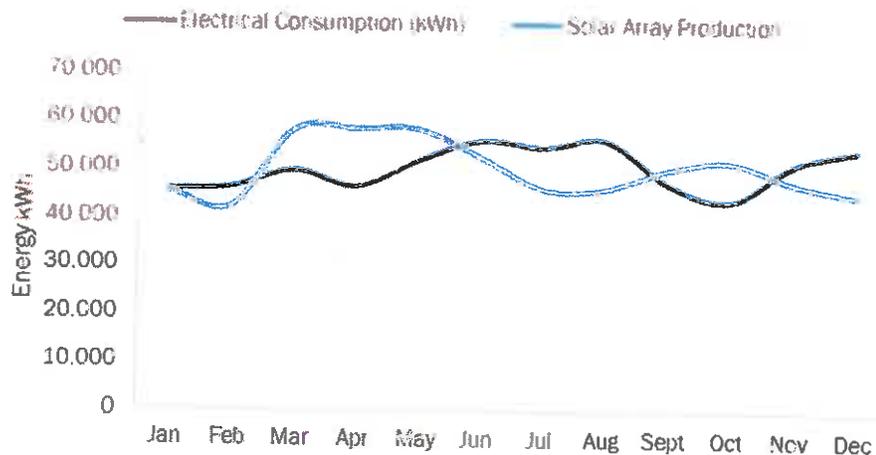
ECM 8.1.1 | WWTP 80% of peak demand

This option would be a smaller array that would be sized to be below the facilities smallest demand month by 20%. By sizing the array this way, the customer will avoid having to install more costly bidirectional metering or having the electrical service size increased. The system would be smaller and offset about 25% of the consumption. The option will not fit on existing roof tops.



ECM 8.1.2 | WWTP 100% of consumption[NR]

The array will be sized to offset the current electrical consumption for the Waste Water Treatment Plant. This will be oversized after the conservation project but will allow for added production that will offset the new town park that will be built. This option is sized to be a ground mount system. Though this system will offset the annual kWh consumption of the facility on an annual basis, but it will operate with very large swings in power production. During peak production during the day, the array will meet all onsite power needs and still deliver a substantial surplus to the grid. At night, production will cease and all power for the plant will be pulled from the grid. As a result of this sizeable kW variation, the existing service connection to the WWTP would have to be upgraded to accommodate the additional transmission.

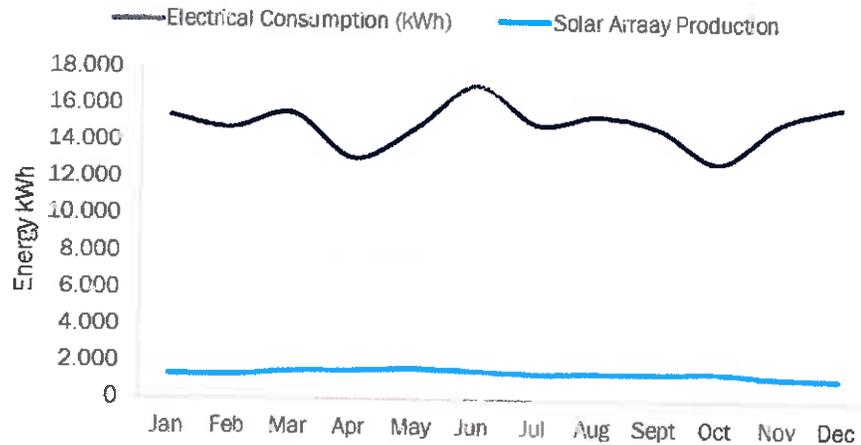


Energy Cost Impact		
	Supply	Demand
Current	\$53,054	\$13,231
After	\$1,583	\$12,455

The above chart and table show the financial impact of a PV system sized to offset the WWTP's usage "option 2".

ECM 8.2 | Lift Station 100% of available roof area[NR]

Lift Station: The lift station array is sized to cover the south facing portion of the roof.



Design & Construction Considerations

Structural support, physical space and electrical interconnects are the key factors in design and implementation of the photovoltaic arrays.

Operation & Maintenance

Photovoltaic systems have limited annual maintenance requirements. In general, the system will produce the projected energy with only minor preventative maintenance tasks. The best way to protect your investment over the life of the system is start with a professionally designed system. A system designer will incorporate equipment and require construction practices that limit the owner's risk.

Professionally designed systems will require I-V curve testing of the system. This testing will give the owner a performance curve of the system upon completion of construction. This information is critical should a module fail and a warranty claim is made.

Professionally designed systems also incorporate silicone irradiance sensors and string level monitoring technology. These systems allow the owner to compare the systems performance to its designed performance. These systems will quickly identify problems and locations of poor performing components.

MEASUREMENT & VERIFICATION

The recommended M&V approach for this ECM would be to install systems that have integral metering of the produced energy. A solar irradiance sensor will trend available irradiance and compare that to system performance.



