



Meeting Date: September 3, 2025

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Community Development

Staff Resource: Cory Mulcaire, Acting Senior Planner

Agenda Title **Public Hearing:** Discussion, consideration, and possible approval of Resolution 2025-1190 Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for Final Plat FLP-25-0040, submitted by Joe Link, on behalf of the owner Verde Commercial, LLC., for the purpose of developing a 20-lot commercial subdivision, in the Verde Commercial Planned Area Development. The proposed project is generally located at 300 North Goswick Way on APN 403-22-035Q.

Attached Documents:

- Draft Resolution 2025-1190
- Final Plat application
- Final Plat Map
- Title Report
- CC & R
- Drainage Report
- Civil Plans
- Maintenance Provisions
- Cost Estimate
- Sewer Will Serve
- Title Report
- CC & R
- Drainage Report
- Civil Plans
- Maintenance Provisions
- Cost Estimate
- Traffic Impact Letter
- Property Posting
- Affidavit of Public Hearing Notice
- Preliminary Plat Approval Resolution 2025-1168
- Relevant Code

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|



Town Council

Agenda Information Memorandum

Background Information:

On January 6, 2025, Joe Link, on behalf of Verde Commercial, LLC., applied for a Preliminary Plat Review for a 20-lot commercial subdivision located at 300 N Goswick Way, Parcel Number 403-22-035Q.

On April 2, 2025, the Town Council approved Resolution 2025-1171. This resolution adopted a Development Agreement between the Town and the Developer, Verde Commercial, LLC, which can be accessed here: [Resolution 2025-1171 Verde Commercial Development Agreement](#)

On April 16, 2025, the Town Council approved Resolution 2025-1168. The resolution approved the preliminary plat for Verde Commercial Subdivision. Staff have reviewed Final Plat application #FLP-25-0024 and feels that the Final Plat is in substantial conformance with the Preliminary Plat approved on April 16, 2025.

NOTE: Town staff and the applicant are aware that under the “Certification of Town Council Approval” that the Mayor’s signature line is missing. This will be corrected prior to signatures.

Property Information:

File No.	#FLP-25-0040
Location	300 N Goswick Way
Parcel	403-22-035Q
Owner	Verde Commercial, LLC
Applicant/s	Ardurra – Joe Link
Site Size	58.86 acres
Zoning Designation	C2-PAD (Commercial: Heavy Commercial – Planned Area Development)
Current Land Use	Vacant
Surrounding Properties	North: C2-PAD; Tractor Supply South: R1L-70; currently vacant State Lane East: C2-PAD; Verde RV Storage West: C2-PAD; UPS Facility

Connection to the 2025-2030 Strategic Plan:

Part of the FY25-FY30 Strategic Plan was a FY2025 Action Plan which included the use of Development Agreement’s to expand infrastructure for new developments. The development of the property implements the Development Agreement and will bring a storage tank into the existing water system.



Town Council Agenda Information Memorandum

Question(s) before the Commission:

- Is this Subdivision in substantial conformance with the 2016 General Plan for the 260 West Character Area?
- Is this Subdivision in substantial conformance with Section 505 of the Planning and Zoning Ordinance?

Proposed Motion:

Motion to **APPROVE** Resolution 2025-1190 Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for Final Plat FLP-25-0040, submitted by Joe Link, on behalf of the owner Verde Commercial, LLC., for the purpose of developing a 20-lot commercial subdivision, in the Verde Commercial Planned Area Development. The proposed project is generally located at 300 North Goswick Way on APN 403-22-035Q.

OR

Motion to **APPROVE** Resolution 2025-1190 Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for Final Plat FLP-25-0040, submitted by Joe Link, on behalf of the owner Verde Commercial, LLC., for the purpose of developing a 20-lot commercial subdivision, in the Verde Commercial Planned Area Development. The proposed project is generally located at 300 North Goswick Way on APN 403-22-035Q **with the following amendments....**

OR

Motion to **DENY** Resolution 2025-1190.



RESOLUTION 2025-1190

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR APPROVAL OF A FINAL PLAT TO DEVELOP A 20-LOT COMMERCIAL SUBDIVISION KNOWN AS “VERDE COMMERCIAL” ON APPROXIMATELY 58.86 ACRES LOCATED AT 300 NORTH GOSWICK WAY, APN 403-22-035Q.

WHEREAS, a request for approval of Final Plat FLP #25-0040 was filed by Joe Link (“Applicant”), on behalf of property owner, Verde Commercial, LLC (“Owner”), for parcel 403-22-035Q on June 3, 2025; and,

WHEREAS, the proposed project is zoned C2-PAD (Commercial: General Sales and Services – Planned Area Development) generally located at 300 North Goswick Way (APN 403-22-035Q); and,

WHEREAS, a Preliminary Plat was reviewed and recommended for Council approval by the Planning and Zoning Commission at a regular meeting on December 12, 2024; and,

WHEREAS, the Town Council reviewed and approved the Preliminary Plat of “Verde Commercial” in a Regular Session on April 16, 2025, in a public hearing that was advertised and posted according to state law and Town Code; and,

WHEREAS, the purpose of the Final Plat is to allow for 20-lots to be developed with commercial uses on an existing 58.86 acre parcel; and,

WHEREAS, the Final Plat is in substantial conformance with the Preliminary Plat.

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

Section 1. The Mayor and Common Council of the Town of Camp Verde hereby approve the Final Plat for “Verde Commercial” with the following conditions:

- A. The applicant must work with the Building Department to submit all required documents to obtain an approved Building Permit for Grading, Drainage, and the installation of Underground Utilities prior to additional development of the parcel.
- B. The proposed Final Plat of “Verde Commercial” shall be in compliance with the currently adopted General Plan and Planning and Zoning Ordinance, and the proposed use shall

not constitute a threat to the health, safety, welfare, or convenience to the general public and should be approved.

- C. The Mayor and Common Council of the Town of Camp Verde hereby approve Final Plat FLP #25-0040 for the purpose of developing "Verde Commercial" Subdivision located on APN 403-15-010E.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON THIS 3RD DAY OF SEPTEMBER 2025.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

Approved as to form:

Trish Stuhan, Town Attorney



Planning & Zoning Permits: #FLP-25-0040

Overview

Type: Final Plat Application

Submitted: 07-03-25, 2:13pm MST

Address: 300 N GOSWICK WAY, CAMP VERDE 86322

Form Submission

Have you had a Technical Review Committee Meeting?: Yes

Pre-Application or Technical Review Committee Meeting Date: July 25, 2024

Technical Review Committee Meeting (TRCM) Record Number:

#TRCM-25-0013 | GovWell Test | rayburn electric | Submitted 4/17/25

Development/Project Name: Verde Commercial Subdivision

Address or Location: 300 N GOSWICK WAY, CAMP VERDE 86322

Cross Streets / Major Intersections: george rothrock homestead parkway

Current Zoning District: PAD

Proposed Zoning District: PAD

Existing Use: Commercial

Proposed Use: Commercial

Assessor's Parcel No.: 403-22-035Q

Gross Area (Acre/Sq Ft): 59

Current General Plan Designation / Character Area: 260W

Proposed Land Use Changes: -

Proposed Zoning District Changes: -

Please Explain: -

Applicant:

Blake Carroll
23911 S. 205th Ct.
Queen Creek AZ 85142
blake@rbcdevco.com, (602) 317-6170

Property Owner:

Verde Commercial LLC
2800 Niagara Ln N
Minneapolis MN 55447
blake@rbcdevco.com, (602) 317-6170

Applicant Signature:

A handwritten signature in black ink, appearing to read "Blake Carroll".



Town of Camp Verde
Community Development Department
473 South Main Street, Suite 108
Camp Verde, AZ 86322
(928) 554-0050

FINAL PLAT APPLICATION

FINAL PLAT APPLICATION SUBMITTAL CHECKLIST

PLEASE RETURN THIS CHECKLIST FORM WITH YOUR COMPLETED APPLICATION SUBMITTAL. SUBMITTALS WITHOUT THE INFORMATION BELOW ARE CONSIDERED INCOMPLETE AND WILL NOT BE ACCEPTED.

- ☐ **Technical Review Committee Meeting (Required).** Date: _____
- ☐ **Technical Review Committee Meeting Comment Response Letter (Staff).**
- ☒ **Completed Conceptual Plat Review (if applicable).**
- ☒ **Completed Preliminary Plat Application.**
- ☒ **Written Legal Description with an exhibit for each parcel.**
- ☒ **Letter of Intent / Project Narrative.**
 - ☐ Describe the purpose for the use and/or change of use, the reasoning for the change of use, specific plan application, and any other important information such as but limited to access to the site, on-site parking/existing, fiscal impact analysis, land use analysis, etc.
- ☐ **Town Engineer or ADOT approval of site access (if applicable).** N/A
- ☒ **Sign and notarized Waiver of Diminution of Value (Prop 207) by the property owner(s).**
- ☒ **Permission to Enter Form.**
- ☒ **Site Plan (1 Electronic PDF version): Please refer to subsection 504.B for additional requirements**
 - ☐ **Title:** the title shall include "Final Plat" and the proposed name of the subdivision.
 - ☐ **Boundary Lines** including tracts, lot and parcel lines, easement lines, street centerlines, and section lines, all showing accurate bearings and dimensions expressed (rounded) in feet and decimals thereof to the hundredth; the licensed surveyor who certifies the boundary survey on the plat shall also submit mathematical calculations of each boundary, lot and tract closure; the calculations shall contain enough data in order to follow and recalculate the method used to determine closure.
 - ☐ Indicating the total area of the subdivision and the area of each lot to the nearest hundredth of an acre if greater than (1) one acre or showing the area in square feet if less than (1) one acre; such area data may be shown on the Final Plat or on a memorandum in support of the plat.
 - ☐ Indicating width of streets, width of easements, and indication of their purpose, angle, radius, tangent, and length of all curves; easements shall be clearly dimensioned, labeled, and identified, and, if already recorded, properly referenced to the record. If any easement is not definitely located on record, a statement of such easement shall appear on the title sheet.
 - ☐ Indicating the location and description of existing and found monuments, such as section corners and subdivision boundary corners, elevation of benchmarks for a condominium development, existing right of ways and easements, if any; corners of the subdivision shall be noted, and monuments found or set shall be indicated and described; two corners of the subdivision traverse shall be tied by course and distance to separate section corners or quarter section corners or suitable monuments acceptable to the Town Engineer.
 - ☐ The legend shall specify the type of monuments used.
 - ☐ The final plat shall indicate if the lot corner monuments have been or are to be set. If the lot corners are set, this should be included in the surveyor's certificate. If they are not set, an estimate and assurances must be provided.
 - ☐ Monuments shall be either a steel pin or pipe at least eighteen inches (18") in length and set reasonably permanently for all points of reference on the outside boundary, at each lot corner, and/or at all points of curvature or tangency of the subdivision.
 - ☐ **Subdivision and Public Use Boundaries:** The boundary of the subdivision shall be indicated by a heavy line, recognizable as a border clearly showing the boundary of the subdivision and all of the property being offered for dedication for public use and/or as easements; such boundaries shall not interfere with the legibility of figures and other data.
 - ☐ **Adjacent Land:** Where there is contiguous development, the name of the subdivision with reference of record, street right of way lines, street names, street width, easements shall be clearly dimensioned, labeled, and identified, if any; and if unsubdivided, so note.
 - ☐ **Excepted Parcel:** Any expected parcel(s) within the plat boundary shall be accurately depicted by bearings and distances on the final plat and indicated as "not a part."
 - ☐ **Lot, Block, and Street Layout:** Each lot shall be numbered as per the approved Preliminary Plat



FINAL PLAT APPLICATION

permitted shall be so designated. Label and identify all lots, parcels, tracts, excepted parcels, etc. for intended use, ownership or maintenance.

- ☐ **Drainage:** The limits of any 100-year floodplain identified using the standards as set forth by the Arizona Department of Water Resources Requirement for Floodplain Delineation in Riverine Environments, together with the base flood elevation, shall be illustrated in the Final Plat.
 - o The regulatory elevation for the most critical location within each lot shall be shown on each lot that is impacted by the floodplain. A note shall also be placed on the plat indicating that "Floodplain limits, base flood elevations, and regulatory elevations may be revised by subsequent studies approved by the Yavapai County Flood Control District."
 - o Final Plats shall also show all drainage easements in conformance with the approved Preliminary Plat and the associated dedication language. The actual dedication language should relate to the type of drainage facility and method of maintenance.
- ☒ **Title Report:** Two copies of an updated title report or a policy of title insurance issued by a title insurance company within the preceding thirty (30) working days to the owner of the land, covering the land within the subdivision and showing all record owners, lies, and encumbrances. The title report shall prove legal/permanent access to the proposed subdivision.
- ☒ **Deed Restrictions:** A copy of any covenants, conditions, and restrictions (CC&Rs) to be recorded; a notation and space for reference to the recorded deed restrictions shall be placed on the Final Plat,
- ☒ **Final Drainage Report:** A final or Phase 3 Drainage Report shall be submitted in conjunction with final construction plans in accordance with the requirements of the Flood Control District. The purpose of the Phase 3 Drainage Report is to update the concepts, provide all information not previously provided, and present the design details for the drainage facilities discussed in the Phase 2 Drainage Report.
- ☒ **Engineered Design/Construction Plans:** One (1) electronic version of the construction plans of all improvements required and prepared in accordance with Town Ordinances, Flood Control District Regulations, Arizona Department of Environmental Quality Standards applicable to the Town's delegation agreement, and any/all other construction standards or specifications as adopted by the Town Council and in force and effect.
 - In addition to the construction plans, plans for all off-site improvements to be constructed will be required. The plans will show the details required by the Town's Engineering and Construction Standards, including land ownership, existing or proposed right-of-way limits, and other features affecting the establishment and construction of such required off-site improvements.
- ☒ **Construction Cost Estimate:** A cost estimate for constructing the required site and off-site improvements, signed and sealed by a registered Professional Engineer in the State of Arizona. The cost estimate and method/type of assurance shall be approved by the Town Engineer and/or Town Attorney prior to approval of the final plat.
 - The actual assurance must be executed and presented to the Town of Camp Verde before the Final Subdivision Plat is recorded. (See Section 507 regarding assurances).
- ☒ **Maintenance Provisions:** If private roadways or common facilities are proposed in the development, then provisions for perpetual maintenance shall be provided for in the Property and Homeowners Association, or other legal entity organizational Articles of Incorporation; such provisions must be acceptable to the Town of Camp Verde, and shall be submitted with the Final Subdivision Plat.

NOTE(S):

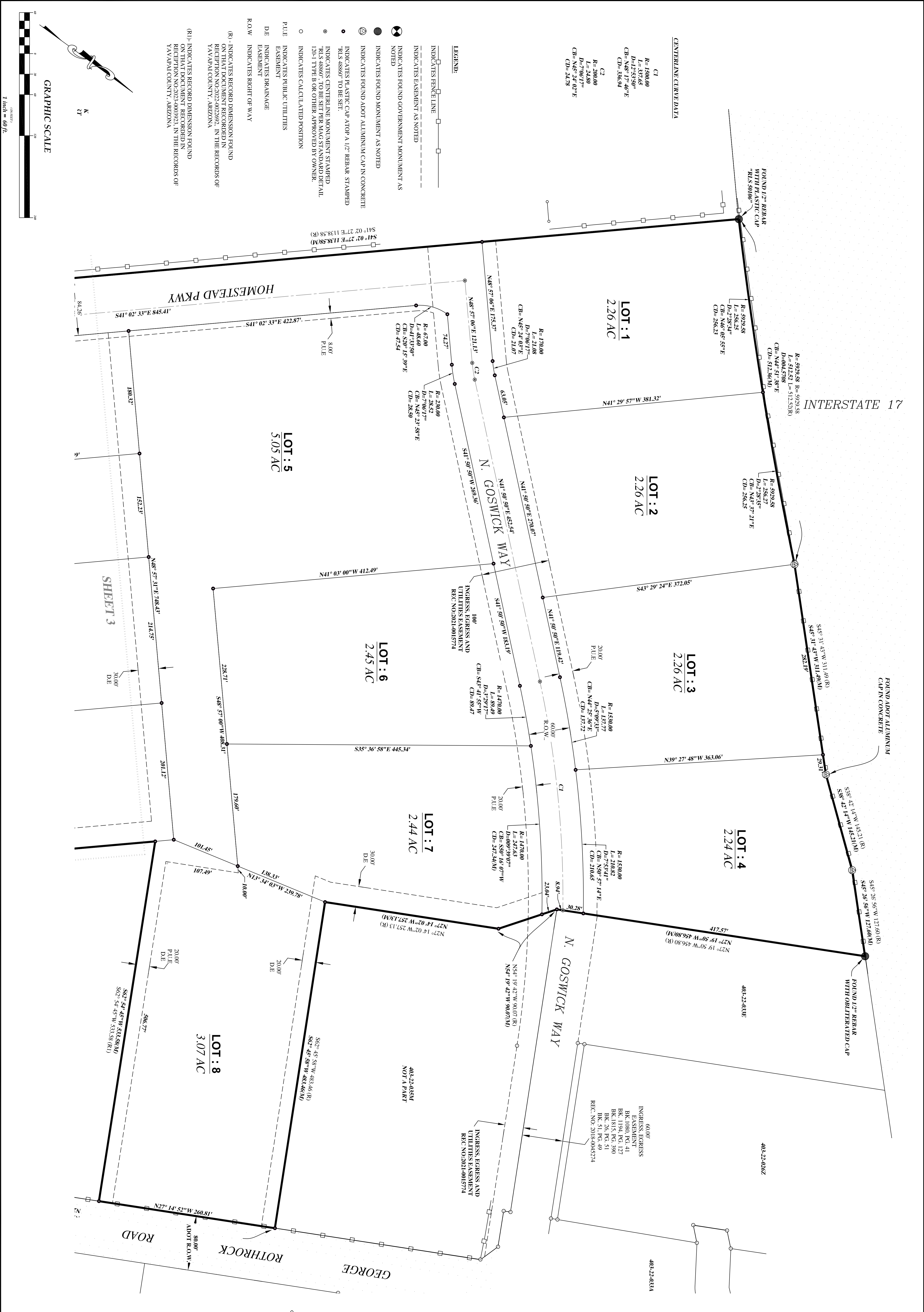
- The Final Plat is required to have all the certifications, acknowledgments, dedications, acceptances, and all others now or hereafter required shall appear on the Final Plat.
- The Final Plat shall be submitted and prepared within two years of the approval date of the Preliminary Subdivision Plat or within an approved time period extension.
- Each Town department and/or agency that has received a copy of the Final Plat and applicable supporting plans and documents shall determine and reply, within 20 working days from the date of complete application received by the Community Development Department, as to whether or not the material is acceptable. Failure of any department or agency to reply within the time specified will be interpreted by the Community Development Director as no objection to the plat as submitted, but shall not alleviate the subdivider from the requirements of any such department or agency



Town of Camp Verde
Community Development Department
473 South Main Street, Suite 108
Camp Verde, AZ 86322
(928) 554-0050

FINAL PLAT APPLICATION

Current General Plan Designation / Character Area additional information: 260W = State Route 260 West Character Area, 260E = State Route 260 East Character Area, FF = Finnie Flat Character Area, DT = Downtown Character Area, MV = Middle Verde Character Area, PL = Pecan Lane Character Area, McC = McCracken Character Area, QH/RRV = Quarterhorse/Ranch Rio Verde Character Area, SM = Salt Mine Character Area, CC = Clear Creek Character Area. Visit by clicking this link [2016 General Plan](#)



REVISIONS

NO.	DATE	DESCRIPTION
1	05/20/25	PROJECT NO. 22-050515
2	05/20/25	CHECKED: SMN
3	05/20/25	CHECKED: SMN
4	05/20/25	SCALE: 1"=60'

PROJECT NO. 22-050515

DATE: 05/20/25

CHECKED: SMN

CHECKED: SMN

SCALE: 1"=60'

REGISTERED PROFESSIONAL SURVEYOR

SHANE M. NAUERT, R.L.S.

NO. 98860

STATE OF ARIZONA

FINAL PLAT FOR

VERDE COMMERCIAL

CAMP VERDE, AZ

HERITAGE

LAND SURVEYING & MAPPING INC.

SHANE M. NAUERT, R.L.S.

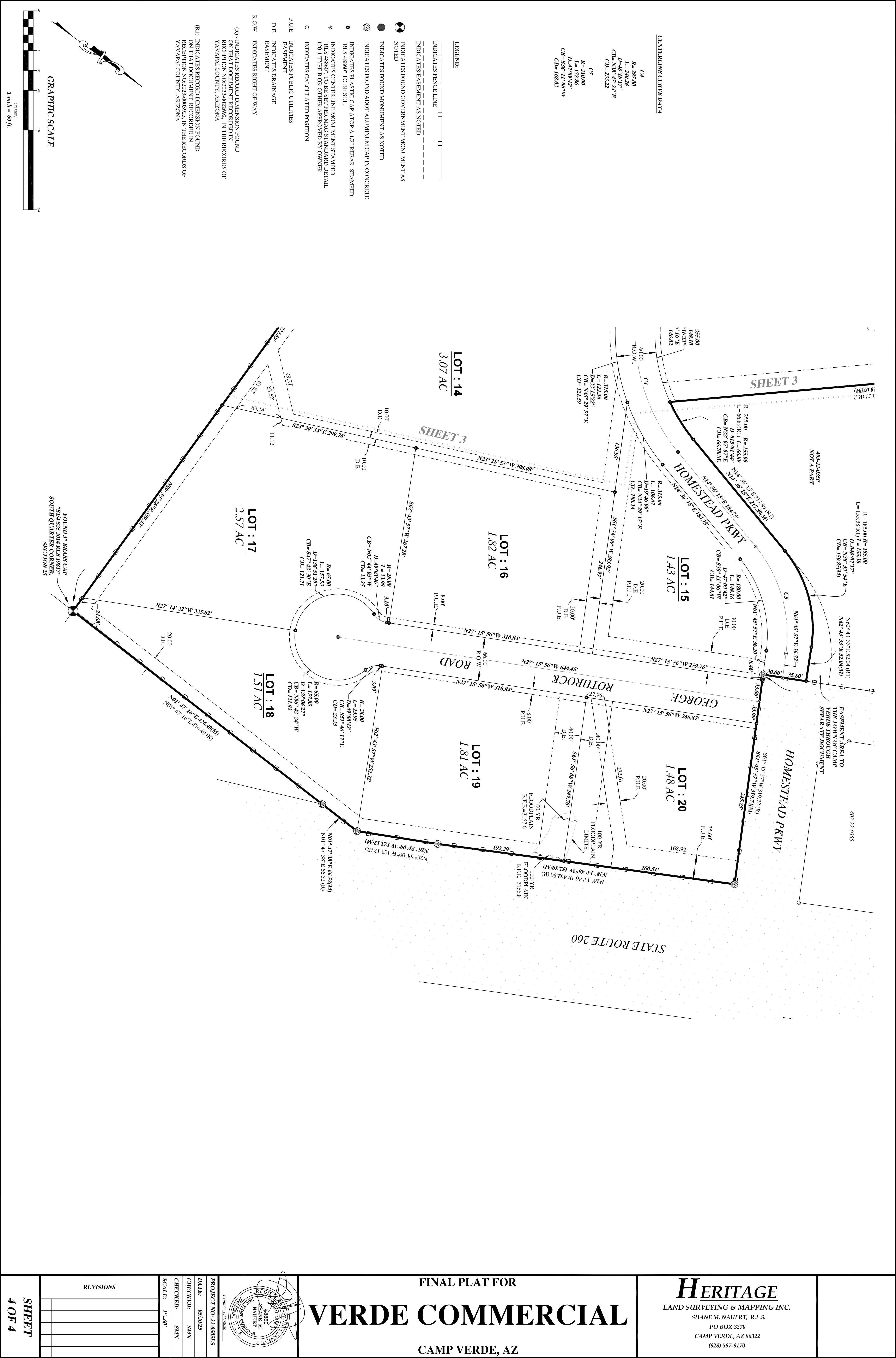
PO BOX 3270

CAMP VERDE, AZ 86322

(928) 567-9170

SHEET

2 OF 4



REVISIONS

DATE: 05/20/25

CHECKED: SMN

CHECKED: SMN

SCALE: 1"=60'

PROJECT NO: 22-06951.S

DATE: 05/20/25

CHECKED: SMN

CHECKED: SMN

SCALE: 1"=60'

REGISTERED PROFESSIONAL SURVEYOR

BRADLEY M. NAUERT

NO. 98860

STATE OF ARIZONA

FINAL PLAT FOR

VERDE COMMERCIAL

CAMP VERDE, AZ

HERITAGE

LAND SURVEYING & MAPPING INC.

SHANE M. NAUERT, R.L.S.

PO BOX 3270

CAMP VERDE, AZ 86322

(928) 567-9170

SHEET

4 OF 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

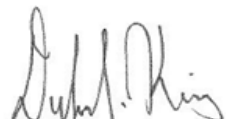
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature

Stewart Title & Trust of Phoenix, Inc.
3131 E. Camelback Rd., Suite 200
Phoenix, AZ 85016




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2355983

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4

September 3, 2025

Page 90 of 740



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2355983

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

September 3, 2025

Page 91 of 740



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment Form Regular Session (07-01-2021)

Page 3 of 4

September 3, 2025

Page 92 of 740



10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2355983

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4

September 3, 2025

Page 93 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title & Trust of Phoenix, Inc.
Issuing Office: 3131 E. Camelback Rd., Suite 200, Phoenix, AZ 85016 (602) 462-8000
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2355983
Issuing Office File Number: 2355983
Property Address: 0000 Vacant Land, Camp Verde, AZ 86322
Revision Number: 4 - Plant Date Only

Title Officer: Eric Drobina
Escrow Officer: Jennifer Langford

1. Commitment Date: October 31, 2024 at 8:00AM

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Extended \$3,200,000.00
Proposed Insured: Verde Commercial Holding LLC, an Arizona limited liability company

(b) ALTA® Loan Policy
Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Verde Commercial LLC

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

6. The Deed of Trust to be insured and the assignments thereof, if any are described as follows:

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 10 Town Council Regular Session

September 3, 2025

Page 94 of 740



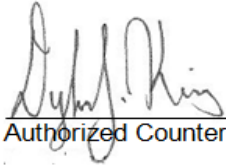
ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 10 Town Council Regular Session

September 3, 2025

Page 95 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2355983

A portion of the following described property:

The following is a description of a parcel of land located within the Southwest quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River base and meridian, Yavapai County, Camp Verde, Arizona, being a portion of those parcels of land described Record No: 2020-0072254, Record source #1 (R1) also being a portion of those parcels of land described Record No: 2018-0045432, Record source #2 (R2) records of the Yavapai county recorder, said parcel being more particularly described as follows:

Beginning for Reference at the found 1" pipe with tag "RLS 19817", marking the Southwest corner of said Section 25, from which a 3" A.D.O.T. Brass cap "S1/4 S25 RLS 19817 2014", marking the South quarter corner of said Section 25 bears North 89° 55' 26" East, at a distance of 2655.06 feet Basis of Bearings North 89° 55' 18" East, a distance of 2655.03 feet (R1) Thence North 89° 55' 26" East, a distance of 609.15 feet North 89° 55' 18" East, a distance of 609.11 feet (R1) along the South line of said section 25, to a found plastic cap atop a 1/2" rebar stamped "RLS 50106", marking the Southwest corner of said (R1) and the TRUE POINT OF BEGINNING;

Thence North 89° 55' 26" East, a distance of 2045.91 feet North 89° 55' 18" East, a distance of 2045.92 feet (R1) to a found 3" A.D.O.T. Brass cap "S1/4 S25 RLS 19817", marking the South quarter corner of said Section 25;

Thence North 01° 47' 16" East, a distance of 476.40 feet North 01° 47' 25" East, a distance of 476.41 feet (R1), North 01° 44' 54" East, a distance of 476.29 feet (R2) to a found 3" A.D.O.T. aluminum disk, marking a point on the Westerly right-of-way State Route 260;

Thence North 01° 47' 38" East, a distance of 66.52 feet North 01° 43' 39" East, a distance of 66.51 feet (R1), North 01° 45' 24" East, a distance of 66.49 feet (R2) to a found 3" A.D.O.T. Aluminum disk, marking a point on the Westerly right-of-way State Route 260;

Thence North 26° 58' 00" West, a distance of 123.12 feet North 26° 58' 08" West, a distance of 123.12 feet (R1), North 26° 58' 55" West, a distance of 123.12 feet (R2) to a found 3" A.D.O.T. Aluminum disk, marking a point on the Westerly right-of-way of State Route 260;

Thence South 45° 31' 43" West, a distance of 311.49 feet South 45° 31' 10" West, a distance of 311.47 feet (R1), South 45° 32' 11" West, a distance of 311.33 feet (R2) to a found 3" A.D.O.T. Aluminum disk, marking a point on the Southeasterly right-of way of Interstate 1-17, and the beginning of a non-tangent curve to the right, concave to the Northwest, from which the radius point of said curve bear North 47° 36' 56" West, at a distance of 5929.58 feet;

Thence along said curve to the right, through a central angle of 04° 57' 08" an arc length of 512.52 feet (said curve being subtended by a chord bearing of South 44° 51' 38" West and a chord distance of 512.36 feet), to a found plastic cap atop a 1/2" rebar stamped "RLS 50106", marking the Northwest corner of said (R1);

Thence South 41° 02' 27" East, a distance of 1138.58 feet South 41° 02' 35" East, a distance of 1138.58 feet (R1) to a found plastic cap atop a 1/2" rebar stamped "RLS 50106", marking an angle point in the Westerly line of said (R1);

Thence South 49° 06' 51" West, a distance of 476.99 feet South 49° 06' 43" West, a distance of 476.99 (R1) to the TRUE POINT OF BEGINNING;

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 13

Town Council Regular Session

September 3, 2025

Page 96 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

APN: 403-22-035Q (A portion of 403-22-035N)

NOTE: Said legal description will change upon compliance with Requirement No.12 set forth in Schedule B Section 2 herein.

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 4 of 13

Town Council Regular Session

September 3, 2025

Page 97 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2355983

Requirements

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8-1/2 inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any documents containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$7,272,764.00, and any other amounts payable under the terms thereof

Dated: July 29, 2022

Trustor: Verde Commercial LLC

Trustee: Stewart Title

Beneficiary: Western State Bank

Recorded: August 5, 2022, [Instrument No. 2022-0047397](#)

Affidavit of Erroneous Recorded recorded August 10, 2022, [Document No. 2022-48065](#)

6. RECORD RELEASE AND RECONVEYANCE of Deed of Trust given to secure the original amount of \$3,628,763.00, and any other amounts payable under the terms thereof

Dated: January 24, 2023

Trustor: Vcups-H LLC

Trustee: Stewart Title

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 5 of 13

Town Council Regular Session

September 3, 2025

Page 98 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Beneficiary: Western State Bank

Recorded: January 25, 2023, [Instrument No. 2023-0003924](#)

7. RECORD RELEASE of Assignment of Rents and Leases executed by Verde Commercial LLC, a Minnesota limited liability company, to Western State bank, dated July 29, 2022, recorded August 5, 2022, [Instrument No. 2022-0047453](#), as additional security for indebtedness secured by Deed of Trust, recorded August 5, 2022, in [Document No. 2022-47397](#).
8. RECORD TERMINATION of Financing Statement between Vcss-F LLC, Debtor, and Western State Bank, Secured Party, recorded August 16, 2022, [Instrument No. 2022-0049203](#).
9. RECORD RELEASE of Assignment of Rents and Leases executed by VCUPS 8-H LLC, an Arizona limited liability company, to Western State Bank, dated January 24, 2023, recorded January 25, 2023, [Instrument No. 2023-0003925](#), as additional security for indebtedness secured by Deed of Trust, recorded January 25, 2023, in [Document No. 2023-3924](#).
10. RECORD TERMINATION of Financing Statement between Vcups-H LLC, Debtor, and Western State Bank, Secured Party, recorded January 30, 2023, [Instrument No. 2023-0004378](#).
11. APPROVAL by all parties to this transaction of the legal description of the subject property used herein. NOTE CHANGE in the legal description of the within described property. Change: need insurable legal description of property

ACCEPTED AND APPROVED BY BUYER: _____

ACCEPTED AND APPROVED BY SELLER: _____
12. FURNISH LEGAL DESCRIPTION to be insured herein. THE RIGHT IS RESERVED to make additional exceptions or requirements upon review of the information required.
13. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.
PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.
14. FURNISH an Owner's Affidavit and Indemnity Agreement for the benefit of Stewart Title & Trust and Stewart Title Guaranty Company executed by the seller/borrower that no work or material has been done or furnished within the statutory lien period which could give rise to a mechanic's or materialman's lien.
15. FURNISH PLAT OF SURVEY acceptable to the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination of said plat.

NOTE: The plat of survey furnished to satisfy the above requirements must be made by a Registered Land Surveyor, showing proper ties to locating monuments, location of the improvements on the premises, easements or rights-of-way, over or under the property, together with any encroachments or projections, fences or any other matters affecting the use and occupancy of the premises, and CERTIFICATION BY said Land Surveyor shall read as follows:

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 6 of 13

Town Council Regular Session

September 3, 2025

Page 99 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

"This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS includes items 1, 8, 11 and 13 of Table A thereof. The field work was completed on *."

Additionally, the Certification must include "AZ - Stewart Title & Trust of Phoenix and Stewart Title Guaranty Company."

NOTE RE ZONING: Should Zoning coverage be requested the following will additionally be REQUIRED:

- (A) Survey must include Items 6, 7(a), 7(b)(i) and 7(c) of Table A, and the type and number of parking spaces must be included;
- (B) FURNISH the Company with a Letter or Certificate from the local zoning authority stating:
 - Zoning classification and vesting date of the land;
 - Permitted uses under that classification;
 - Improvements on land constitute a permitted use;
 - No notice of violation has been issued.

THE RIGHT IS RESERVED to make additional exceptions or requirements upon examination of the required items.

- 16. USUAL PRELIMINARY INSPECTION report by an employee of the Company. THE RIGHT IS RESERVED to make additional requirements or exceptions upon examination.
- 17. USUAL RECORDING INSPECTION report by an employee of the Company immediately prior to recording. NOTIFY Title Department NO LATER THAN 48 HOURS prior to scheduled recording. If such inspection discloses additional matters, the recording will be delayed until resolved.
- 18. FURNISH the Company with proper Certificate by the Owner itemizing all Leases, identifying Lessee, date of Lease, Terms and any Options to Renew. SAID CERTIFICATE SHALL ALSO STATE THAT NONE OF THE LEASES REFERRED TO THEREIN CONTAINS A FIRST RIGHT OF REFUSAL OR OPTION TO PURCHASE. Upon receipt and approval by the Company, Exception No. 55 of Schedule B will be limited to those parties identified in the Certificate.
NOTE: If any leases are to be subordinated THE FORM OF SUBORDINATION MUST BE APPROVED by the Company PRIOR TO CLOSE OF ESCROW.
- 19. FURNISH copy of Certificate of Registration of Verde Commercial LLC limited liability company (a foreign limited liability company) filed with the Arizona Corporation Commission -OR- PROPER SHOWING that said limited liability company is in good standing in its domiciliary jurisdiction. THE RIGHT IS RESERVED to make additional requirements upon examination of said certificate.
- 20. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Verde Commercial LLC limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination
- 21. (SATISFIED) FURNISH copy of filed Articles of Organization of Verde Commercial Holding LLC, an Arizona limited liability company which states whether said limited liability company is member managed or manager managed.

