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Town of Camp Verde
4735 Main St
Camp VERDE, AZ
86322



RESOLUTION 2008-739

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
VACATING A PORTION OF THE RIGHT-OF-WAY OF PHEASANT RUN
CIRCLE TO THE OWNER OF LOT 1
OF JORDON MEADOWS WITHIN THE TOWN LIMITS**

RECITALS:

- A. The Town council previously approved a Final Plat for JORDON MEADOWS that contained a street identified as Pheasant Run Circle a portion which was dedicated from Lot 1.
- B. As originally platted, Pheasant Run Circle was to continue into un-subdivided parcels to the east now terminates at Lot 1.
- C. The owner of Lot 1 ("Owner") has petitioned the Town for vacation of a portion of Pheasant Run Circle adjacent to Lot 1 and the Town agrees that best use of this portion of Pheasant Run Circle is for landscaping and beautification.
- D. The Town finds that it is in best interest of the public that a portion of Pheasant Run Circle be vacated by the Town to the Owners pursuant to A.R.S. 28-7205.

**BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE AS FOLLOWS:**

- 1. That that portion of Pheasant Run Circle, legally described on Exhibit A attached hereto is vacated and title shall revert to the Owners of record of Lot 1 Jordon Meadows recorded at BK 16, of Maps and Plats, PG 19 records of Yavapai County.
- 2. All currently existing rights of way or easements are reserved pursuant to A.R.S. 28-7210.
- 3. Owners shall submit to the Town an executed Agreement for receipt of the vacated property containing terms acceptable to the Town for landscaping, beautification, utility procedures, maintenance and release of the Town that shall be recorded with this Resolution,





HAMMES SURVEYING LLC.
 2100 VIS SILVERADO
 CAMP VERDE, ARIZONA 86322
 (928) 567-2833 (928) 567-2833

Portion of Pheasant Run Circle for Lot 1 Jordan Meadows:

Description for a parcel of land being a portion of Pheasant Run Circle located in Jordan Meadows Subdivision as recorded in Book 16, of Maps and Plats, Page 19 of the Yavapai County records, being a subdivision of a portion of Lot 11 of Section 6 and a portion of Lot 3 and 4 and a portion of the Northwest Quarter of the Northeast Quarter of Section 7, Township 13 North, Range 5 East, of the Gila and Salt River Meridian, Yavapai County, Arizona, being more particularly described as follows:

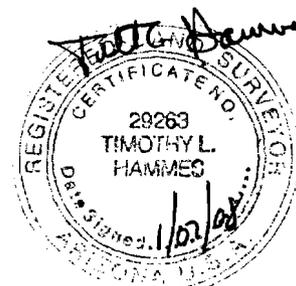
Beginning at the SE Corner of Lot 1 of said Jordan Meadows being a one-half inch rebar with plastic cap stamped #29263;

thence North 89 degrees 56 minutes 30 seconds West (R&M and basis of bearings for this description), a distance of 137.59 ft. (M) along the South line and said Lot 1 and the Northerly right-of-way of said Pheasant Run Circle to a set one-half inch rebar with a plastic cap stamped #29263;

thence South 0 degrees 03 minutes 30 seconds West (R&M), a distance of 49.71 ft. (M), 50.00 ft (R), to a point on the southerly line of Pine street as recorded per Bk.16 of maps and plats pg.19 being a set one-half inch rebar with a plastic cap stamped #29263,

thence South 89 degrees 56 minutes 30 seconds East (R&M) along said southerly line of Pine Street as recorded in Bk.16 of maps and plats Pg.19 a distance of 173.40 ft. (M), to the South East Subdivision corner of Jordan Meadows per recorded plat Bk.16 of maps and plats Pg.19 Y.C.R., being a set one-half inch rebar with a plastic cap stamped #29263 added, also being a point on the Westerly line of said parcel recorded in Book 4132, page 856 of the Yavapai County records;

thence North 35 degrees 42 minutes 45 seconds West (R&M), a distance of 61.27 ft. (M) along said Westerly line of parcel recorded in Book 4132, page 856 and the Easterly right of way line of said Pheasant Run Circle to the place of beginning.





