



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. 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;
- 2. 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.

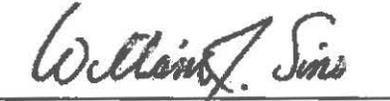
Section 5. This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

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: January 11, 2018

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 71 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 55 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

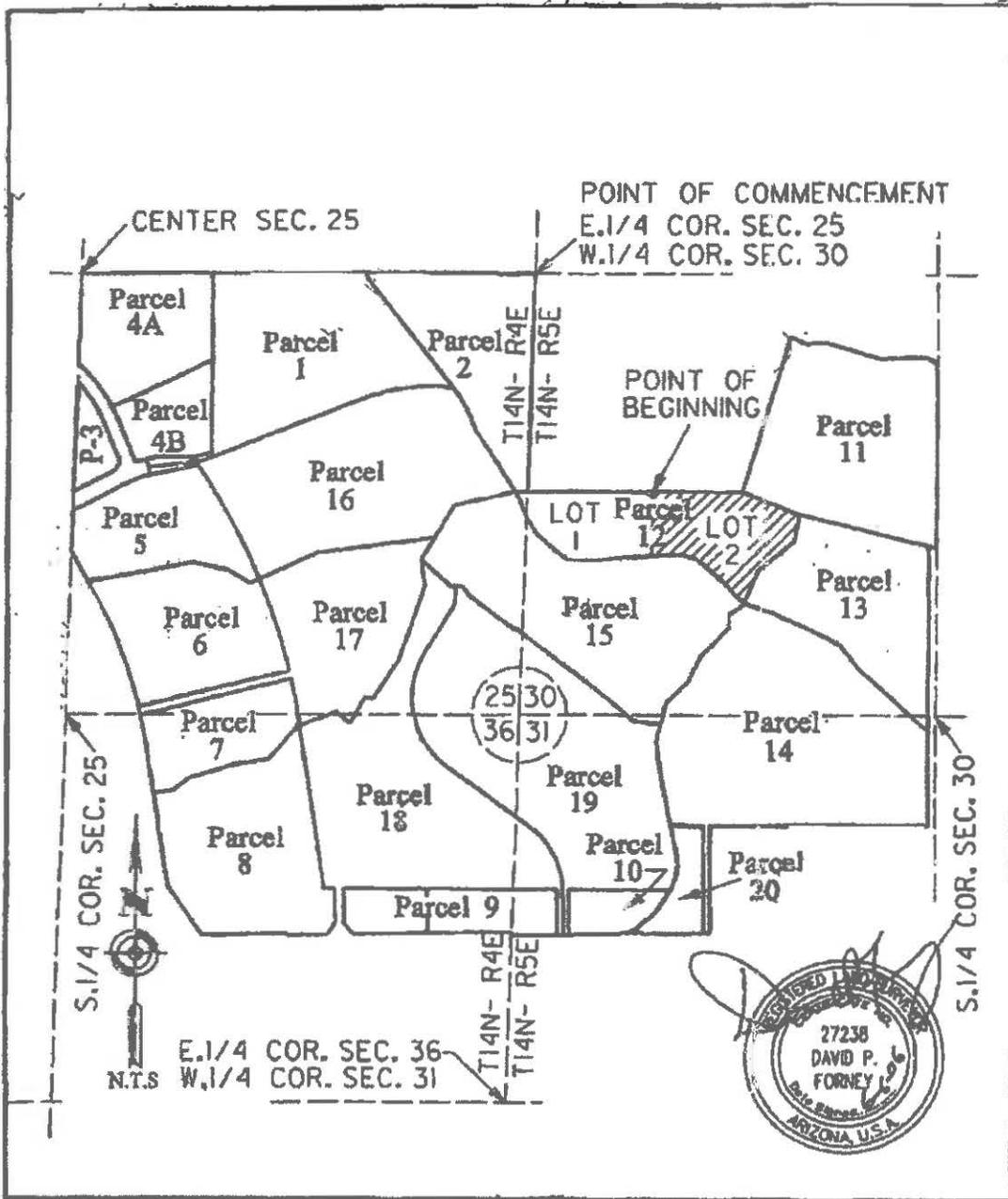
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

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.





 **Hoskin • Ryan Consultants Inc.**
precision engineering solutions

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 Office: (602) 252-8344 Fax: (602) 252-8345 www.hoskinryan.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 321.04 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 344.90 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;

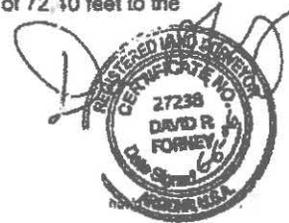
Thence North 31 degrees 39 minutes 02 seconds West, a distance of 108.31 feet;

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
Sunmerset 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 $2^{\circ}07'38''$, 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;

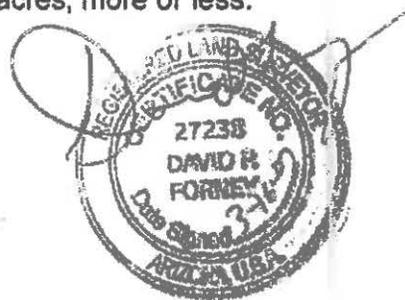
Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

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;