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 7 of 13

Town Council Regular Session

September 3, 2025

Page 100 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

22. (SATISFIED) SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Verde Commercial Holding LLC, an Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination

23. RECORD Deed from Verde Commercial LLC to Verde Commercial Holding LLC, an Arizona Limited Liability Company .

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

NOTE: This Company has on file a copy of the operating agreement of Verde Commercial Holding LLC, an Arizona limited liability company, authorizing the person(s) listed below (with Member/Manager designation), to execute and deliver all instruments required to consummate this transaction:

Entitlements LLC, Manager, by Zander Management Company, LLC, its manager by Eric Kerbs, its manager
RBC Devco LLC, Manager, by Blake Carroll, its manager
RMOJO, LLC, Manager, by Rommie Mojahed, its member

NOTE: If this will be other than a Cash Transaction, notify the title department prior to close and additional requirements will be made

Note: 2023 Tax parcel # 403-22-035N9 ([Tax Sheet](#)) ([Assessors Map](#)) (Plat Map) ([Vesting deed](#)) PRIOR to recording, obtain current tax information from: Yavapai County Treasurer 10 South 6th Street Cottonwood, AZ 86326 Phone: (928) 639-8123 <http://www.yavapai.us/treasurer>

NOTE: Subject property more commonly known as:

0000 Vacant Land, Camp Verde, AZ 86322

[24] MONTH CHAIN NOTE: The conveyances that recorded on the property that is subject of this escrow that have recorded within the last [24] months of the effective date hereof are as follows: [NONE]

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 8 of 13

Town Council Regular Session

September 3, 2025

Page 101 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2355983

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

NOTE: Exceptions 1 through 8, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 9 of 13

Town Council Regular Session

September 3, 2025

Page 102 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
11. Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2024.
12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
13. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
14. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.
15. Easement for right of way and to restrict access and rights incident thereto, as set forth in instrument recorded June 29, 1971 in [Book 671, Page 396](#).
16. Easement for highway and rights incident thereto, as set forth in instrument recorded September 12, 1972 in [Book 777, Page 496](#).
17. Easement for communication lines, facilities and rights incident thereto, as set forth in instrument recorded September 18, 1972 in [Book 778, Page 840](#).
18. Easement for electric lines and rights incident thereto, as set forth in instrument recorded September 21, 1972 in [Book 779, Page 847](#).
19. Easement for communication lines, facilities and rights incident thereto, as set forth in instrument recorded June 26, 1973 in [Book 847, Page 285](#).
20. Easement for highway and controlled access and rights incident thereto, as set forth in instrument recorded February 4, 1974 in [Book 893, Page 792](#).
21. Easement for electric lines and facilities and rights incident thereto, as set forth in instrument recorded February 2, 1982 in [Book 1901, Page 288](#) and October 2, 1987 in [Book 1979, Page 68](#).
22. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 10 of 13

Town Council Regular Session

September 3, 2025

Page 103 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

instrument recorded February 22, 1983 in [Book 1517, Page 786](#) and Amendment recorded April 3, 1986 in [Book 1807, Page 886](#).

23. All matters set forth in Resolution for roadway recorded June 3, 1983 in [Book 1541, Page 979](#).
24. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded April 28, 1986 in [Book 1815, Page 390](#).
25. All rights conveyed to Yavapai County in Quit Claim Deed for road recorded November 28, 1986 in [Book 1880, Page 202](#) as affected by Quit Claim Deed recorded November 28, 1986 in [Book 1880, Page 206](#).
26. All matters shown on road map recorded December 10, 1986 in [Book 26 of Survey Maps, Page 15](#).
27. Easement for water lines and facilities and rights incident thereto, as set forth in instrument recorded April 19, 1989 in [Book 2140, Page 592](#) and in [Book 2140, Page 596](#).
28. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded April 25, 1989 in [Book 2142, Page 364](#).
29. Easement for water lines and facilities and rights incident thereto, as set forth in instrument recorded May 23, 1989 in [Book 2150, Page 433](#), January 19, 1990 in [Book 2218, Page 61](#) and January 23, 2009 in [Book 4644, Page 834](#).
30. Easement for roadway and utilities and rights incident thereto, as set forth in instrument recorded April 15, 1991 in [Book 2347, Page 126](#).
31. All rights conveyed to the Town of Camp Verde in Quit Claim Deed for road and public utilities recorded April 15, 1991 in [Book 2347, Page 126](#) and in [Book 2347, Page 139](#).
32. Easement for ingress, egress and utilities and rights incident thereto, as set forth in instrument recorded July 2, 1991 in [Book 2373, Page 286](#).
33. Easement for ingress and egress and rights incident thereto, as set forth in instrument recorded February 26, 1993 in [Book 3551, Page 491](#).
34. All matters shown on record of survey recorded January 10, 1995 in [Book 26 of Survey Maps, Page 51](#).
35. Any action that may be taken by the Department of Transportation to acquire right of way for road or highway as disclosed by Resolution recorded January 28, 1999 in [Book 3634, Page 327](#) and March 12, 1999 in [Book 3646, Page 382](#).
36. Easement for roadway and utilities and rights incident thereto, as set forth in instrument recorded October 18, 1999 in [Book 3703, Page 594](#).
37. All matters shown on results of survey recorded January 14, 2000 in [Book 51 of Surveys Maps, Page 49](#).
38. Any action that may be taken by the Department of Transportation to acquire right of way for road or highway as disclosed by Resolution recorded March 25, 2002 in [Book 3912, Page 376](#).

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 11 of 13

Town Council Regular Session

September 3, 2025

Page 104 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

39. The right of the State of Arizona to prohibit, limit or control access, as set forth in instrument recorded May 31, 2002 in [Book 3930, Page 693](#) and in [Book 3930, Page 695](#).
40. Any action that may be taken by the Department of Transportation to acquire right of way for road of highway as disclosed by Resolution recorded October 1, 2002 in [Book 3963, Page 89](#) and December 19, 2006 in [Book 4464, Page 800](#).
41. Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements or party walls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded May 17, 2005 in [Book 4264, Page 936](#).
42. All matters shown on results of survey recorded February 20, 2007 in [Book 164 of Survey Maps, Page 12](#), in [Book 164 of Survey Maps, Page 13](#) and in [Book 164 of Survey Maps, Page 14](#).
43. All matters set forth in Resolution No. 2008-2 recorded February 13, 2008 in [Book 4574, Page 307](#).
44. Any action that may be taken by the Department of Transportation to acquire right of way for road or highway as disclosed by Resolution recorded July 15, 2014 in [Instrument No. 2014-0031834](#).
45. All matters shown on results of survey recorded July 18, 2018 in [Instrument No. 2018-0036953](#).
46. All matters shown on results of survey recorded August 31, 2018 in [Instrument No. 2018-0045274](#).
47. Terms and conditions as contained in instrument entitled Development Incentive Agreement, recorded August 17, 2020 in [Instrument No. 2020-0046934](#).
48. All matters shown on results of survey recorded November 23, 2020 in [Instrument No. 2020-0072884](#).
49. Easement for ingress, egress, and public utilities and rights incident thereto, as set forth in instrument recorded March 5, 2021 in [Instrument No. 2021-0015774](#).
50. Easement for water lines and rights incident thereto, as set forth in instrument recorded March 24, 2021 in [Instrument No. 2021-0020755](#).
51. Easements, restrictions, reservations, conditions, set-back lines and all other matters as set forth on a Lot Line Adjustment, recorded April 12, 2022 in [Instrument No. 2022-0022693](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
52. Terms and conditions as contained in instrument entitled Temporary Construction Easement Agreement, recorded June 17, 2022 in [Instrument No. 2022-0037356](#).
53. Easement for utilities and rights incident thereto, as set forth in instrument recorded January 19, 2023, [Instrument No. 2023-0003158](#).

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 12 of 13

Town Council Regular Session

September 3, 2025

Page 105 of 740



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

54. Easement for utilities and rights incident thereto, as set forth in instrument recorded October 27, 2023, [Instrument No. 2023-0046948](#).
55. Rights of parties in possession.
NOTE: This exception may be made more specific upon our examination of documents which entitle the occupants to possession.

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File No.: 2355983

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 13 of 13

Town Council Regular Session

September 3, 2025

Page 106 of 740



ADDENDUM TO COMMITMENT FOR TITLE INSURANCE

The policy or policies to be issued will contain exceptions to or exclusions from coverage as to the following matters unless the same are disposed of to the satisfaction of or by agreement with the Company.

EXCEPTIONS TO STANDARD POLICIES AND ALTA OWNER'S POLICIES

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings whether or not shown by the records of such agency or by the Public Records
2. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims.
(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof.
(c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCLUSIONS FROM STANDARD POLICIES, ALTA OWNER'S POLICIES AND ALTA LOAN POLICIES EXCEPT 2006 POLICY FORMS

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of the violation of any of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction (vesting in the insured the estate or interest)(creating the interest of the mortgagee) insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a fraudulent conveyance or fraudulent transfer, or
 - (b) the subordination of the insured mortgage (if applicable) as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the (estate or interest insured by this policy)(interest of the insured mortgagee) being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer, or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

In addition, as to an ALTA Loan Policy only:

5. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
6. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
7. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 OWNER'S POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 5 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM ALTA 2006 LOAN POLICY:

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

NOTE: Exceptions numbered 1 through 7 above will be eliminated from an ALTA (Extended Coverage) Owner's or Loan Policy. Exclusions 1 through 7 are exclusions from coverage in the regular form of the policy and said items cannot be eliminated.

EXCLUSIONS FROM 12/02/13 ALTA HOMEOWNER'S POLICIES

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop mineral, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00	\$5,000.00

When recorded mail to:

Name: Bergin, Frakes, Smalley & Oberholtzer
PLLC

Address: 4343 East Camelback Road
Suite 210

City/State/Zip: Phoenix, Arizona 85018

this area reserved for County Recorder

Master Declaration of Covenants, Conditions and Restrictions for Verde Commercial

DO NOT REMOVE

This is part of the official
document.

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VERDE COMMERCIAL**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter the “Declaration”) is dated _____, 2024, and is made by Verde Commercial, LLC, an Arizona limited liability company (hereinafter “Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the Town of Camp Verde, Yavapai County, Arizona, known as “Verde Commercial” which is legally described on Exhibit A attached to this Declaration and incorporated herein by this reference and is further depicted on the Plat of Verde Commercial attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, Declarant desires to subdivide and develop Verde Commercial into a planned development consisting of multi-family residential, commercial/retail, industrial and other areas and uses; and

WHEREAS, Declarant desires to form a non-profit corporation (hereinafter the “Association”) which will (1) own, manage and maintain the Common Areas and certain other areas in Verde Commercial; (2) levy, collect and disburse the Assessments and other charges imposed hereunder; and (3) as the agent and representative of Verde Commercial Owners, enforce the use restrictions and other provisions of this Declaration; and

WHEREAS, the Declarant desires to establish for its own benefit and for the mutual benefit of all future owners, or other holders of an interest in any portion of Verde Commercial, certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of Verde Commercial; and

WHEREAS, Declarant desires and intends that that Owners, mortgages, beneficiaries, trustees and other persons hereafter acquiring any interest in Verde Commercial, shall at all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, privileges, covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the value, desirability and attractiveness of Verde Commercial; and

WHEREAS, the Declarant therefore wishes to subject all of Verde Commercial to the covenants, conditions, restrictions, easements (hereinafter collectively called “Covenants”) hereinafter set forth, which Covenants shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title or interest in Verde Commercial; and

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

ARTICLE I

Definitions

A. “Ancillary Association” shall mean:

(1) an association created by the developer of multi-family residential dwelling units within Verde Commercial for the owners or tenants of dwelling units within that Parcel; or

(2) an association created by the developer of a commercial parcel within Verde Commercial for the owners or tenants of business lots or improvements within that Parcel.

Any Ancillary Association shall be subject to this Declaration and the Association provided for herein.

B. “Annual Assessment” shall mean the charge levied and assessed each year against each Parcel and Owner pursuant to Article IV, Section 2, hereof.

C. “Architectural Committee” shall mean the Architectural Committee of the Association to be created pursuant to Article XI below.

D. “Architectural Guidelines” or “Design Guidelines” shall be established by the Architectural Committee and shall include design standards for the appearance and development or property in Verde Commercial as well as the review and approval procedures for the committee.

E. “Articles” shall mean the Articles of Incorporation of the Association as amended from time to time.

F. “Assessable Property” shall mean each Parcel in Verde Commercial, except such Parcel as may from time to time constitute Exempt Property.

G. “Assessment” or “Assessments” shall mean an Annual Assessment, Special Assessment, Maintenance Charge, Special Use Fee, or any other fees, fines or Charges assessed hereunder.

H. “Assessment Lien” shall mean the lien created and imposed by Article VII.

I. “Assessment Period” shall mean the term set forth in Article VII, Section 7.

J. “Association” shall mean the Arizona nonprofit corporation to be organized by Declarant to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, and its successors and assigns. Declarant intends to name the Association the “VERDE COMMERCIAL OWNERS ASSOCIATION.”

K. “Association Land” shall mean such part or parts of Verde Commercial, together with the buildings, structures and improvements thereon, and other real property which the Association now or hereafter owns in fee or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the owner of the fee, leasehold or easement Interest. From time to time, Declarant may convey easements, leaseholds, or other property within Verde Commercial to the Association and upon such conveyance or dedication to the Association, such property shall be deemed accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members. Association Land shall be limited to Association Use.

L. “Board” shall man the Board of Directors of the Association.

M. “Bylaws” shall mean the Bylaws of the Association as amended from time to time.

N. “Commercial Areas” within Verde Commercial shall include any Parcel or portion thereof owned by one person or a group of persons, which is used for one or more commercial purposes, including, but not limited to the following: commercial offices, shopping centers, restaurants, self-storage facilities, industrial uses, hotels, motels, and other areas used for commercial or non-residential purposes. Commercial Areas shall not include any Common Areas owned by the Association or other common areas owned by an Ancillary Association or owned in common by residential condominium owners.

O. “Commercial Membership” shall be a Membership attributable to the ownership of commercial Areas within Verde Commercial.

P. “Common Area” and Common Areas” shall mean (1) all Association Land, including, without limitation any private roads depicted on the Verde Commercial Plat, together with all improvements now or hereafter constructed on any such Common Areas, including but not limited to, pavement, curbs, sidewalks, walls, lights, landscaped areas and recreational facilities; (2) all land within Verde Commercial which the Declarant by this Declaration or other recorded instrument, makes available for use exclusively by Members of the Association; (3) all land within Verde Commercial which is designated on the Verde Commercial Plat for use as landscaping, drainage, and/or flood control for the benefit of Verde Commercial and/or the general public; (4) all land or right-of-way easements within Verde Commercial which are dedicated to the public or Town of Camp Verde, but which the Town of Camp Verde or other governmental agency requires the Association to maintain; (5) areas on a Parcel within easements granted to the Association

or its Members for the location, construction, maintenance, repair and replacement of a wall, which easement may be granted or created on the Verde Commercial Plat, or by a deed or other conveyance accepted by the Association; and (6) any other areas with respect to which the Association has assumed in writing administrative or maintenance responsibility.

Q. “Covenants” shall mean the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth herein.

R. “Verde Commercial” shall mean the real property described on Exhibit A attached hereto and made a part hereof, which includes property described on the Verde Commercial Plat and the development to be completed thereon.

S. “Verde Commercial Rules” shall mean the rules for Verde Commercial adopted by the Board pursuant to Article V, Section 2.

T. “Declarant” shall mean Verde Commercial, LLC, an Arizona limited liability company and the successors and assigns of the Declarant's rights and powers hereunder. Any assignment of all or any portion of the Declarant's rights and powers shall be made by a recorded instrument executed by the assignor Declarant.

U. “Declaration” shall mean this MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VERDE COMMERCIAL, as amended or supplemented from time to time.

V. “Exempt Property” shall mean the following parts of Verde Commercial:

(1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Yavapai County, the Town of Camp Verde, or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as said dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental purposes.

(2) All Association Land, for as long as the Association is the owner thereof.

All Exempt Property shall be exempt from Assessments and Membership in the Association and its associated privileges and responsibilities, but shall nevertheless be subject to all other provisions of this Declaration, including but not limited to, the use restrictions and architectural controls. The Board may restrict or prohibit the use of the Common Areas (except any rights-of-way or drainage areas owned by the Association)

by the Owners of Exempt Property.

W. “Land Use Classification, shall mean the classification to be established by the Declarant pursuant to Article IV, Section 1, which designates the type of improvements which may be constructed on a Parcel or Association Land and the purpose for which such improvements and surrounding land may be utilized.

X. “Maintenance Charges” shall mean any and all costs assessed pursuant to Article X, Sections 2 and 3.

Y. “Master Development Plan” shall mean the Verde Commercial Development Plan approved by the Town of Camp Verde, as the same may from time to time be amended, a copy of which shall be on file at all times in the office of the Association.

Z. “Member” shall mean any person holding a Membership in the Association pursuant to this Declaration.

AA. “Membership” shall mean a membership in the Association and the rights granted to the Owners and Declarant pursuant to Article IV to participate in the Association.

BB. “Owner” shall mean the record holder of legal, beneficial or equitable title to the fee simple interest of any Parcel including, without limitation, one who is buying a Parcel under a recorded contract subject to the provisions of Arizona Revised Statutes, Section 33-741 et seq., but excluding others who hold such title merely as security. Owner shall not include a lessee or tenant of a Parcel. In the case of Parcels, the fee simple title to which is vested in a trustee pursuant to a trust agreement, the beneficiary of any such trust entitled to possession shall be deemed to be the Owner. An Owner shall include any person who holds record title to a Parcel in joint ownership with any other person or holds an undivided fee interest in any Parcel.

CC. “Parcel” shall mean any of the lots identified in the Verde Commercial Plat. A Parcel shall be limited to the Land Use Classifications contained in the Verde Commercial Plat. A Parcel shall not include any Association Land.

DD. “Party Walls” shall mean a wall constructed on or immediately adjacent to the common boundary of Parcels, Common Areas or other Areas in Verde Commercial.

EE. “Special Assessment” shall mean any assessment levied and assessed pursuant to Article VII, Section 5.

FF. “Special Use Fees” shall mean special fees authorized by this Declaration which an Owner or any other person is obligated to pay to the Association over, above and in addition to any Annual Assessments, Special Assessments and Maintenance Charges imposed or payable hereunder. The amount of any Special Use Fee shall be determined in the Board's sole discretion, provided all such Fees must be fair and reasonable.

ARTICLE II

PROPERTY SUBJECT TO VERDE COMMERCIAL DECLARATION

Section 1. General Declaration Creating Verde Commercial. Declarant hereby declares that all of Verde Commercial (except any property which is hereafter excluded or abandoned pursuant to the provisions of this Declaration) is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended or modified from time to time. Declarant, intends to develop Verde Commercial by subdivision into Parcels and other areas and to sell and convey such Parcels. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement and sale of Verde Commercial and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of Verde Commercial and every part thereof. All of this Declaration shall run with Verde Commercial for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Owners and their successors in interest. Nothing in this Declaration shall be construed to prevent the Declarant from modifying the Master Development Plan on any portions thereof regarding any property owned by the Declarant. This Declaration shall not be construed to prevent the Declarant from dedicating or conveying portions of Verde Commercial, including streets or roadways, for uses other than as a Parcel, Common Area or Association Land, subject to the provisions of Article IV, Section 1. As portions of Verde Commercial are developed or sold to other developers for development, said developers may establish such additional covenants, conditions and restrictions as may be appropriate for the property said developer has purchased, subject to the written consent of Declarant as evidenced on the document containing such additional covenants, conditions and restrictions.

Section 2. Association Bound. Upon approval by the Arizona Corporation Commission of Articles of Incorporation of the Association, the Covenants shall be binding upon and shall benefit the Association.

ARTICLE III

EASEMENTS AND RIGHTS OF ENJOYMENT IN COMMON AREAS

Section 1. Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment in and to the Common Areas, which nonexclusive easement shall be appurtenant to and shall pass with the title to every Parcel.

The foregoing grant and rights are subject, among other things, to the following limitations:

- (a) The right of the Association to charge reasonable admission and other Special Use Fees for the use of any facility situated upon the Common Areas.
- (b) The right of the Association to suspend the voting rights and right to use Common Area facilities by any Member (i) for any period during which any Assessment against its Parcel remains delinquent; (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, the Verde Commercial Rules or applicable Architectural Guidelines, and (iii) for successive sixty (60) day periods if any such infraction is not corrected during any preceding sixty (60) day suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the Town of Camp Verde effective prior to the date hereof, or unless specified hereafter on a recorded subdivision plat, no such dedication or transfer shall be effective unless an instrument signed by the Owners of two-thirds (2/3) of the Membership in each class of Members agreeing to such dedication or transfer has been recorded, except that the Board shall have authority without Membership approval to transfer to such public agencies, authorities or utilities, easements and rights-of-way which are intended to benefit Verde Commercial and which do not have any substantial adverse effect on the enjoyment of the Common Areas by the Members.
- (d) The right of the Association to regulate the use of the Common Areas through the Verde Commercial Rules and to prohibit access to those Common Areas, such as landscaped areas, not intended for use by the Owners.
- (e) The right of the Association to change the use of Common Areas and to change the size, shape or location of the Common Areas as provided in Article XII, Sections 4 and 5.

Section 2. Delegation of Use. Any Owner may, in accordance with this Declaration and the Verde Commercial Rules and the limitations therein contained, delegate the right of enjoyment in the Common Areas and facilities to tenants or lessees.

Section 3. Rights of Ingress and Egress. Every Owner shall have an unrestricted right of ingress and egress to its Parcel(s) which right shall be perpetual and shall be appurtenant to and shall pass with the title to said Parcel(s) over the following areas:

- (a) for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Common Areas;
- (b) and for pedestrian and vehicular traffic over, throughout and across the Common Area streets and roadways, if any, which are designated and paved for such purpose.

Any Owner may, in accordance with this Declaration and the Verde Commercial Rules, delegate its right of ingress and egress to its tenants and lessees.

Section 4. Easements for Encroachments. Each Parcel, the Common Areas, and all other areas in Verde Commercial shall be subject to an easement of not more than eighteen inches for encroachments of walls, ledges, roofs and other structures created by construction, settling and overhangs as originally designed and constructed by the Declarant or other developer. If any such improvement on the Common Areas encroaches upon any Parcel or other area, or if any such improvement on any Parcel or other area encroaches upon another Parcel or other area, a valid easement for said encroachments and for the maintenance thereof, shall exist. In the event any structure on any Parcel, Common Area or other area is repaired, altered or reconstructed in accordance with the original plans and specifications, similar encroachments shall be permitted and a valid easement for said encroachments and for the maintenance thereof shall exist.

ARTICLE IV

Article IV. Preface: Procedure for Change of Land Use Classifications. Upon (a) request by an Owner of a Parcel for a change of Land Use Classification, (b) approval by the Town of Camp Verde of any necessary rezoning, (c) adoption of a resolution by the Board stating that in the Board's opinion the then present Land Use Classification of a certain Parcel is no longer in the best interests of the Owners, or that an additional Land Use Classification of a certain Parcel would be beneficial to the Owners, and (d) the approval of such resolution by a majority of the votes of the Members present in person or by proxy at a meeting duly called for such purpose, the Board shall have the power and right to change the Land Use Classification of that Parcel and establish rules and regulations and guidelines that may be necessary or advisable for the change of the Land Use Classification and any construction that may occur thereon; provided, however, that such new Land Use Classification (i) shall not be adverse to the interests of the Owners, and (ii) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the land. Alternatively, the Board upon satisfaction of subsection (a) above may, in lieu of calling a meeting, notify in writing all Owners of the proposed change of use and of their right to object thereto and, if no more than ten percent (10%) of the Membership eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a

meeting of the Members shall not be necessary. The notice shall be deemed received forty-eight (48) hours after the same is placed, postage prepaid, in the United States mail.

If the land use classification is changed, the number of memberships attributable to the Parcel and the amount of assessments owed will change accordingly to be equivalent to all other Parcels of the same Land Use Classification. If a Parcel contains more than one Land Use Classification, the Land Use Classification for each portion of the Parcel will determine the number of memberships attributable to that Parcel and the amount of assessments owed.

LAND USE CLASSIFICATIONS AND USE RESTRICTIONS

Section 1. Land Use Classifications. The Land Use Classifications established for Parcels and Association Land herein shall not be changed except as specifically permitted by this Declaration. The contemplated Land Use Classifications are as follows:

- (a) Multi-Family Residential Use.
- (b) Commercial Office Use, including by not limited to, office buildings and business parks.
- (c) General Commercial Use, including but not limited to, business parks, restaurants, recreational facilities not owned by the Association or any residential Ancillary Association, shopping centers, self-storage, industrial and other commercial uses.
- (d) Association Use, which may include common recreational and other areas owned and maintained by the Association.
- (e) Hotel or Motel Use.

The Land Use Classifications for Verde Commercial may be established either on the recorded subdivision plat for Verde Commercial or in a supplemental Declaration of Covenants, Conditions and Restrictions recorded by the Declarant.

Section 2. Covenants Applicable to Lots, Parcels and Other Areas within All Land Use Classifications. Except as otherwise expressly provided herein, the following Covenants and rights shall apply to all Parcels and other areas in Verde Commercial, and the Owners and tenants thereof, regardless of the Land Use Classification of such property:

- (a) Architectural Control. Except as otherwise expressly provided in this Declaration or the Architectural Guidelines, (i) no improvements (whether

temporary or permanent), alterations, repairs, excavation, grading, lighting, landscaping or other work which in any way alters the exterior appearance of any property within Verde Commercial or improvements thereon from its natural or improved state existing on the date this Declaration is recorded shall be made or done, and (ii) no building, fence, exterior wall, residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the Architectural Committee.

All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grade, lighting or landscaping of any area in Verde Commercial, shall be subject to the prior written approval of the Architectural Committee. No changes or deviations in or from the plans and specifications once approved by the Architectural Committee shall be made without the prior written approval of the Architectural Committee. Once construction of an improvement has been commenced on a Parcel, Owner shall diligently pursue completion of such improvement in accordance with approved plans. The Declarant shall be exempt from the requirements of this subsection (a) and therefore all improvements, alterations, repairs, excavation, grading, lighting, landscaping or other work performed, constructed or installed by the Declarant shall be deemed approved by the Architectural Committee.

(b) Animals. No animals, birds, fowl or livestock shall be maintained on any Parcel or other area in Verde Commercial, with the exception of any household pets permitted by the Ancillary Association controlling the multi-family residential portion of any Parcel.

(c) Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures may be used on any property for construction, repair or sales purposes, with the prior written approval of the Architectural Committee and for the time period approved by the Architectural Committee.

(d) Maintenance of Landscaping and Driveways. Unless otherwise provided in a recorded instrument approved by Declarant or the Association, each Owner shall be responsible for the proper maintenance of all landscaping in the following locations: (i) its Parcel (including set back areas and Common Areas located thereon); (ii) public right-of-way areas between sidewalks (or bike paths) and the street curb on the front or side of its Parcel; (iii) public areas between a sidewalk and the Parcel boundary; (iv) portions of Common Area adjacent to the Owner's Parcel and which lie on the Parcel's side of a wall erected on the Common Area; and (v) other public or easement areas adjacent to its Parcel. However, in the event the maintenance of the above areas is the responsibility of the Association, an

Ancillary Association, a utility, or a governmental or similar authority, then the Owners shall be responsible for such maintenance only for so long as such other entities are not performing such maintenance. As used herein, maintenance shall include, but not be limited to keeping the areas neatly trimmed, cultivated and free of trash, weeds and unsightly material. Each Owner will be required to comply with landscaping Design Guidelines established by the Architectural Committee, including but not limited to, specific plant selections and the timing of landscape installation. Each Owner shall also maintain in good condition and repair all paved and concrete areas, including driveways, roadways, sidewalks and parking areas, located on its Parcel. All areas maintained by an Ancillary Association shall be improved and maintained in a manner which is consistent with the Verde Commercial Rules and Architectural Guidelines.

(e) Nuisances; Construction Activities. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel or other area in Verde Commercial, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or activity thereon unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Parcel or other area in Verde Commercial. The Architectural Committee shall have the exclusive right to determine the existence of any nuisance. Without limiting the generality of any of the foregoing provisions and except as otherwise permitted herein, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Normal construction activities and parking in connection with the building of improvements in Verde Commercial shall not be considered a nuisance or otherwise prohibited by this Declaration, but Parcels shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Architectural Committee. An Owner shall be responsible for and shall promptly perform all on-site and construction cleanup occasioned by its contractors or subcontractors. In addition, any construction equipment and building materials stored or kept on any Parcel during construction of improvements may be kept only in areas approved by the Architectural Committee, which may also require screening of the storage areas. It is acknowledged that normal construction activities may be noisy and may require the use of exterior speakers.

(f) Diseases and Insects. No Owner shall permit any thing or condition to exist upon the Parcel or other area which shall induce, breed or harbor diseases or insects.

(g) Repair of Building. No building or structure on any area in Verde Commercial shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection (a) above, such building or structure shall be promptly repaired, rebuilt or demolished. In the event an Owner fails to comply with this provision, the Board may give notice to the offending Owner, and may then proceed to repair the building or improvement and charge the Owner therefore as permitted in Section 3 or Article X.

(h) Antennas. No antenna, satellite receiving station or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any area in Verde Commercial (whether attached to a building or structure or otherwise) that is visible from neighboring property, unless approved by the Architectural Committee. The Architectural Committee may permit one or more aerial satellite dishes, and/or other apparatus and equipment for an antenna or cable system for the benefit of all or portions of Verde Commercial.

(i) Mineral Exploration. No area in Verde Commercial shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(j) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Parcel, or other area in Verde Commercial, except in covered containers of a type, size and style which are approved by the Architectural Committee. Unless otherwise approved by the Architectural Committee, such containers shall be maintained and stored in areas designated by the Architectural Committee. The placement of containers for collection of trash by the authorized collection authority shall be limited to designated locations in the cul-de-sacs. No trash containers shall be permitted in any areas which have not been designated by the collection authority as a collection area. All rubbish, trash and garbage shall be removed from the Parcels and other areas in Verde Commercial and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained in Verde Commercial.

(k) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained within Verde Commercial except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of an approved building, appurtenant structures, or other improvements; (ii) that which Declarant of the Association may require for the operation and maintenance of Verde Commercial; or (iii) that used or displayed in connection with any business

permitted under Commercial Office Use, General Commercial Use, Industrial Use, Self-Storage Use, or Hotel or Motel Use.

(l) Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained in Verde Commercial except:

(i) Signs required by legal proceedings.

(ii) Such other signs (including, but not limited to, “for sale” and “for lease” signs, construction job identification signs, builder's signs, directional signs and subdivision, shopping center, apartment and business identification signs) which are in conformance with the requirements of the Town of Camp Verde and which have been approved in writing by the Architectural Committee or the Declarant as to size, colors, design, message content and location.

(m) Restriction on Further Subdivision, Property Restrictions and Rezoning. No Parcel shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Parcel, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant or the Architectural Committee. This provision shall not apply to transfers of an undivided ownership interest in the whole of any Parcel. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Parcels any property at any time owned by Declarant. No supplemental or further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any property in Verde Commercial unless the provisions thereof have first been approved in writing by the Declarant or the Architectural Committee and any such covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Parcel, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the property has been approved by the Declarant or the Architectural Committee and the proposed use otherwise complied with this Declaration and the general plan of development for Verde Commercial.

(n) Utility Easements. There is hereby created a blanket easement upon, across, over and under Verde Commercial, for ingress to and egress from and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to water, sewers, gas, telephones, electricity, television cable or communication lines and other utilities, as such utilities are installed in connection with the initial development of the property. Pursuant to this

easement, a providing utility or service company may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the property. Notwithstanding anything to the contrary contained in this subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any area in Verde Commercial except as initially programmed and approved by the Declarant or the Architectural Committee, or as approved by the Owner and the Architectural Committee.

(o) Party Walls. Except as hereinafter provided, the rights and duties of owners of contiguous properties which have Party Walls shall be as follows:

(i) Each Owner shall have the right to use the Party Wall, provided that such use does not interfere with the other Owner's use and enjoyment thereof.

(ii) If a Party Wall is damaged or destroyed through the act or failure to act of an Owner or any of its tenants or agents (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to promptly rebuild and repair the Party Wall without cost to the Owner of the adjoining property.

(iii) In the event any Party Wall is destroyed or damaged (including deterioration from ordinary wear and tear and lapse of time), other than by the act or failure to act of an adjoining Owner, its tenants or agents, it shall be the obligation of all Owners whose properties adjoin such Party Wall to rebuild and repair such Wall at their joint expense, such expense to be allocated among the owners in accordance with the frontage of their respective properties on the damaged or destroyed Party Wall.

(iv) In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall, or with respect to the sharing of the cost thereof, such adjoining owners shall submit the dispute to the Board, the decision of which shall be binding. Notwithstanding any such decision, an Owner may seek indemnity from any party causing the damage.

(v) Notwithstanding the foregoing and unless otherwise indicated in a recorded document, in the case of Party Walls (1) between Common Areas and Parcels, or (2) constructed by the Declarant or the Association on Common Areas within a Parcel, the Association shall be responsible for all maintenance thereof, subject to the provisions of Article X, Sections 2 and 3; except that each Owner of a Parcel shall remain responsible for painting

and maintaining the surface of the portion of the Party Wall facing its Parcel and/or the portion of the Party Wall which is not a portion of the Common Area, and except that an adjoining Owner shall reimburse the Association for one-half of the costs incurred by the Association for any structural repair of the Party Wall located on that Owner's property.

(q) Perimeter Walls. Perimeter walls and other fencing shall be constructed in accordance with Design Guidelines to be promulgated by the Architectural Committee. Each Owner shall remain responsible for painting and maintaining the surface of the portion of the perimeter wall facing its Parcel, and each Owner shall reimburse the Association for one-half of the costs of any structural repair of that portion of the perimeter wall located on that Owner's property or on or near that Owner's property boundary. The Board shall have sole discretion with respect to the maintenance of the exterior surface facing the arterial right-of-way and the structural repair of the perimeter walls. The Association shall be responsible for the maintenance of all landscaping immediately outside the perimeter walls and fences and adjoining the arterial right-of-way, except any maintenance assumed by the Town of Camp Verde, by an Ancillary Association, or by the Owner of the adjoining Parcel.

(r) Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in Verde Commercial unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, except for boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices. Notwithstanding the foregoing, no above ground electrical apparatus shall be installed without the approval of the Declarant or the Architectural Committee. All lines for the transmission of water and sewage shall also be installed and maintained underground or concealed in, on or under structures approved by the Architectural Committee. The installation and location of all utility lines and equipment must be approved in advance by the Declarant or the Architectural Committee. Temporary above ground power or telephone structures and water lines incident to construction activities, shall be permitted with the prior written approval of the Architectural Committee.

(s) Overhead Encroachments. No tree, shrub or planting of any kind on any Parcel or other area shall be allowed to overhand or otherwise to encroach upon any sidewalk, street, bike path, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee.

(t) Trucks, Trailers, Campers and Boats. No motor vehicle (classed by manufacturer rating as exceeding 3/4-ton), mobile home, motor home, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle may be parked or stored on any area in Verde Commercial so as to be visible from neighboring property, Common Area or street; provided, however, this provision shall not apply to any areas utilized for a self-storage, RV storage or boat storage use on a particular Parcel.

(u) Motor Vehicles. No motor vehicle of any kind shall be constructed, reconstructed or repaired upon any Parcel, street or other area in Verde Commercial, and no inoperable vehicle may be stored or parked so as to be visible from Common Areas or streets; provided, however, that this provision shall be apply to (i) emergency vehicle repairs; (ii) any automobile repair business which may be permitted in any General Commercial Land Use Classification; (iii) the parking of motor vehicles in garages or other parking areas in Verde Commercial designated or approved by the Declarant or the Architectural Committee so long as such vehicles are in good operating condition and appearance and are not under repair; and (iv) the storage of motor vehicles in an area designated for such purposes on a site plan approved by the Architectural Committee.

(v) Drainage. No Owner shall interfere with or obstruct the drainage pattern over its Parcel from or to any other Parcel as that pattern may be established or altered by the Declarant or other developer.

(w) Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other occupant of a Parcel, any member of the Architectural Committee, any member of the Board or any authorized representative of either of them, shall have the right to enter upon and inspect any Parcel or other area, and the improvements constructed or being constructed thereon to determine compliance with this Declaration, the Architectural Guidelines, or any approval stipulations issued by the Architectural Committee or to perform repairs and maintenance as provided in Article X, Section 3, and such persons shall not be deemed guilty of trespass by reason of such entry. In addition, the Association shall have an easement and right of entry upon any Parcel or other area at any time or times without notice in order to perform emergency repairs.

(x) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or by other developers or other duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within Verde Commercial if those structures, improvements or signs have been approved by the Declarant or the Architectural Committee.

(y) Health, Safety and Welfare. In the event additional uses, activities and facilities are deemed by the Architectural Committee to be a nuisance or to adversely affect the health, safety or welfare of Owners, the Architectural Committee may make rules restricting or regulating their presence in Verde Commercial as part of the Architectural Guidelines.

(z) Incidental Uses. The Declarant or the Architectural Committee may approve, regulate or restrict incidental uses or property within a Land Use Classification.

(aa) Leases. Any agreement for the lease of all or any portion of a Parcel must be in writing and must be expressly subject to this Declaration, the Verde Commercial Rules, the Design Guidelines, the Articles and the Bylaws. Any violation of these documents shall be a default under the lease. An Owner shall notify the Association regarding the existence of all leases. The Owner shall remain liable for compliance with the Declaration, Articles, Bylaws, Verde Commercial Rules and Design Guidelines and shall be responsible for any violations thereof by its tenant. All notices shall be sent to the Owner.