Town of Camp Verde
TOTAL PROJECT SUMMARY - OPTIONAL

(Y)es (N)o (O)ption	Line No.	Facility	EEM No.	Energy Conservation Measure	Total Measure Cost ¹ (\$)	Annual Electric Savings (kWh)	Annual Demand Savings (kW)	Annual Fuel Savings (mmBtu)	Annual Water Savings (Gallons)	Annual O&M Savings (\$)	Annual Electric Savings (\$)	Annual Fuel Savings (\$)	Total Annual Savings (\$)	Simple Payback Period ²	Emissions Reduction (lbs of CO ₂)	Estimated Total Incentive ³
Y	1	100 BLDG	1.1	Lighting System Improvements	\$13,716	9,264	37.8	0	0	-\$104	\$1,073	\$0	\$969	14.2	8,151	\$379
Y	2	200 BLDG	1.1	Lighting System Improvements	\$1,937	1,358	6.3	0	0	-\$8	\$200	\$0	\$192	10.1	1,195	\$158
Y	3	300 BLDG	1.1	Lighting System Improvements	\$29,032	15,279	69.4	0	0	-\$172	\$1,810	\$0	\$2,321	12.5	13,444	\$776
Y	4	Archaeology Center	1.1	Lighting System Improvements	\$1,829	779	4.7	0	0	-\$8	\$116	\$0	\$108	16.9	686	\$52
Y	5	Butler Park	1.1	Lighting System Improvements	\$639	78	0.7	0	0	\$0	\$11	\$0	\$17	31.7	70	\$21
Y	6	CVMO	1.1	Lighting System Improvements	\$21,141	13,221	42.4	0	0	-\$154	\$1,257	\$0	\$1,520	13.9	11,834	\$429
Y	7	Library	1.1	Lighting System Improvements	\$33,921	18,349	58.1	0	0	\$15	\$2,069	\$0	\$2,804	13.0	16,145	\$669
Y	8	Maintenance Shop	1.1	Lighting System Improvements	\$1,002	466	2.3	0	0	-\$4	\$71	\$0	\$67	15.0	410	\$44
Y	9	Pool/Skate Park	1.1	Lighting System Improvements	\$3,583	488	4.9	0	0	-\$7	\$72	\$0	\$66	54.1	430	\$62
Y	10	Public Works Yard (Streets)	1.1	Lighting System Improvements	\$4,244	2,148	10.8	0	0	-\$19	\$318	\$0	\$299	14.2	1,890	\$142
Y	11	Town-Wide	1.1	Exterior Lighting Upgrades (Multiple-Sites)	\$49,320	16,761	0.0	0	0	-\$299	\$1,949	\$0	\$1,850	29.9	14,748	\$91
Y	12	WWTP	1.1	Lighting System Improvements	\$2,732	2,592	8.5	0	0	-\$36	\$222	\$0	\$263	10.4	2,281	\$45
Y	13	Town-Wide	1.2	Streetlighting	\$241,291	50,132	0.0	0	0	\$0	\$5,829	\$0	\$5,829	41.4	44,111	\$0
N	14	Butler Park	1.2	Adjustable Road Lighting	\$145,000	48,777	11.0	0	0	\$0	\$1,408	\$0	\$1,408	67.8	42,473	\$0
Y	15	100 BLDG	2.1	HVAC - Adjust Thermostats Setbacks	\$100	0	0.0	9	0	\$0	\$0	\$75	\$75	1.3	1,089	\$0
Y	16	300 BLDG	2.1	HVAC - Adjust Thermostats Setbacks	\$100	1,382	3.6	11	0	\$0	\$164	\$84	\$284	0.4	2,460	\$0
Y	17	Library	2.1	HVAC - Adjust Thermostats Setbacks	\$50	0	0.0	13	0	\$0	\$0	\$100	\$100	0.5	1,543	\$0
N	18	CVMO	2.2	HVAC - Adjust Thermostats Setbacks	\$127,200	21,000	0.0	0	0	\$0	\$1,230	\$0	\$1,230	10.0	17,441	\$1,000
N	19	Senior Center	2.2	HVAC - Adjust Thermostats Setbacks	\$75,272	2,700	0.0	0	0	\$0	\$471	\$0	\$471	11.0	2,709	\$0
N	20	300 BLDG	2.4	HVAC - Adjust Thermostats Setbacks	\$11,000	3,100	10.8	0	0	\$0	\$367	\$11	\$19	21.5	2,477	\$88
Y	21	WWTP Lift Station	3.1	Lift Station - Pump Rehab	\$90,066	56,225	-165.8	0	0	\$0	\$6,061	\$0	\$4,435	20.3	49,473	\$0
N	22	WWTP Lift Station	3.1	Lift Station - Pump Replacement	\$33,000	40,000	-107.4	0	0	\$0	\$7,200	\$0	\$7,200	100.3	42,465	\$0
Y	23	WWTP Lift Station	3.1	Lift Station - Pump Replacement (Low)	\$122,178	122,100	35.1	0	0	\$0	-\$14,162	\$0	-\$11,349	10.7	107,441	\$0