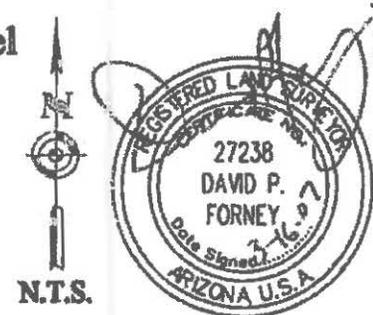
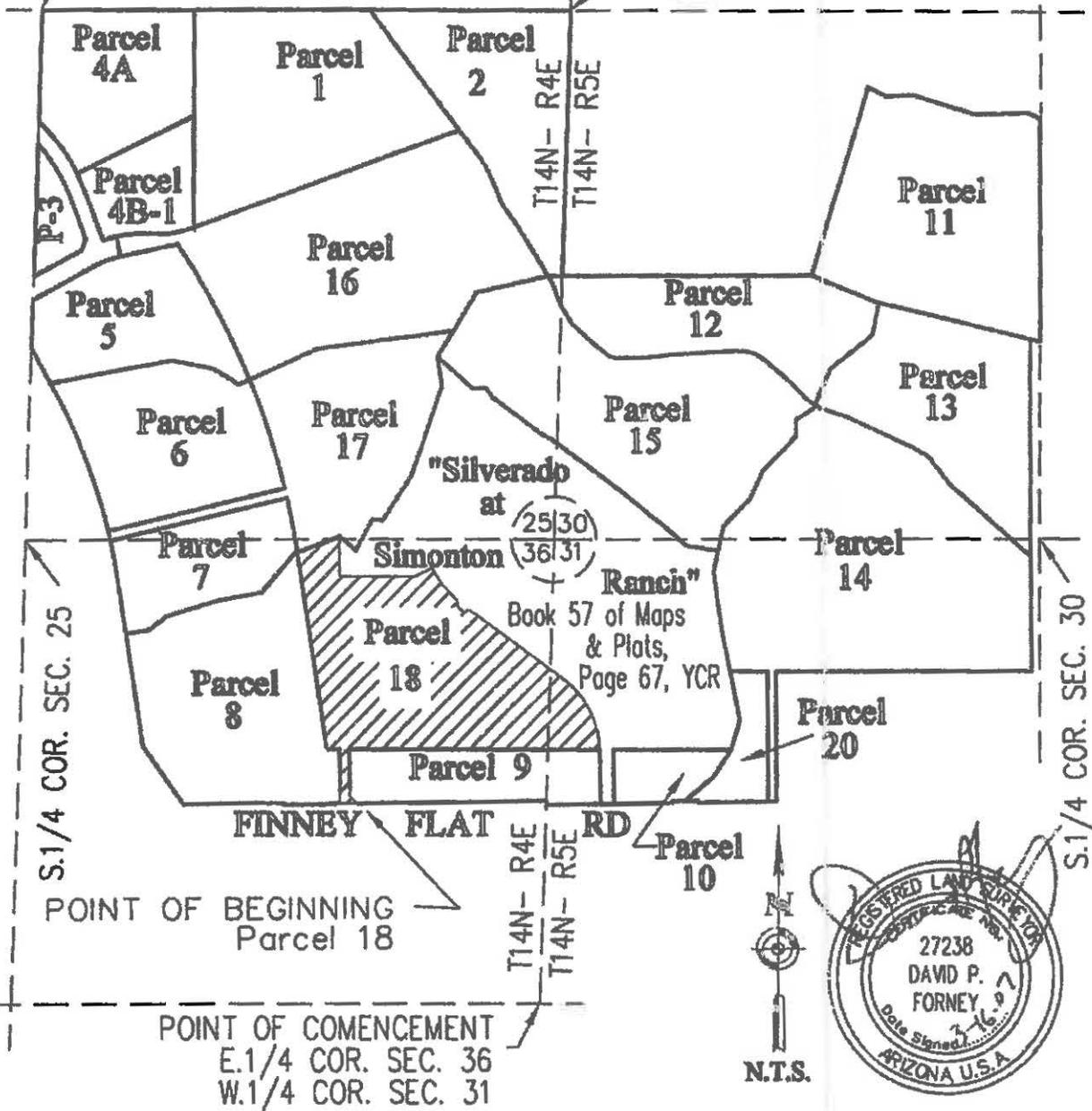
Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

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



CENTER SEC. 25

E.1/4 COR. SEC. 25
W.1/4 COR. SEC. 30



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**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 $41^{\circ}52'30''$ 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 $21^{\circ}07'38''$, said curve being subtended by a chord bearing of North $37^{\circ}33'41''$ West and a chord length of 195.79 feet to the end of said curve;

THENCE South $63^{\circ}00'08''$ West, a distance of 99.53 feet to a calculated point;

THENCE North $89^{\circ}59'02''$ West, a distance of 380.47 feet to a calculated point;

THENCE North $00^{\circ}00'58''$ East, a distance of 200.21 feet to a calculated point;

THENCE South $49^{\circ}39'30''$ East, a distance of 105.38 feet to a calculated point;

THENCE North $29^{\circ}26'07''$ East, a distance of 176.87 feet to a calculated point;

THENCE South $83^{\circ}55'39''$ East, a distance of 52.00 feet to a calculated point;

THENCE North $33^{\circ}18'36''$ East, a distance of 264.66 feet to a calculated point;

THENCE North $19^{\circ}07'31''$ East, a distance of 476.79 feet to a calculated point;

THENCE North $08^{\circ}38'34''$ West, a distance of 153.11 feet to a calculated point;

THENCE South $44^{\circ}00'57''$ East, a distance of 106.08 feet to a calculated point;

THENCE South $51^{\circ}04'41''$ East, a distance of 130.62 feet to a calculated point;

THENCE North $89^{\circ}26'19''$ East, a distance of 25.00 feet to a calculated point;

THENCE South $00^{\circ}33'41''$ 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 $89^{\circ}26'19''$ 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 $32^{\circ}21'15''$, said curve being subtended by a chord bearing of South $15^{\circ}36'56''$ West and a chord length of 55.72 feet to the end of said curve;

THENCE South $31^{\circ}47'34''$ 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 $58^{\circ}12'26''$ 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 $84^{\circ}59'24''$, said curve being subtended by a chord bearing of South $10^{\circ}42'08''$ East and a chord length of 675.53 feet to the end of said curve;

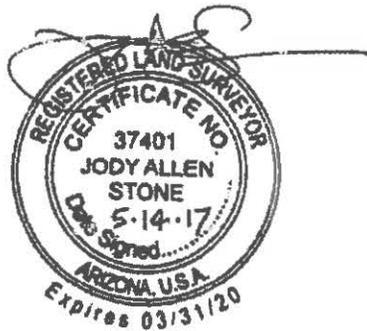
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

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;

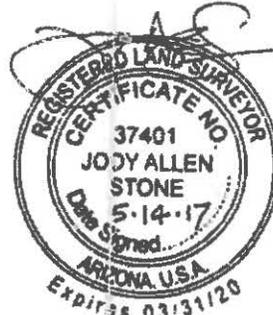
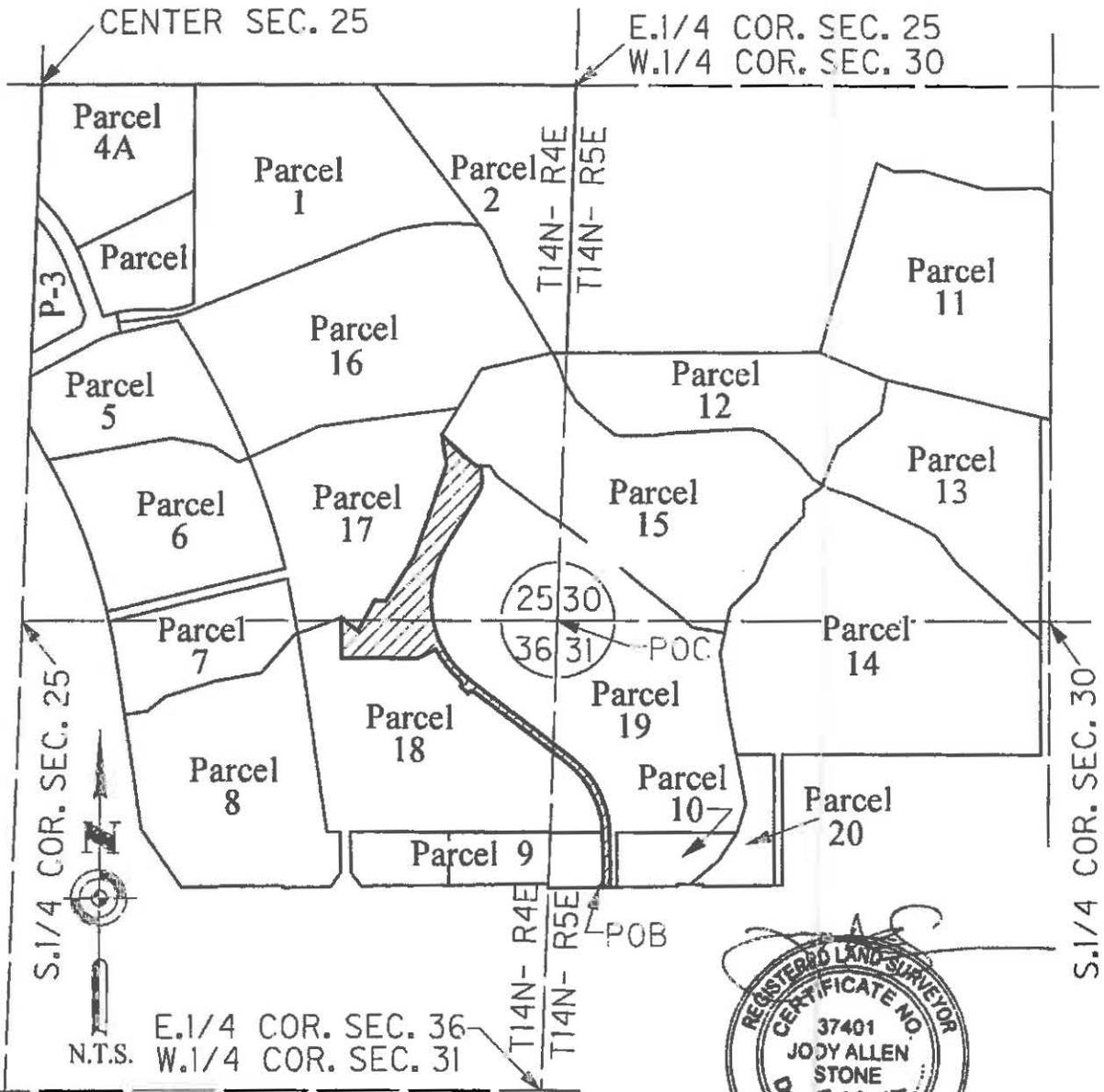
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

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 85016
 Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskin-ryan.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;