ARTICLE V ORGANIZATION OF ASSOCIATION

Section 1. Formation of Association. The Association shall be a non-profit Arizona corporation. Upon incorporation, the Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2. Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws as the same may be amended from time to time. The Board may also appoint various committees and appoint a Manager who shall, subject to the direction of the Board, be responsible for the day to day operation of the Association. The Board shall determine the compensation to be paid to the Manager and any employees of the Association. The Board's responsibilities shall include, but shall not be limited to, the following:

- (a) administration, including administrative support as required for the Architectural Committee; The Board shall not, however, be responsible for those duties and areas of operation specifically designated under the Declaration, the Articles, the Bylaws or the Verde Commercial Rules as the responsibility of the Architectural Committee.

- (b) preparing and administering an operational budget;
- (c) establishing and administering an adequate reserve fund;
- (d) scheduling and conducting the annual meeting and other meetings of the Members;
- (e) collecting and enforcing the assessments;
- (f) accounting functions and maintaining records;
- (g) promulgation and enforcement of the Verde Commercial Rules (but not the Architectural Guidelines);
- (h) maintenance of the Common Areas; and all the other duties imposed upon the Board pursuant to this Declaration, the Bylaws, the Articles and the Verde Commercial Rules.

The Board shall not, however, be responsible for those duties and areas of operation specifically designated under the Declaration, the Articles, the Bylaws or the Verde Commercial Rules as the responsibility of the Architectural Committee.

Section 3. The Verde Commercial Rules and Architectural Guidelines. By a majority vote of the Board, the Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations to be known as the Verde Commercial Rules. The Verde Commercial Rules may restrict and govern the use of the Common Area by any Member; provided, however, that the Verde Commercial Rules shall not discriminate among Members and shall not be inconsistent with this Declaration, the Articles or the Bylaws. In addition, from time to time, and subject to the provisions of this Declaration, the Architectural Committee shall have the right to adopt, amend and repeal Architectural Guidelines; provided, however, that such rules and guidelines shall be fair and reasonable and shall be consistent with the provisions of this Declaration, the Articles and Bylaws. The authority granted herein to develop rules and guidelines by the Architectural Committee, and the enforcement powers of the committee, are given for the purpose of insuring that Verde Commercial is developed and used according to the general descriptions and intent as evidenced by the Verde Commercial Master Development Plan, as it may from time to time be amended, and this Declaration. The Architectural Committee is specifically responsible for the administration and enforcement of the provisions of Article IV of this Declaration; the administration and enforcement of the guidelines promulgated by such Committee; and all other duties and obligations designated to such Committee by the Declaration, Articles, Bylaws and Verde Commercial Rules. Administrative support as required by the Architectural Committee shall be provided by the Board. Upon adoption, the Verde Commercial Rules and the

Architectural Guidelines shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any inconsistency between the rules and regulations adopted by the Board and the guidelines adopted by the Architectural Committee, the guidelines adopted by the Architectural Committee shall control. Copies of the Verde Commercial Rules and all Architectural Guidelines as adopted or amended shall be available for inspection at the office of the Association during reasonable business hours.

Section 4. Personal Liability. No Board member, committee member (including the Architectural Committee), officer or employee of the Association shall be personally liable to any Member or to any other person or entity, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence; provided, however, the limitations set forth in this Section 4 shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct. The Association shall indemnify its committee members, directors and officers when acting on behalf of the Association, to the full extent permitted by law.

Section 5. Ancillary Associations. In the event an Ancillary Association is formed by the developer of a Parcel or subdivision in Verde Commercial, the articles of incorporation, bylaws and other governing documents for such association (including any declaration of restrictions) shall not be effective unless such documents have been approved by the Association and the Architectural Committee. The governing documents for an Ancillary Association must specify that such association and the rights of its members are subject to the provisions of this Declaration, the provisions of the Articles and Bylaws of the Association and the provisions of the Verde Commercial Rules and Architectural Guidelines. The Board may delegate to an Ancillary Association the responsibility for billing and collecting for some or all of the Assessments.

ARTICLE VI MEMBERSHIPS AND VOTING

Section 1. Owners of Parcels. Every Owner of a Parcel which is subject to assessment shall be a Member of the Association. Each such Owner shall have the following number of Memberships:

- (a) One Membership for each one-half acre (21,780 square feet) in each Parcel owned by the Member (for purposes of this Declaration, the term “acre” shall mean a net acre of land which does not include any area dedicated as public right-of-way). For example, the Owner of five (5) acres of land in a Parcel designated for General Commercial Use would have 10 Memberships; and

Each such Membership shall be appurtenant to and may not be separated from ownership

of the Parcel to which the Membership is attributable. There shall be only one Membership for each one-half acre in a Parcel as described above, which Memberships shall be shared by any joint owners of, or owners of undivided interests in, a Parcel.

Section 2. Declarant. The Declarant shall be a Member of the Association for so long as the Declarant owns any land in Verde Commercial.

Section 3. Voting. The Association shall have two classes of voting Memberships:

Class A. Class A Memberships shall be all Memberships except the Class B Memberships. An Owner shall be entitled to one vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the Owner's voting rights for violations of this Declaration as provided herein.

Class B. The Class B Memberships shall be all Memberships held by the Declarant. Except as otherwise provided in this Declaration, the Declarant shall be entitled to three (3) votes for each Class B Membership owned. The Class B Member shall be deemed to the owner of that number of Memberships which is the number of Memberships attributable to the net acres designated for commercial use on the Master Development Plan, minus the number of Class A Memberships then held by Class A Members. The Class B Memberships shall cease and be converted to Class A Memberships (on the basis of the number of Parcels owned by the Declarant) on the happening of the first of the following events:

- (a) One hundred twenty (120) days after the date when the total votes outstanding in the Class A Memberships equal the total votes outstanding in the Class B Memberships,
- (b) Fifteen (15) years from the date of the recording of this Declaration,
or
- (c) When the Declarant notifies the association in writing that it relinquishes its Class B Membership.

Section 4. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit; fractional votes shall not be allowed. In the event that a Membership is owned by more than one person or entity and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed that it was acting with the authority and consent of all other Owners of the same Membership unless objection thereto is made to the Board,

in writing at or prior to the time the vote is cast. In the event more than one vote is cast for a particular Membership, all said votes shall be deemed void.

Section 5. Membership Rights. Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Articles, Bylaws, Verde Commercial Rules and Architectural Guidelines as the same may be amended from time to time.

Section 6. Transfer of Membership. The rights and obligations of the Owner of a Class A Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way except upon transfer of ownership to an Owner's Parcel and then only to the transferee thereof. A transfer of ownership of a Parcel may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record or such other legal process as permitted by Arizona law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Parcel shall automatically transfer the Membership(s) appurtenant to said Parcel to the new Owner. Upon the transfer of ownership of any Parcel (excluding the initial sale by the Declarant) the Board, in its discretion, may assess a reasonable transfer fee to cover administrative costs associated with said transfer of ownership.

Section 7 Adjustment in Votes of Class B Member. In the event this Declaration is hereafter amended to exclude real property from Exhibit A, the number of Memberships deemed owned by the Declarant pursuant to Section 3 above shall be reduced by the number of Memberships attributable on the Master Development Plan to the area so excluded.

ARTICLE VII COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

Section 1. Creation of Lien and Personal Obligation for Assessments and Maintenance Charges. The Declarant, for each Parcel, hereby covenants and agrees, and each Owner by acceptance of a deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to accept and be subject to mandatory Membership in the Association, and to pay to the Association the following; (1) Annual Assessments, (2) Special Assessments, (3) Maintenance Charges, and (4) Special Use Fees incurred by the Owner or any tenant(s) occupying the Owner's Parcel or any portion thereof. The Annual Assessments, Special Assessments, Maintenance Charges, Special Use Fees and other fees, fines and charges which are the obligation of an owner hereunder, together with interest, costs, collection agency fees, and reasonable attorneys' fees of the Association incurred in connection with the enforcement and collection thereof or in otherwise enforcing this Declaration, shall be a charge and continuing servitude and lien upon the Parcel against which each such Annual or Special Assessment, Maintenance Charge or other charge is made and against the Parcel of an Owner liable for a Special Use Fee or

other charge and, in addition, shall be the personal obligation of the Owner of such Parcel at the time when such payment becomes due and payable. The Annual and Special Assessments against each Parcel shall be based on the number of Memberships appurtenant to the Parcel. The personal obligation for delinquent Assessments and other charges shall not pass to the successors in title of the Owner unless expressly assumed by them, however the Parcel shall remain subject to the lien of the delinquent assessment except as provided in Article VIII, Section 3 below. No Owner may waive or otherwise exempt itself from liability for the Assessments provided for herein, including, but not limited to, by nonuse of Common Areas or abandonment of its Parcel. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution, abatement or set-off shall be allowed by reason of any action or failure to act of the Board or Association.

Section 2. Annual Assessments. In order to provide for the uses and purposes specified in Article IX hereof, including the establishment of replacement and maintenance reserves, in each year, commencing with the first Assessment Period, the Board shall prepare and adopt a budget and shall assess against each Parcel (except any Exempt Property) an Annual Assessment. Subject to the provisions of Section 4 hereof, the amount of the Annual Assessment shall be in the sole discretion of the Board but shall be determined with the objective of fulfilling the Association's obligations under this Declaration and providing for the uses and purposes specified in Article IX.

Section 3. Uniform Rate of Annual Assessment. No Annual or Special Assessments shall be levied on any Parcel until that Parcel is deemed "finished." For purposes of this Section 3, a Parcel is deemed finished when the utilities and street improvements to service said Parcel have been completed, along with all other improvements to or work on the Parcel such that a builder or developer may commence construction of a structure on the Parcel. The amount of any Annual or Special Assessment against each Parcel shall be fixed, at a uniform rate per Membership, except that the following Owners shall pay only twenty-five percent (25%) of the Annual Assessment otherwise attributable to its Membership during the periods hereafter specified:

- (a) The Owner of a Parcel restricted to uses other than residential shall pay only twenty-five percent (25%) of the Annual Assessments otherwise attributable to his Membership until the earlier of (i) the completion of the first building on the Parcel (ii) six (6) months after commencement of construction of the first building on the Parcel or (iii) the termination of the Class B Membership in the Association.

For purposes of this Section 3, a building shall be deemed completed when, in the opinion of the Board, the building is ready for occupancy or, in the case of a commercial rental building, is ready for the making of interior tenant improvements. As long as the Declarant is a Class B Member and is paying a reduced Annual Assessment, the Declarant shall pay to the Association any deficiency in funds due to the Declarant having paid a reduced

Annual Assessment and necessary for the Association to be able to timely pay its expenses. This obligation may be satisfied in the form of a cash subsidy or by “in kind” contributions of services or materials or a combination of these.

Section 4. Special Assessments for Capital Improvements and Extraordinary Expenses. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Land, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary expenses, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes each Members who are voting in person or by proxy at a meeting duly called for such purpose. Owners qualifying for paying only twenty-five percent (25%) of the Annual Assessment attributable to their Memberships pursuant to Section 3 above shall also be required to pay only twenty-five percent (25%) of the Special Assessment otherwise attributable to each such Membership, unless such Owner is determined by the Board to be directly benefited by the capital improvement financed in whole or in part by such Special Assessment in which event the Owner shall pay the full amount of the Special Assessment attributable to his Membership. The provisions of this Section are not intended to preclude or limit the assessment, collection or use of Annual Assessments for the aforesaid purposes.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes (exclusive of suspended voting rights) of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Establishment of Assessment Period. The period for which the Annual Assessment is to be levied (the “Assessment Period”) shall be the calendar year, except that the first Assessment Period shall commence upon such date as the Board shall determine and shall terminate on December 31 of such year. The Board in its sole discretion from time to time may change the Assessment Period by recording with the County Recorder of Yavapai County, Arizona, an instrument specifying the new Assessment Period.

Section 7. Billing and Collection Procedures. The Board shall have the right to adopt procedures for the purpose of billing and collecting the Assessments provided that said procedures are not inconsistent with the provisions hereof. Annual Assessments may be collected on a monthly, quarterly or annual basis as determined by the Board and Special Assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the Special Assessment. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than fifteen (15) days written notice prior to such foreclosure or enforcement, at the address of the Member on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. Each Member shall be obligated to inform the Association in writing of any change of address. The Association shall be under no duty to refund any payments received by it even though the ownership of a Membership changes during an Assessment Period; successor Owners of Parcels shall be given credit for prepayments, on a prorated basis, made by prior Owners. In case the Owner of a Membership becomes liable for payment of an increased sum pursuant to Section 3 of this Article during the Assessment Period, it shall notify the Association, but its failure to notify the Association shall not relieve it of the liability for such amounts.

Section 8. Collection Costs and Interest on Delinquent Assessments. Any Assessment or installment thereof not paid when due shall be deemed delinquent and shall bear interest from ten (10) days after the due date until paid at a rate equal to the greater of (a) twelve percent (12%) per annum, or (b) the rate set by the Board, and the Member shall be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting the same. In addition, the Board may charge a late fee for all delinquent payments. The Board may also record a Notice of Delinquent Assessment against any Parcel as to which an Assessment is delinquent and constitutes a lien and may establish a fixed fee to reimburse the Association for the Association's cost in recording such Notice, processing the delinquency and recording a notice of payment, which fixed fee shall be treated as a collection cost of the Association secured by the Assessment Lien by the Association shall not be obligated to release any notice recorded pursuant to this section until all Delinquent Assessments, interest and collection costs have been paid in full whether or not all of such amounts are set forth in the Notice of Delinquency.

Section 9. Evidence of Payment of Assessments. Upon receipt of a written request, and within a reasonable period of time thereafter, the Association shall issue to the requesting party a written certificate stating (a) that all Annual and Special Assessments, Special Use Fees and Maintenance Charges (including interest, costs and attorneys' fees, if any, as provided in Section 8 above) have been paid with respect to any specified Parcel as of the date of such certificate, or (b) if such have not been paid, the amounts due and payable as of such date. The Association may make a reasonable charge for the issuance of such

certificates, which charge must be paid at the time the request for any such certificate is made. Any such certificate shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or lender on, the Parcel in question.

Section 10. Property Exempted from the Annual and Special Assessments. Exempt Property shall be exempt from the assessment of the Annual and Special Assessments, but such property shall not be exempt from fines, Special Use Fees or the Maintenance Charges provided for in Article X, Sections 2 and 3; from attorneys' fees, costs and expenses as described in Article XII, Section 2; or from the Assessment Lien to secure said Maintenance Charges, attorneys' fees, fines, costs and expenses; provided, however, that in the event any change of ownership or use of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the same thereupon shall be subject to the assessment of the Annual and Special Assessments (prorated as of the date it became Assessable Property) and the Assessment Lien therefor. The Owner of Exempt Property shall not be entitled to any Memberships for such Exempt Property.

ARTICLE VIII ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ASSESSMENT LIEN

Section 1. Association as Enforcing Body. As provided in Article XII, Section 2, the Association, the Architectural Committee and the Members shall have the right to enforce the provisions of this Declaration.

Section 2. Association's Remedies to Enforce Payment of Assessments. If any Member fails to pay the Annual or Special Assessments, Special Use Fees or Maintenance Charges when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise the other remedy):

- (a) Bring an action at law and recover judgment against the Member personally obligated to pay the Annual or Special Assessments, Special Use Fees or Maintenance Charges;
- (b) Foreclose the Assessment Lien against the Parcel in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages (including the right to recover any deficiency), and the Parcel may be redeemed after foreclosure sale as provided by law. The Association may bid on the subject property at such a foreclosure sale.

Section 3. Subordination of Assessment Lien. The Assessment Lien provided for herein shall be subordinate to any first mortgage lien held by, or first deed of trust of which the

beneficiary is, a lender who has lent funds with the Parcel as security, or held by the lender's successors and assigns, and shall also be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Parcel. Sale or transfer of any Parcel shall not affect the Assessment Lien; provided, however, that if the sale or transfer is pursuant to foreclosure of a mortgage or a deed of trust to which the Assessment Lien is subordinate, or pursuant to any sale or proceeding in lieu thereof, the purchaser at the mortgage foreclosure or deed of trust sale, or any grantee taking by deed in lieu of foreclosure, shall take the Parcel free of the Assessment Lien for all Annual and Special Assessments and Maintenance Charges that have accrued up to the date of issuance of a sheriff's or trustee's deed or deed in lieu of foreclosure; provided, however, that such mortgage or deed of trust foreclosure sale purchaser or grantee shall take title subject to all Annual and Special Assessments, Special Use Fees, Maintenance Charges and the Assessment Lien therefor accruing subsequent to the date of issuance of a sheriff's or trustee's deed or deed given in lieu of foreclosure. Notwithstanding subordination of an Assessment Lien as described in this Section 3, the delinquent Member shall remain personally liable for the Assessments and related costs after this Membership is terminated by foreclosure or deed in lieu of foreclosure or otherwise.

ARTICLE IX USE OF FUNDS; BORROWING POWER

Section 1. Purposes for Which Association's Funds May be Used. The Association shall apply all funds and property collected and received by it, including the Annual and Special Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source for the common good and benefit of Verde Commercial and the Members by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any kind and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without Verde Commercial, which may be necessary, desirable or beneficial to the general common interests of Verde Commercial, and the Members. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: social interaction among Members, maintenance of landscaping on Common Areas and public rights-of-way, washes and drainage areas within and adjoining Verde Commercial, recreation, liability insurance, communications, ownership, expansion and operation of recreational and other facilities, vehicle storage areas, transportation, health, utilities, public services, safety and indemnification of officers and directors of the Association. Subject to this Declaration and the Articles and Bylaws, the Association may expend its funds in any manner permitted under the laws of the State of Arizona.

Section 2. Borrowing Power. The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate.

Section 3. Associations Rights in Spending Funds From Year to Year. The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Annual or Special Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of an Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater official security of the Association and the accomplishment of its purposes.

Section 4. Eminent Domain. The term “taking” as used in this Section shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Association Land, the Owners hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any award made or to be made in connection with the taking and shall be entitled to make a voluntary sale to the condemned in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a total or partial taking, the Board may, in its sole discretion, retain any award in the general funds of the Association or distribute pro rata all or a portion thereof to the Owners and all holders of liens and encumbrances, as their interests may appear of record, at a uniform rate per Membership.

Section 5. Insurance.

(a) Authority to Purchase. The Association shall maintain insurance against liability incurred as a result of death or injury to persons or damage to property on the Common Areas or upon other areas maintained by the Association, in a total amount of not less than One Million Dollars (\$1,000,000). If reasonably available, the Association shall obtain officers and directors liability insurance in an amount deemed prudent by the Board. In addition, the Association may carry any other insurance coverage which the Board in its discretion deems necessary or desirable. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance.

(b) Individual Responsibility. It shall be the responsibility of each Owner to provide for its own insurance on its property interests within Verde Commercial, including, but not limited to, its additions and improvements thereon, furnishings and personal property therein, its personal liability to the extent not covered by the property and public liability insurance obtained by the Association, if any, and such

other insurance as such person desires. No person shall maintain any insurance which would limit or reduce in any manner the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the improvements or fixtures on the Common Areas. Neither the Association, nor any Board member, nor the Declarant shall be liable to any person or mortgagee if any risks or hazards are not covered by the insurance obtained by the Association or if the amount of insurance is not adequate.

(c) Insurance Claims. The Association is hereby irrevocably appointed and authorized by the Owners to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard and may, at its discretion, appoint an authorized representative or committee, or enter into an insurance trust agreement wherein the trustee shall have authority to negotiate losses under any policy purchased by the Association. All proceeds from insurance acquired by the Association shall be payable to the Association. Any proceeds resulting from damage to the Common Areas shall be used to repair the damage, unless otherwise approved by a majority of the votes of each class of Members at a meeting called for such purpose. Any excess proceeds may be retained by the Association as reserves or to reduce future assessments or, if distributed to Members, such proceeds shall be distributed to Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 6. Reserve Fund. From the Annual Assessments received by the Association, the Board shall establish a reserve fund for the maintenance, repair and replacement of the Common Areas.

ARTICLE X MAINTENANCE

Section 1. Common Areas and Public Rights-of-Way.

(a) Areas of Association Responsibility. The Association, or its duly delegated representative, shall maintain and otherwise manage all Common Areas and the improvements thereon; provided, however, the Association shall not be responsible for providing or maintaining the landscaping or structures on any Common Areas which are part of Parcels unless (i) such landscaping or structures are available for use by all Owners or are within easements intended for the general benefit of Verde Commercial and (ii) the Association assumes in writing the responsibility as set forth in a recorded instrument as hereinafter provided. The Association shall maintain any landscaping and other improvements not located on Parcels which are within the boundaries of and are identified on a recorded instrument as Common

Areas intended for the general benefit of the owners and Residents of Verde Commercial, except the Association shall not be required to maintain, but may elect to maintain, areas which (i) the Town of Camp Verde, an improvement district, or other governmental entity is maintaining, (ii) an Ancillary Association is required under any supplemental conditions, covenants and restrictions to maintain or (iii) are to be maintained by the Owners of a Parcel pursuant to Article IV, Section 2(d) of this Declaration. Specific areas to be maintained by the Association may be identified on the recorded subdivision plat for Verde Commercial and/or in deeds from the Declarant to the Association or to a transferee of a Parcel, but the failure to so identify such areas shall not affect the Association's rights or responsibilities with respect to Common Areas or the Association's rights with respect to other areas intended for the general benefit of Verde Commercial. Notwithstanding anything to the contrary herein, the Board shall have discretion to enter into an agreement with the Town of Camp Verde to permit the Association to upgrade and/or maintain landscaping on property owned by the Town, whether or not such property is within Verde Commercial, if the Board determines such agreement benefits the Association.

(b) Standard of Care. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of the Common Areas and other properties maintained by the Association, however, the Board shall be the sole judge as to the appropriate maintenance of all such areas. The Common Areas maintained by the Association shall be used at the risk of the user; and the Declarant and the Association shall not be liable to any person or entity for any claim, damage, or injury occurring thereon or related to the use thereof.

(c) Delegation of Responsibilities. In the event any subdivision plat, deed restriction or this Declaration permits the Board to determine whether or not Owners of certain Parcels will be responsible for maintenance of certain Common Areas or public right-of-way areas, the Board shall have the sole discretion to determine whether or not it would be in the best interest of the Owners of Verde Commercial for the Association or for an individual Owner or an Ancillary Association to be responsible for such maintenance, considering cost, uniformity of appearance, location and other factors deemed relevant by the Board. The Board may cause the Association to contract with others for the performance of the maintenance and other obligations of the Association under this Article X and, in order to promote uniformity and harmony of appearance, the Board may also cause the Association to contract to provide maintenance services to Owners of Parcels in exchange for the payment of such fees as the Association and Owner may agree upon.

Section 2. Assessment of Certain Maintenance Costs. In the event that the need for maintenance or repair of Common Areas, structures and other property maintained by the

Association is caused through the willful or negligent act of any Owner, guests or tenants, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and the Owner's Parcel is subject and shall be secured by the Assessment Lien. Any charges or fees to be paid by the Owner of a Parcel pursuant to Section 1(c) of this Article X in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

Section 3. Improper Maintenance and Use of Parcels. In the event any portion of any Parcel is so maintained as to present a nuisance, or substantially detract from the appearance or quality of the surrounding Parcels or other areas of Verde Commercial which are substantially affected thereby or related thereto or in the event any portion of a Parcel is being used in a manner which violates this Declaration, or in the event the Owner of any Parcel is failing to perform any of its obligations under this Declaration, the Verde Commercial Rules or Architectural Guidelines, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 14-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Parcel is subject and shall be secured by the Assessment Lien.

Section 4. Easement for Maintenance Responsibilities. The Association shall have an easement upon, across, over and under the Parcels and all other areas in Verde Commercial for the purpose of repairing, maintaining and replacing the Common Areas, Common Area improvements, and other areas maintained by the Association and for the purpose of performing all of the Association's other rights, duties and obligations hereunder.

ARTICLE XI ARCHITECTURAL COMMITTEE

Section 1. Establishment. An Architectural Committee shall be established and shall perform the functions set forth in this Declaration. The Architectural Committee shall adopt rules, regulations and guidelines for the performance of its duties including procedures for the preparation, submission and determination of the application for the approvals required by this Declaration. The Architectural Committee shall have sole and exclusive authority with respect to all approvals and use decisions for all Areas and Land Use Classifications within Verde Commercial. The Architectural Committee shall consist of not less than three (3) nor more than seven (7) regular members. The Board of Directors

shall determine the number of members. All members of the Architectural Committee shall be appointed by the Board. Committee members shall be appointed for one (1) year terms (or until replaced or removed). Members of the Architectural Committee shall be members of the Association.

Section 2. Meetings: Meetings: Guidelines. The Architectural Committee shall keep a record of the minutes of all meetings. A quorum for any meeting shall consist of a majority of the regular members of the Committee and the concurrence of a majority of the regular committee members shall be necessary for any decision of the Architectural Committee. As provided in Section 3 of Article V, the Architectural Committee shall promulgate Architectural Guidelines to be used in rendering decisions, including procedures for the preparation, submission and determination of applications for approval. The decision of the Architectural Committee shall be final on all matters submitted to it pursuant to this Declaration. Members of the Committee shall not be entitled to compensation.

Section 3. Discretion of Committee. The Architectural Committee shall be under no duty or obligation to pass upon, approve or disapprove any structural stability matter or matters pertaining to the stability of footings or foundations or matters pertaining to geological conditions involved in any foundation or footings and may indicate on any plans or specifications or drawings or other materials or in any certificate that a Committee has not passed upon, approved or disapproved any such referred to matters. All actions of said Committee authorized under this Declaration, including without limitation the approval or disapproval of plans, specifications, drawings, plot plans, grading plans and height, as well as other matters in which the Committee is authorized hereunder to act, shall be in the sole and complete discretion of said Committee. Neither an Architectural Committee nor any member thereof shall be liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of

- (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective;
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) the development of any property within Verde Commercial;
- (d) the execution of any estoppel certificate, whether or not the facts therein are correct; or
- (e) the enforcement of this Declaration and that Committee's Architectural Guidelines; provided, however, that with respect to the liability of a Committee member, such member has acted in good faith on the basis of such information as may be possessed by him. The approval by an Architectural Committee of any

plans, specifications or other matter shall not be deemed to constitute a waiver of any right to withhold approval of any similar plans, specifications or other matter subsequently submitted for approval.

Section 4. Response Within Forty-Five (45) Days. Any approval required under this Declaration by an Architectural Committee shall not be withheld unreasonably. Failure by such Committee to approve or disapprove a request within forty-five (45) days after such request is filed with the Committee (or within any shorter period of time set forth in the applicable Architectural or Design Guidelines) shall waive the approval requirement. Notice of disapproval shall be written and it shall set forth the reason or reasons for the disapproval. Notwithstanding Section 10 of Article XIV, no request shall be deemed filed with a Committee until it is actually received by the proper Committee, and all submissions to each Committee shall be made by certified mail or personal delivery. In any event, after the expiration of one (1) year from the completion of construction of any structure, work, improvement or alteration, the said structure, work, improvement or alteration shall, in favor of purchasers or encumbrances in good faith and for value, be deemed to be in compliance with this Declaration and the applicable Architectural Guidelines, unless actual notice of noncompliance executed by the Architectural Committee shall appear of record in the office of the County Recorder of Yavapai County, or a complaint has been filed to enforce compliance.

Section 5. Committee Certificate. Any approval of any plans and specifications or other matter by an Architectural Committee given or made pursuant to the provisions of this Declaration which is evidenced by a certificate signed by at least a majority of the members of said Committee shall be irrevocable and not subject to change by such Committee. Any such certificate may be conclusively relied upon by all parties including but not limited to, any Owner; by any lender taking any Parcel as security; and by any title insurance company. Any such certificate may be recorded by said Committee in the office of the Yavapai County Recorder.

Section 6. Fee. The Board may establish a reasonable processing fee to defer the costs of the Association and the Architectural Committee in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

ARTICLE XII RIGHTS AND POWERS OF ASSOCIATION

Section 1. Association's Rights and Powers As Set Forth in Articles and Bylaws. In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, which shall include all rights and powers as may be reasonably necessary in order to effect the purposes of the Association as set forth herein. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection by

Members, prospective purchasers, mortgagees and other persons or entities with an interest in Verde Commercial at the office of the Association during reasonable business hours.

Section 2. Enforcement of Provisions of This and Other Instruments. The Association, in the first instance, and both Architectural Committee, each as the agent and representative of the Owners, shall have the right (without obligation) to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration, the Articles, Bylaws, Verde Commercial Rules and Design Guidelines and any and all covenants, restrictions, reservations, charges, servitudes, assessments, conditions, liens or easements provided for in any contract, deed, declaration or other instrument which (a) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (b) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. The Association is authorized to impose sanctions for violations without court approval.

Such sanctions may include reasonable monetary fines and suspension of the right to vote or use any recreational facilities on the Common Area as provided in Article III, Section 1(b). In the event suit is brought or arbitration is instituted or an attorney is retained by the Association or an Architectural Committee to enforce the terms of this Declaration or other document as described in this Section 2 and the Association or an Architectural Committee prevails, the Association or Architectural Committee, as applicable, shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to, the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching owner and shall also be secured by the Assessment Lien against said Owner's Parcel. If the Association and the Architectural Committee shall fail or refuse to enforce this Declaration or any provision hereof for an unreasonable period of time after written request by a Member to do so, then any Member may enforce the provisions of the Declaration at his own expense by any appropriate action, whether in law or in equity, but regardless of the outcome, no expenses or the action shall be paid for by the Association.

Section 3. Contracts with Others for Performance of Association's Duties. Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more directors or officers of the Association or members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other directors acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such director, officer or committee member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he is a member

which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote thereat to authorize any such contract, transaction or approval with like force and effect as if he were not so interested.

Notwithstanding anything to the contrary contained herein, during the period when the Declarant has a Class B vote, any professional management contract entered into by the Association must be terminable with or without cause, upon no more than ninety (90) days written notice and without payment of any penalty.

Section 4. Procedure for Change of Use of Association Land. Upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of the Association Land or of the Association's interest in other Common Areas is no longer in the best interests of the Owners, and (b) the approval of such resolution by a majority of the votes of each class of Members at a meeting duly called for such purpose, the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the buildings, structures and improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (i) shall be for the benefit of the Owners, and (ii) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the land. Alternatively, the Board upon satisfaction of subsection (a) above may, in lieu of calling a meeting, notify in writing all Owners of the proposed change of use and of their right to object thereto and, if no more than ten percent (10%) of the Class A Memberships eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a meeting of the Members shall not be necessary.

Section 5. Procedure for Alteration of Common Area; Contracts Concerning the Common Area. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public authority or utility as provided in Article III, Section I(c). In addition, the Association shall have the right to change the size, shape or location of the Common Areas, to exchange the Common Areas for other property or interests which become Common Areas, and to abandon or otherwise transfer Common Areas (to a nonpublic authority) upon (i) the adoption of a resolution by the Board stating that ownership and/or use of the relevant Common Area is no longer in the best interests of the Owners and that the change desired shall be for their benefit and shall not substantially adversely affect them and (ii) the approval of such resolution by a majority of the votes of each class of Members, voting in person or by proxy, at a meeting called for such purpose. Alternatively, the Board upon satisfaction of subsection (i) above may, in lieu of calling a meeting pursuant to subsection (ii) above, notify in writing all Owners of the proposed transaction and of their right to object thereto and, if no more than ten percent (10%) of the Class A Members eligible to vote object in writing within thirty (30) days after receipt of such notice, the proposed transaction shall be deemed approved by the Members and a

meeting of the Members shall not be necessary.

ARTICLE XIII

TERM; AMENDMENTS; TERMINATION

Section 1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty (20) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each. Subject to FHA and/or VA approval as provided in Section 11 of Article XIV below, this Declaration may be terminated at any time if seventy-five percent (75%) of the authorized votes of each class of Members shall be cast in favor of termination at an election held for such purpose, if the necessary votes are obtained, the Board shall cause to be recorded with the County Recorder of Yavapai County, Arizona, a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon these Covenants shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. Any Association funds remaining following such termination and dissolution shall be distributed to the Members and their mortgagees as their interests may appear at a uniform rate per Membership.

Section 2. Amendments. This Declaration may be amended by recording with the County Recorder of Yavapai County, Arizona, a Certificate of Amendment, duly signed and acknowledged as required for a Certificate of Termination in Section 1 of this Article. The Certificate of Amendment shall set forth in full the amendment adopted, and except as provided hereafter, shall certify that at a meeting duly called and held for this purpose pursuant to the provisions of the Articles and Bylaws, members holding seventy-five percent (75%) of the votes present at the meeting, whether in person or by proxy, voted affirmatively for the adoption of the amendment; provided, however, that: (a) for purposes of an election to amend this Declaration, the Declarant shall have only one vote per Class B Membership; and (b) the affirmative vote of Members entitled to cast at least eighty percent (80%) of the votes in each class of Membership in the Association shall be required to amend (i) Article IV, Section 4; (ii) Article VI Sections 1, 2 or 3; or (iii) Article XIII, Sections 1 or 2 of this Declaration. The Declaration may be amended with respect to all or any portion of the Parcels covered hereby. So long as there is a Class B Membership, any amendment or termination of this Declaration shall require the approval of FHA or VA, as applicable, if such agency has guaranteed or insured any loan on a Parcel subject to this Declaration. So long as the Declarant is the owner of any Parcel in Verde Commercial, this Declaration and any supplemental covenants, conditions and restrictions may be amended or terminated only with the written approval of the Declarant. This Declaration may not be amended to reduce or alter the rights of the Declarant without the approval of the Declarant. The Declarant alone may amend this Declaration at any

time to relinquish its right to appoint the members of either or both Architectural Committee as provided in Section 1 of Article XI, or to amend as permitted in Section 3 hereafter. In addition, at any time, the Declarant alone shall have the right to amend the Declaration to comply with applicable law or to correct any error or inconsistency in the Declaration if the amendment does not adversely affect the rights of any Owner.

Section 3. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Anything in this Article to the contrary notwithstanding, Declarant reserves the right to amend all or any part of this Declaration to such extent and with such language as may be requested by the Federal Housing Administration (“FHA”), the Veterans Administration (“VA”), the Federal Home Loan Mortgage Corporation (“FHLMC”) or the Federal National Mortgage Corporation (“FNMA”) and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Parcel(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of the Amendment duly signed by or on behalf of the authorized agents of Declarant with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all of Verde Commercial and all persons having an interest therein.

Article XIV MISCELLANEOUS

Section 1. Interpretation of the Covenants. Except for judicial construction, the Association, by its Board and Architectural Committee, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants hereof.

Section 2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

Section 3. Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 4. Rules and Regulations. In addition to the right to adopt rules and regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board and Committees) shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities and duties, provided said rules and regulations are not inconsistent with the provisions of this Declaration or any applicable Architectural Guidelines.

Section 5. Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on the recorded plat or other instrument recorded in the office of the County Recorder of Yavapai County, Arizona, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of Verde Commercial can or will be carried out, that any portion of Verde Commercial is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Master Development Plan.

Section 6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the Covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such Covenants.

Any Owner acquiring a Parcel in Verde Commercial in reliance on one or more of the Covenants shall assume all risks of the validity and enforceability thereof and by acquiring any Parcel agrees that Declarant shall have no liability therefor.

Section 7 . References to the Covenants in Deeds. Deeds or any instruments affecting any part of Verde Commercial may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee Owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 8. Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural, and words in the plural shall include the singular.

Section 9. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used

in determining the intent or context thereof.

Section 10. Notices. If notice of any action or proposed action by the Board or of any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the Town of Camp Verde.

This Section shall not be construed to require that any notice be given if not otherwise required, and shall not prohibit satisfaction of any notice requirement in any other manner. If notice is made by mail, it shall be deemed to have been received twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address given by that person to the Association for the purpose of service of such notice, or to the address of the Parcel owned by such person if no address has been given. Notice to the Board or to the Architectural Committee shall be delivered or sent certified mail to the office of the Association.

Section 11. FHA/VA Approval. If this Declaration has been initially approved by FILA or VA in connection with any loan programs made available by FHA or VA, and any loans have been made which are insured or guaranteed by FHA or VA, then as long as there is a Class B Membership, the dedication of Common Areas (except where such dedication is required as to the Town of Camp Verde), and the termination or amendment of this Declaration will require the prior approval of FHA or VA, as applicable, unless the need for such approval has been waived by FHA or VA.

Section 12. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Members holding seventy-five (75%) percent of the outstanding votes.

This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof, (c) proceedings involving challenges to taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes necessary to institute proceedings as provided above.

Section 13. Use of the Words “Verde Commercial” or “Verde Commercial Owners Association”. No person shall use the words “Verde Commercial” or “Verde Commercial Owners Association” or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the terms “Verde Commercial” or “Verde Commercial Owners Association” in printed or

promotional material where such term is used solely to specify that the particular property is located within Verde Commercial.

Section 14. Conveyance of Common Areas. The Common Area shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of the Class B Member of the Association so long as there is a Class B Member of the Association and the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes entitled to be cast by Class A Members of the Association.

Section 15. No Absolute Liability. No provision of this Declaration or of the Articles of Incorporation or Bylaws shall be interpreted or construed as imposing on Owners absolute liability for damage to the Common Area. Owners shall only be responsible for damage to the Common Area caused by the Owners' negligence or intentional acts.

Section 16. Priority of Documents. In the event of any conflict between this Declaration and the Articles, Bylaws, Architectural Guidelines or Verde Commercial Rules, this Declaration shall control. In the event of any conflict between the Bylaws and the Architectural Guidelines or the Verde Commercial Rules, the Bylaws shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

DECLARANT:

VERDE COMMERCIAL, LLC, an Arizona limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A
Legal Description

THE FOLLOWING IS A DESCRIPTION OF A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, CAMP VERDE, ARIZONA, BEING A PORTION OF THOSE PARCELS OF LAND DESCRIBED RECORD NO: 2020-0072254, RECORD SOURCE #1 (R1) ALSO BEING A PORTION OF THOSE PARCELS OF LAND DESCRIBED RECORD NO: 2018-0045432, RECORD SOURCE #2 (R2) RECORDS OF THE YAVAPAI COUNTY RECORDER, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE FOUND 1" PIPE WITH TAG "RLS 19817", MARKING THE SOUTHWEST CORNER OF SAID SECTION 25, FROM WHICH A 3" A.D.O.T. BRASS CAP "S1/4 S25 RLS 19817 2014", MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25 BEARS NORTH 89° 55' 26" EAST, AT A DISTANCE OF 2655.06 FEET BASIS OF BEARINGS NORTH 89° 55' 18" EAST, A DISTANCE OF 2655.03 FEET (R1) THENCE NORTH 89° 55' 26" EAST, A DISTANCE OF 609.15 FEET NORTH 89° 55' 18" EAST, A DISTANCE OF 609.11 FEET (R1) ALONG THE SOUTH LINE OF SAID SECTION 25, TO A FOUND PLASTIC CAP ATOP A 1/2" REBAR STAMPED "RLS 50106", MARKING THE SOUTHWEST CORNER OF SAID (R1) AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89° 55' 26" EAST, A DISTANCE OF 2045.91 FEET NORTH 89° 55' 18" EAST, A DISTANCE OF 2045.92 FEET (R1) TO A FOUND 3" A.D.O.T. BRASS CAP "S1/4 S25 RLS 19817", MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 25;

THENCE NORTH 01° 47' 16" EAST, A DISTANCE OF 476.40 FEET NORTH 01° 47' 25" EAST, A DISTANCE OF 476.41 FEET (R1), NORTH 01° 44' 54" EAST, A DISTANCE OF 476.29 FEET (R2) TO A FOUND 3" A.D.O.T. ALUMINUM DISK, MARKING A POINT ON THE WESTERLY RIGHT-OF-WAY STATE ROUTE 260;

THENCE NORTH 01° 47' 38" EAST, A DISTANCE OF 66.52 FEET NORTH 01° 43' 39" EAST, A DISTANCE OF 66.51 FEET (R1), NORTH 01° 45' 24" EAST, A DISTANCE OF 66.49 FEET (R2) TO A FOUND 3" A.D.O.T. ALUMINUM DISK, MARKING A POINT ON THE WESTERLY RIGHT-OF-WAY STATE ROUTE 260;

THENCE NORTH 26° 58' 00" WEST, A DISTANCE OF 123.12 FEET NORTH 26° 58' 08" WEST, A DISTANCE OF 123.12 FEET (R1), NORTH 26° 58' 55" WEST, A DISTANCE OF 123.12 FEET (R2) TO A FOUND 3" A.D.O.T. ALUMINUM DISK, MARKING A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE

260;

THENCE SOUTH 45° 31' 43" WEST, A DISTANCE OF 311.49 FEET SOUTH 45° 31' 10" WEST, A DISTANCE OF 311.47 FEET (R1), SOUTH 45° 32' 11" WEST, A DISTANCE OF 311.33 FEET (R2) TO A FOUND 3" A.D.O.T. ALUMINUM DISK, MARKING A POINT ON THE SOUTHEASTERLY RIGHT-OF WAY OF INTERSTATE 1-17, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, FROM WHICH THE RADIUS POINT OF SAID CURVE BEAR NORTH 47° 36' 56" WEST, AT A DISTANCE OF 5929.58 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 57' 08" AN ARC LENGTH OF 512.52 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44° 51' 38" WEST AND A CHORD DISTANCE OF 512.36 FEET), TO A FOUND PLASTIC CAP ATOP A 1/2" REBAR STAMPED "RLS 50106", MARKING THE NORTHWEST CORNER OF SAID (R1);

THENCE SOUTH 41° 02' 27" EAST, A DISTANCE OF 1138.58 FEET SOUTH 41° 02' 35" EAST, A DISTANCE OF 1138.58 FEET (R1) TO A FOUND PLASTIC CAP ATOP A 1/2" REBAR STAMPED "RLS 50106", MARKING AN ANGLE POINT IN THE WESTERLY LINE OF SAID (R1);

THENCE SOUTH 49° 06' 51" WEST, A DISTANCE OF 476.99 FEET SOUTH 49° 06' 43" WEST, A DISTANCE OF 476.99 (R1) TO THE TRUE POINT OF BEGINNING;



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Cottonwood, AZ 86326

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VERDE COMMERCIAL SUBDIVISION

Phase III Drainage Report

APN: 403-22-035Q
Town of Camp Verde, Arizona

Prepared for:
Verde Commercial Holdings, LLC
23911 S. 205th Ct.
Queen Creek, AZ 85142

Prepared by:
Ardurra Group, Inc.
1250 E SR89A
Cottonwood, AZ 86326
(928) 639-2712



June 2025
Job No. 224267

TABLE OF CONTENTS

GENERAL LOCATION AND DESCRIPTION	1
DRAINAGE BASINS AND SUB-BASINS	1
DRAINAGE DESIGN CRITERIA	2
DRAINAGE FACILITY DESIGN	4
CONCLUSIONS	6
REFERENCES	7
SOFTWARE	7

APPENDIX

Vicinity Map
NRCS Soils Survey Map
Off-site Basin Maps
FEMA FIRMette Panel 2159H
Site-Specific NOAA14 Precipitation Frequency Estimates
Predevelopment Drainage Basin Map
Postdevelopment Drainage Basin Map
Autocad Gravity Network Analysis Report
CulvertMaster Reports
HEC-RAS Table
Construction Plans (Separate File)

GENERAL LOCATION AND DESCRIPTION

The Verde Commercial Subdivision (Verde Commercial) project consists of the development of 20 commercial lots, a water tank site tract, and a drainage tract with access roads and utilities. The proposed development is in the Town of Camp Verde, Arizona, east of Interstate 17 and south of State Route 260, with access from N Homestead Pkwy and N Goswick Way. The proposed project is located on parcel 403-22-035Q, which consists of approximately 58.86 acres positioned in a portion of Sections 25, Township 14 North, Range 4 East, Gila and Salt Meridian. A vicinity map is in the Appendix.

The project site generally slopes from the west to the east at an average grade of 3%. Drainage enters the parcel in two main areas. Major drainage enters the western and southern property boundary from a combination of washes from the west and south. The existing ground cover of the site consists of native grasses and bushes. Existing soil on the site consists of Altar/ Bodecker, Pedregosa, and Tombstone/Luckyhills family soils. An NRCS soils survey map of the project site can be found in the Appendix.

This Project is located near a major Interstate intersection used by travelers and locals for fast food, gas, shopping, and lodging. Adjacent properties to the west and south include Prescott National Forest and State of Arizona lands. Properties to the east, adjacent to State Route 260 include commercial and residential parcels. The existing zoning of the proposed project site consists of a C2-PAD with a combination of "C" Commercial (C2-4) and "R1" Single Family Residential (R1L-70). The zoning of adjacent properties is consistent with the zoning of the subject property.

DRAINAGE BASINS AND SUB-BASINS

The proposed subdivision parcel has an unnamed wash running through the site from west to east, ultimately exiting the property through a concrete box culvert under SR260. The contributing drainage basin is approximately 400 acres, and includes the project site itself, Prescott National Forest land to the west, and Arizona State Trust land to the south. A relatively small portion of the I-17 median, along with a portion of the land east of I-17 flows through the proposed project site. Storm water flows from the south and west stay generally spread out and shallow, until reaching the middle of the project site, where it becomes channelized. The channel runs for approximately 1500 feet before flowing into the box culvert under SR260. A small drainage basin to the south of the project site also contributes to the flows going under SR260, joining the main channel before entering the box culvert. A basin map can be found in the Appendix.

FEMA FIRM Map Panel 04025C2159H, dated October 16, 2015 shows the project area with no FEMA floodplains delineated. The FIRMETTE is located in the Appendix.

The existing and proposed land use for the portion of the drainage basin within the bounds of the project parcel is commercial.

Retention facilities on adjacent properties include an above ground retention pond for the RV Storage facility, an above ground retention pond for the Tractor Supply Co, and 2 above ground retention ponds for the UPS distribution site. Retention facilities on the existing site include an above ground retention pond for the Self-Storage facility.

DRAINAGE DESIGN CRITERIA

The Yavapai County Drainage Criteria Manual was used to prepare this report. The drainage design for this site does not deviate from the Yavapai drainage manual. The Town of Camp Verde Area Drainage Master Study was used to determine the 100-year flow rate for the main wash on the project site.

The design of the project will not affect the flow characteristics of the upstream and downstream drainage basins. On-site runoff from the development of the subdivision lots will be attenuated with individual lot specific stormwater detention/retention basins in the built-out condition.

The design rainfall data used for this report was generated by NOAA. The rainfall intensity table can be found in the Appendix. The runoff calculation method for the onsite runoff was the Rational Method using the Yavapai County Drainage Design Manual. The time of concentration for all on-site basins are assumed to be 10 minutes, per the minimum requirement in the Yavapai County Drainage Design Manual. The Rational Method parameters used can be found in the Pre- and Post-Development drainage basin maps in the Appendix. The 2-, 10-, 25-, and 100-year flows were calculated for the Pre- and Post-development conditions and are shown in Table 3.1 below.

Table 3.1: Pre-, Post- Developed Storm Event Flows

Basin I.D.	Storm Event			
	2-year	10-year	25-year	100-year
Pre-developed Condition (cfs):				
RVS	31.8	53.0	66.7	91.0
SS	11.2	18.6	23.4	32.0
TSC	8.1	13.6	17.0	23.3
UPS	8.8	14.6	18.4	25.1
N-1	11.1	18.4	23.2	31.7
N-2	10.2	16.9	21.3	29.0
S-1	30.6	50.9	64.0	87.4
S-2	8.8	14.7	18.4	25.2
PRE-TOTAL OUTFLOW	120.6	200.7	252.5	344.8
Post-developed Condition (cfs):				
RVS	31.8	53.0	66.7	91.0
SS	9.6	15.9	20.1	27.4
TSC	8.1	13.6	17.0	23.3
UPS	8.8	14.6	18.4	25.1
N-1	11.1	18.4	23.2	31.7
N-2	10.2	16.9	21.2	29.0
S-1	9.6	15.9	20.0	27.4
S-2	2.4	4.0	5.0	6.9
S-3	3.1	5.1	6.4	8.8
S-4	15.1	25.1	31.6	43.2
S-5	5.0	8.3	10.4	14.2
P-1	3.4	5.6	7.0	9.6
P-2	1.6	2.6	3.3	4.5
R-1	2.3	3.8	4.8	6.6
R-2	1.3	2.2	2.8	3.8
POST-TOTAL	123.3	205.2	258.1	352.5
POST-TOTAL RETAINED (R-1 + R-2)	3.6	6.0	7.6	10.4
TOTAL UNRETAINED OUTFLOW (POST-TOTAL – POST-TOTAL RETAINED)	119.7	199.1	250.5	342.1

The design flow for the main wash flowing into the box culvert under SR260 is based on the Town of Camp Verde Area Drainage Master Study. The flow of 394 CFS was used for the 100-year flow into the existing channel. A HEC-RAS model for the portion of the wash running through the project site was created, and the existing 100-year floodplain limits determined. The extents of the 100-year floodplain for the wash can be found in the Predevelopment Drainage Basin Map in the Appendix.

The design flow for the secondary wash flowing into the project site from the south was determined using the Rational Method. The off-site portion of the basin is approximately 18.7 acres, with an assumed time of concentration of 10 minutes, and a runoff coefficient of 0.5. The 100-year design flow for the basin contributing runoff onto the project site is 60 CFS.

DRAINAGE FACILITY DESIGN

Existing stormwater infrastructure on the project site includes a 36" CMP culvert under N Goswick Way, which carries the stormwater from the lots abutting I-17 across N Goswick Way, shown as Basin N-1. A swale conveys this stormwater around the Tractor Supply Company site through basin N-2, to the western ditch on George Rothrock Road. This runoff then enters the UPS site retention basin through a 36" culvert, before discharging through the 36" basin outlet and into the main wash.

The main drainage channel running through the project site is proposed to be conveyed through a 1400' long, 84" diameter CMP culvert, which will generally follow the path of the existing wash. The culvert inlet will be designed to prevent ponding of water at the State of Arizona land directly to the south. An emergency overflow for the culvert inlet will direct stormwater flows to the new Homestead Parkway extension should the inlet overtop, and ultimately flow down the road and then back into the main wash, downstream of the new culvert outlet.

The 84" culvert inlet has been designed in order to prevent the increase of the base flood elevation of stormwater on the State of Arizona land directly to the south of the inlet. The flowline grade at the property boundary is approximately 3202.5. In order to flow the 394 CFS through the 84" culvert while keeping the headwater elevation from extending onto the adjacent property, the inlet was set at an elevation of 3195. The outlet of the 84" culvert is proposed to discharge to the existing wash at an elevation of 3163, approximately 100' upstream of the existing culvert under SR 260. Energy dissipation measures such as rip-rap gabions and mattresses are proposed downstream of the main channel culvert outlet in order to preserve the existing channel and banks. An Autocad Civil3d storm drain gravity system analysis was performed on the proposed culvert design for the 100-year storm, showing a headwater elevation at the inlet of 3202.2. A Bentley CulvertMaster calculation was also performed, showing a headwater elevation at the inlet of 3202.03. Reports for the two calculation methods can be found in the Appendix.

A proposed condition HEC-RAS model was created to ensure the proposed 84" culvert inlet will not increase the water surface elevation of stormwater upstream of the inlet on the State of Arizona land immediately to the south, as well as ensuring that the lots surrounding the 84" culvert inlet and outlet are not affected by the proposed culvert. The cross section at the project boundary with the State of Arizona land shows a water surface elevation of 3204.1 for the 100-year storm. With the headwater elevation at the inlet of the 84" culvert at approximately 3202.2, there will not be an increase in the water surface elevation of the stormwater flowing onto the project property. The cross section immediately downstream of the 84" culvert outlet shows a water surface elevation of 3167.6. The minimum elevation of the lots adjacent to the outlet is 3170.0. Excerpts from the HEC-RAS output can be found in the Appendix.

The secondary drainage channel on the southeastern portion of the project site will require a 36" culvert in order to convey flows from this drainage basin into the new main wash culvert. The inlet was designed in order to prevent stormwater backing up onto the State of Arizona land to the south. The flowline grade at the property boundary is approximately 3194.5. In order to flow the 60 CFS through the proposed 36" culvert, the drop inlet was set at an elevation of 3189. The Bentley CulvertMaster calculation for the 36" culvert shows a headwater elevation of 3193.8 at the inlet. The CulvertMaster report can be found in the Appendix.

With the inclusion of curb and gutter on the proposed roadways, the sheet flows from drainage basins S-1 and S-2 in the Pre-development condition will become split and concentrated at the roadways. These splits can be seen in the post-development basin map in the Appendix. In the post-development condition, Basins S-1, S-2, S-4, P-1, and P-2 will be collected in the curb and gutter of the proposed roadways, and ultimately directed to curb and grate opening catch basins. These catch basins will direct the runoff to the main 84" culvert. Basin S-3 will discharge directly into the 84" culvert inlet. Basin S-5 will discharge directly to the ditch along SR 260 as it does in the Pre-development condition.

The development of the proposed subdivision includes the addition of approximately 2.5 acres of impervious surfaces from the proposed roadways. In order to attenuate the increase in stormwater runoff, portions of the site are proposed to be directed into a retention pond located on Tract B, south of the existing RV Storage site. These basins are shown above in Table 3.1 as basins R-1 and R-2. These drainage basins are proposed to flow along the Homestead Parkway extension to the southeast before discharging into the proposed retention basin near the inlet to the 84" main channel culvert. The proposed retention basin consists of a 3' tall, 5' top width berm, with a riser outlet pipe at an elevation of 3203. The top of the berm emergency overflow is at an elevation of 3204, with the pond bottom at 3201. At a depth of 2', with 1' of freeboard, the total retention pond volume is approximately 18,000 cubic feet. This is sufficient volume to retain the entire 2-hour, 100-year storm event from basins R-1 and R-2 of approximately 15,000 cubic feet of runoff. With this portion of the project site being retained in the proposed retention pond, the overall stormwater runoff from the project

site will be less than in the pre-development condition, as shown in Table 3.1 as Total Unretained Outflow.

Development of the proposed lots will include on-site stormwater retention facilities. The retention facilities on the northern portion of the site will discharge to the drainage ditch network currently conveying flows to the UPS distribution facility pond, which will be connected to the main wash culvert with an extended culvert. Retention facilities on the southern portion of the site will discharge directly to the main wash culvert. See the Preliminary Construction Plans in the Appendix for more information.

In order to maintain the existing and proposed drainage improvements within the proposed subdivision, easements have been determined for the areas of the site critical to conveying stormwater runoff. The tract at the 84" culvert inlet is proposed to be dedicated as a drainage tract. A maintenance access road is proposed on this tract from the new Homestead Parkway extension to the location of the drop inlet. Drainage from the lots north of N Goswick Way currently drain to a 36" CMP culvert, before flowing along the west side of the existing Tractor Supply Company Site. See the Final Plat for easement locations and tract designations.

CONCLUSIONS

The development of the project site includes the addition of the Homestead Parkway extension, the George Rothrock Road extension, and the mass grading of the 20 commercial lots, water tank site, and drainage tract. The main drainage channel cutting through the project site is proposed to be directed into a 1400', 84" diameter culvert following the general path of the existing channel. Runoff from the south of the project site, along with the runoff from the site itself will be directed into the main 84" culvert, before discharge to the existing channel just upstream of the existing box culverts under SR 260. A portion of the runoff along the new Homestead Parkway extension will be directed into a proposed retention pond in order to attenuate the flows from the development of the subdivision.

The design concepts in this report will ensure that the drainage integrity of the site is sustained with proper maintenance activity. Activities include frequent clearing of debris and sediment from the storm drain inlets and detention areas, disturbed slope treatment and erosion control. Frequent monitoring will ensure expedient remedies to common problems such as erosion, sedimentation, and flow obstructions.

REFERENCES

Drainage Design Manual for Yavapai County, July 2015

Town of Camp Verde Area Drainage Master Study, 2024

SOFTWARE

Yavapai County GIS Interactive Map

FEMA Map Service Center

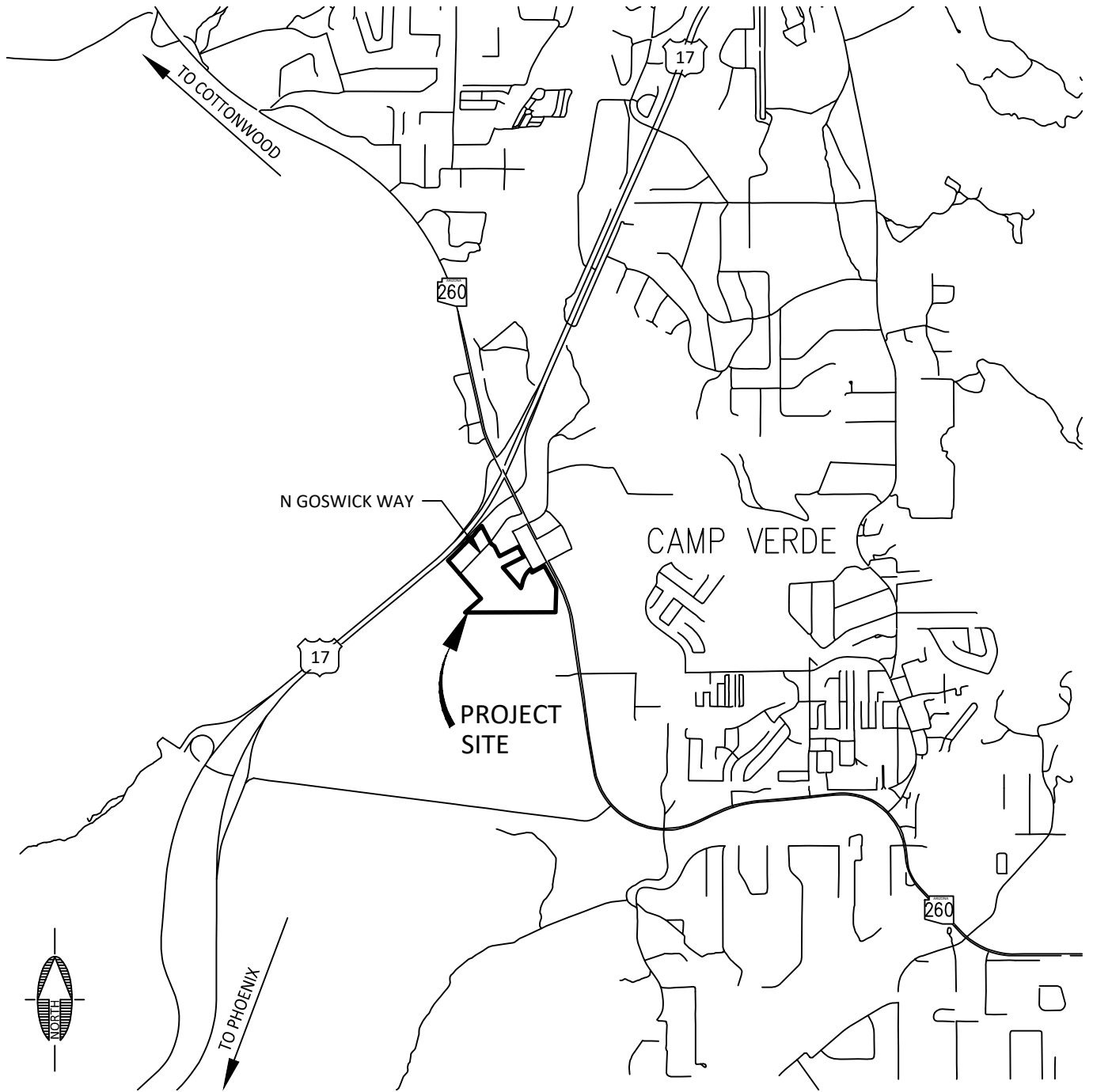
NOAA website

Autocad Civil3d

HEC-RAS 6.5

Bentley Systems CulvertMaster

APPENDIX



VICINITY MAP

NO SCALE

PRELIMINARY

NOT FOR CONSTRUCTION,
BIDDING OR RECORDING



Town Council Regular Session
Shephard Wesnitzer, Inc.

75 Kallof Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax
 www.swiaz.com

JOB NO.	224267
DATE	AUG 24
SCALE	NO SCALE
DRAWN	EGM/JAT
DESIGN	SEP
CHECKED	JTL

APN:403-22-035Q

TOWN OF CAMP VERDE
 ARIZONA

VICINITY MAP FOR CONCEPT PLAN

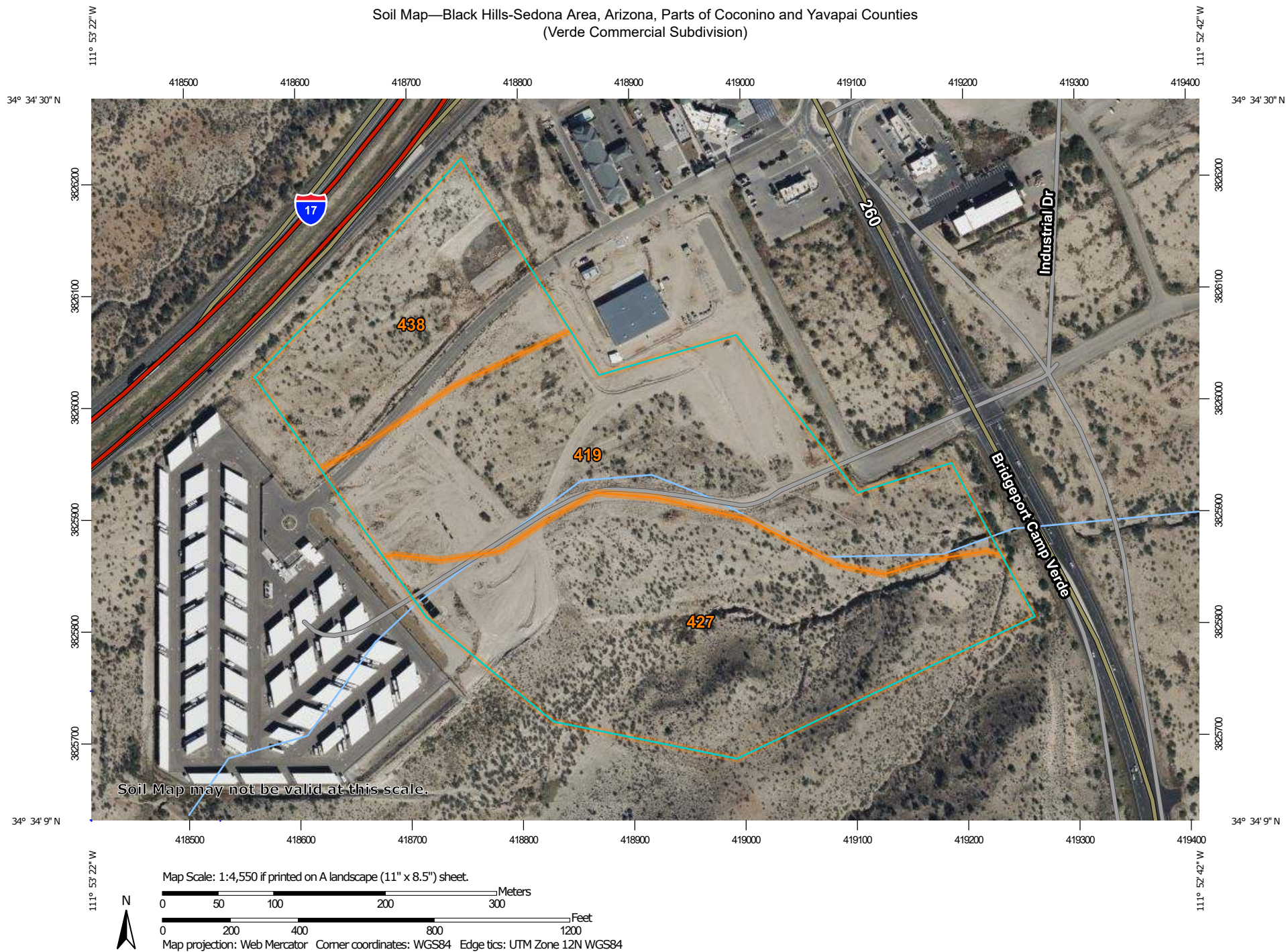
Page 164 of 740

SHEET

1

OF 1

Soil Map—Black Hills-Sedona Area, Arizona, Parts of Coconino and Yavapai Counties
(Verde Commercial Subdivision)



Soil Map—Black Hills-Sedona Area, Arizona, Parts of Coconino and Yavapai Counties
(Verde Commercial Subdivision)

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils



Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Black Hills-Sedona Area, Arizona, Parts of Coconino and Yavapai Counties

Survey Area Data: Version 13, Sep 8, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 29, 2022—Oct 31, 2022

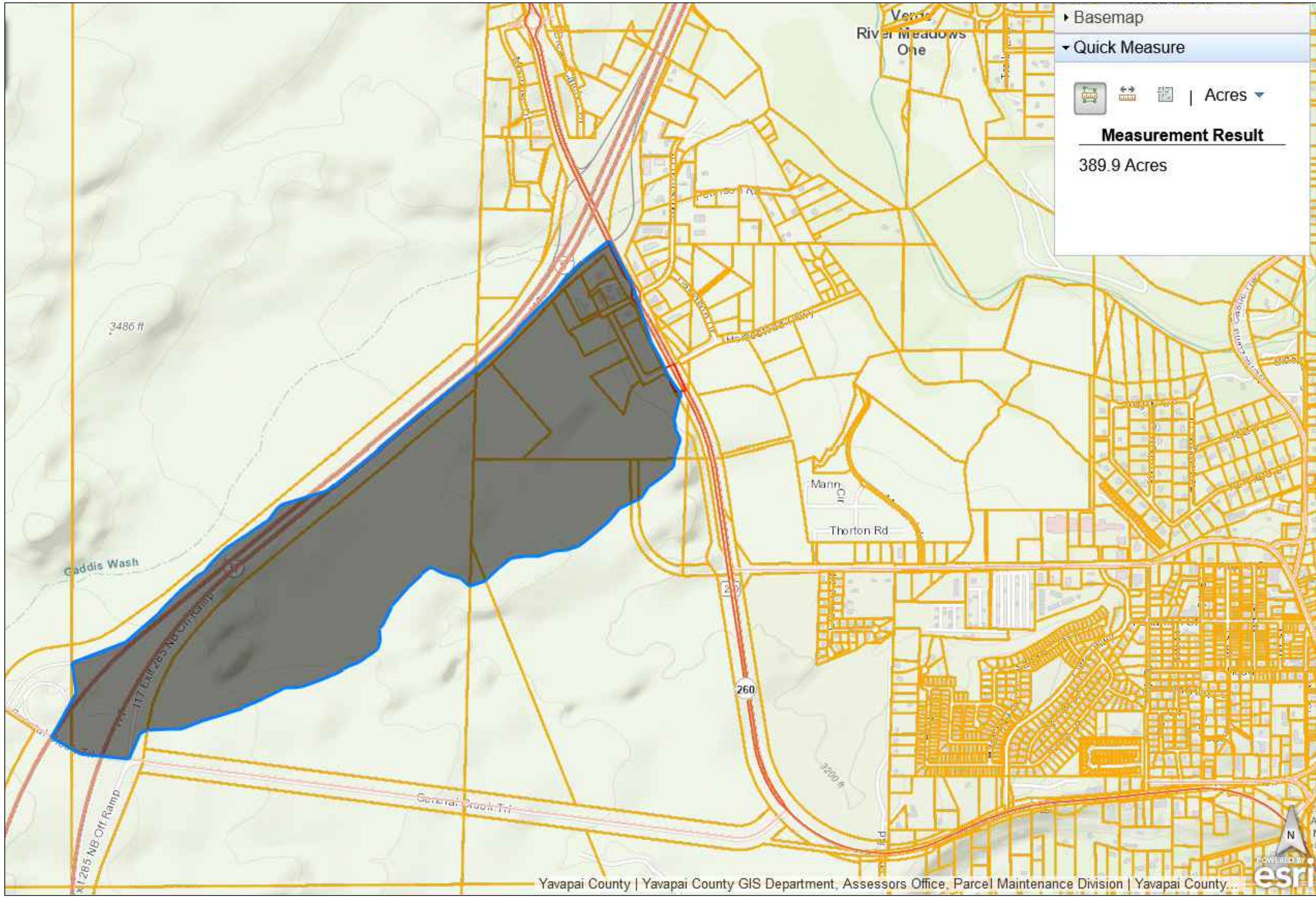
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

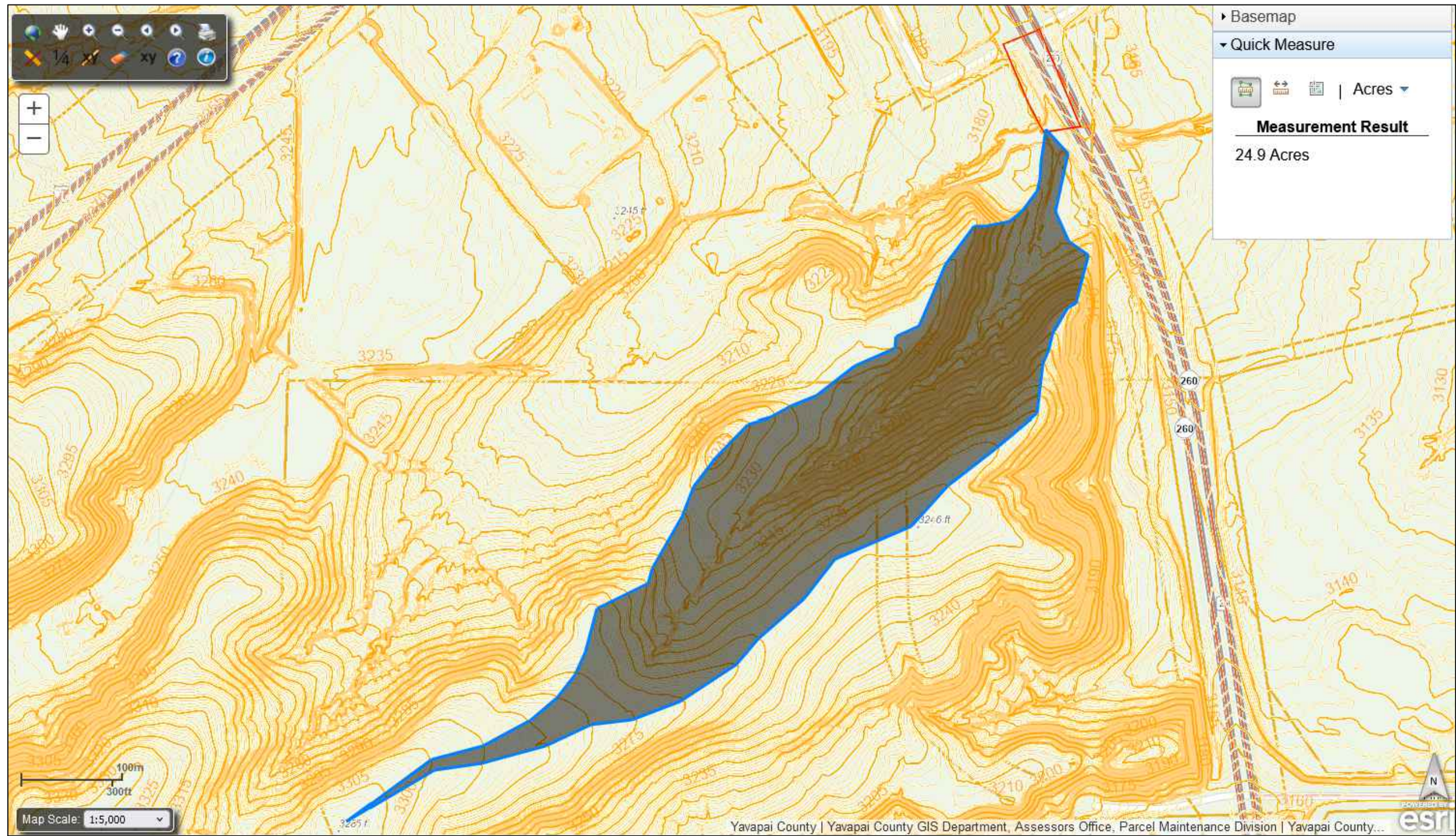
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
419	Altar soils, Bodecker soils and Urban land, 1 to 3 percent slopes	17.2	37.4%
427	Pedregosa soils and Urban land, 2 to 15 percent slopes	19.8	43.2%
438	Tombstone soils, Luckyhills soils and Urban land, 2 to 10 percent slopes	8.9	19.4%
Totals for Area of Interest		45.8	100.0%

FILE: P:\2021\21157\ENGINEERING\DRAINAGE\REPORT\DWG\224267 DRAINAGE UTILITIES CONCEPT PLAN.DWG EMETZ

PLOTTED: Sep 05, 2024-4:15pm



MAIN BASIN MAP 1
NO SCALE



SECONDARY BASIN MAP 2
NO SCALE

Contact Arizona 811 at least two full working days before you begin excavation

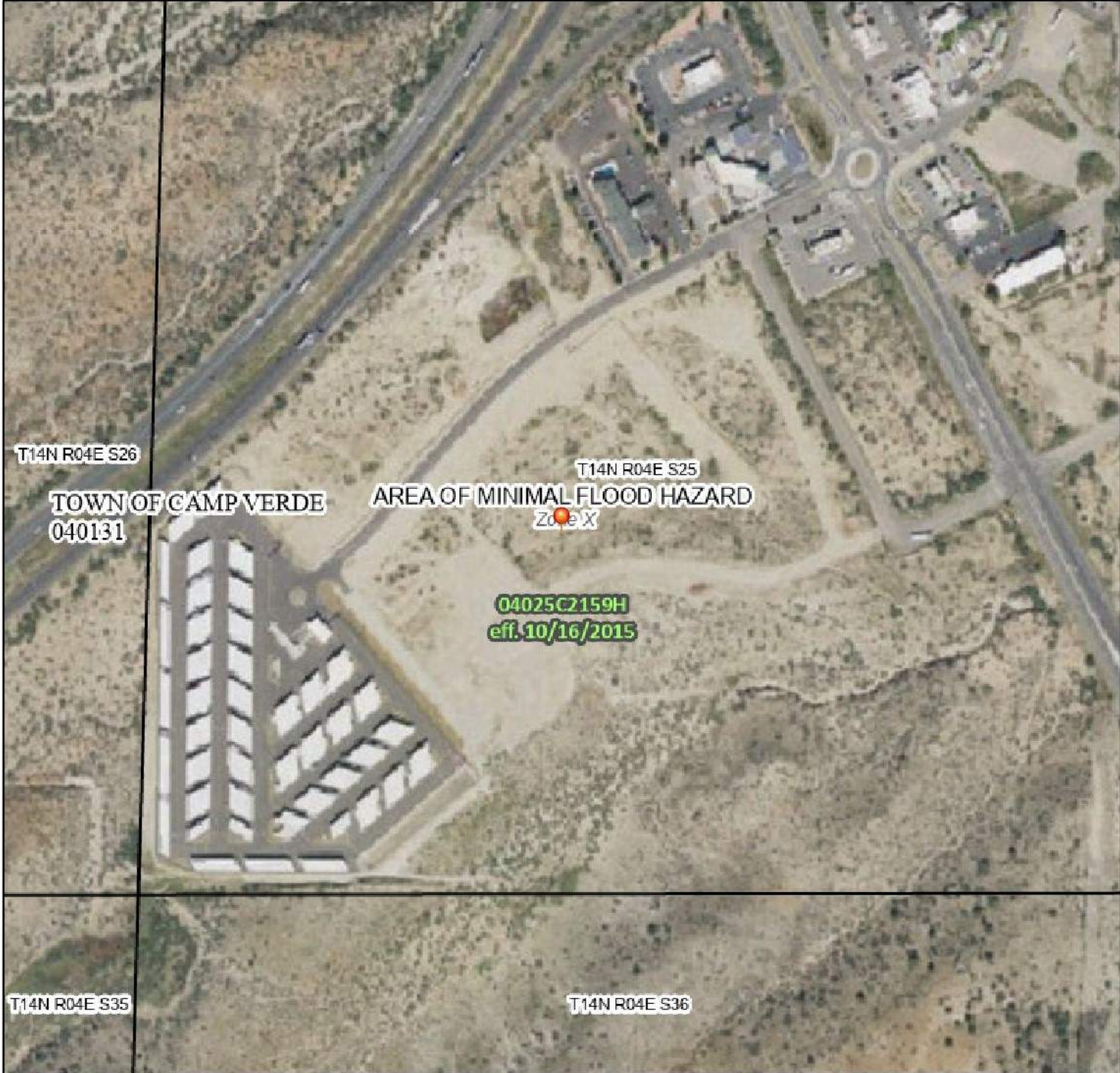
ARIZONA 811
Call 811 or click Arizona811.com

DWG.		JOB NO.:	224267	VERDE COMMERCIAL SUBDIVISION CONCEPT DRAINAGE REPORT BASIN MAP				PRELIMINARY NOT FOR CONSTRUCTION, BIDDING OR RECORDING		 ARDURRA COLLABORATE. INNOVATE. CREATE.		O: 928.282.1061 75 KALLOF PLACE SEDONA, AZ 86336 www.ardurra.com		NO.		DATE	BY	REVISION	
D1		DESIGN BY:	JTL																
SHEET		DRAWN BY:	JATEGMI																
1		CHECKED:	JTL/EGMI																
OF		DATE:	SEPTEMBER 2024	P1															

National Flood Hazard Layer FIRMette



111°53'25"W 34°34'34"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth
Zone AE, AO, AH, VE, AR

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Zone X

Future Conditions 1% Annual Chance Flood Hazard
Zone X

Area with Reduced Flood Risk due to Levee. See Notes.
Zone X

Area with Flood Risk due to Levee
Zone D

NO SCREEN

Area of Minimal Flood Hazard
Zone X

Effective LOMRs

Area of Undetermined Flood Hazard
Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER AREAS

Cross Sections with 1% Annual Chance Water Surface Elevation
20.2
17.5

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

OTHER FEATURES

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/5/2024 at 7:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Town Council Regular Session

September 3, 2025

111°52'47"W 34°34'5"N

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Page 169 of 240



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	2.30 (1.97-2.71)	2.96 (2.53-3.48)	4.04 (3.43-4.73)	4.93 (4.16-5.77)	6.23 (5.20-7.26)	7.31 (6.04-8.51)	8.50 (6.91-9.90)	9.79 (7.86-11.4)	11.7 (9.16-13.7)	13.2 (10.2-15.5)
10-min	1.75 (1.49-2.06)	2.26 (1.92-2.65)	3.08 (2.61-3.61)	3.76 (3.17-4.40)	4.73 (3.95-5.52)	5.56 (4.59-6.47)	6.46 (5.26-7.54)	7.45 (5.98-8.69)	8.87 (6.97-10.4)	10.0 (7.76-11.8)
15-min	1.45 (1.24-1.70)	1.87 (1.59-2.19)	2.54 (2.16-2.98)	3.10 (2.62-3.63)	3.92 (3.26-4.56)	4.60 (3.80-5.35)	5.34 (4.35-6.23)	6.16 (4.94-7.18)	7.33 (5.76-8.60)	8.29 (6.42-9.77)
30-min	0.976 (0.832-1.15)	1.26 (1.07-1.47)	1.71 (1.45-2.00)	2.09 (1.76-2.45)	2.64 (2.20-3.07)	3.09 (2.56-3.60)	3.60 (2.93-4.19)	4.14 (3.33-4.84)	4.93 (3.88-5.79)	5.58 (4.32-6.58)
60-min	0.604 (0.514-0.709)	0.777 (0.662-0.913)	1.06 (0.899-1.24)	1.29 (1.09-1.51)	1.63 (1.36-1.90)	1.92 (1.58-2.23)	2.23 (1.81-2.60)	2.57 (2.06-2.99)	3.05 (2.40-3.58)	3.46 (2.67-4.07)
2-hr	0.370 (0.322-0.428)	0.469 (0.408-0.544)	0.623 (0.540-0.720)	0.752 (0.647-0.865)	0.941 (0.801-1.08)	1.10 (0.924-1.26)	1.27 (1.06-1.46)	1.46 (1.19-1.68)	1.74 (1.39-2.01)	1.97 (1.54-2.28)
3-hr	0.269 (0.238-0.309)	0.340 (0.301-0.389)	0.441 (0.389-0.502)	0.525 (0.461-0.597)	0.647 (0.562-0.735)	0.750 (0.645-0.850)	0.862 (0.732-0.979)	0.986 (0.825-1.12)	1.17 (0.956-1.35)	1.32 (1.06-1.54)
6-hr	0.165 (0.148-0.186)	0.206 (0.183-0.233)	0.258 (0.229-0.290)	0.303 (0.268-0.341)	0.368 (0.322-0.414)	0.421 (0.365-0.472)	0.479 (0.411-0.538)	0.540 (0.457-0.610)	0.631 (0.524-0.717)	0.707 (0.576-0.808)
12-hr	0.095 (0.085-0.107)	0.118 (0.106-0.133)	0.145 (0.129-0.163)	0.168 (0.149-0.187)	0.198 (0.176-0.221)	0.222 (0.195-0.247)	0.247 (0.216-0.276)	0.272 (0.235-0.304)	0.317 (0.265-0.360)	0.355 (0.289-0.406)
24-hr	0.060 (0.054-0.067)	0.075 (0.067-0.083)	0.094 (0.084-0.104)	0.109 (0.097-0.120)	0.129 (0.115-0.143)	0.145 (0.129-0.160)	0.162 (0.143-0.179)	0.179 (0.157-0.198)	0.202 (0.175-0.224)	0.220 (0.189-0.245)
2-day	0.032 (0.029-0.036)	0.040 (0.036-0.045)	0.050 (0.045-0.056)	0.058 (0.052-0.065)	0.069 (0.062-0.078)	0.078 (0.069-0.087)	0.087 (0.076-0.097)	0.096 (0.084-0.108)	0.109 (0.094-0.122)	0.119 (0.101-0.134)
3-day	0.023 (0.021-0.025)	0.029 (0.026-0.032)	0.036 (0.032-0.040)	0.042 (0.038-0.046)	0.049 (0.044-0.054)	0.056 (0.050-0.061)	0.062 (0.055-0.068)	0.068 (0.061-0.075)	0.077 (0.068-0.085)	0.084 (0.073-0.093)
4-day	0.018 (0.017-0.020)	0.023 (0.021-0.025)	0.029 (0.026-0.031)	0.033 (0.030-0.036)	0.039 (0.036-0.043)	0.044 (0.040-0.048)	0.049 (0.045-0.054)	0.054 (0.049-0.059)	0.061 (0.055-0.067)	0.067 (0.059-0.073)
7-day	0.012 (0.011-0.013)	0.015 (0.014-0.017)	0.019 (0.017-0.020)	0.022 (0.020-0.024)	0.026 (0.023-0.028)	0.029 (0.026-0.031)	0.032 (0.029-0.034)	0.035 (0.031-0.038)	0.039 (0.035-0.043)	0.042 (0.038-0.046)
10-day	0.009 (0.009-0.010)	0.012 (0.011-0.013)	0.015 (0.013-0.016)	0.017 (0.015-0.018)	0.020 (0.018-0.021)	0.022 (0.020-0.024)	0.024 (0.022-0.026)	0.026 (0.024-0.029)	0.029 (0.026-0.032)	0.031 (0.028-0.034)
20-day	0.006 (0.006-0.007)	0.008 (0.007-0.008)	0.009 (0.009-0.010)	0.011 (0.010-0.011)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)	0.015 (0.014-0.017)	0.017 (0.015-0.018)	0.017 (0.016-0.019)
30-day	0.005 (0.004-0.005)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.008-0.009)	0.010 (0.009-0.010)	0.011 (0.010-0.011)	0.011 (0.010-0.012)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)
45-day	0.004 (0.003-0.004)	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.010 (0.009-0.011)	0.011 (0.010-0.012)	0.011 (0.010-0.012)
60-day	0.003 (0.003-0.004)	0.004 (0.004-0.004)	0.005 (0.005-0.005)	0.006 (0.005-0.006)	0.006 (0.006-0.007)	0.007 (0.007-0.008)	0.008 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.009 (0.008-0.010)

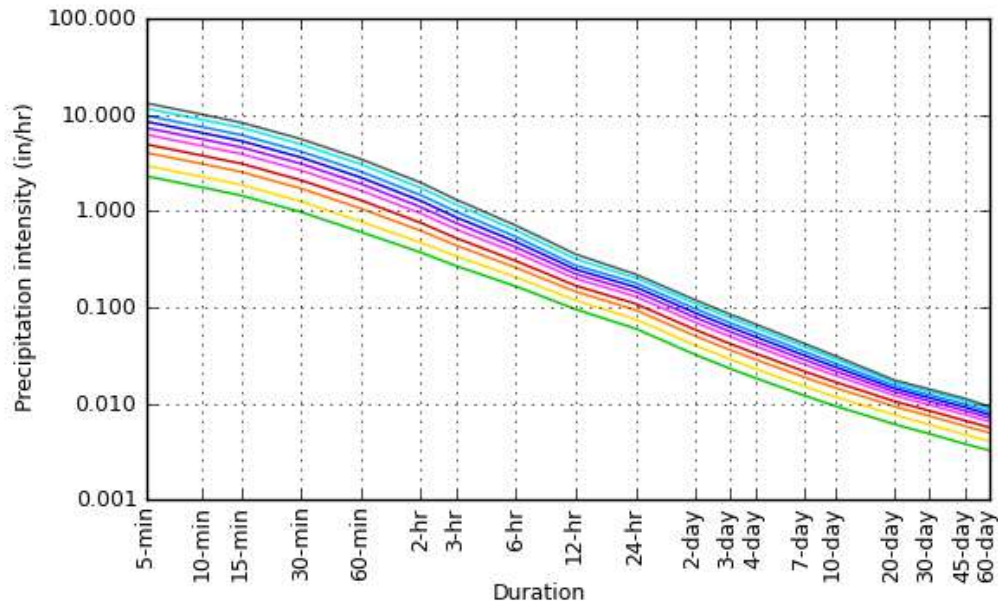
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

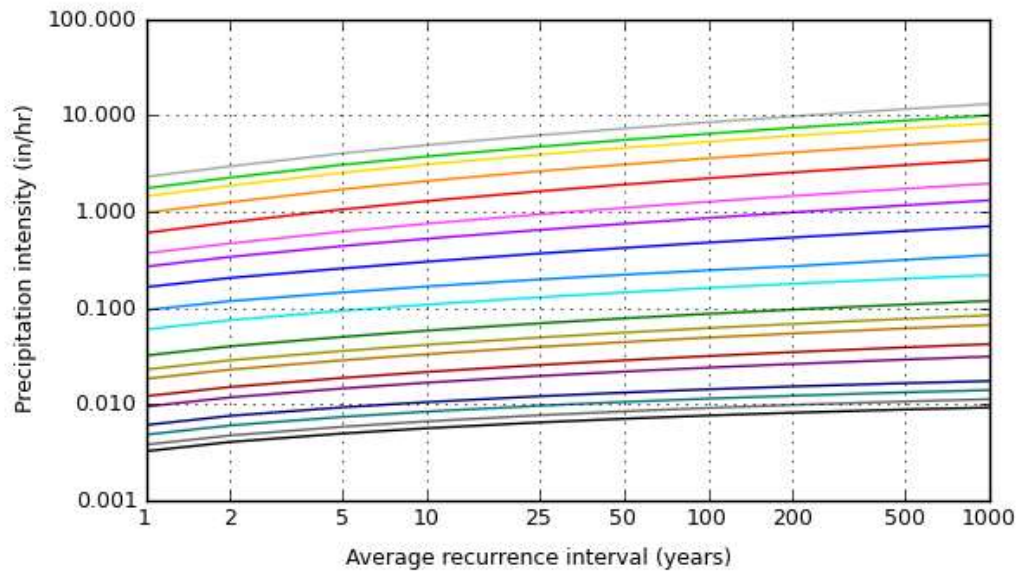
PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 34.5725°, Longitude: -111.8855°



Average recurrence interval (years)
1
2
5
10
25
50
100
200
500
1000



Duration	
5-min	2-day
10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

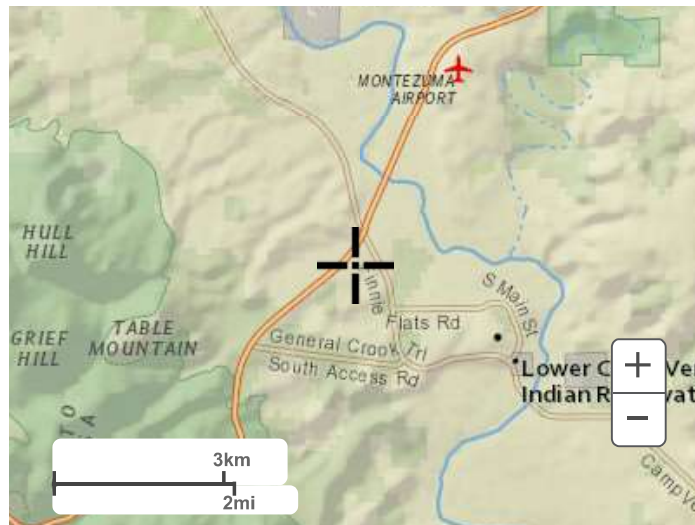
NOAA Atlas 14, Volume 1, Version 5

Created (GMT): Fri Mar 18 22:55:30 2022

[Back to Top](#)

Maps & aeriels

Small scale terrain



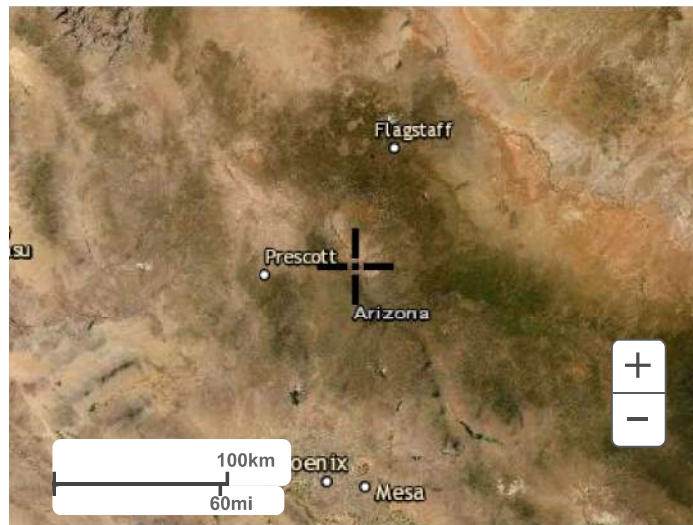
Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

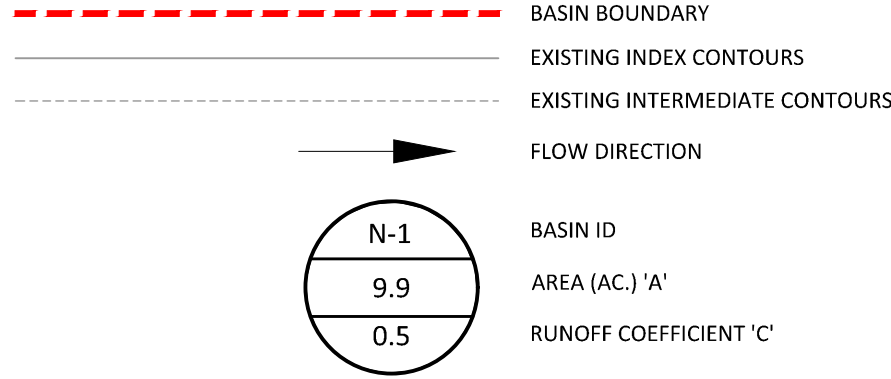
[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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FILE: P:\2024\24267\ENGINEERING\DRAINAGE\21157\24267 - PREDEVELOPED.DWG EMETZ

PLOTTED: Nov 19, 2024-2:33pm

LEGEND



PREDEVELOPMENT PEAK DISCHARGES				
BASIN	INTERVAL (YR)			
	2	10	25	100
	INTENSITY (IN/HR) i			
	2.26	3.76	4.73	6.46
	PEAK DISCHARGE (CFS) Q=CiA			
RVS	33.4	55.6	70	95.5
SS	10.2	16.9	21.3	29.1
TSC	8.1	13.4	16.9	23.1
UPS	9.2	15.3	19.3	26.4
N-1	11.2	18.6	23.4	32
N-2	10.2	16.9	21.3	29.1
S-1	30.5	50.8	63.9	87.2
S-2	8.8	14.7	18.4	25.2



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SEDONA, AZ 86336
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BIDDING OR RECORDING

VERDE COMMERCIAL SUBDIVISION
PREDEVELOPMENT
DRAINAGE BASIN MAP
TOWN OF CAMP VERDE
YAVAPAI COUNTY

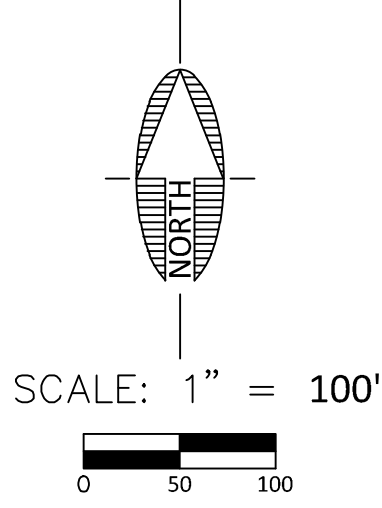
JOB NO.:	224267
DESIGN BY:	JTL
DRAWN BY:	EGM
CHECKED:	JTL
DATE:	NOVEMBER 2024

DWG. PRE	SHEET 1	OF 1
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Contact Arizona 811 at least two full working days before you begin excavation

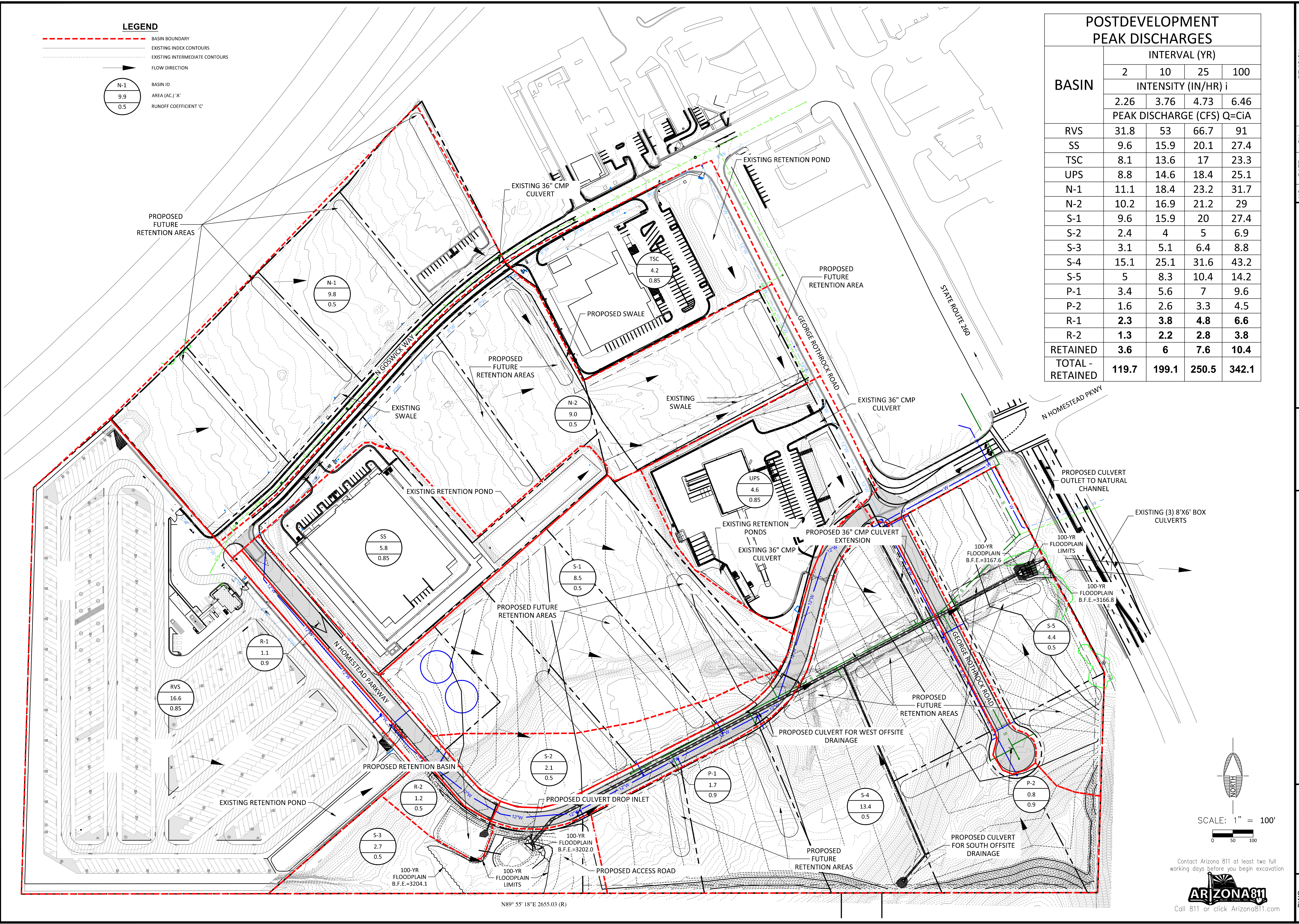


Call 811 or click Arizona811.com



N89° 55' 18"E 2655.03 (R)

FILE: P:\2024\24267\ENGINEERING\DRAINAGE\21157\24267 - POSTDEVELOPED.DWG EMEITZ
PLOTTED: Jun 27, 2025 12:53pm



POSTDEVELOPMENT PEAK DISCHARGES				
BASIN	INTERVAL (YR)			
	2	10	25	100
	INTENSITY (IN/HR) i			
	2.26	3.76	4.73	6.46
PEAK DISCHARGE (CFS) Q=CiA				
RVS	31.8	53	66.7	91
SS	9.6	15.9	20.1	27.4
TSC	8.1	13.6	17	23.3
UPS	8.8	14.6	18.4	25.1
N-1	11.1	18.4	23.2	31.7
N-2	10.2	16.9	21.2	29
S-1	9.6	15.9	20	27.4
S-2	2.4	4	5	6.9
S-3	3.1	5.1	6.4	8.8
S-4	15.1	25.1	31.6	43.2
S-5	5	8.3	10.4	14.2
P-1	3.4	5.6	7	9.6
P-2	1.6	2.6	3.3	4.5
R-1	2.3	3.8	4.8	6.6
R-2	1.3	2.2	2.8	3.8
RETAINED	3.6	6	7.6	10.4
TOTAL - RETAINED	119.7	199.1	250.5	342.1

VERDE COMMERCIAL SUBDIVISION
POSTDEVELOPMENT
DRAINAGE BASIN MAP

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DWG. POST SHEET 1 OF 1

JOB NO.: 224267
DESIGN BY: JTL
DRAWN BY: EGM
CHECKED: JTL
DATE: JUNE 2025

TOWN OF CAMP VERDE
YAVAPAI COUNTY

#Line	Pipe	From	To	3D Length - Center to Center (ft)	Known Q (cu. ft/sec)	Total Q (cu. ft/sec)	Pipe Dia. (ft)	Full Q (cu. ft/sec)	Velocity Full (ft/s)	Velocity Design (ft/s)	Sec Time (min)	Invert Elevation U/S (ft)	Invert Elevation D/S (ft)	Crown Drop (ft)	Slope
1	M-4	M-3	M-O	263.251	0	394	7	543.686	14.127	15.385	0.285	3168.449	3163	N/A	2.07%
2	M-3	M-2	M-3	225.598	0	394	7	730.172	18.973	19.32	0.195	3176.868	3168.449	N/A	3.73%
3	M-2	M-1	M-2	812.207	0	394	7	506.585	13.163	14.537	0.931	3191.465	3176.868	N/A	1.80%
4	M-1	M-I	M-1	69.887	394	394	7	560.131	14.555	15.752	0.074	3193	3191.465	N/A	2.20%

#Line	Struct. ID	D (ft)	Q (cu. ft/sec)	L (ft)	V (ft/s)	d (ft)	dc (ft)	v^2/2g (ft)	EGLo (ft)	HGLo (ft)	Sf	Total Pipe Loss (ft)	EGLi (ft)	HGLi (ft)	Ea (ft)	EGLa (ft)	U/S TOC (ft)	Surface Elev. (ft)
0	M-O							0	0	0							3170	3171.667
1	M-3	7	394	263.251	15.385	4.42	5.232	3.68	3171.1	3167.42	0	0	3176.55	3172.869	8.67	3177.119	3175.449	3175.982
2	M-2	7	394	225.598	19.32	3.665	5.232	5.803	3177.771	3176.141	0.011	0	3186.335	3180.532	9.468	3186.335	3183.868	3184.494
3	M-1	7	394	812.207	14.537	4.644	5.232	3.286	3186.987	3185.358	0.011	0	3199.394	3196.108	9.005	3200.469	3198.465	3198.998
4	M-I	7	394	69.887	10.238	7	n/a	1.63	3201.121	3199.491	0.011	0.761	3201.882	3200.253	9.208	3202.208	---	3201.667

#Line	Struct. ID	Exit Ho (ft)	Hf (ft)	Hb (ft)	Hc (ft)	He (ft)	Hj (ft)	Total (ft)	Ei (ft)	γ*(P/γ)	DI	Eai (ft)	CB	C·theta	Cp	Ha (ft)	Ea (ft)
0	M-O																
1	M-3	0	0	0	0	0	0	0	8.1	4.42	0.682	8.67	0	0	0	0	8.67
2	M-2	0.652	0	0	0	0	0	0	9.468	3.665	0.682	8.67	0	0	0	0	9.468
3	M-1	0.652	0	0	0	0	0	0	7.929	4.644	0.682	8.67	0	0.452	0	0.335	9.005
4	M-I	0.652	0.761	0	0	0	0	0.761	8.882	7.253	0.682	9.208	0	0	0	0	9.208

Culvert Calculator Report

MAIN CHANNEL

Solve For: Headwater Elevation

Culvert Summary

Allowable HW Elevation	0.00 ft	Headwater Depth/Height	1.29
Computed Headwater Elev.	3,202.03 ft	Discharge	394.00 cfs
Inlet Control HW Elev.	3,201.70 ft	Tailwater Elevation	0.00 ft
Outlet Control HW Elev.	3,202.03 ft	Control Type	Entrance Control

Grades

Upstream Invert	3,193.00 ft	Downstream Invert	3,163.00 ft
Length	1,400.00 ft	Constructed Slope	0.022143 ft/ft

Hydraulic Profile

Profile	S2	Depth, Downstream	4.59 ft
Slope Type	Steep	Normal Depth	4.59 ft
Flow Regime	Supercritical	Critical Depth	5.23 ft
Velocity Downstream	14.74 ft/s	Critical Slope	0.015723 ft/ft

Section

Section Shape	Circular	Mannings Coefficient	0.024
Section Material	CMP	Span	7.00 ft
Section Size	84 inch	Rise	7.00 ft
Number Sections	1		

Outlet Control Properties

Outlet Control HW Elev.	3,202.03 ft	Upstream Velocity Head	2.54 ft
Ke	0.50	Entrance Loss	1.27 ft

Inlet Control Properties

Inlet Control HW Elev.	3,201.70 ft	Flow Control	Transition
Inlet Type	Headwall	Area Full	38.5 ft²
K	0.00780	HDS 5 Chart	2
M	2.00000	HDS 5 Scale	1
C	0.03790	Equation Form	1
Y	0.69000		

Culvert Calculator Report

36" South

Solve For: Headwater Elevation

Culvert Summary

Allowable HW Elevation	0.00 ft	Headwater Depth/Height	1.59
Computed Headwater Elev.	3,193.76 ft	Discharge	60.00 cfs
Inlet Control HW Elev.	3,193.76 ft	Tailwater Elevation	0.00 ft
Outlet Control HW Elev.	3,193.57 ft	Control Type	Inlet Control

Grades

Upstream Invert	3,189.00 ft	Downstream Invert	3,175.00 ft
Length	580.00 ft	Constructed Slope	0.024138 ft/ft

Hydraulic Profile

Profile	M2	Depth, Downstream	2.50 ft
Slope Type	Mild	Normal Depth	2.72 ft
Flow Regime	Subcritical	Critical Depth	2.50 ft
Velocity Downstream	9.53 ft/s	Critical Slope	0.026771 ft/ft

Section

Section Shape	Circular	Mannings Coefficient	0.024
Section Material	CMP	Span	3.00 ft
Section Size	36 inch	Rise	3.00 ft
Number Sections	1		

Outlet Control Properties

Outlet Control HW Elev.	3,193.57 ft	Upstream Velocity Head	1.23 ft
Ke	0.50	Entrance Loss	0.62 ft

Inlet Control Properties

Inlet Control HW Elev.	3,193.76 ft	Flow Control	Submerged
Inlet Type	Headwall	Area Full	7.1 ft ²
K	0.00780	HDS 5 Chart	2
M	2.00000	HDS 5 Scale	1
C	0.03790	Equation Form	1
Y	0.69000		

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
1	6085	PF 1	394.00	3201.30	3204.10	3204.01	3204.30	0.039801	3.91	114.66	192.56	0.82
1	5950	PF 1	394.00	3199.30	3201.28		3201.39	0.013391	2.92	149.99	159.34	0.51
1	5876	PF 1	394.00	3198.80	3200.37		3200.49	0.011217	3.16	158.91	225.56	0.56
1	5808	PF 1	394.00	3198.10	3199.89		3199.96	0.005303	2.44	203.13	216.06	0.39
1	5616	PF 1	394.00	3196.80	3197.87		3198.06	0.027938	3.51	112.45	173.26	0.80
1	5378	PF 1	394.00	3193.30	3195.08		3195.20	0.007260	2.80	146.06	135.31	0.46
1	5237	PF 1	394.00	3191.00	3192.69	3192.69	3193.18	0.037757	5.64	69.89	72.28	1.01
1	5182	PF 1	394.00	3180.00	3187.10		3187.28	0.001486	3.59	122.82	31.46	0.31
1	5049	PF 1	394.00	3181.10	3185.60	3185.60	3186.72	0.020455	8.51	46.30	20.60	1.00
1	4897	PF 1	394.00	3174.90	3180.48	3180.48	3181.98	0.019981	10.00	42.21	14.90	0.96
1	4825	PF 1	394.00	3172.60	3177.20	3177.20	3178.57	0.010427	9.44	43.55	16.53	0.99
1	4760	PF 1	394.00	3171.80	3175.79	3175.79	3177.01	0.010949	8.87	44.77	19.29	1.00
1	4566	PF 1	394.00	3169.90	3172.80	3172.80	3173.70	0.011378	7.61	51.80	29.19	1.01
1	4422	PF 1	394.00	3167.20	3170.44	3170.44	3171.37	0.019233	7.75	51.22	28.23	1.00
1	4366	PF 1	394.00	3166.10	3169.23	3169.23	3169.96	0.015305	7.54	67.53	44.04	0.90
1	4285	PF 1	394.00	3164.10	3167.59		3168.10	0.009345	5.77	69.83	36.64	0.71
1	4240	PF 1	394.00	3163.20	3166.81	3166.81	3167.47	0.022147	6.54	61.01	47.26	1.01

UTILITIES/SERVICES

CAMP VERDE WATER DIVISION
(928) 554-0850

CAMP VERDE WASTEWATER DIVISION
(928) 554-0850

APS
(602) 371-7171

COPPER CANYON FIRE AND MEDICAL DISTRICT
(928) 567-9401

UNISOURCE
(928) 203-1270

LUMEN TECHNOLOGIES (CENTURY LINK)
(855) 528-1981

SURVEY CONTROL

SURVEY INFORMATION FROM HERITAGE LAND SURVEYING & MAPPING INC., JOB
NO: 21-09081, SEALED BY SHANE M. NAUERT ON 10/26/2021

POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
2000	1300448.9601	709235.3457	3211.9	ADOT ALUMINUM CAP IN CONCRETE
2001	1300330.3420	709139.1469	3220.1	ADOT ALUMINUM CAP IN CONCRETE
2002	1300112.1241	708916.8659	3223.6	ADOT ALUMINUM CAP IN CONCRETE
2003	1299480.7005	710453.4800	3187.4	ADOT ALUMINUM CAP IN CONCRETE

LEGEND

---	PARCEL BOUNDARIES
---	EXISTING INDEX CONTOURS
---	EXISTING INTERMEDIATE CONTOURS
---	PROPOSED INDEX CONTOURS
---	PROPOSED INTERMEDIATE CONTOURS
---	EXISTING SEWER LINE
---	PROPOSED SEWER LINE
---	EXISTING WATER LINE
---	PROPOSED WATER LINE
---	EXISTING STORM DRAIN PIPE
---	PROPOSED STORM DRAIN PIPE
---	ASPHALT
---	EXISTING SEWER MANHOLE
---	PROPOSED SEWER MANHOLE
---	EXISTING FIRE HYDRANT
---	EXISTING WATER VALVE
---	PROPOSED FIRE HYDRANT
---	PROPOSED WATER VALVE

Sheet List Table

Sheet Number	Sheet Title
C1	COVER
C2	GENERAL NOTES
C3	CV DETAILS
C4	CV DETAILS
C5	OVERALL SITE PLAN
C6	GEORGE ROTHROCK PLAN AND PROFILE
C7	GEORGE ROTHROCK PLAN AND PROFILE
C8	HOMESTEAD PLAN AND PROFILE
C9	HOMESTEAD PLAN AND PROFILE
C10	HOMESTEAD PLAN AND PROFILE
C11	HOMESTEAD PLAN AND PROFILE
C12	HOMESTEAD PLAN AND PROFILE
C13	STORM+SANITARY SEWER PLAN AND PROFILE
C14	STORM+SANITARY SEWER PLAN AND PROFILE
C15	STORM SEWER LATERAL PLAN AND PROFILE
C16	STORM SEWER INLET+OUTLET DETAILS
C17	EROSION CONTROL NOTES
C18	EROSION CONTROL PLAN

APPROVALS

APPROVED:

PUBLIC WORKS DEPARTMENT _____ DATE _____

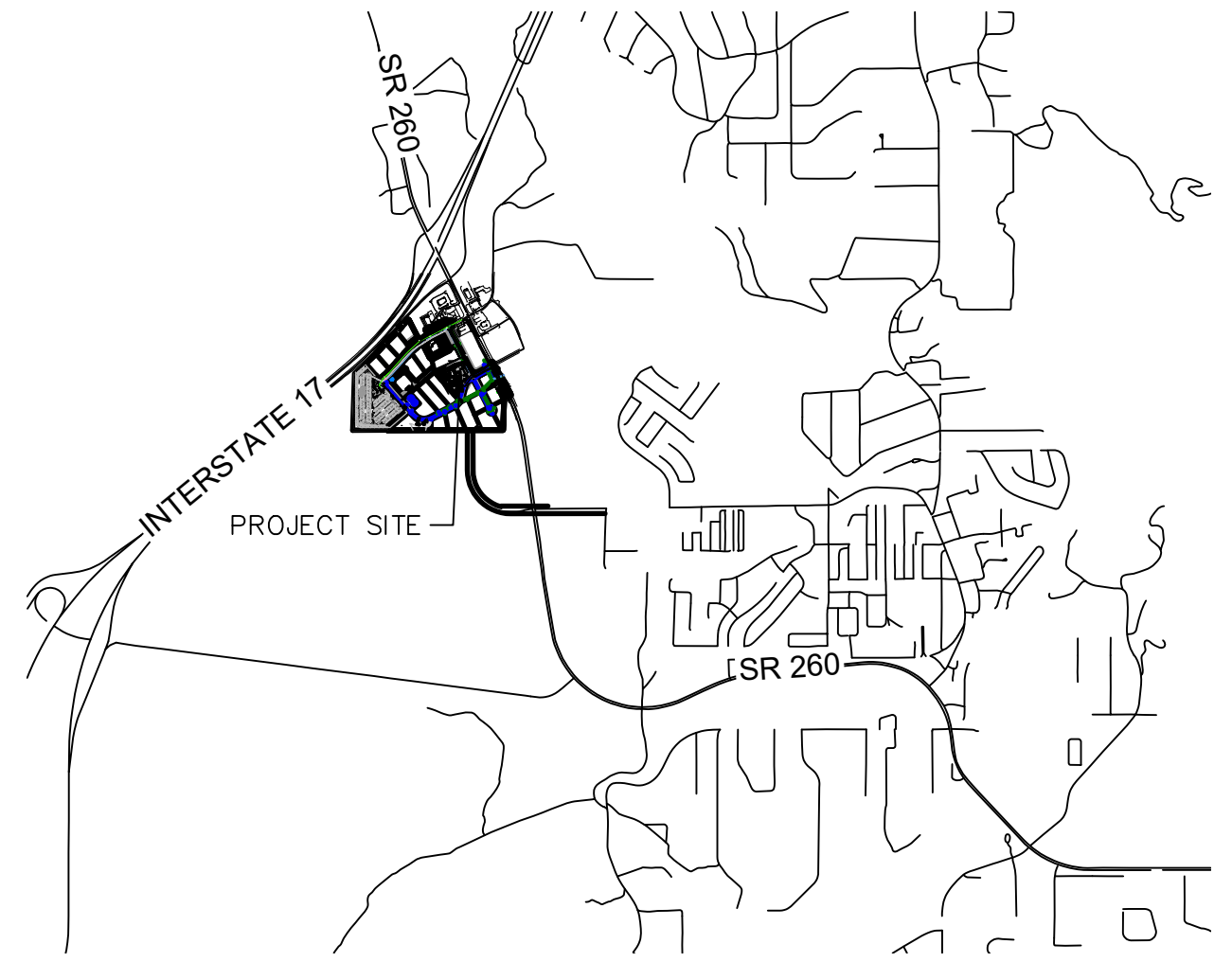
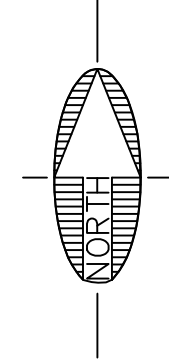
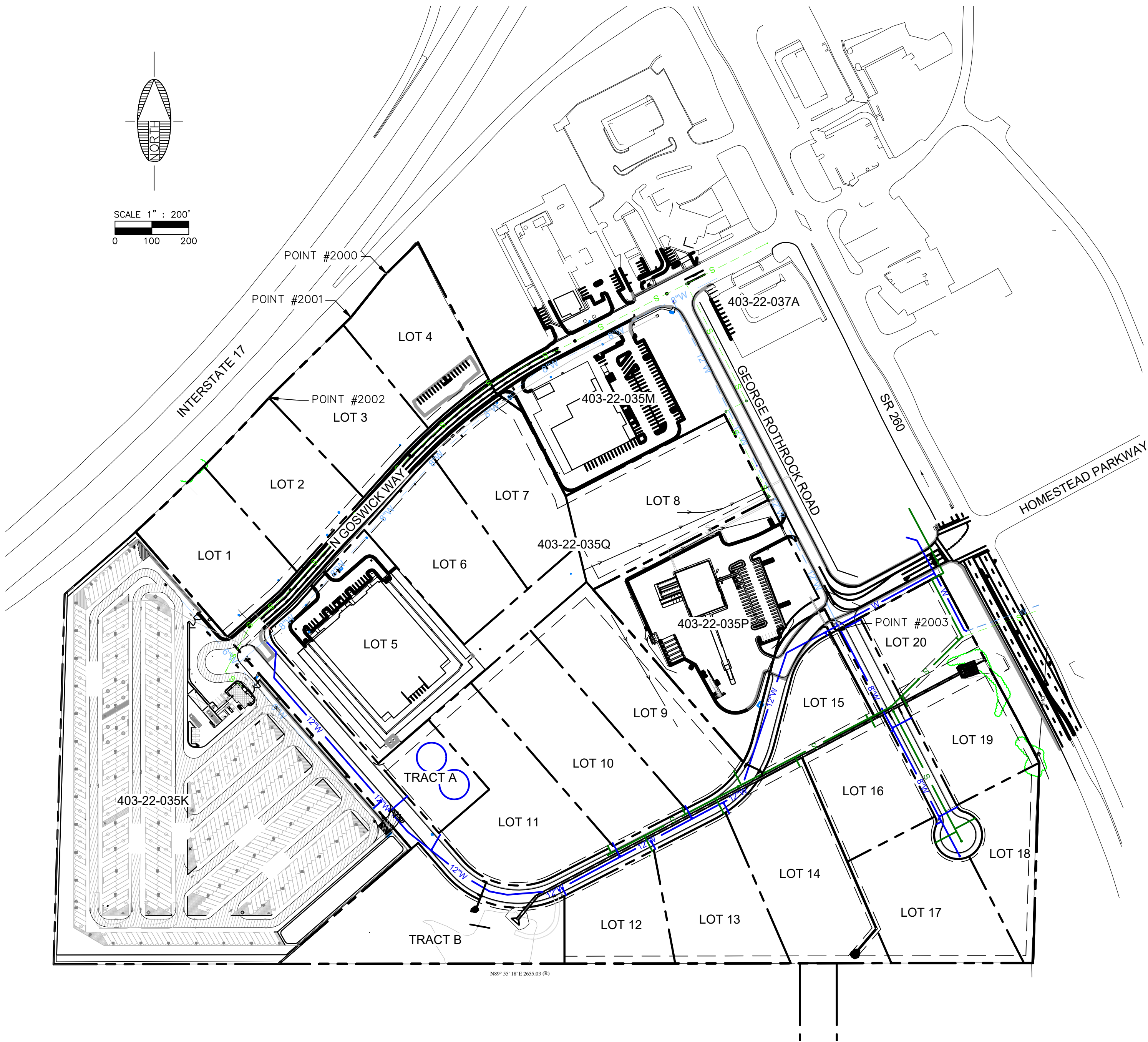
APPROVED:

UTILITY DEPARTMENT _____ DATE _____

CONSTRUCTION PLANS TO ACCOMPANY FINAL PLAT VERDE COMMERCIAL SUBDIVISION

TOWN OF CAMP VERDE, ARIZONA

A PORTION OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 4 EAST
GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA
APN: 403-22-035Q



VICINITY MAP
NO SCALE

QUANTITIES

201	SAWCUT, REMOVE AND DISPOSE EXISTING PAVEMENT PER MAG SPEC 350	300	LF
202	SAWCUT, REMOVE AND DISPOSE EXISTING CURB AND GUTTER PER MAG SPEC 350	50	LF
203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	12100	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	6000	LF
205	CONSTRUCT ROLL CURB AND GUTTER TYPE 'C' PER MAG DTL 220-1	20	LF
206	CONSTRUCT CURB TRANSITION PER MAG DTL 221	2	EA
207	CONSTRUCT DRIVEWAY ENTRANCE PER MAG DTL 250-2	1	EA
208	INSTALL SURVEY MARKER TYPE 'B' PER MAG DTL 120	7	EA
301	INSTALL 12" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103CV WITH TRACER WIRE PER TOCV STD DTL 319CV	2300	LF
302	CONSTRUCT FIRE HYDRANT PER TOCV DTL 360CV	2	EA
303	INSTALL 6" (D.I.P. CLASS 350) WATER SERVICE STUB WITH 12"x12"6" TEE, VALVE AND BOX PER TOCV STD DTL 390CV2	13	EA
304	INSTALL 12" TO 8" REDUCER	2	EA
305	INSTALL 12"x12"x12" TEE, BLOCKING PER TOCV STD DTL 380CV	1	EA
307	INSTALL 12" GATE VALVE, BOX, AND COVER, ADJUST BOX AND COVER TO FINISHED GRADE PER TOCV STD DTL 391CV, BLOCKING PER TOCV STD DTL 301CV	4	EA
308	INSTALL END OF LINE BLOWOFF PER TOCV DTL 390CV-2	2	EA
310	INSTALL 11.25 DEGREE BEND	2	EA
311	INSTALL 22.5 DEGREE BEND	3	EA
312	INSTALL 45 DEGREE BEND	4	EA
313	CONNECT TO EXISTING WATERLINE	2	EA
314	INSTALL 8" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103CV WITH TRACER WIRE PER TOCV STD DTL 319CV	700	LF
401	INSTALL 8" PVC (SDR 26) SEWER LINE PER TOCV STD DTL 104CV WITH TRACER WIRE PER TOCV STD DTL 200CV	1600	LF
402	CONSTRUCT 60" CONCRETE SANITARY SEWER MANHOLE PER TOCV DTL STD DTL 420CV-1 WITH 30" COVER PER TOCV STD DTL 423CV AND CONCRETE COLLAR PER TOCV STD DTL 422CV-1	4	EA
403	CONSTRUCT 60" CONCRETE SANITARY SEWER MANHOLE PER TOCV DTL STD DTL 420CV-1 WITH DROP SEWER CONNECTION PER TOCV STD DTL 426CV, 30" COVER PER TOCV STD DTL 423CV AND CONCRETE COLLAR PER TOCV STD DTL 422CV-1	2	EA
404	INSTALL 6" PVC (SDR 26) SEWER SERVICE LATERAL PER MAG SPEC 615 AND 738 WITH TRACER WIRE PER TOWN OF CAMP VERDE REQUIREMENTS	12	EA
406	CONNECT TO EXISTING SEWER MANHOLE	1	EA
501	CONSTRUCT CONCRETE HEADWALL PER M.A.G. DTL 501-3	2	EA
502	CONSTRUCT CONCRETE HEADWALL PER M.A.G. DTL 501-5	1	EA
503	CONSTRUCT CATCH BASIN TYPE 'E' PER M.A.G. DTL 534	2	EA
504	CONSTRUCT CATCH BASIN TYPE 'D' PER M.A.G. DTL 535	5	EA
505	CONSTRUCT 36" CMP STORM DRAIN RISER PER DETAIL '1' ON SHEET 'C2'	5	EA
506	INSTALL 18" CMP PER M.A.G. SPEC 618 AND 760	180	LF
507	INSTALL 36" CMP PER M.A.G. SPEC 618 AND 760	740	LF
508	INSTALL 84" CMP PER M.A.G. SPEC 618 AND 760	1400	LF
509	INSTALL 12'X6'X12" GABION MATTRESS PER MANUFACTURERS RECOMMENDATIONS	16	EA
510	INSTALL 3'X3'X3' GABION BASKET ENERGY DISIPATORS PER MANUFACTURERS RECOMMENDATIONS	9	EA
511	INSTALL RIP-RAP 12" THICK, D50=6" WITH FILTER FABRIC	400	SY
512	INSTALL RIP-RAP 24" THICK, D50=12" WITH FILTER FABRIC	150	SY
513	INSTALL 4" NDS ATRIUM GRATE PER MANUFACTURERS RECOMMENDATIONS	1	EA
514	INSTALL 4" PVC STORM DRAIN PER MAG SPEC 618 AND 738	50	LF
515	CONSTRUCT 48" STORM DRAIN MANHOLE BASE AND SHAFT PER MAG DTL 520 AND 522	1	EA

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA 811
Call 811 or click Arizona811.com

DWG.	C1	SHEET	1	OF	18	JOB NO.: 224267	DESIGN BY: JTL	EGM	JTL	DATE: JUNE 2025	YAVAPAI COUNTY	TOWN OF CAMP VERDE	VERDE COMMERCIAL SUBDIVISION FINAL PLAT CONSTRUCTION PLANS COVER	 COLLABORATE. INNOVATE. CREATE.		O: 928.282.1061 1250 E SR 89A COTTONWOOD, AZ 86326 www.ardurra.com	REVISION	BY	DATE	NO.

[illegible][illegible]

RESTRAINED LENGTHS, LR, FOR DUCTILE IRON PIPE															VALVES & DEAD ENDS	
NOMINAL PIPE SIZE INCHES	HORIZONTAL BENDS					TEES		VERTICAL OFFSETS								
								90° BEND FITTINGS				45° BEND FITTINGS				
	90°	45°	22-1/2°	LR	LR+1/2"	DOWN	UP	DOWN	UP	DOWN	UP	DOWN	UP	DOWN	UP	
4	18	7	4	30	8	31	18	13	7	6	3	31	18	13	7	
6	25	10	5	40	10	43	25	18	10	8	5	44	25	18	10	
8	32	13	6	56	14	56	32	24	13	11	6	58	32	24	11	
10	38	16	8	68	16	68	38	29	16	14	8	69	38	29	16	
12	45	19	9	80	19	80	45	35	19	16	9	81	45	35	19	
14	51	21	10	91	21	91	51	40	21	18	10	92	51	40	21	
16	57	24	11	103	24	103	57	43	24	21	11	104	57	43	24	
18	62	26	12	113	26	113	62	48	26	23	12	115	62	26	12	
20	68	29	13	125	29	125	68	52	29	25	14	126	68	29	13	
24	79	33	16	145	33	147	79	61	33	29	16	147	79	33	16	

RESTRAINED LENGTHS, LR, FOR DUCTILE IRON PIPE WITH POLYETHYLENE WRAP OR PVC															VALVES & DEAD ENDS	
NOMINAL PIPE SIZE INCHES	HORIZONTAL BENDS					TEES		VERTICAL OFFSETS								
								90° BEND FITTINGS				45° BEND FITTINGS				
	90°	45°	22-1/2°	LR	LR+1/2"	DOWN	UP	DOWN	UP	DOWN	UP	DOWN	UP	DOWN	UP	
4	26	11	5	69	18	72	26	20	11	14	5	72	26	20	11	
6	36	15	7	98	27	102	36	28	14	18	7	102	36	28	14	
8	47	19	9	130	37	135	47	37	18	20	9	133	47	37	18	
10	56	23	11	157	45	160	56	46	23	24	11	159	56	46	23	
12	65	27	13	185	53	190	65	53	27	28	13	187	65	53	27	
14	74	31	15	211	61	216	74	61	31	33	15	214	74	61	31	
16	82	35	17	239	69	245	82	69	35	37	17	242	82	69	35	
18	90	37	18	263	207	266	90	110	38	40	18	266	90	38	40	
20	98	41	20	289	233	290	98	121	42	44	20	292	98	41	20	
24	113	47	22	337	280	340	113	141	47	47	22	340	113	47	22	

NOTES:

- ALL JOINTS WITH THE SPECIFIED LENGTH WILL BE RESTRAINED. ALL LENGTHS ARE GIVEN IN FEET.
- THE MAXIMUM TIE FORCE SHALL NOT EXCEED 50 PSI.
- THE MINIMUM DEPTH OF BURIAL SHALL BE 40" FOR PIPE 6" OR LESS, 4' TO TOP FOR PIPE 12" AND ABOVE.



CAMP WORLD
TOVC STANDARD
DETAIL

JOINT RESTRAINT FOR DUCTILE IRON, POLYETHYLENE WRAPPED DUCTILE IRON AND PVC WATER PIPES

REVISED: 04/1/2023
303C-V-2

DRAWN BY: 303C-V-2

[illegible]

1. 3" MIN ASPHALTIC CONCRETE (AC) PATCH OR MATCH EX AC THICKNESS (WHICHEVER IS GREATER). SEE SHOULDER NOTE BELOW
 2. 1-SACK "DRY" COMPATIBLE SLURRY PLACED AND COMPACTED IN 12" MAX UNIFORM LIFTS FROM TOP OF BEDDING TO THE SURFACE (TYP). SEE NOTES 2, 3, & 4.
 3. 6" MIN OR 1 PIPE DIAMETER (WHICHEVER IS GREATER)
 4. BEDDING AS REQUIRED BY UTILITY (NO PEA GRAVEL OR CHIPS).
 5. 6" MIN
 6. 6" MIN
 7. 6" MIN
 8. 12"
 9. 12"
 10. EX ASPHALT
 11. EX ROAD-BASE
 12. EX ASPHALT
 13. EX ROAD-BASE
 14. 12"
 15. 12"
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PRESSURIZED MAN

COOPER SERVICE

TRACER WIRE INSIDE WATER BOWALL OR CLEANOUT

PLACE DETECTABLE WARNING TAPE AROUND SHADING MATERIAL, COMPACT

TRACER WIRE

12"

1/2" LIFT

SECT. A-A

NOTES:

1. TRACER WIRE SHALL BE REQUIRED FOR ALL PRESSURE PIPE INSTALLATION AS INDICATED ON OUR STANDARD DETAILS.
2. TRACER WIRE SHALL BE #12 AND INSULATED 30 MIL. WIRE INSULATION.
3. FINAL CONTRACTY TESTING FOR ACCEPTANCE OF TRACER WIRE SHALL BE MADE AT PROJECT COMPLETION PRIOR TO PAVING.
4. WIRE IS TO BE ATTACHED TO ALL APPURTENANCES.
5. THIS DETAIL SHALL BE PLACED AT 10' CENTER OF PIPE AND SECURED BY TAP AT A MINIMUM OF 6' INTERVALS.
6. THIS DETAIL DOES NOT PRETEND TO BE A GUIDE FOR THE TRACER WIRE STATION SHALL BE USED AT ALL FIRE HYDRANTS.
7. TRACER WIRE SHALL BE PLACED AT 10' CENTER OF MAIN FORCE MAIN CLEANOUTS, FORCE MAIN VALVE LOCATIONS AND LOW PRESSURE SEWER MANHOLE LOCATIONS.

DETECTABLE TAPE SHALL BE:

1. PROLINE SAFETY PRODUCTS OR HYTECH DETECTABLE TAPE (UNDERGROUND WARNING TAPE); NO EXCEPTIONS.
2. 3 INCHES IN WIDTH
3. 5 MIL. OVERALL THICKNESS WITH A .35 MIL. SOLID ALUMINUM FOLIO CORE.
4. LETTERED WITH A MINIMUM OF 2" HIGH.
5. COLOR CODED FOR SPECIFIC UTILITY, WATER, BLUE, SANITARY SEWER, GREEN, LANDSCAPE WATER, PURPLE.

IN ACCORDANCE WITH APWA UNIFORM COLOR CODE.

TOCV STANDARD TOWN OF

DETAIL

TRACER WIRE AND DETECTABLE WARNING TAPE

REVISION: 01/11/2023

DETAIL NO: 319VC

Comp Verde

29. ALIGNMENT AND GRADE STAKING WILL BE OFFSET TEN FEET (10') AND SET EVERY FIFTY FEET ALONG THE PIPE LINE. IN ADDITION, STAKING WILL BE PROVIDED AT ANY CHANGE IN DIRECTION, ANY FITTING AND VALVES, AND CHANGES IN SIZE OF THE LINE. STAKING WILL SHOW DIT TO FLOWLINE FOR PURPOSES OF INSTALLATION. GRADE SHALL NOT DEVIATE BY (2). ALIGNMENT SHALL NOT DEVIATE BY (2). FINISH GRADE STAKES WILL BE PLACED AT ALL GROUND LEVEL APPROPRIANCES SUCH AS METERS, BLOW-OFFS, AIR RELEASE VALVES, AND FIRE HYDRANTS. 30. PIPE LINES WILL NOT BE INSTALLED MORE THAN SEVENTY TWO INCHES (72") DEEP. 31. ALL SERVICE AND METER INSTALLATION SHALL CONFORM TO TOWN OF CAMP VERDE CDDO AND AWWA STANDARDS C800 WITH THE PRESSURE AND LEAKAGE TEST BEING PERFORMED AT 200 PSI. 32. ALL WATER MAIN VALVES SHALL CONFORM TO AWWA C200 STANDARD CAPABLE OF FUNCTIONING WITH A MINIMUM WORKING PRESSURE OF 200 PSI. 33. ALL WATER MAIN VALVES SHALL BE BASICALLY METERS SPECIFIED BY THE TOWN OF CAMP VERDE. EACH METER SHALL HAVE A SEPARATE SERVICE. ALL NEW CONSTRUCTION THAT CROSS THE EXPANSE OF A ROADWAY WILL BE SEATED WITH A MINIMUM OF 4" SDR 35 PVC PIPE. 34. ALL METERS INSTALLED WILL BE REQUIRED TO HAVE A TEMPORARY 60% BACKFLOW ASSEMBLY INSTALLED PRIOR TO THE POINT OF USE. THIS ASSEMBLY MUST BE TESTED TO VERIFY CORRECT OPERATION BEFORE THE WATER CAN BE USED FOR CONSTRUCTION. ALL NON-RESIDENTIAL SERVICES AND METERS REQUIRE THE PERMANENT INSTALLATION OF A 60% BACKFLOW ASSEMBLY. RESIDENTIAL SERVICES AND METERS REQUIRE THE PERMANENT INSTALLATION OF A REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER ASSEMBLY IF AN ALTERNATE WATER SUPPLY IS LOCATED ON THE LOT THAT THE WATER SERVICE IS PROVIDING.		
 TOCV STANDARD DETAIL	WATER PLAN GENERAL NOTES	REVISED: 4/11/2023 DETAIL No.: 103CV-3

NOTES:

1. REFER TO TOWN OF CAMP VERDE UTILITIES DEPARTMENT FOR VALVE BOX, COVER AND VALVE STANDER REQUIREMENTS.
2. ALL BOLTS AND JOINTS SHALL BE FREE AND CLEAR OF CONCRETE.
3. PROTECT ALL CONCRETE CONTACT AREAS WITH 8 MI. SHEET PASTIC.
4. CLASS "B" CONCRETE AS PER MAG SECT. 725. FORM AS REQUIRED TO KEEP CLEAR OF JOINTS.

GATE VALVE

TCV STANDARD
DETAIL

VALVE BLOCKING

REVISED: 4/11/2023
DETAIL No: 301CV

PLAN

FLANGED X MJ TEE
FOR TODY STD DTI, 30"VCY

30" MIN

D.I. PIPE
FLANGE X MJ VALVE

WATER MAIN

PROFILE

HYDRANT BURY LINE SHALL BE AT FINISHED GRADE ± 1"

6" MAXIMUM BURY DEPTH

6" VALVE

TRACER WIRE

WATER MAIN

4"X6"X18" HAND PLACED SOLID CONCRETE BLOCK

ASTM C-33, 847 ROOK TRENCH WIDTH WITH MINIMUM 8 CUBIC FT. BELOW HYDRANT

NOTES:

1. ALL HYDRANTS WHICH ARE PRIVATELY MAINTAINED AND OWNED ARE TO BE PAINTED RED.
2. ALL HYDRANTS TO BE WATEROUS W/ 4" PLUMBER CONNECTION
3. HYDRANT LEADS SHALL HAVE NO HORIZONTAL BENDS.
4. FULLY RESTRAIN HYDRANT LEAD AND HYDRANT THRUST BLOCS ARE NOT ALLOWED.
5. SEE TODY STD DTI, 30"VCY FOR VERTICAL ADJUSTMENT
6. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE MANUFACTURED IN THE U.S.A.
7. 5/8" PUMPER CONNECTION TO FACE CURB.
8. MAXIMUM OF 1' HYDRANT EXTENSION, ORIGINAL MANUFACTURE.
9. WET BARREL HYDRANTS SHALL NOT BE ALLOWED.

TABLE 1 MINIMUM FIELD REQUIREMENTS			
PIPE MATERIAL LOCATION	TEST INTERVAL/VERTICAL	TEST INTERVAL/HORIZONTAL	TEST INTERVAL/AND APPROVED BY THE TOWN OF CARP VEHICLE ENGINEERING DEPARTMENT AND THE ENGINEER'S CERTIFICATE OF COMPLETION HAS BEEN FILED AND APPROVAL OF CONSTRUCTION HAS BEEN ISSUED BY THE TOWN OF CARP VEHICLE ENGINEERING DEPARTMENT
PIPE BEDDING BASE	TOP OF LIFT	EVERY 300' OR FLOOD (WHICHEVER IS LESS)	
PIPE BEDDING	TOP OF GROUND OR EVERY 12"	EVERY 300' OR FLOOD (WHICHEVER IS LESS)	
TESTING BACKFILL ABOVE BEDDING	EVERY 12" OF VERTICAL LIFT	EVERY 300' OR FLOOD (WHICHEVER IS LESS)	
* OR AS REQUIRED BY TOWN OF CARP VEHICLE			
15. WHERE CURBS ORTS OR DRAINAGE PIPES CROSS DRAINAGE SYSTEMS OR PRESSURE SYSTEMS, A MINIMUM OF TWO TESTED VERTICAL SEPARATION SHALL BE MAINTAINED			
16. WATER AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION. ALL DISTANCES ARE MEASURED			
17. WATER MAINS AND SEWER MAINS SHALL BE SEPARATED IN ORDER TO PROTECT PUBLIC WATER SYSTEMS FROM POSSIBLE CONTAMINATION PER MA6 STANDARD TABLE 40A			
18. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF A SEWER MANHOLE. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATER MAINS			
19. THE MINIMUM SEPARATION BETWEEN FORCE MAINS OR PRESSURE SYSTEMS AND SEWER MAINS SHALL BE TWO FEET VERTICALLY AND SIX FEET HORIZONTALLY UNDER ALL			
20. CONDITIONS. WHERE SEWER MAINS ARE LOCATED IN CLOSE PROXIMITY TO A WATER MAIN, THE SEWER MAIN SHALL BE PROTECTED BY AT LEAST TWO FEET OF			
21. CONCRETE OR CONSTRUCTED USING MECHANICAL JOINT DUCTILE IRON PIPE FOR FLOOD MAINS AT A DEPTH OF 10' OR GREATER AND ALL MANHOLES WITHIN AT LEAST 30' OF			
22. THE SEPARATION TO MAINTAIN A MINIMUM OF TWO FEET VERTICALLY AND SIX FEET HORIZONTALLY. ALL SEWER MAINS SHALL BE PROTECTED BY AT LEAST TWO FEET OF			
23. ALL MANHOLES SHALL BE 18" IN DIAMETER WITH 30" MINIMUM SINKS AND 18" MANHOLES AT A DEPTH OF 10' OR GREATER AND ALL MANHOLES WITHIN AT LEAST 30' OF			
24. ALL SEWER SERVICE LATERALS REQUIRED THE INSTALLATION OF A BACKSHEET VALVE AT OR AS CLOSE AS POSSIBLE TO THE BOUNDARY PERMITTER PER TOWN OF CARP VEHICLE			
25. ALL SEWER MANHOLE CONNECTIONS SHALL BE INSTALLED WITH A GASKET, SEALER, OR WATER STOP TO ENSURE THE BASE AND PIPER SECTION			
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TCOV STANDARD
DETAIL

WATER MAIN GENERAL NOTES

REVISED
4/1/2023

104CV-2

TOCV STANDARD DETAIL

JOINT RESTRAINT FOR DUCTILE IRON, POLYETHYLENE WRAPPED DUCTILE IRON AND PVC WATER PIPES

REVISIONS

DATE 4/1/2003

NO. 303CV-1

The diagram illustrates the placement of fire hydrants in different areas. It is divided into two main sections: 'PARKWAY AREA OR NO SIDEWALK' and 'AREA WITH SIDEWALK'.

PARKWAY AREA OR NO SIDEWALK: This section shows a hydrant located in a parkway area. Key dimensions include a minimum clearance of 4' from the curb and a maximum clearance of 6'. The hydrant must be located within an acceptable radius of 20' or more from the curb. The diagram also shows the hydrant's location relative to the property line and the P.T. or P.C. of curb return.

AREA WITH SIDEWALK: This section shows a hydrant located in an area with a sidewalk. Key dimensions include a minimum clearance of 4' from the curb and a maximum clearance of 6'. The hydrant must be located within an acceptable radius of 20' or more from the curb. The diagram also shows the hydrant's location relative to the sidewalk, the property line, and the P.T. or P.C. of curb return.

NOTES:

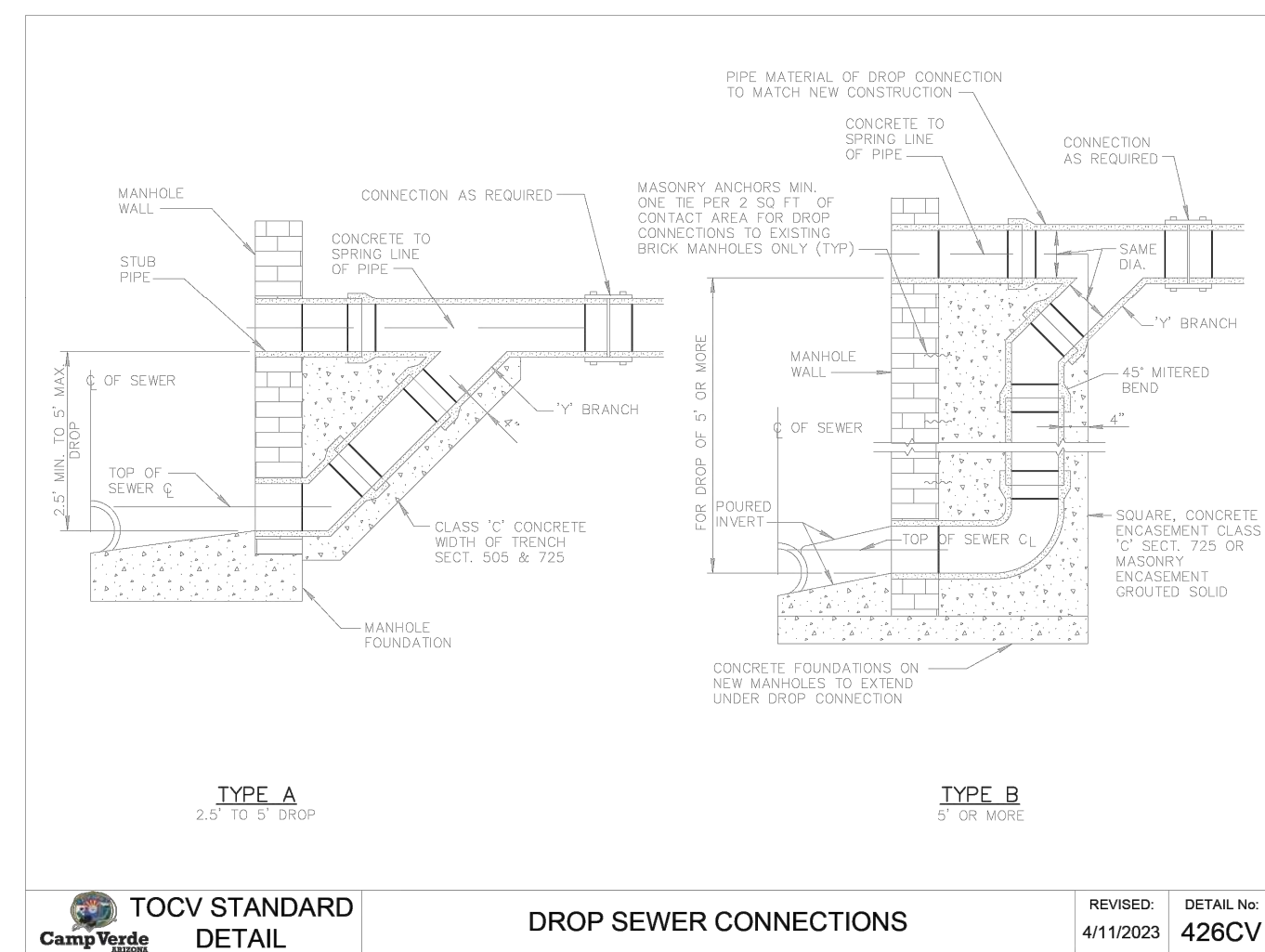
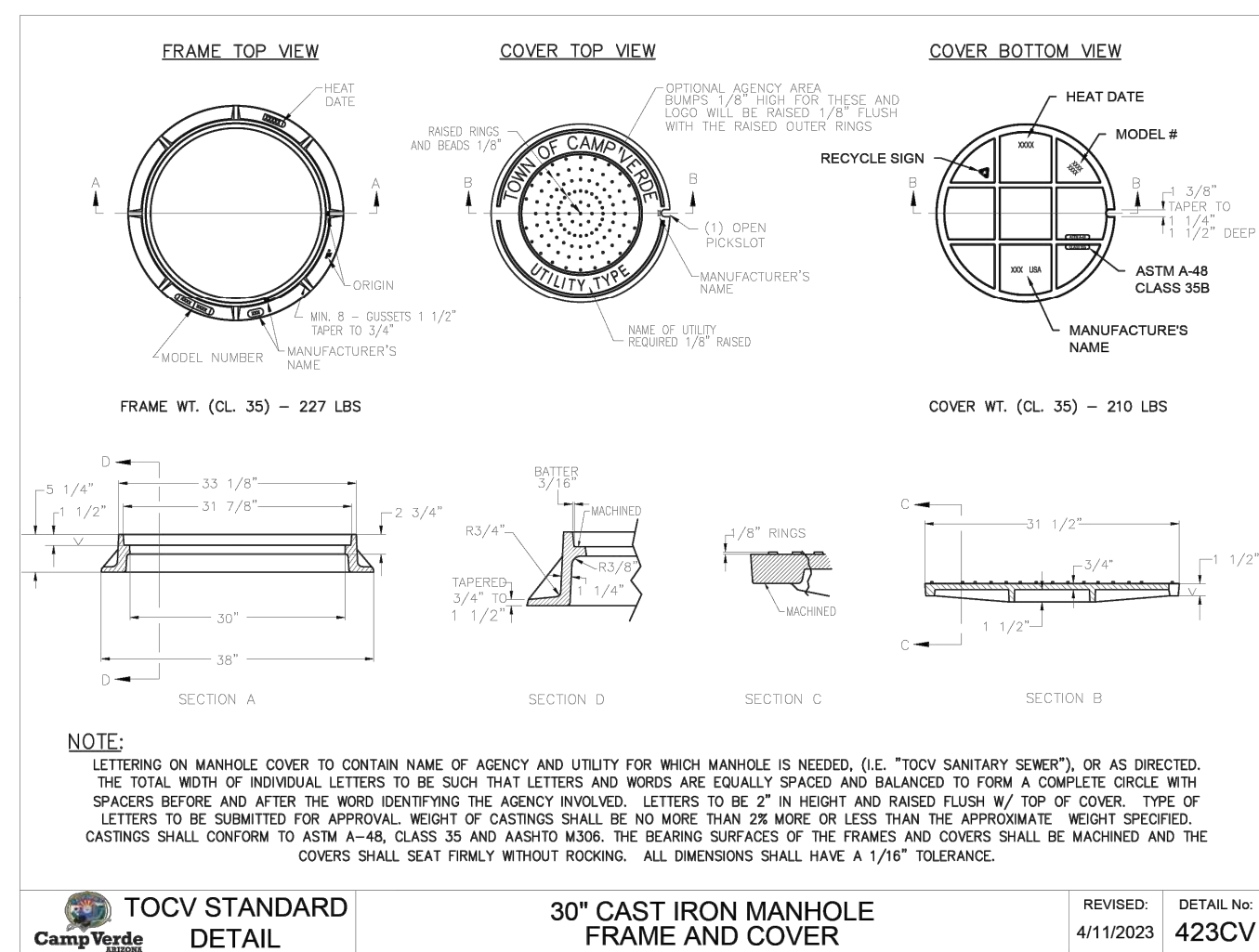
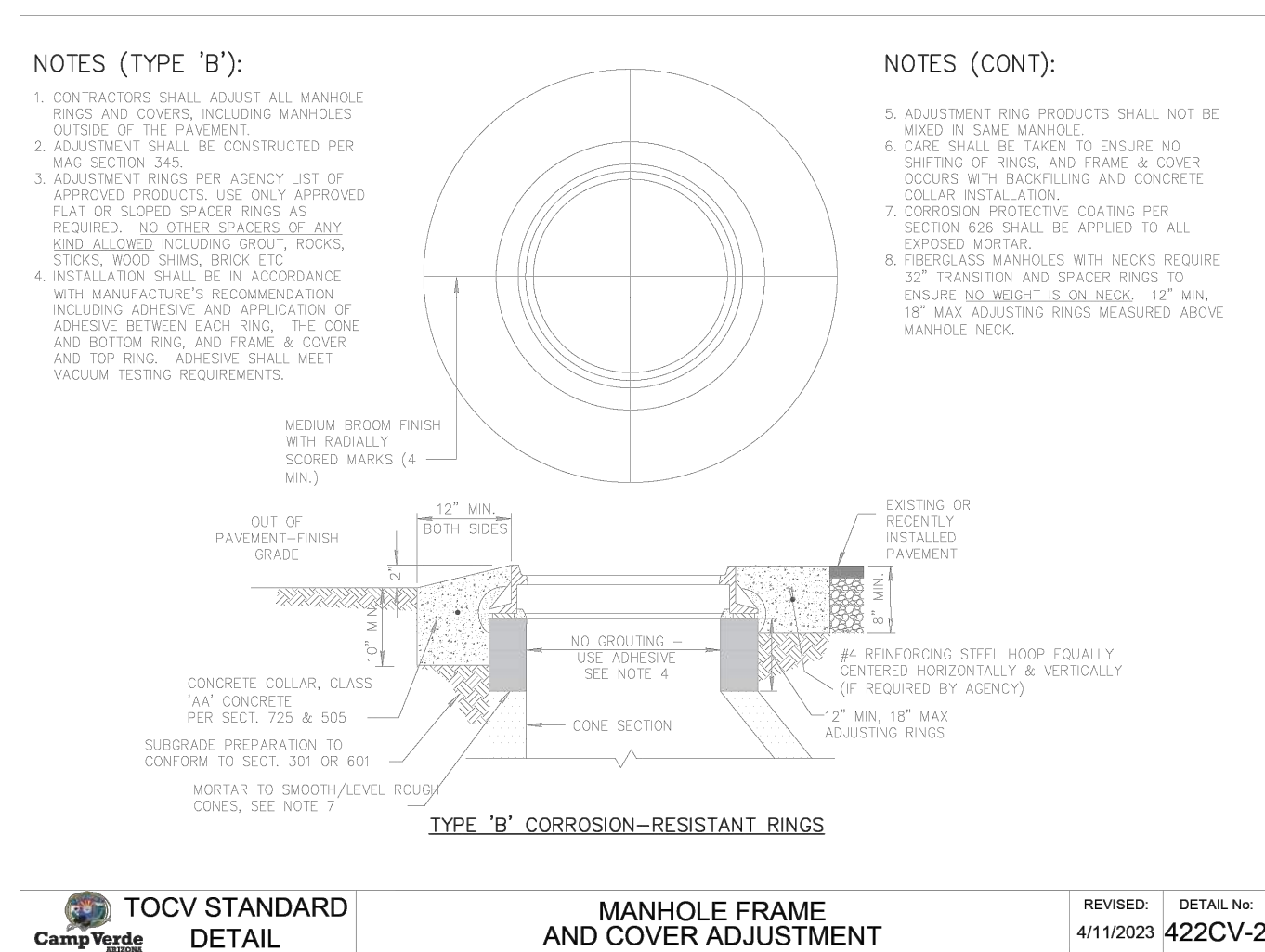
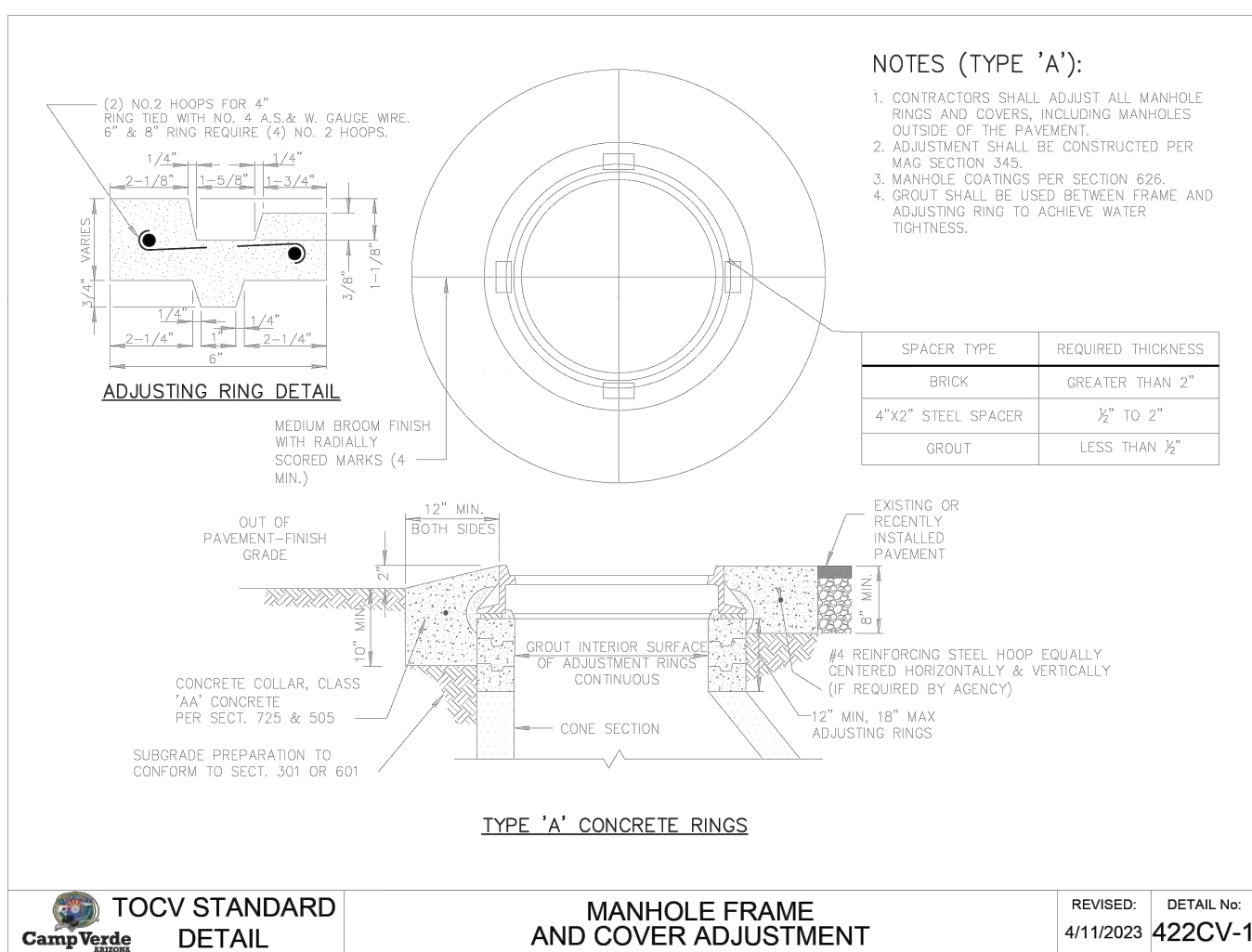
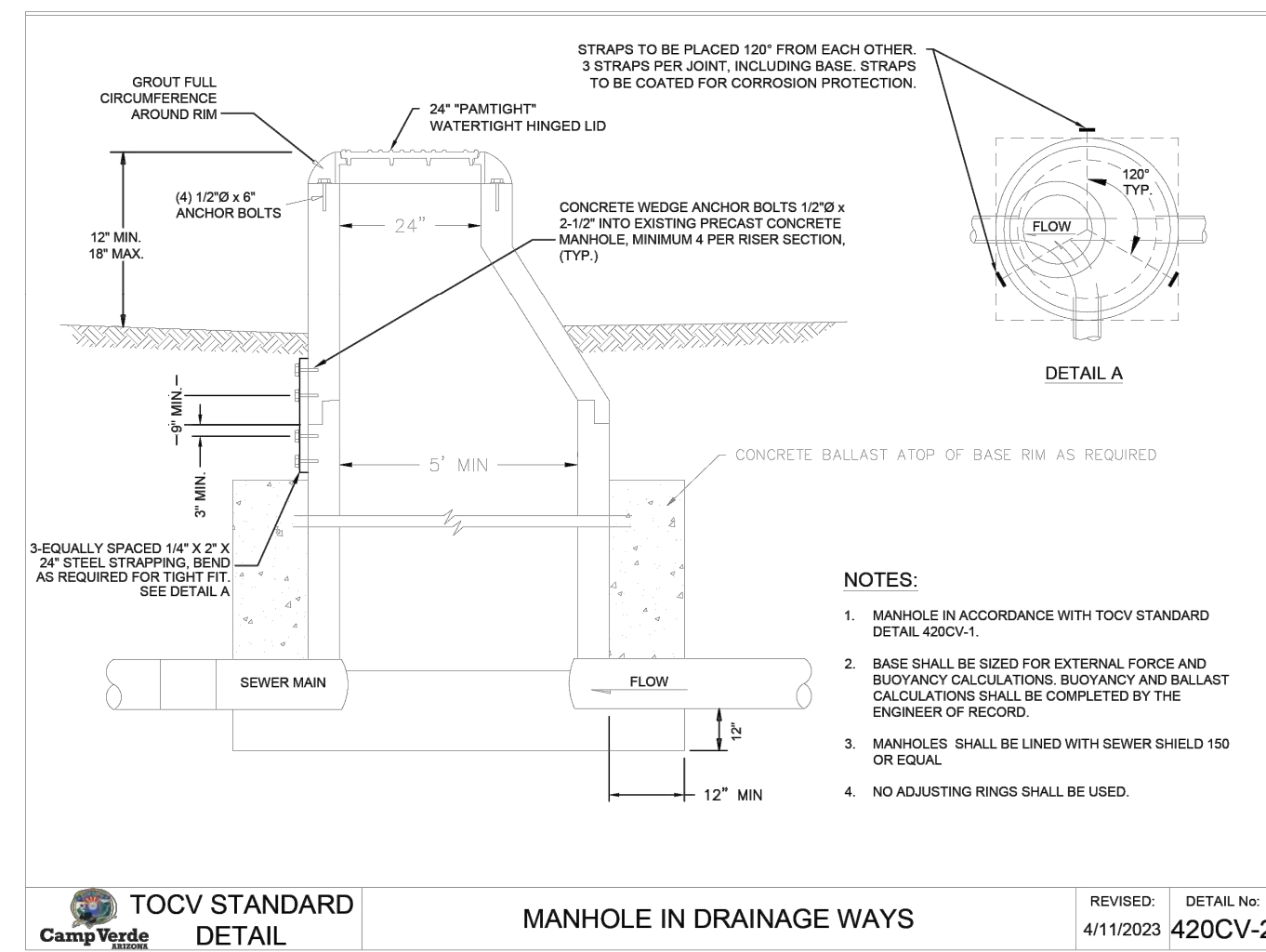
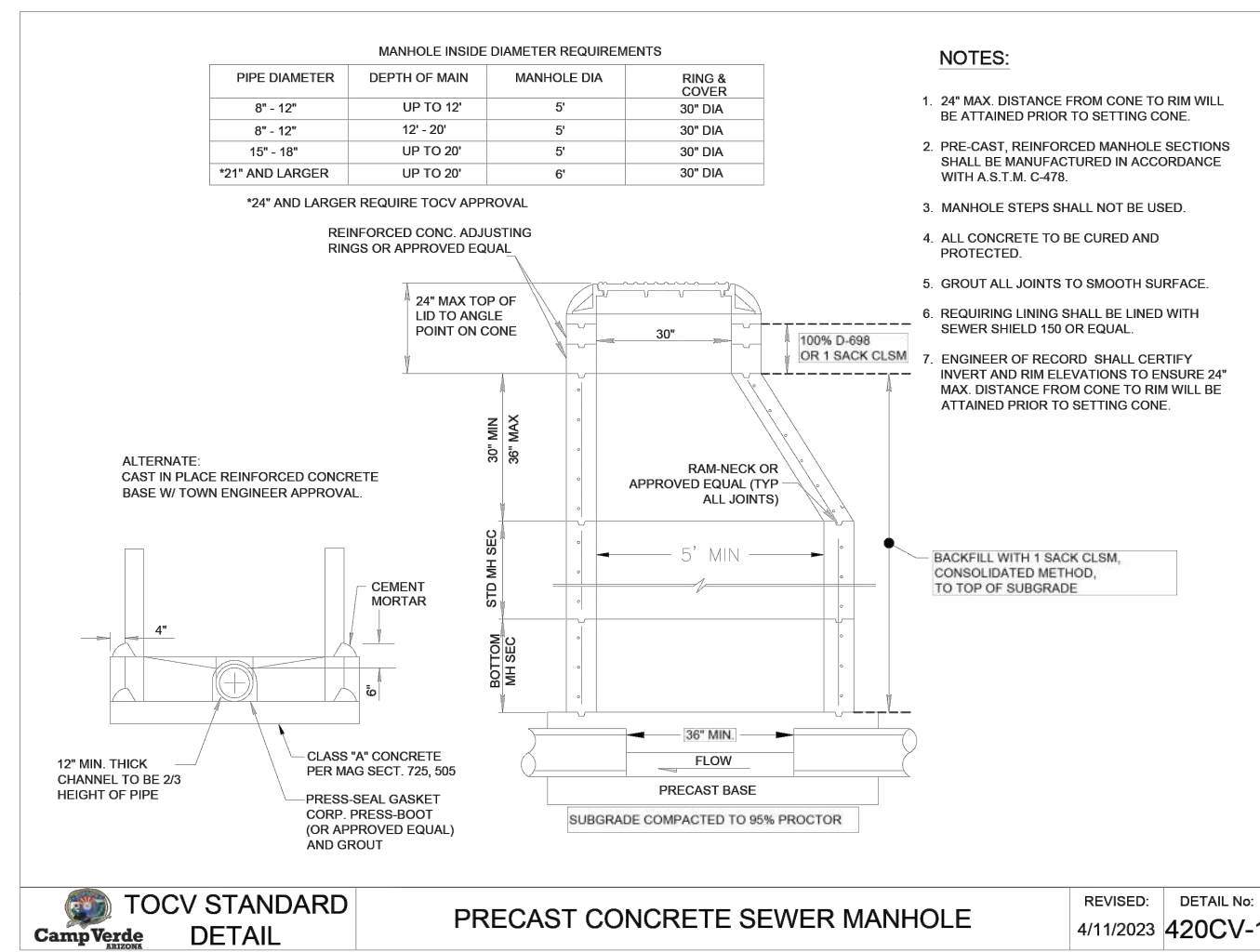
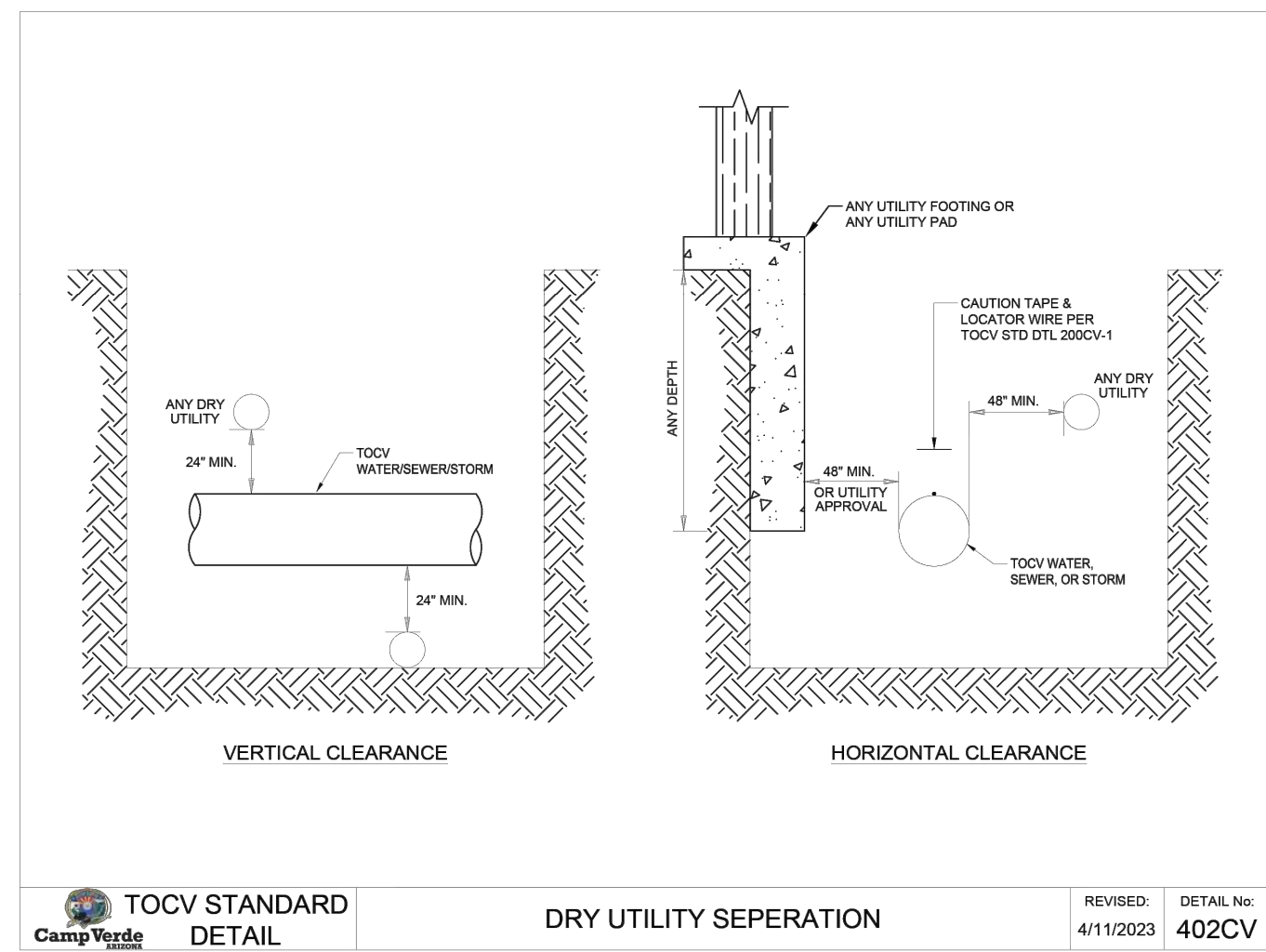
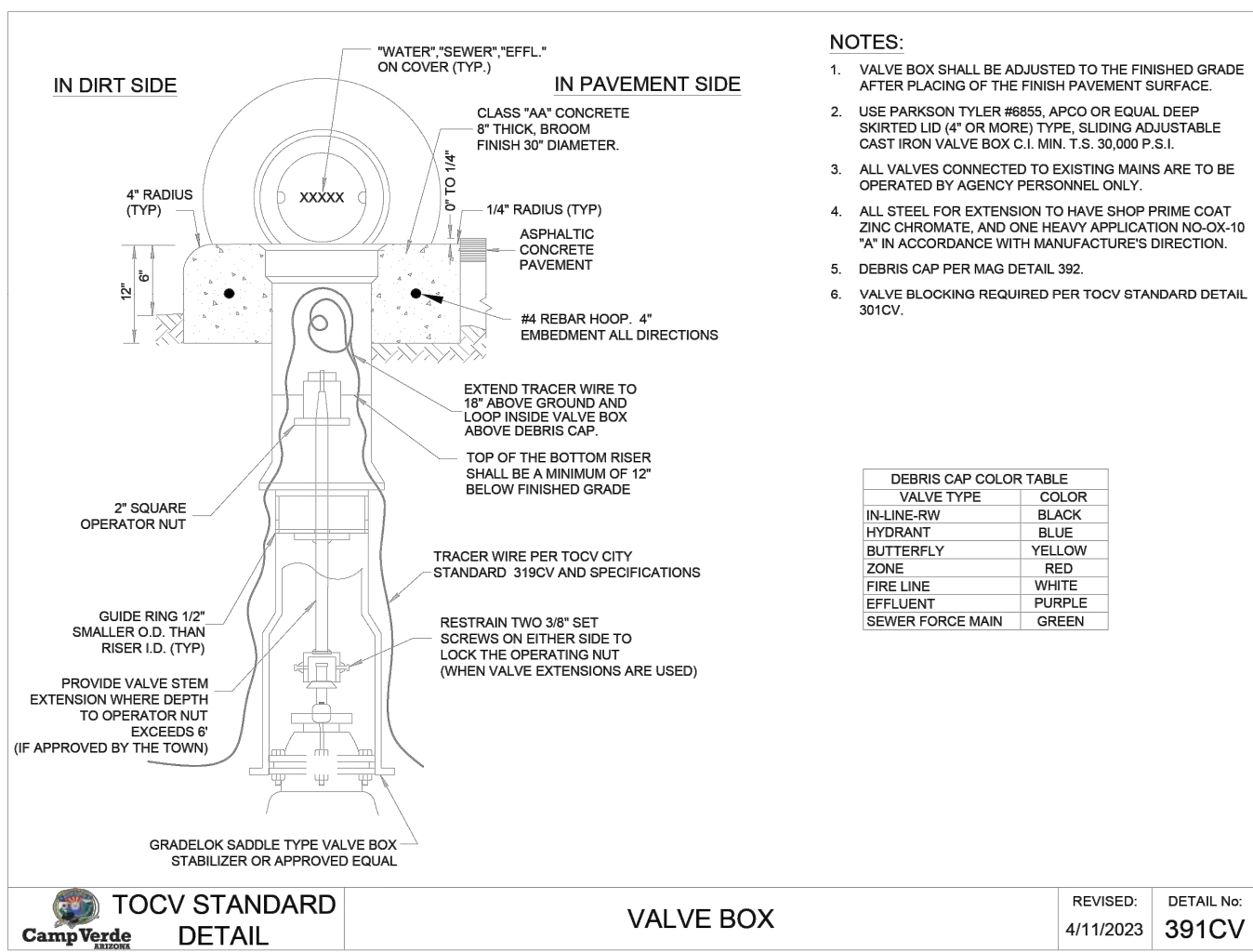
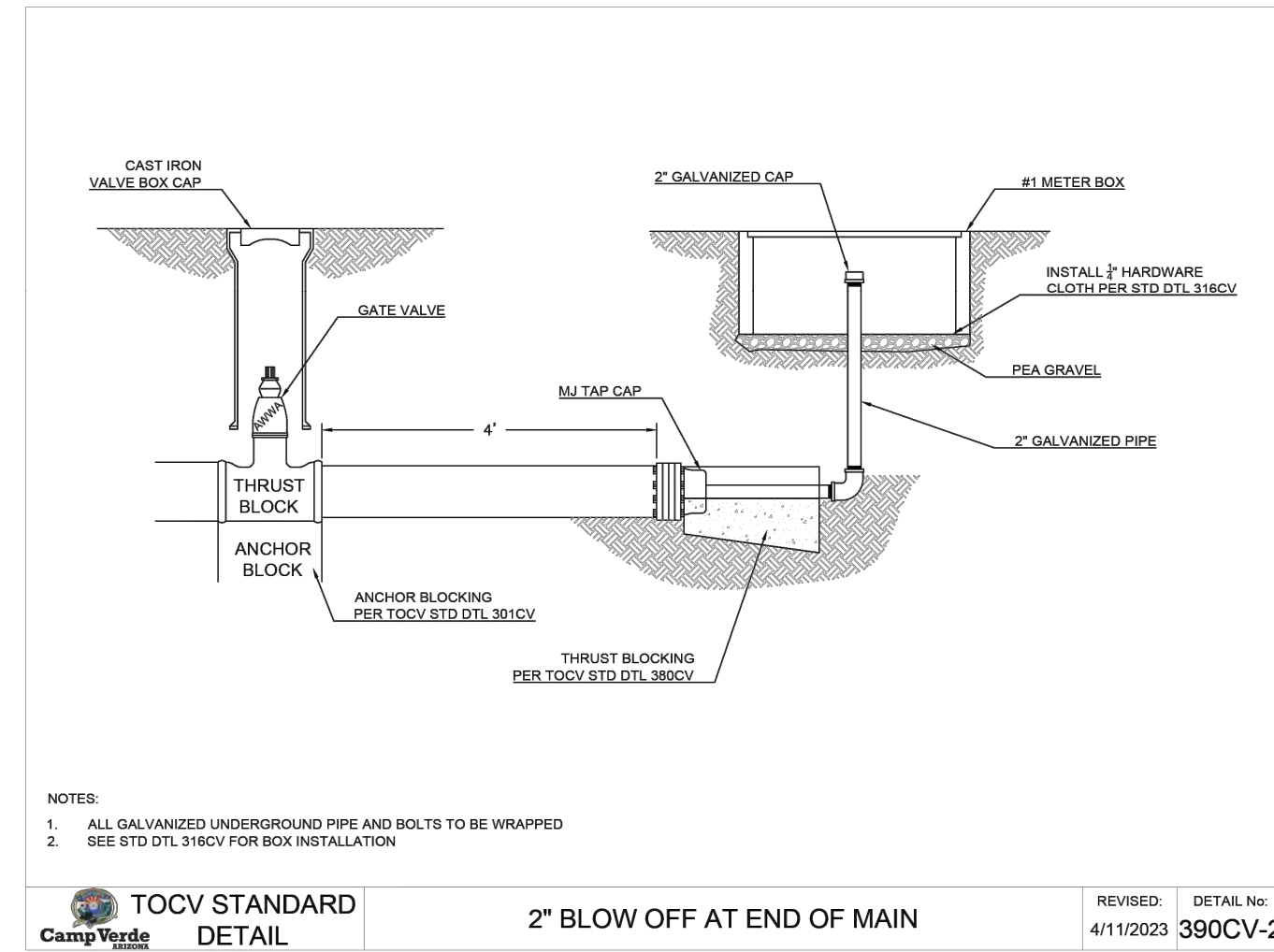
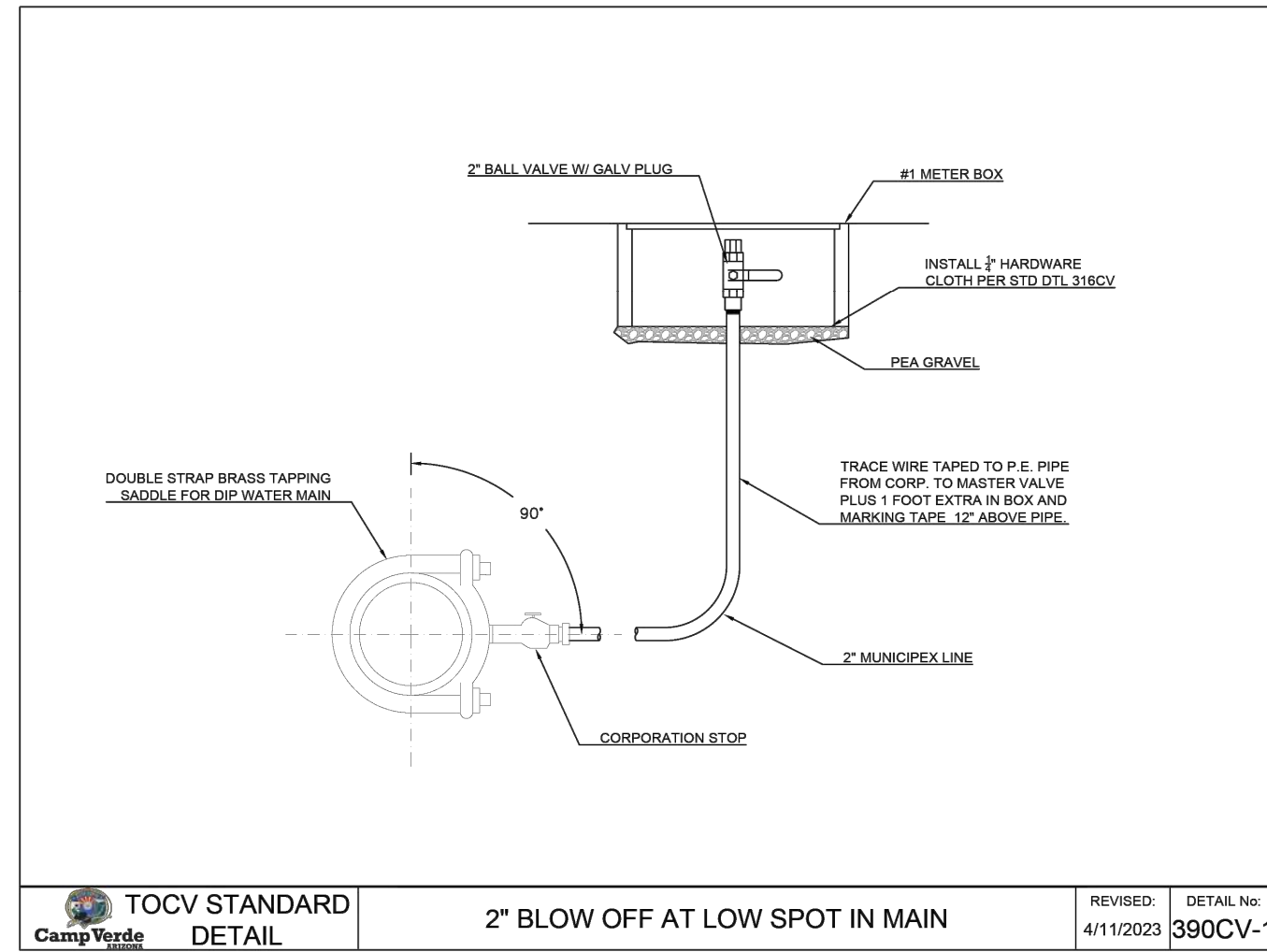
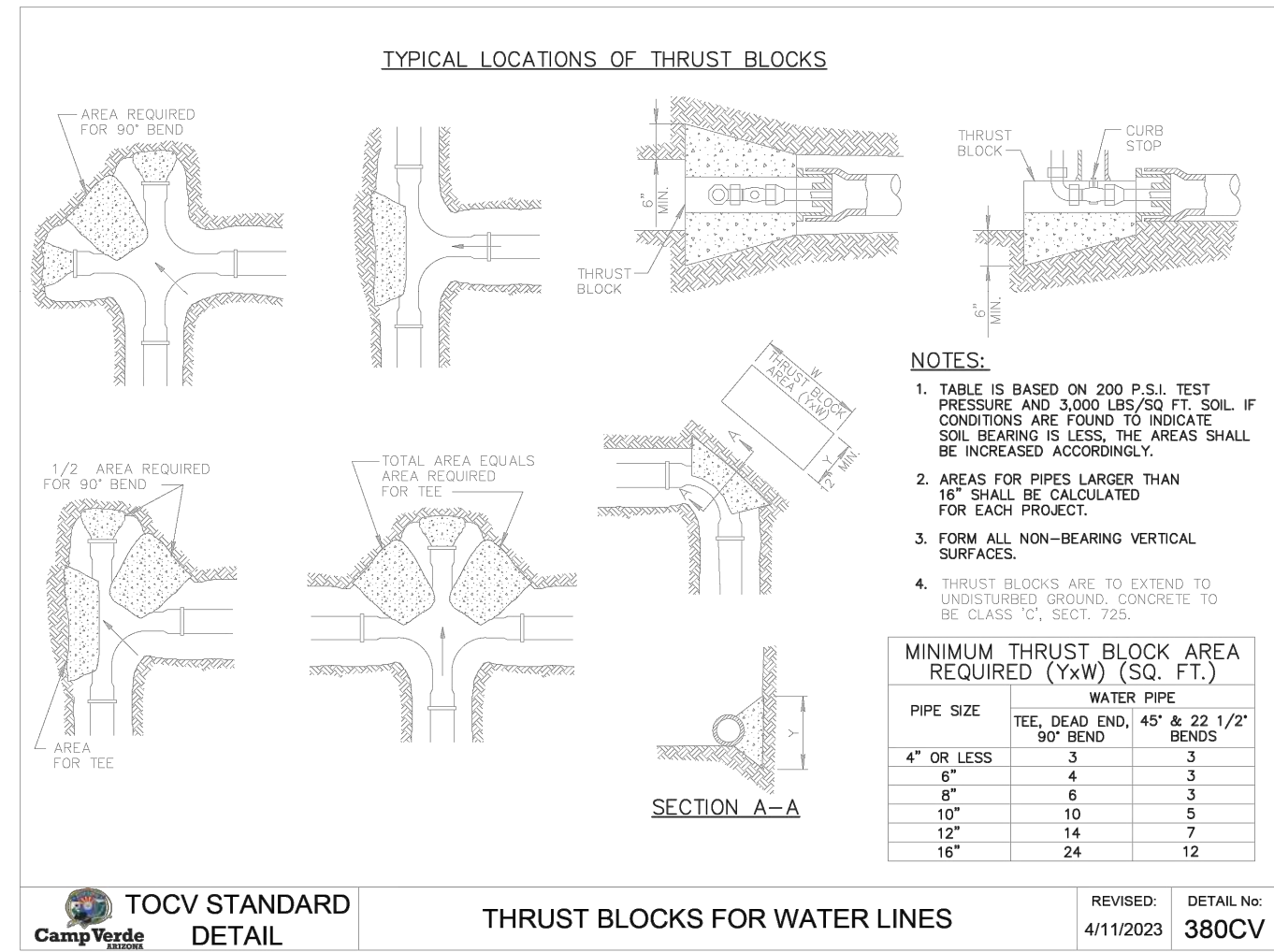
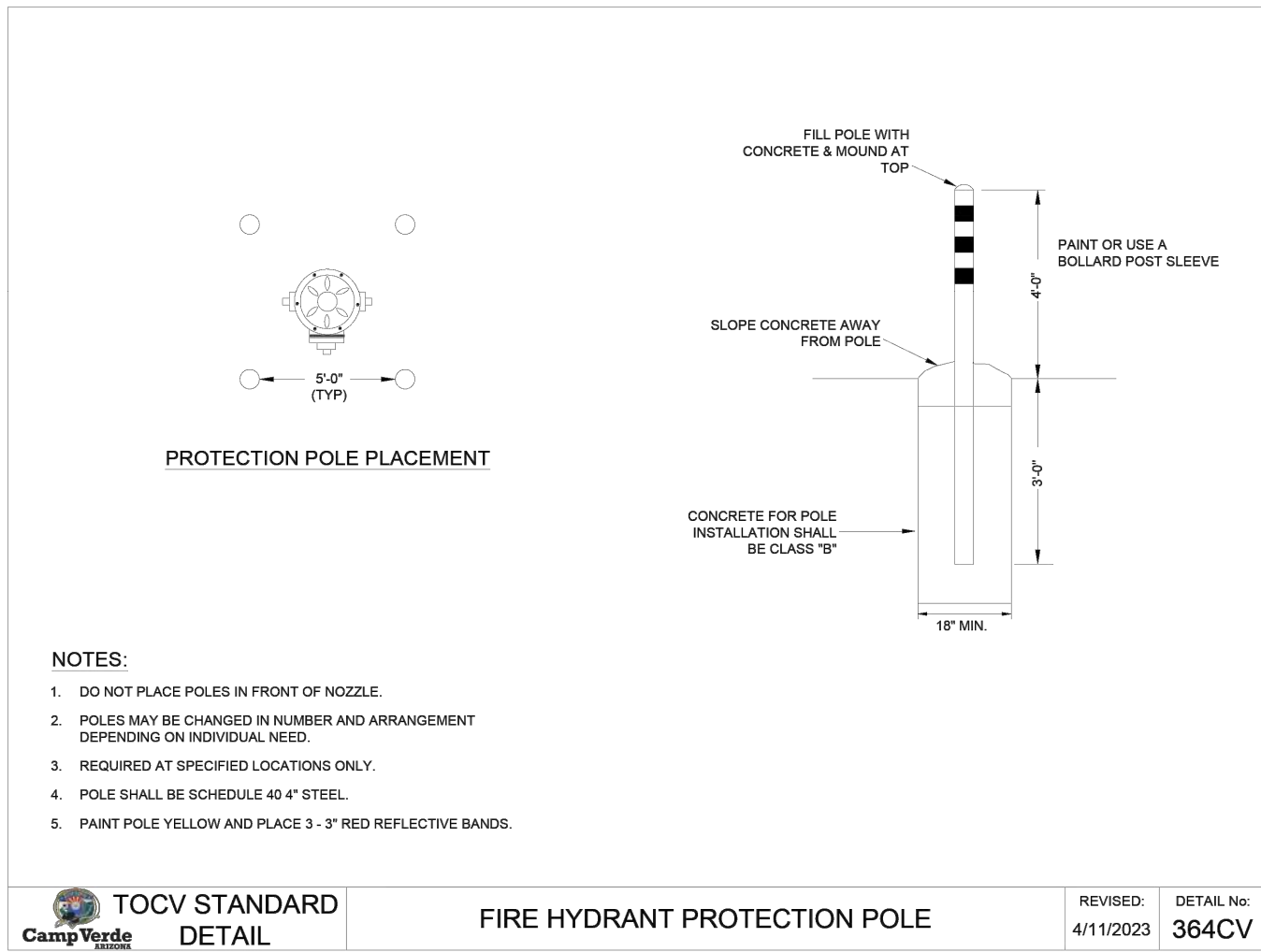
1. OBSTRUCTIONS SUCH AS UTILITY POLES, STREET SIGNS, IRRIGATION BOXES, FENCES, LANDSCAPE VEGETATION, ETC. MUST NOT BE PLACED BETWEEN CURB AND HYDRANT.
2. IN PARKING LOT ISLANDS, HYDRANT TO BE MIN. 3' IN ALL DIRECTIONS FROM BACK OF CURB.
3. HYDRANTS TO BE CLEAR OF LANDSCAPE & VEGETATION, DRIVINGWAYS, LANDSCAPES, OR ANY OTHER VERTICAL OBSTRUCTIONS WITHIN A 5' RADIUS.
4. IF NO CURB AND GUTTER ON ROADWAY, PLACE HYDRANT 6' FROM EDGE OF PAVEMENT (E.P.) WITHIN RIGHT-OF-WAY OR UTILITY EASEMENT.