Y	24	100 BLDG	4.1	Building Envelope Improvements - Weatherization	\$8,886	223	0.0	41	0	\$0	\$26	\$330	\$356	25.0	4,999	\$0
Y	25	200 BLDG	4.1	Building Envelope Improvements - Weatherization	\$312	108	0.0	0	0	\$0	\$16	\$0	\$16	19.5	95	\$0
Y	26	Archaeology Center	4.1	Building Envelope Improvements - Weatherization	\$247	4	0.0	1	0	\$0	\$1	\$8	\$7	35.7	96	\$0
Y	27	Senior Center	4.1	Building Envelope Improvements - Weatherization	\$944	984	0.1	0	0	\$0	\$170	\$0	\$171	5.5	866	\$0
N	28	100 BLDG	4.2	Building Envelope Improvements - Windows Replacement	\$121,941	407	0.0	3	0	\$0	\$57	\$21	\$50	12.0	64	\$0
N	29	300 BLDG	4.2	Building Envelope Improvements - Windows Replacement	\$182,140	509	0.0	3	0	\$0	\$130	\$21	\$117	133.2	1,113	\$0
N	30	100 BLDG	4.2	Building Envelope Improvements - Windows Replacement	\$211,760	1,231	0.0	12	0	\$0	\$178	\$35	\$213	103.0	2,078	\$783
Y	31	100 BLDG	5.1	Water Feature Installation	\$18,000	742	0.0	0	0	\$0	\$65	\$0	\$65	26.4	583	\$0
Y	32	Pool/Skate Park	5.2	Pool Cover Water Conservation	\$14,579	0	0.0	0	103	\$0	\$0	\$874	125.6	4,170	\$0	
Y	33	WWTP	6.1	Aeration Upgrades - D.O. Control of 2nd Stage	\$30,571	34,111	93.5	0	0	\$0	\$2,920	\$0	\$3,768	8.1	30,014	\$0
N	34	WWTP	6.2	Aeration Control - In2nd Stage 1st Stage	\$4,175	28,579	0.0	0	0	\$0	\$2,112	\$0	\$2,112	2.9	21,770	\$0
Y	35	WWTP	7.1	Solids - Conventional Drying Beds - Pressed Cake	\$375,000	0	0.0	0	0	\$0	\$43,400	\$0	\$43,400	8.6	0	\$0
N	36	WWTP	7.1	Solids - Conventional Drying Beds - Direct Disposal	\$1,241,000	21,730	-3.0	0	0	\$69,000	-\$2,620	\$0	\$66,380	14.3	21,831	\$0
N	37	WWTP	7.1	Solids - Conventional Drying Beds - Direct Disposal	\$0	2,269	17.3	0	0	\$0	\$1,600	\$0	\$1,600	10.0	18,710	\$0
Y	38	WWTP	8.1	Ground Mount Solar Array - 80% Demand	\$322,641	163,582	85.5	0	0	\$0	\$13,145	\$0	\$13,922	23.2	135,137	\$0
N	39	WWTP	8.1	Ground Mount Solar Array - Full Coverage	\$1,207,518	611,512	305.0	0	0	\$0	\$51,472	\$0	\$52,395	23.4	470,145	\$0
Y	40	WWTP Lift Station	8.2	Roof Mounted Solar Array - 100% Demand	\$50,210	18,001	0.0	0	0	\$0	\$1,283	\$0	\$1,593	26.5	18,472	\$0
Y	0	Town-Wide	0.0	Investment Grade Audit	\$55,000	0	0.0	0	0	\$0	\$0	\$0	\$0	-	0	\$0
PROGRAM TOTALS - Recommended Measures					\$1,288,103	277,534	263.3	25	0	\$42,804	\$37,999	\$395	\$82,411	15.6	140,864	\$2,065
PROGRAM TOTALS - All Measures (w/Incentives)					\$8,388,459	1,002,658	747.1	114	151	\$126,704	\$92,372	\$1,087	\$227,811	28.0	\$97,000	\$3,934

- TOTAL MEASURE COST includes direct construction costs (subcontractor material and labor) and DOES include fees for services described below: Energy, Electrical and Mechanical engineering, Construction documents, Financing assistance services, Subcontractor coordination and administration
- SIMPLE PAYBACK periods DO NOT include incentives. Payback is given by the total measure cost divided by total annual savings.
- INCENTIVES are estimated based on APS's Solution for Business Program. These values represent the best estimates of future incentives and are subject to change. Please refer to the report for details. Note incentives are not included in simple payback periods.