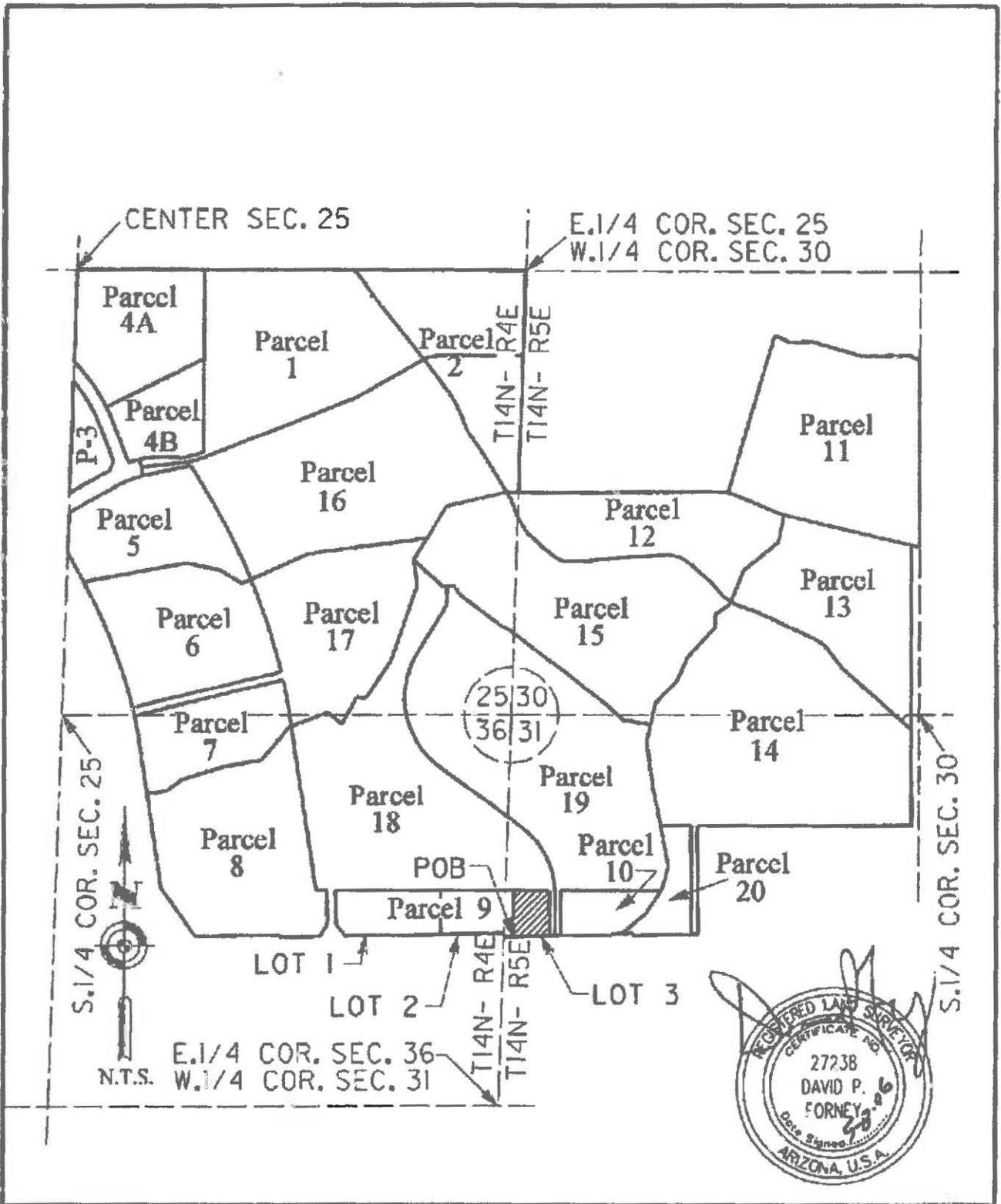
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

Thence South 44 degrees 11 minutes 26 seconds West, a distance of 21.28 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
 3005 N. Central Avenue, Suite 1500, Phoenix, Arizona 85012-2602
 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.

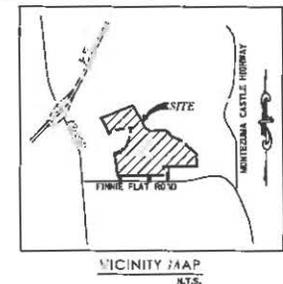
Aerial Map



NE of NEC SR 260 & Finnie 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



CLIENT/DEVELOPER: SILVERADO AT SIMONTON RANCH, LLC
10951 N. SCOTTSDALE ROAD, SUITE 100
SCOTTSDALE, ARIZONA 85264

ENGINEER: 3 ENGINEERING
6370 E. THOMAS ROAD, SUITE 200
SCOTTSDALE, ARIZONA 85264

CONTACTS: PATRICK CLIFTON (PHONE: 602.333.6807) / MATTHEW J. MANON, P.E. (PHONE: 602.334.4367)

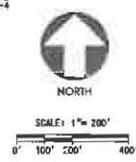
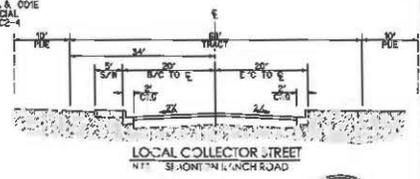
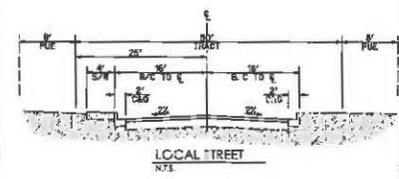
PARCEL DATA TABLE					
PARCEL	AREA (AC)	LOTS	DENSITY (DU/AC)	OPEN SPACE (AC)	% OPEN SPACE
12	14.27	0	0	14.27	100.00
13	36.80	740	1.94	7.05	19.1
15/16	10.52	250	3.85	2.90	27.1
17	28.14	100	3.85	9.65	33.9
18	22.97	87	3.79	5.09	22.2
TOTALS	117.50 AC	895 DU	3.39 DU/AC	34.08 AC	31.3%

GENERAL SITE DATA:

PARCEL #C: 403-23-102, 403-23-102L, 403-23-103P, 403-23-104L, 403-23-104X, 403-23-415B, 403-23-423, 403-23-430B, 403-23-432C, 403-23-432J

TOTAL LOT: 895
GROSS AREA (INC. R/W): 172.50 ACRES
GROSS DENSITY: 3.39 DU/AC
AREA OF LOTS: 84.44 ACRES
AREA OF OPEN SPACE: 34.08 ACRES
AREA OF R/W: 54.00 ACRES
UNBUILT LOT SIZE: 30710 SQ. FT.
MAX. LOT COVERAGE: 30%

SETBACKS:
FRONT (BLVABLE, SIDE LOAD): 10'
FRONT (FRONT FACE GARAGE): 10'
REAR: 10'
SIDE: 10'
STREET SIDE: 10'
EJECTING LAND USE: VACANT LAND
EXISTING ZONING: PAD, RL-5, RL-1B, RL-35
PROPOSED ZONING: RI-PAD



PHASING LEGEND:

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

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

300engineering
civil/planning

PROJECT NO. 5035
DATE: 11/15/2018
DRAWN BY: J. MANON
CHECKED BY: P. CLIFTON
SCALE: AS SHOWN
SHEET NO. 1 of 1





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.

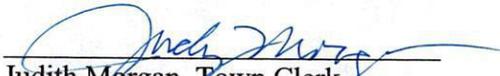
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

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

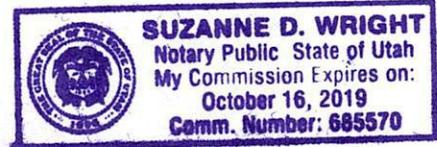


Exhibit A

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.

EXHIBIT B

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

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 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 SIMONSON
Print Name

[Signature]
Signature

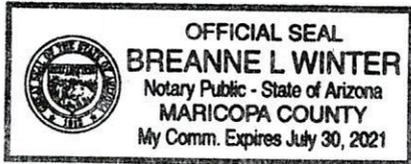
OWNER:

N/A
Print Name

N/A
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 SIMONSON, 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

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;

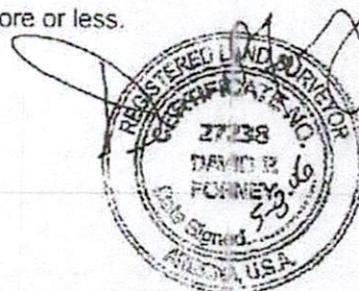
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

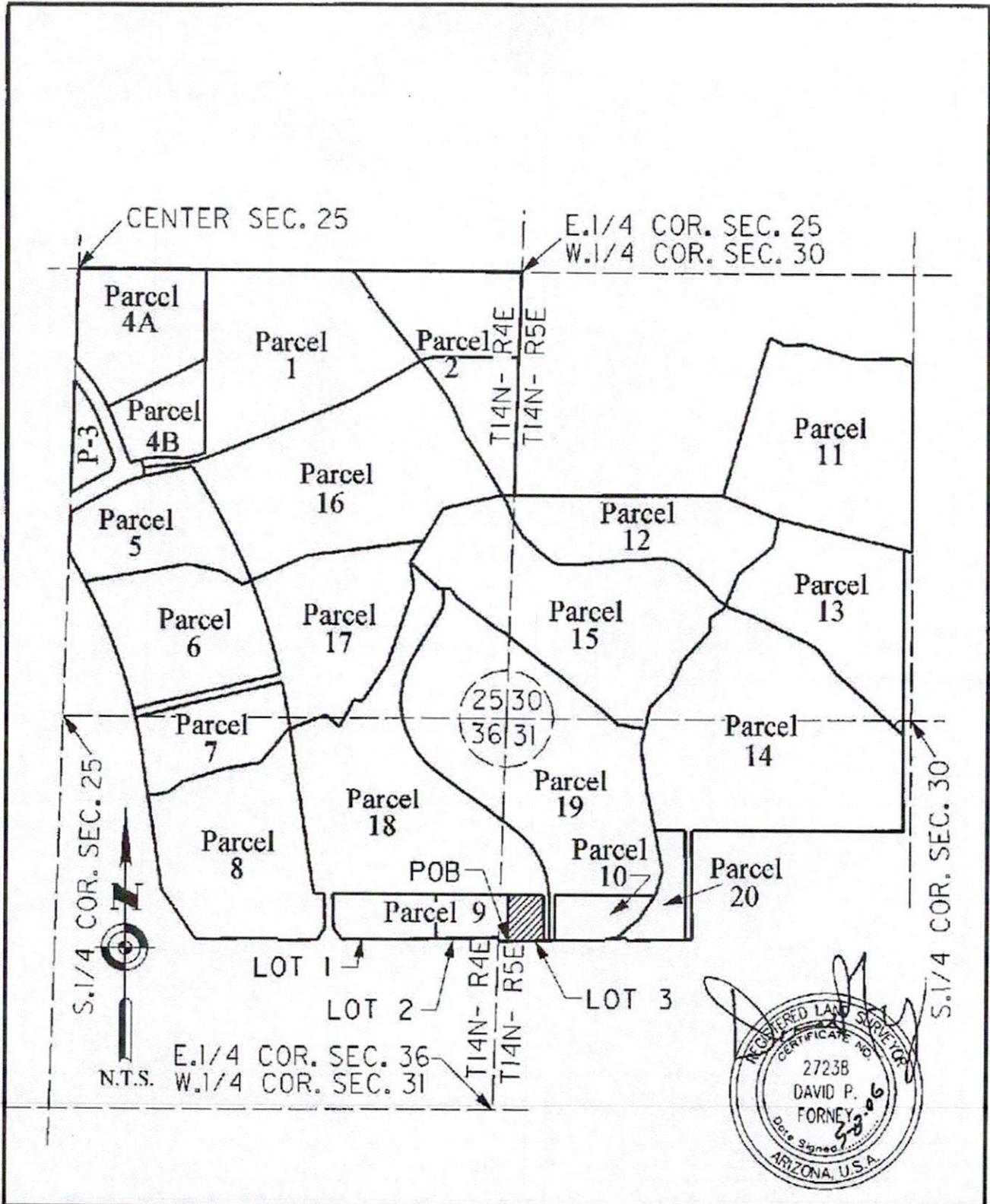
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

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**

EXHIBIT B

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

001 24 17 49



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

Dated this 24 day of OCTOBER, 2017

OWNER: RIVER EDGE 12, LLC OWNER:
ALBERT DUPUY AS MANAGING MEMBER N/A
Print Name Print Name

[Signature]
Signature

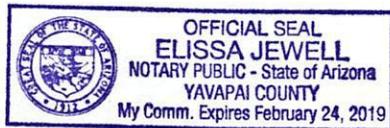
N/A
Signature

STATE OF ARIZONA)
County of Yavapai) ss.