AGREEMENT FOR RECEIPT OF PROPERTY FROM THE TOWN OF CAMP VERDE

The parties of this agreement are the Town of Camp Verde, Arizona, a municipal corporation (hereinafter referred to as "Town") and Jo Ann Sawyer, owner, (hereinafter referred to as "Owner") of certain Property adjacent to right-of-way property which has been abandoned by the Town pursuant to Resolution 2008-

THE PARTIES AGREE AS FOLLOWS:

1. **Abandonment:** The Town of Camp Verde has abandoned or will abandon a certain portion of the right-of-way off of Pheasant Run Circle between lot 1 of Jordan Meadows Subdivision and Lot 13 of Jordan Meadows Unit 3 and more particularly described in the legal description attached as Exhibit "A" hereto and incorporated herein by reference. The Town has abandoned this property to Owner, and Owner shall from the date of the signing of this Agreement own the Property in fee simple title subject to the easements and rights described herein. This easement shall run with the land and exist in perpetuity and forever.
2. **Easements:** The parties agree that Owner shall own the Property subject to the following easements and rights of the Town of Camp Verde, and utility companies which have existing utility lines, pipes or other utility facilities within the boundaries of the Property.
 - a. An easement shall be reserved to any utility company which presently has utility lines, pipes or other utility facilities located within the boundaries of the Property for the purpose of maintenance, repair or reconstruction, and the right of ingress and egress for same. This easement shall run with the land and exist in perpetuity and forever.
3. **Landscaping:** Owner shall landscape or otherwise improve the Property within ninety (90) days of the signing of this Agreement, weather permitting. At least thirty (30) days prior to any landscaping or construction upon the Property, Owner shall submit to Town working drawings or plans. In addition, Owner shall:
 - a. Be solely responsible for locating any existing utility lines, pipes or other utility facilities prior to any landscaping or construction upon the Property. "Blue Staking" shall be performed unless waived in writing by the Town of Camp Verde Zoning Administrator.
 - b. Maintain the irrigation system or method of irrigation to maintain the landscaping on the Property.
 - c. Maintain any improvements placed upon the Property. This maintenance shall be the sole responsibility of the Owner or any future Owner(s) of the Property.
 - d. Comply with the other requirements and procedures for abandonment of the public right-of-way in accordance with the Town Community Development Department.
4. **Permits:** Owner shall be responsible for obtaining all sign permits, building permits, or other permits required by the Town or other governmental agency before beginning landscaping or other construction upon the Property.
5. **Notice to Utilities:** At least five (5) days prior to any additional landscaping or other construction of improvements upon the Property, the Owner shall notify any and all utility companies and the Town of Camp Verde of the proposed date for the start of construction.



- 6. **Release:** OWNER ACKNOWLEDGES AND AGREES THAT OWNERSHIP OF THE PROPERTY IS SUBJECT TO THE TOWN'S AND ANY EXISTING UTILITY COMPANY'S EASEMENT RIGHT FOR THE PURPOSES OF CONSTRUCTION, INSTALLAION, MAINTENANCE, REPAIR OR EXPLORATION OF EXISTING OR FUTURE UTILITIES, SIDEWALKS OR OTHER PEDESTRIAN-TYPE EASEMENTS OR THE LIKE. OWNER HEREBY RELEASES TOWN FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY UPON THE PROPERTY EXCEPT SUCH DAMAGE OR INJURY AS IS CAUSED BY THE ACTS OR OMISSIONS OF THE TOWN.
- 7. **Reversion:** In the event that Owner or any future Owner violates the conditions of this Agreement, fee simple title to the property shall revert to the Town of Camp Verde; however, the Town shall first have to file a lawsuit in a court of competent jurisdiction within Yavapai County to enforce this Agreement. In any such lawsuit filed by the Town, the Town shall have the right to reversion of fee simple title to the Property in addition to any other remedies the Town may have of law or in equity. Nothing in this paragraph shall limit the remedies Owner may have against the Town at law or in equity.
- 8. **Other Documents:** The parties agree to make and execute any other documents reasonable necessary to effectuate the promises and covenants in this Agreement, including, but not limited to executing formal easement documents which are in recordable form.
- 9. **Recorded:** This Agreement and Resolution 2008-_____ shall be recorded in the Office of the Yavapai County Recorder, Prescott, Arizona, as an easement and covenant, which shall run with the land in perpetuity. This Agreement and Resolution 2008-_____ is intended to bind the Owner(s) and any future Owner of the Property with respect to the use and maintenance of the Property.

DATED this 25th day of March, 2008.

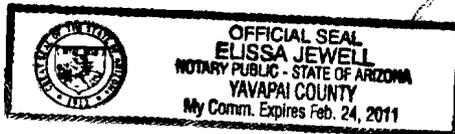
Jo Ann Sawyer
OWNER

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 25th day of March
2008 by Jo Ann Sawyer, the property owner.

Elissa Jewell
Notary Public

My Commission expires:
Feb 24, 2011



RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION