



RESOLUTION NO. 2019-1029

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A SECOND AMENDMENT TO "THE SILVERADO DEVELOPMENT AGREEMENT" BETWEEN THE TOWN OF CAMP VERDE AND VERDE RANCH MH, LLC, AN ARIZONA CORPORATION, IN ORDER TO PROVIDE FOR DEVELOPMENT OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF STATE ROUTE 260 AND NORTH OF FINNIE FLAT RD. WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, pursuant to ARS §9-500.05A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

WHEREAS, The Town entered into a Development Agreement (the "**Prior Agreement**") with CFT Ventures, LLC, an Arizona Corporation (the "**Prior Developer**") on January 3, 2018; and

WHEREAS, At the regular meeting of the Town of Camp Verde Town Council on June 26, 2019, The Town and Verde Ranch by approval of Resolution 2019-1024, amended The Prior Agreement ; and

WHEREAS, The Property included approximately 0.96 acres of real property located east of the northeast corner of Highway 260 and Finnie Flat Road in Camp Verde, Arizona, and legally described in Exhibit A attached hereto (the "*Parcel 9 Property*").

WHEREAS, Verde Ranch does not own and has never owned the Parcel 9 Property and does not intend to purchase or develop the Parcel 9 Property as part of the Property or the Project. At the time Camp Verde and Verde Ranch entered into the 2019 Amendment, they did not intend that the Parcel 9 Property would continue to be part of the Property.

WHEREAS, Accordingly, Camp Verde and Verde Ranch desire to amend the Development Agreement to remove the Parcel 9 Property from the Property as set forth in this Amendment.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. That certain Amendment to the Development Agreement dated December 4, 2019 by and between the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town") and Verde Ranch MH, LLC, an Arizona Corporation (hereinafter the "Developer"), said agreement being attached hereto and expressly made a part hereof and is attached as Exhibit B, be hereby entered into.

2. That the Amendment to the Development Agreement shall be effective thirty (30) days after passage and approval of this Resolution and in accordance with ARS §9-500.05.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON DECEMBER 4, 2019.



Charles C. German, Mayor Date:

Attest:

 12-10-2019

Virginia Jones, Town Clerk Date:

Approved as to form:



Town Attorney

When Recorded, Return To:

G. Scott Simonton
Simonton Ranch 9, LLC
2639 E. Lovebird Lane
Gilbert, AZ 85297

**SECOND AMENDMENT
TO
SILVERADO DEVELOPMENT AGREEMENT**

This Second Amendment to Silverado Development Agreement (this "*Amendment*") is made to be effective on November ____, 2019 (the "*Effective Date*"), by and between the TOWN OF CAMP VERDE, an Arizona municipal corporation ("*Camp Verde*"), and VERDE RANCH MH, LLC, an Arizona limited liability company ("*Verde Ranch*").

RECITALS:

A. Camp Verde entered into a Development Agreement, dated January 3, 2019, with CFT Ventures, LLC, an Arizona limited liability company, and recorded at Document No. 2018-0011508 in the official records of Yavapai County, Arizona (the "*2018 Development Agreement*"), with respect to approximately 172.5 acres of real property located in Yavapai County, Arizona, which is more particularly described in the 2018 Development Agreement (the "*Property*").

B. The Property included approximately 0.96 acres of real property located east of the northeast corner of Highway 260 and Finnie Flat Road in Camp Verde, Arizona, and legally described in Exhibit A attached hereto (the "*Parcel 9 Property*").

C. The 2018 Development Agreement has been amended by an Amendment to Silverado Development Agreement, dated June 26, 2019, between Camp Verde and Verde Ranch and recorded at Document No. 2019-0036508 in the official records of Yavapai County, Arizona (the "*2019 Amendment*"). The 2018 Development Agreement as amended by the 2019 Amendment is referred to as the "*Development Agreement*."

D. Verde Ranch does not own and has never owned the Parcel 9 Property and does not intend to purchase or develop the Parcel 9 Property as part of the Property or the Project. At the time Camp Verde and Verde Ranch entered into the 2019 Amendment, they did not intend that the Parcel 9 Property would continue to be part of the Property.

E. Accordingly, Camp Verde and Verde Ranch desire to amend the Development Agreement to remove the Parcel 9 Property from the Property as set forth in this Amendment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Camp Verde and Verde Ranch hereby amend the Development Agreement as follows:

AMENDMENTS:

1. **Incorporation; Definitions.** The Recitals above are incorporated in this Amendment as true and correct statements of fact binding on the parties. Capitalized terms in this Amendment shall have the meanings given them in the Development Agreement unless otherwise defined in this Amendment.

2. **Removal and Release of Parcel 9 Property.** The definition of the "Property" in the Development Agreement is hereby amended as follows:

(a) the legal description of the Parcel 9 Property is hereby deleted from Exhibit A to the 2019 Development Agreement; and

(b) the Parcel 9 Property is hereby removed from and shall no longer be included in or be part of the Property.

Accordingly, the Parcel 9 Property is hereby released from and shall not be subject to the Development Agreement.

3. **Conflict; Affirmation.** If there is any conflict between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall prevail and control. Except as specifically amended by this Amendment, the Development Agreement shall continue in full force and effect.

4. **Execution.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Amendment may be attached to any other partially executed counterpart of this Amendment without impairing the legal effect of the signature(s) on such signature page.

[Signatures on Following Pages]

SIGNATURE PAGE
TO
SECOND AMENDMENT TO SILVERADO DEVELOPMENT AGREEMENT

This signature page is attached to and incorporated into the Second Amendment to Silverado Development Agreement between TOWN OF CAMP VERDE, an Arizona municipal corporation, and VERDE RANCH MH, LLC, an Arizona limited liability company.

CAMP VERDE:

TOWN OF CAMP VERDE,
an Arizona municipal corporation

By: *Charles German*

Its: *May 9* *12-10-2019*

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this *11* day of ~~November~~ ^{*December*}, 2019, by *Charles C German* of TOWN OF CAMP VERDE, an Arizona municipal corporation, on behalf of such corporation.

Jenifer April McInzias
Notary Public

My commission expires:

12-15-2022

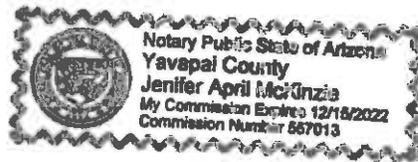


EXHIBIT A

Legal Description of the Parcel 9 Property

[Attached]



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;

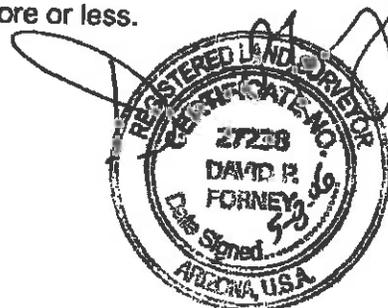
Thence Southerly along said curve, through a central angle of 00 degrees 51 minutes 54 seconds, a distance of 6.73 feet;

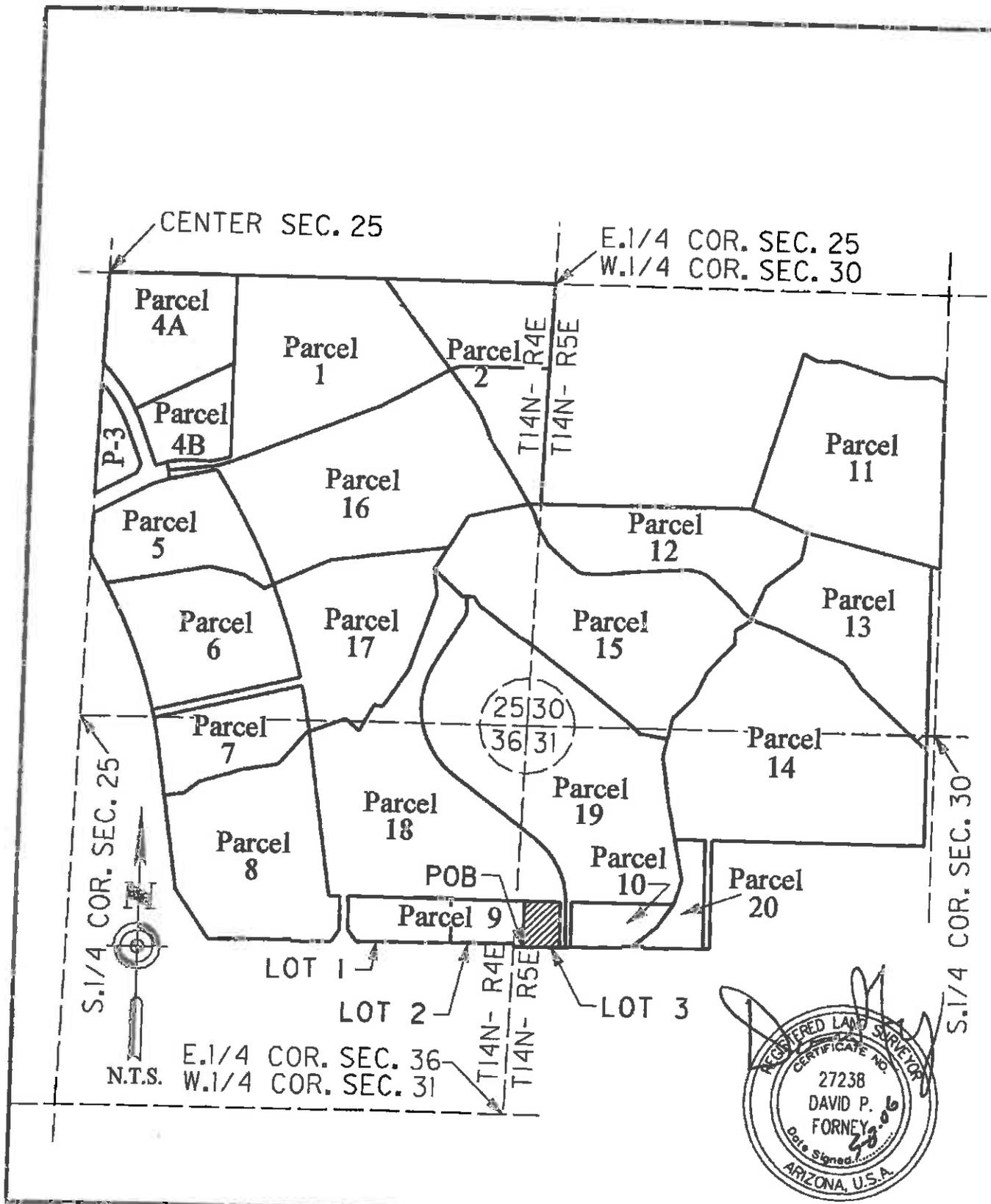
Thence South 00 degrees 48 minutes 34 seconds East, a distance of 244.29 feet;

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**