On this 24 day of October, 2017, before me, the undersigned Notary Public,
Albert Dupuy, managing member of
personally appeared 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





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;

Page 1 of 2

G:\Projects\04\04-108 Homestead Camp Verde\legal descriptions\LG_Parcel 12-Pcl 2-Homestead.doc

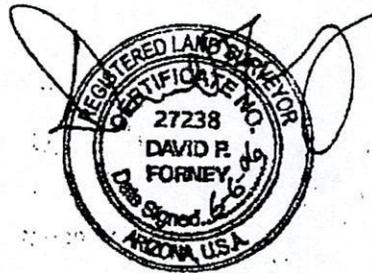
June 5, 2006
Legal Description
Homestead Camp Verde
Parcel 12 – Lot 2

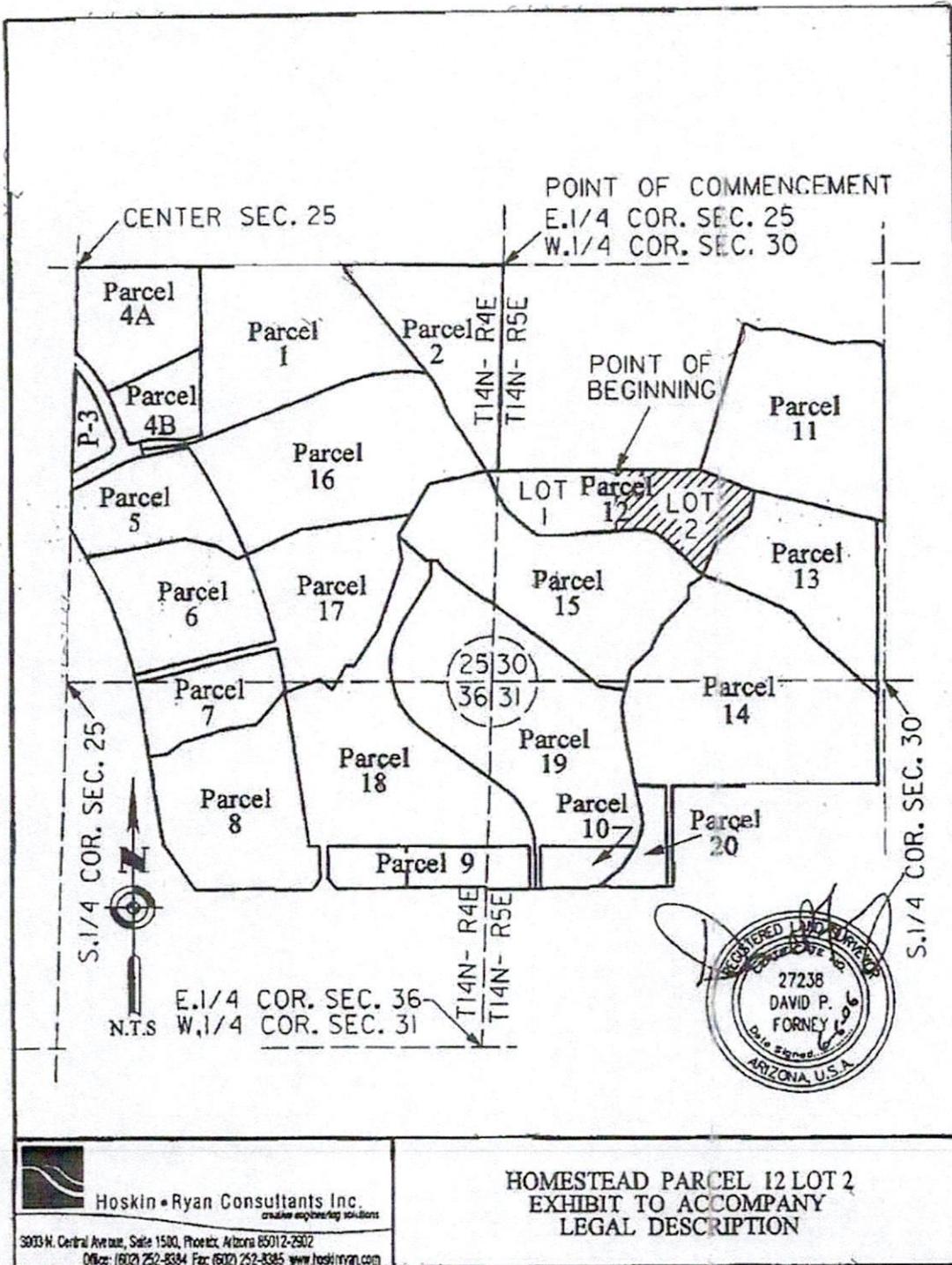
Thence North 86 degrees 49 minutes 52 seconds West, a distance of 48.16 feet;

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)

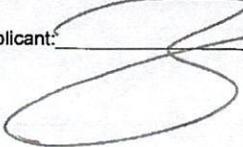
Develop gated subdivision of single-family manufactured homes with extensive amenities, nature trails, pathways to parks, and access to Verde River.

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:  for Adam Baugh Date: 10/9/17



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.

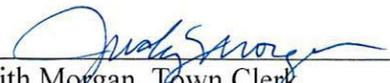
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

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:

Robert Witt
Print Name

[Signature]
Signature

OWNER:

N/A
Print Name

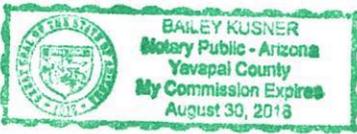
N/A
Signature

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this 12 day of December, 20 17, 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 I:

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



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, 20

OWNER:
G. Scott SIMONTON
Print Name
[Signature]
Signature

OWNER:
N/A
Print Name
N/A
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

EXHIBIT A

**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.



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



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



EXHIBIT A

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 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;

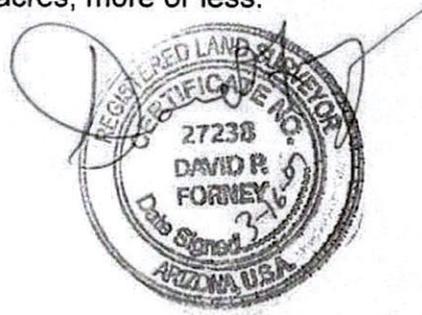
Thence Southeasterly, along said curve, through a central angle of $51^{\circ}31'23''$, a distance of 401.06 feet;

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;

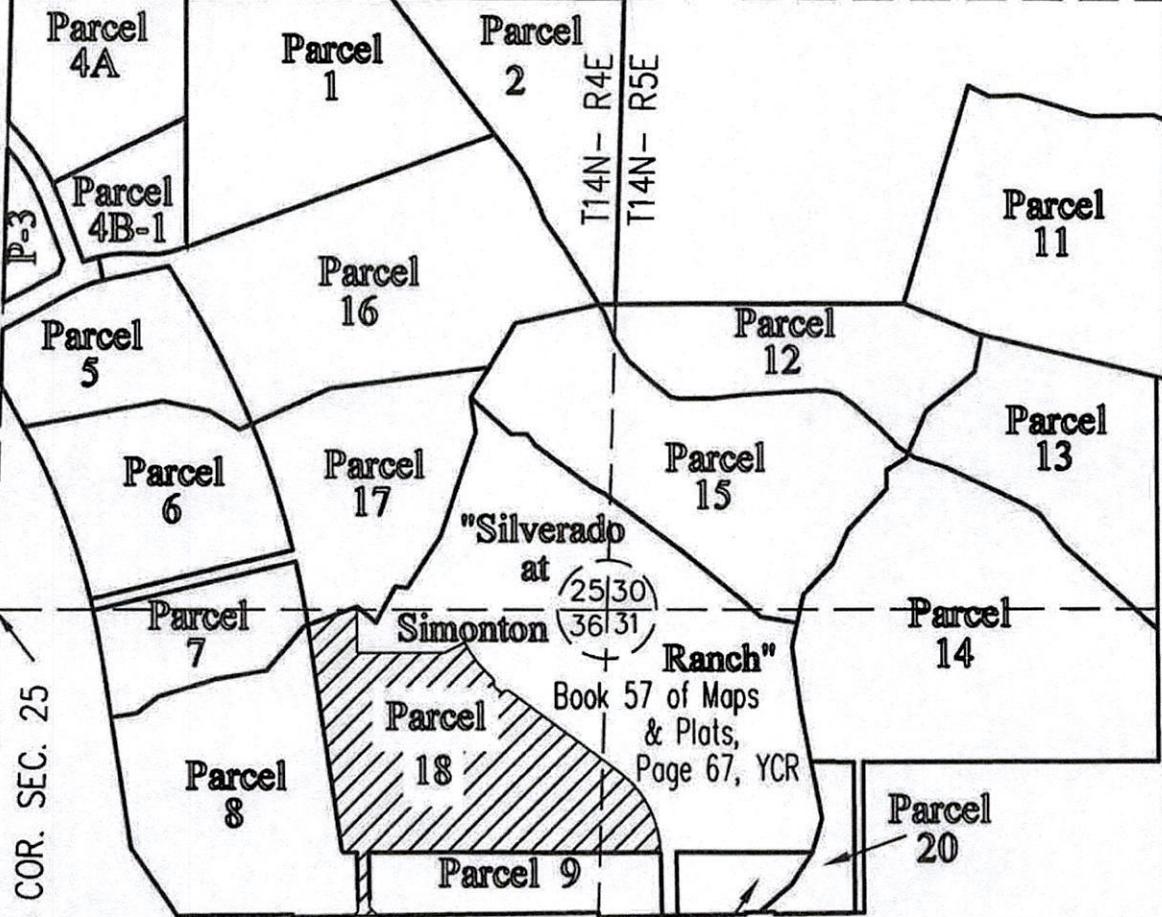
Thence South $45^{\circ}48'55''$ East, a distance of 49.50 feet to the POINT OF BEGINNING.

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



CENTER SEC. 25

E.1/4 COR. SEC. 25
W.1/4 COR. SEC. 30

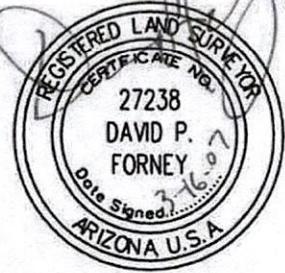


S.1/4 COR. SEC. 25

S.1/4 COR. SEC. 30

POINT OF BEGINNING
Parcel 18

POINT OF COMENCEMENT
E.1/4 COR. SEC. 36
W.1/4 COR. SEC. 31



Hoskin Ryan Consultants Inc.
creative engineering solutions

201 East Indian School Road, Phoenix, Arizona 85013
Office: (602) 252-8384 Fax: (602) 252-8385 www.hoskinryan.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 $41^{\circ}52'30''$ 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 $21^{\circ}07'38''$, said curve being subtended by a chord bearing of North $37^{\circ}33'41''$ West and a chord length of 195.79 feet to the end of said curve;

THENCE South $63^{\circ}00'08''$ West, a distance of 99.53 feet to a calculated point;

THENCE North $89^{\circ}59'02''$ West, a distance of 380.47 feet to a calculated point;

THENCE North $00^{\circ}00'58''$ East, a distance of 200.21 feet to a calculated point;

THENCE South $49^{\circ}39'30''$ East, a distance of 105.38 feet to a calculated point;

THENCE North $29^{\circ}26'07''$ East, a distance of 176.87 feet to a calculated point;

THENCE South $83^{\circ}55'39''$ East, a distance of 52.00 feet to a calculated point;

THENCE North $33^{\circ}18'36''$ East, a distance of 264.66 feet to a calculated point;

THENCE North $19^{\circ}07'31''$ East, a distance of 476.79 feet to a calculated point;

THENCE North $08^{\circ}38'34''$ West, a distance of 153.11 feet to a calculated point;

THENCE South $44^{\circ}00'57''$ East, a distance of 106.08 feet to a calculated point;

THENCE South $51^{\circ}04'41''$ East, a distance of 130.62 feet to a calculated point;

THENCE North $89^{\circ}26'19''$ East, a distance of 25.00 feet to a calculated point;

THENCE South $00^{\circ}33'41''$ 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 $89^{\circ}26'19''$ 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 $32^{\circ}21'15''$, said curve being subtended by a chord bearing of South $15^{\circ}36'56''$ West and a chord length of 55.72 feet to the end of said curve;

THENCE South $31^{\circ}47'34''$ 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 $58^{\circ}12'26''$ 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 $84^{\circ}59'24''$, said curve being subtended by a chord bearing of South $10^{\circ}42'08''$ East and a chord length of 675.53 feet to the end of said curve;

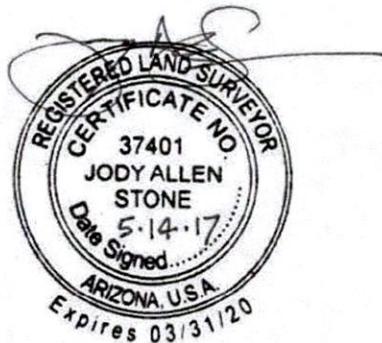
THENCE South 53°11'51" East, a distance of 627.98 feet to a calculated point, being the point of curvature of a circular, tangent curve, concave Southwesterly, the radius point of which bears South 36°48'09" West, a distance of 480.00 feet;

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;

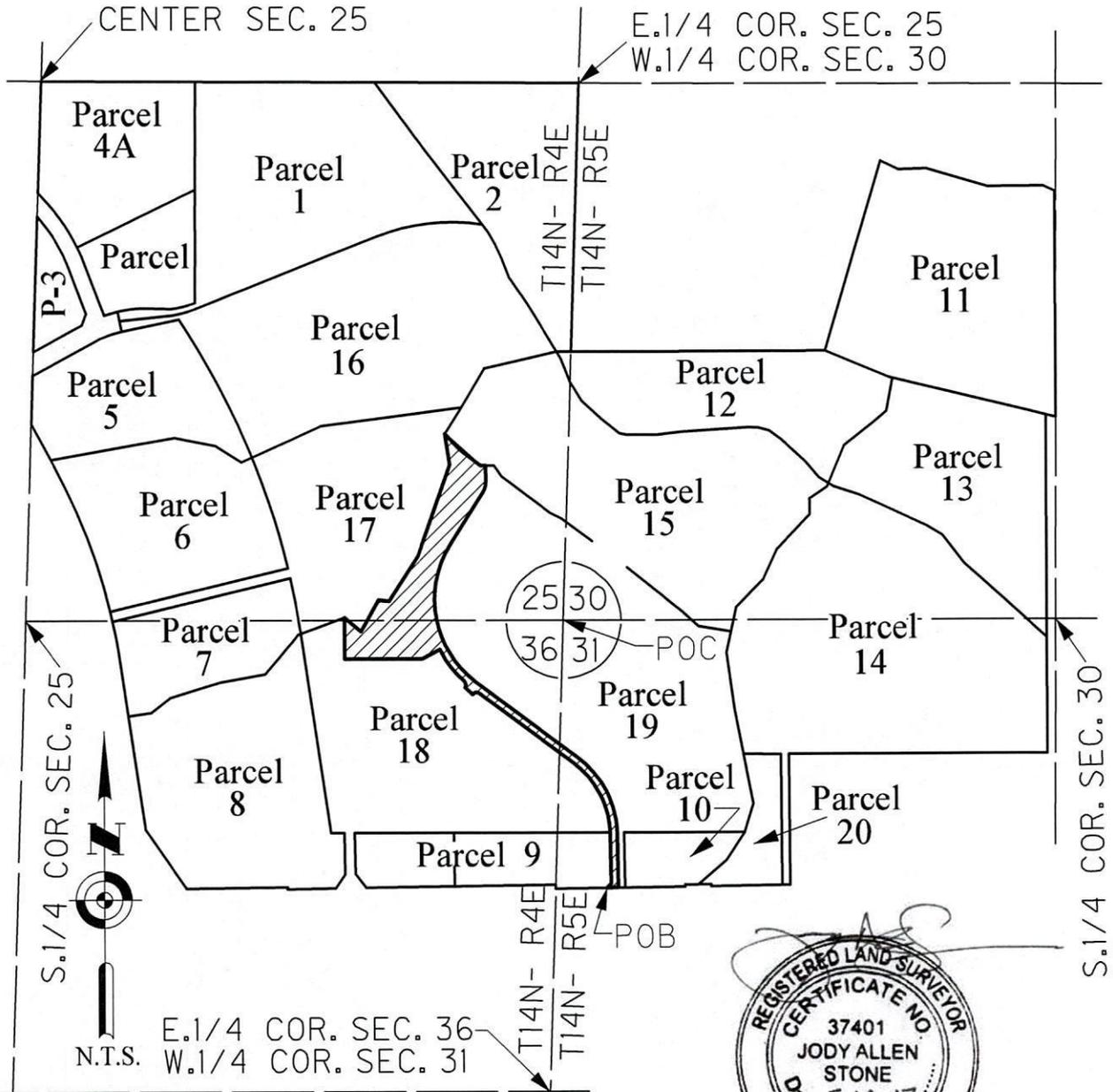
THENCE South 00°48'34" East, a distance of 264.29 feet to a calculated point on said North Right of Way line of said Finnie Flat Road;

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**

\$FILES
 \$DATES

EXHIBIT B

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

DCT 29 17 04:11:49



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, 2017

OWNER:

G. SLOTT SIMONTON
Print Name

[Signature]
Signature

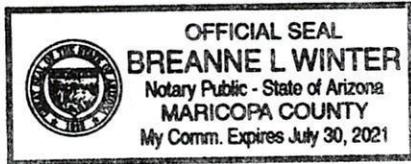
OWNER:

N/A
Print Name

N/A
Signature

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 12 day of OCTOBER, 2017, before me, the undersigned Notary Public, personally appeared G. SLOTT 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 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.

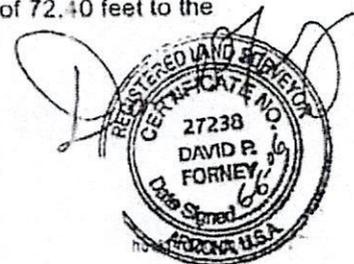


EXHIBIT B

Revised 8/16/17

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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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