*DETAILS SHOWN ON
THIS SHEET WERE DRAWN
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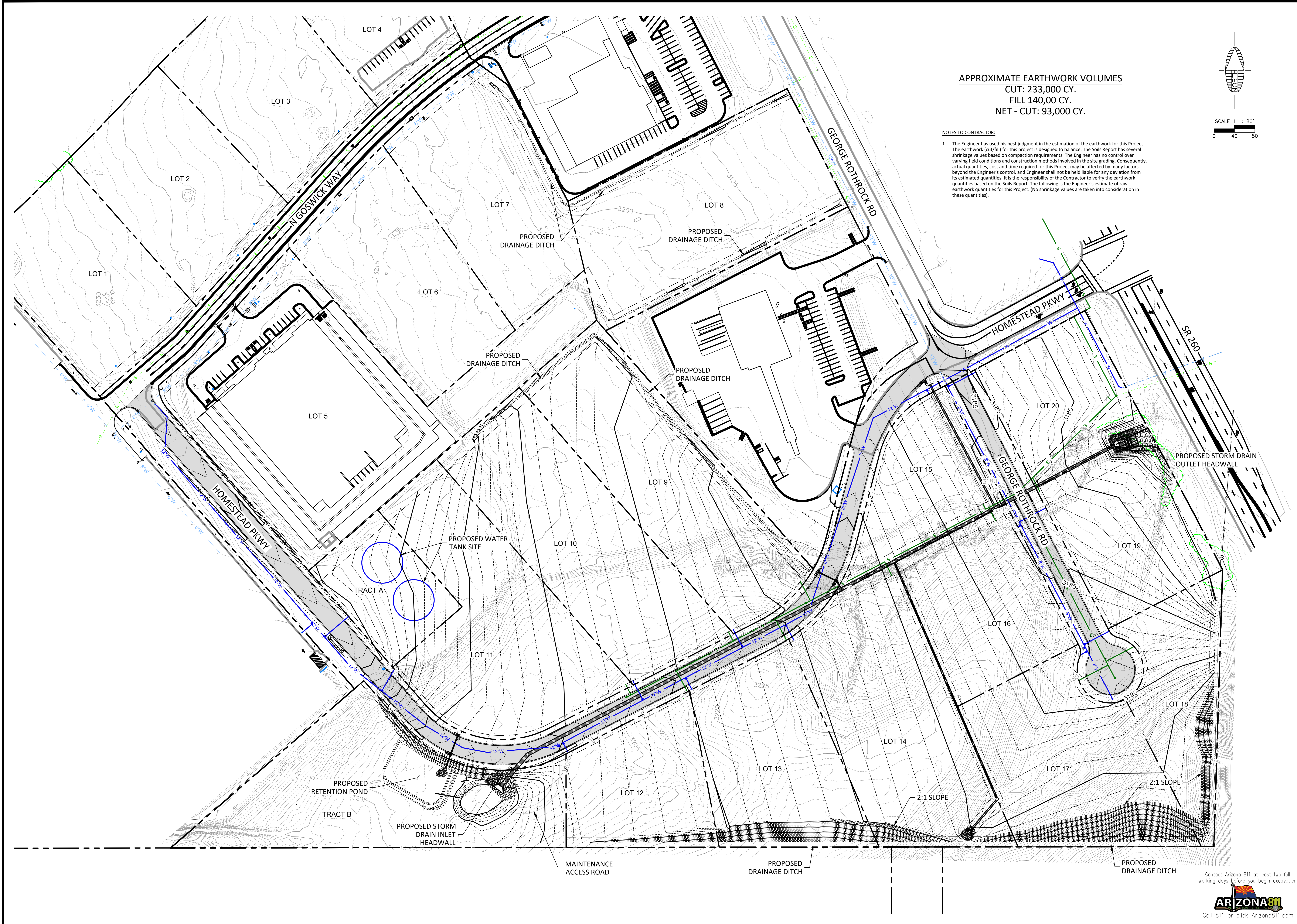
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FILE: P:\2024\224267\DRAWINGS\CONSTRUCTION PLANS\224267 - GEORGE ROTHROCK PLAN AND PROFILE.DWG EMETZ

PLOTTED: Jun 27, 2025-3:28pm



APPROXIMATE EARTHWORK VOLUMES
CUT: 233,000 CY.
FILL 140,00 CY.
NET - CUT: 93,000 CY.

NOTES TO CONTRACTOR:

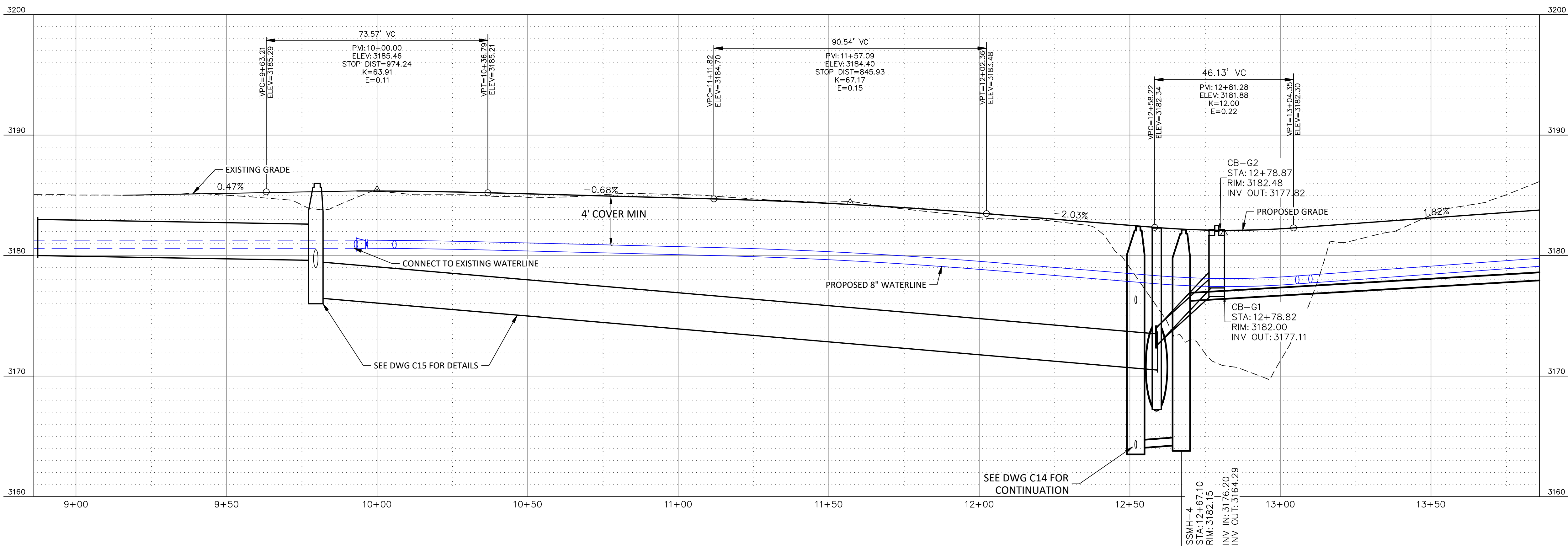
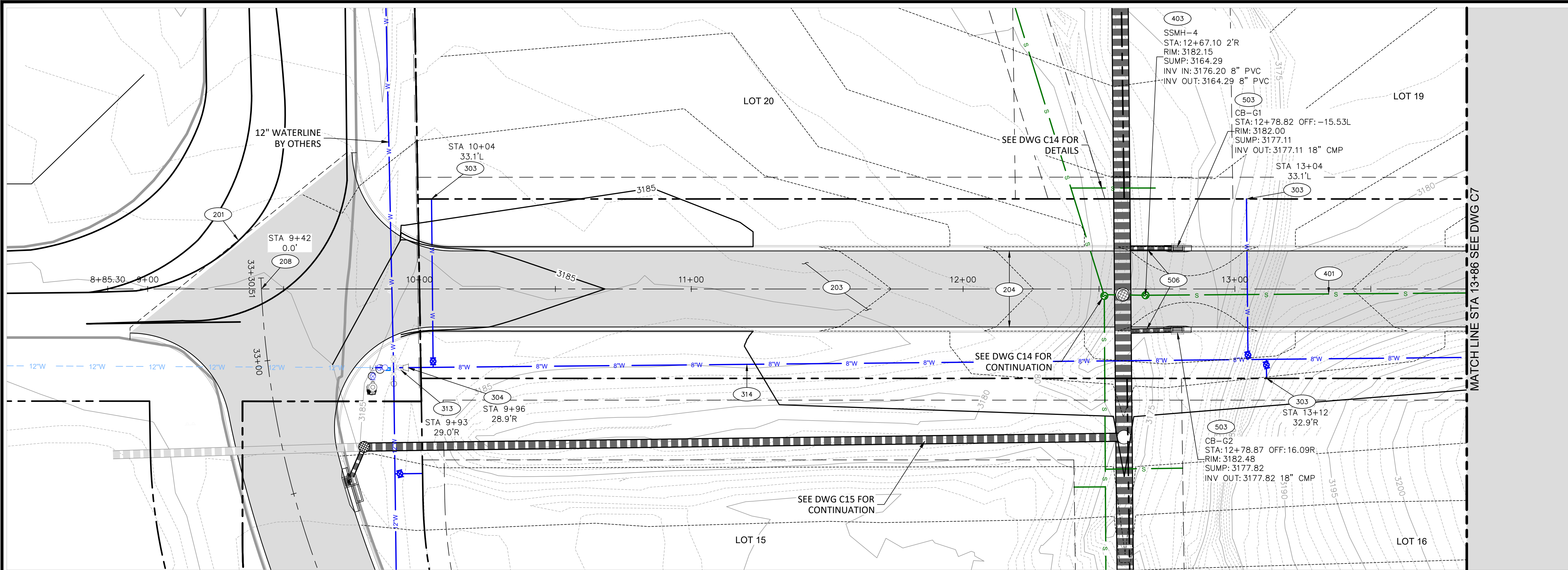
1. The Engineer has used his best judgment in the estimation of the earthwork for this Project. The earthwork (cut/fill) for this project is designed to balance. The Soils Report has several shrinkage values based on compaction requirements. The Engineer has no control over varying field conditions and construction methods involved in the site grading. Consequently, actual quantities, cost and time required for this Project may be affected by many factors beyond the Engineer's control, and Engineer shall not be held liable for any deviation from its estimated quantities. It is the responsibility of the Contractor to verify the earthwork quantities based on the Soils Report. The following is the Engineer's estimate of raw earthwork quantities for this Project. (No shrinkage values are taken into consideration in these quantities).

SCALE 1" = 80'
0 40 80

OF	DWG.	JOB NO.: 224267	VERDE COMMERCIAL SUBDIVISION				  O: 928.282.1061 1250 E SR89A COTTONWOOD, AZ 86326 www.ardurra.com	NO.		DATE		BY		REVISION		
	SHEET	C5	DESIGN BY: JTL	FINAL PLAT CONSTRUCTION PLANS												
		5	DRAWN BY: EGM	OVERALL SITE PLAN												
		18	CHECKED: JTL													
			DATE: JUNE 2025	TOWN OF CAMP VERDE												

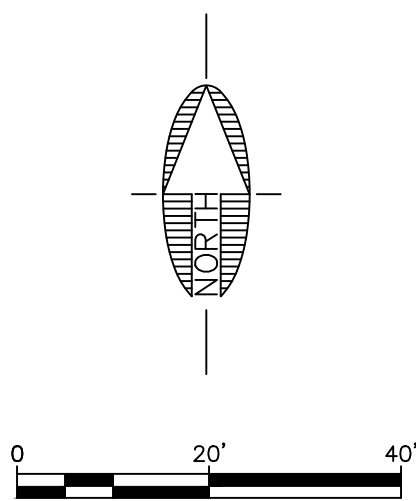
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CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING			
201	SAWCUT, REMOVE AND DISPOSE EXISTING PAVEMENT PER MAG SPEC 350	0	LF
203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	0	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	0	LF
208	INSTALL SURVEY MARKER TYPE 'B' PER MAG DTL 120	0	EA
303	INSTALL 6" (D.I.P. CLASS 350) WATER SERVICE STUB WITH 12"x12"6" TEE, VALVE AND BOX PER TOCV STD DTL 390C V2	0	EA
304	INSTALL 12" TO 8" REDUCER	0	EA
313	CONNECT TO EXISTING WATERLINE	0	EA
314	INSTALL 8" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103CV WITH TRACER WIRE PER TOCV STD DTL 319CV	0	LF
401	INSTALL 8" PVC (SDR 26) SEWER LINE PER TOCV STD DTL 104CV WITH TRACER WIRE PER TOCV STD DTL 200CV	0	LF
403	CONSTRUCT 60" CONCRETE SANITARY SEWER MANHOLE PER TOCV DTL STD DTL 420CV-1 WITH DROP SEWER CONNECTION PER TOCV STD DTL 426CV, 30" COVER PER TOCV STD DTL 423CV AND CONCRETE COLLAR PER TOCV STD DTL 422CV-1	0	EA
503	CONSTRUCT CATCH BASIN TYPE 'E' PER M.A.G. DTL 534	0	EA
506	INSTALL 18" CMP PER M.A.G. SPEC 618 AND 760	0	LF



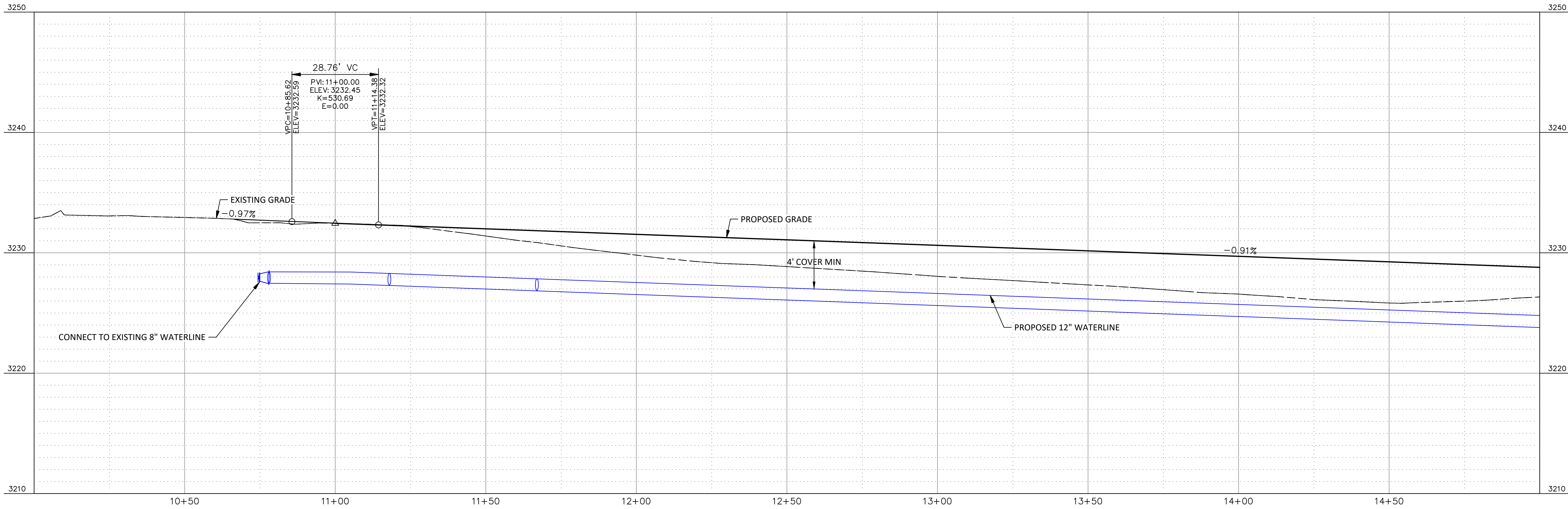
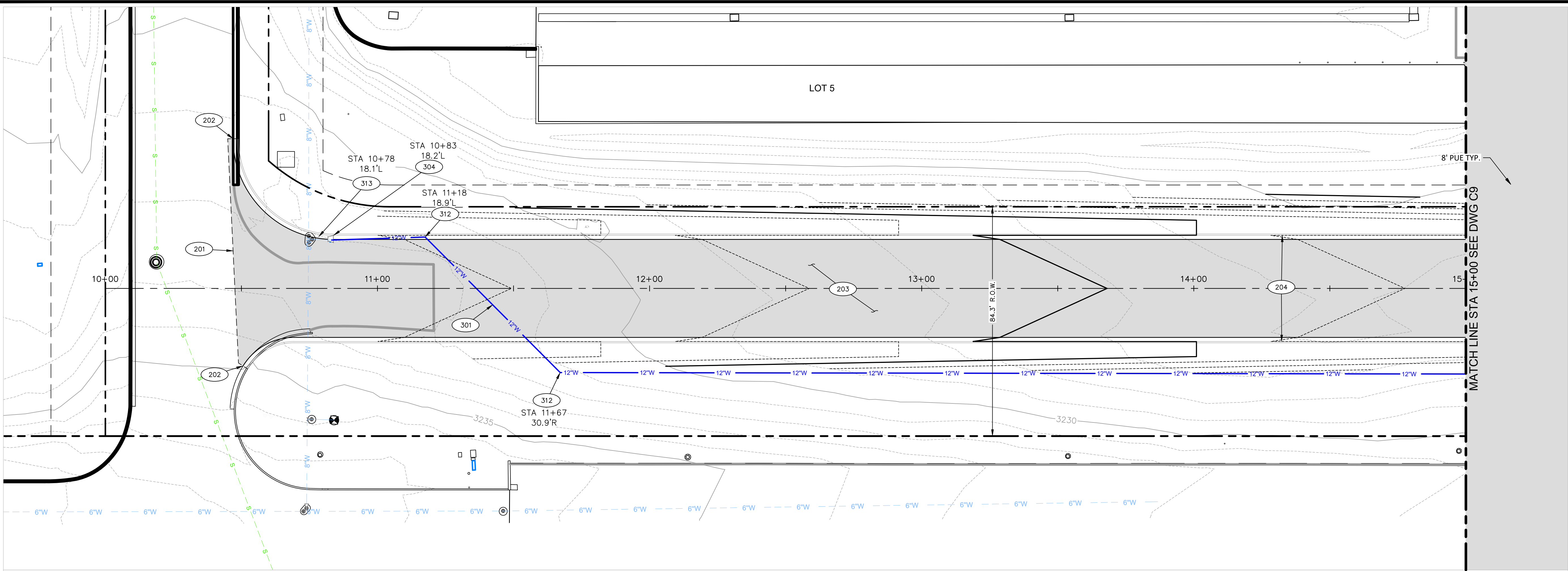
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	DRAWN BY: JTL	CHECKED: JTL	DATE: JUNE 2025	
SHEET 6	VERDE COMMERCIAL SUBDIVISION FINAL PLAT CONSTRUCTION PLANS GEORGE ROTHROCK PLAN AND PROFILE			
OF 18	YAVAPAI COUNTY TOWN OF CAMP VERDE			

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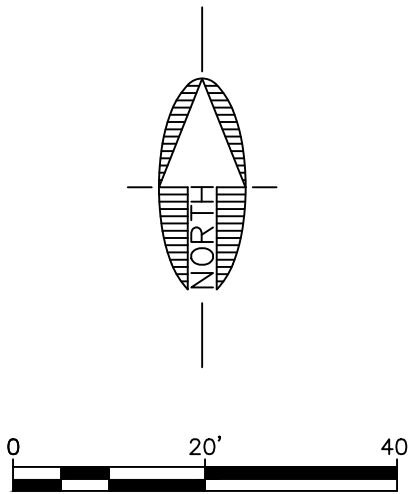
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CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING

201	SAWCUT, REMOVE AND DISPOSE EXISTING PAVEMENT PER MAG SPEC 350	0	LF
202	SAWCUT, REMOVE AND DISPOSE EXISTING CURB AND GUTTER PER MAG SPEC 350	0	LF
203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	0	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	0	LF
301	INSTALL 12" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103C V WITH TRACER WIRE PER TOCV STD DTL 319C V	0	LF
304	INSTALL 12" TO 8" REDUCER	0	EA
312	INSTALL 45 DEGREE BEND	0	EA
313	CONNECT TO EXISTING WATERLINE	0	EA



VERDE COMMERCIAL SUBDIVISION

FINAL PLAT CONSTRUCTION PLANS

HOMESTEAD PLAN AND PROFILE

YAVAPAI COUNTY

TOWN OF CAMP VERDE

DWG. C8

SHEET 8

OF 18

JOB NO.: 224267

DESIGN BY: JTL

DRAWN BY: EGM

CHECKED: JTL

DATE: JUNE 2025

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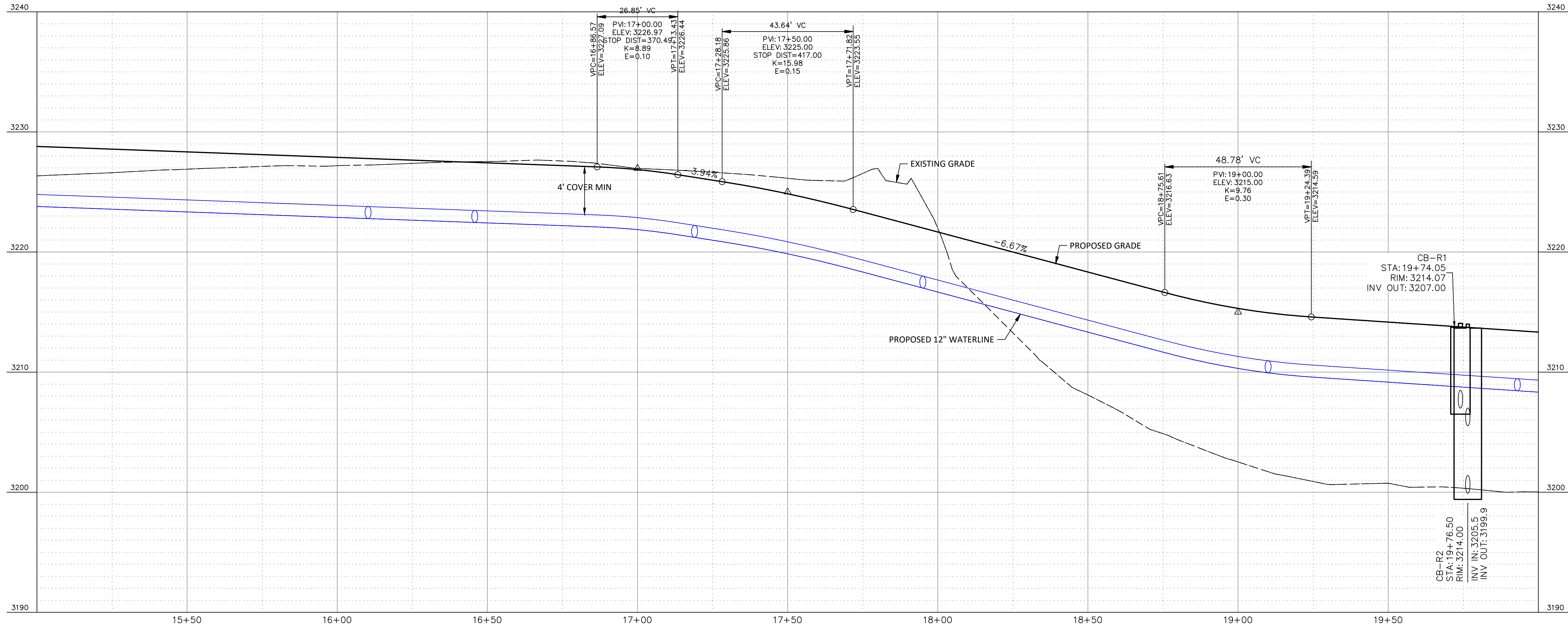
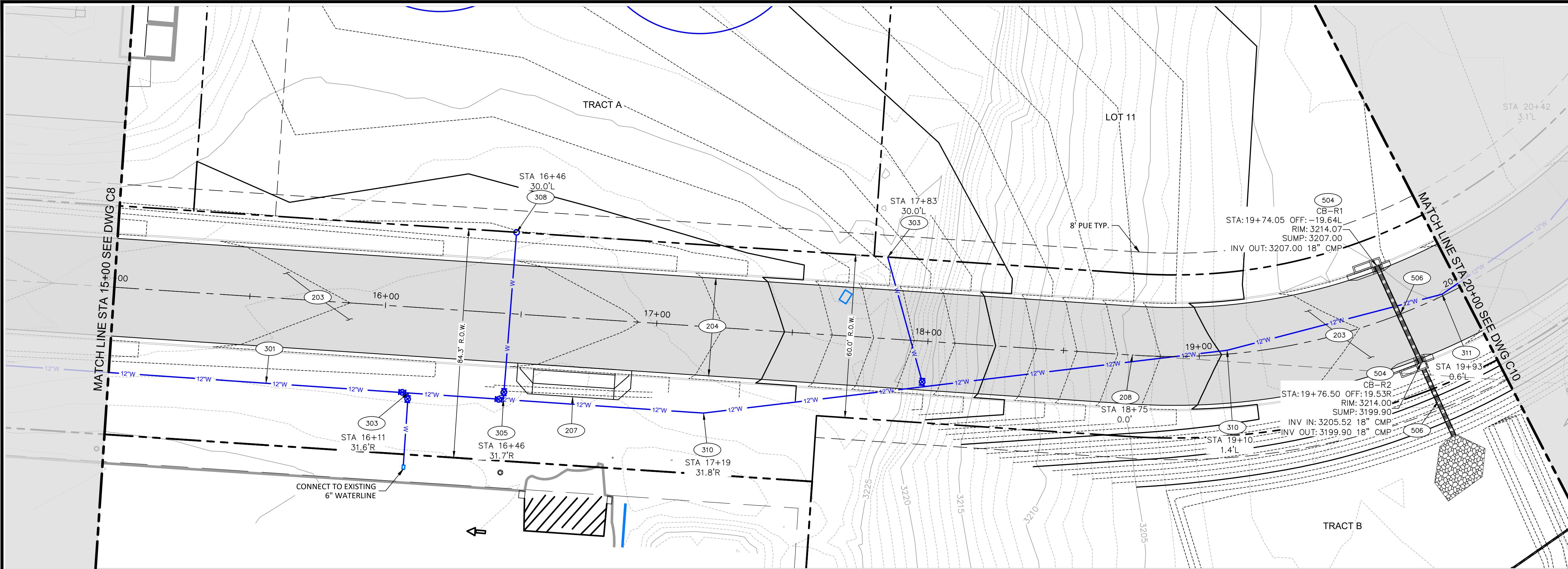
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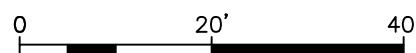
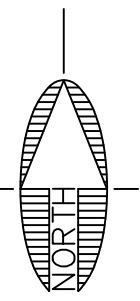
NO.	DATE	BY



CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING

203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	0	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	0	LF
207	CONSTRUCT DRIVEWAY ENTRANCE PER MAG DTL 250-2	0	EA
208	INSTALL SURVEY MARKER TYPE 'B' PER MAG DTL 120	0	EA
301	INSTALL 12" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103CV WITH TRACER WIRE PER TOCV STD DTL 319CV	0	LF
303	INSTALL 6" (D.I.P. CLASS 350) WATER SERVICE STUB WITH 12"x12" 6" TEE, VALVE AND BOX PER TOCV STD DTL 390CV2	0	EA
305	INSTALL 12"x12"x12" TEE BLOCKING PER TOCV STD DTL 380CV	0	EA
307	INSTALL 12" GATE VALVE, BOX, AND COVER. ADJUST BOX AND COVER TO FINISHED GRADE PER TOCV STD DTL 391CV. BLOCKING PER TOCV STD DTL 301CV	0	EA
308	INSTALL END OF LINE BLOWOFF PER TOCV DTL 390CV-2	0	EA
310	INSTALL 11.25 DEGREE BEND	0	EA
311	INSTALL 22.5 DEGREE BEND	0	EA
504	CONSTRUCT CATCH BASIN TYPE 'D' PER M.A.G. DTL 535	0	EA
506	INSTALL 18" CMP PER M.A.G. SPEC 618 AND 760	0	LF



VERDE COMMERCIAL SUBDIVISION

FINAL PLAT CONSTRUCTION PLANS

HOMESTEAD PLAN AND PROFILE

JOB NO.: 224267

DESIGN BY: JTL

DRAWN BY: EGM

CHECKED: JTL

DATE: JUNE 2025

DWG: C9

SHEET 9

OF 18

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REGISTERED PROFESSIONAL ENGINEER

JOSEPH T. JONES, P.E.

1250 E SR89A

COTTONWOOD, AZ 86326

928.282.1061

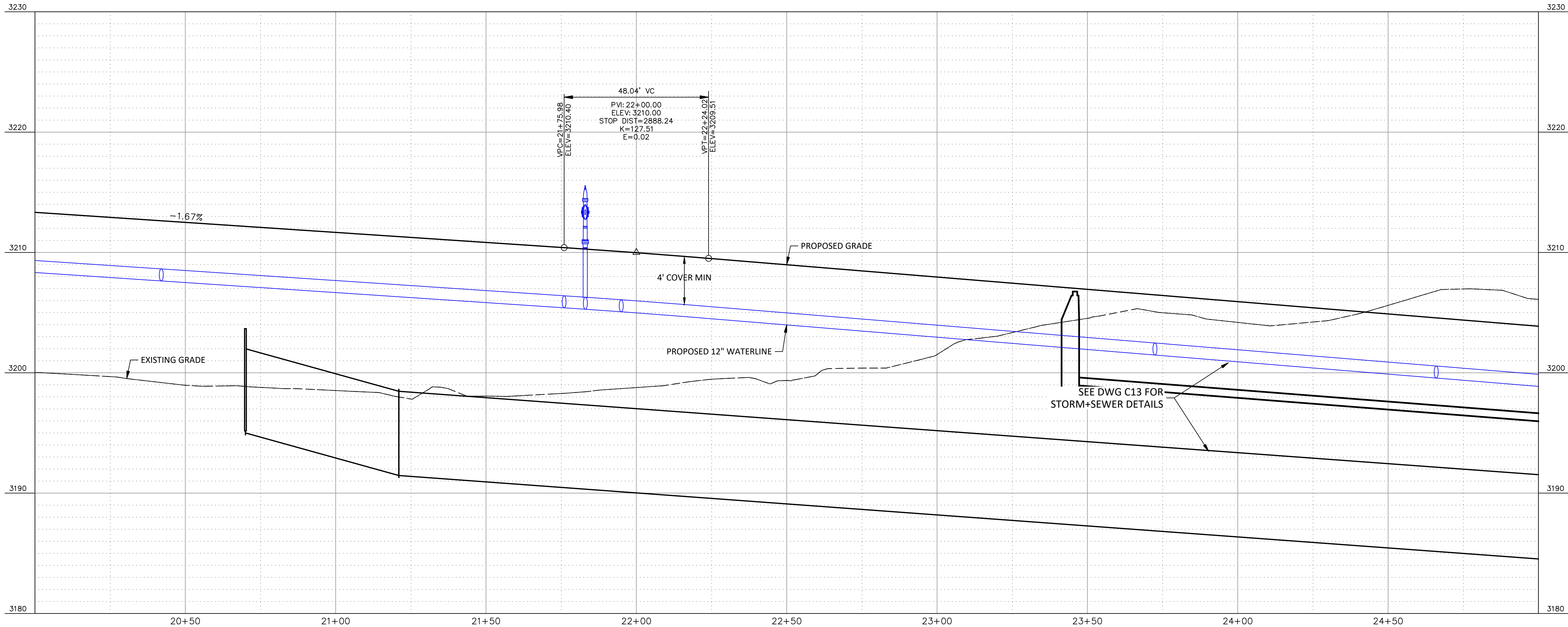
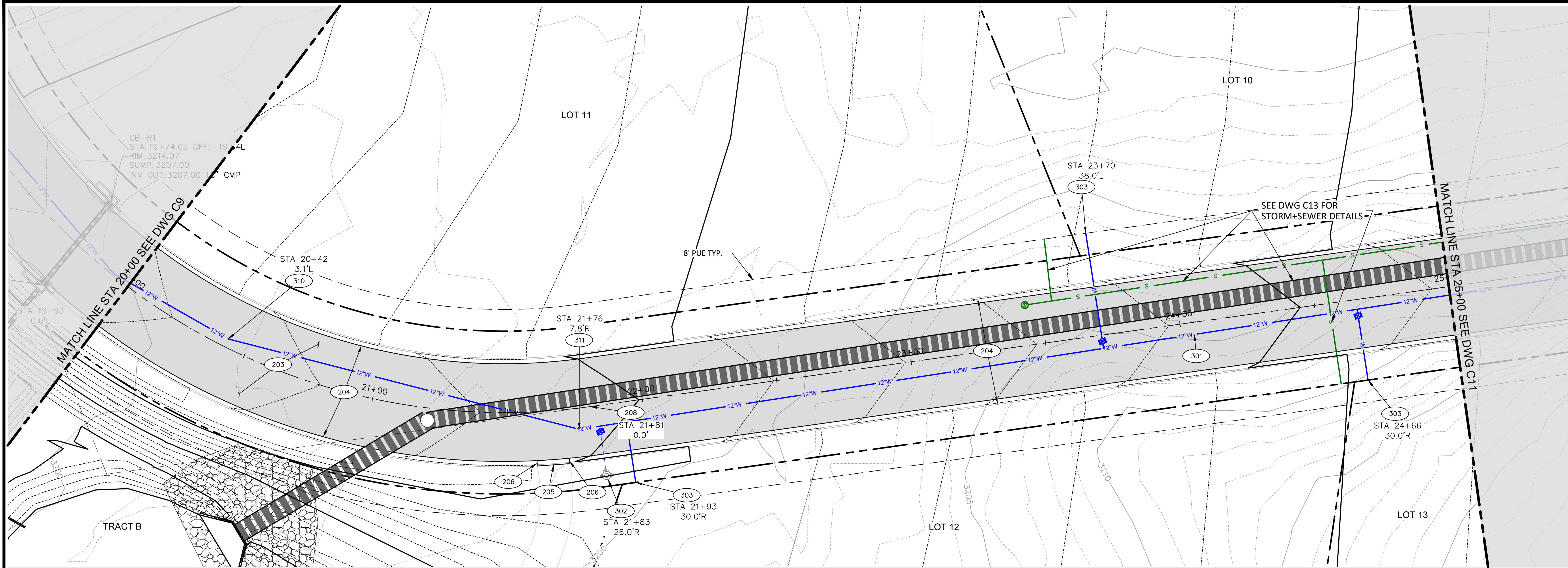
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YAVAPAI COUNTY

TOWN OF CAMP VERDE

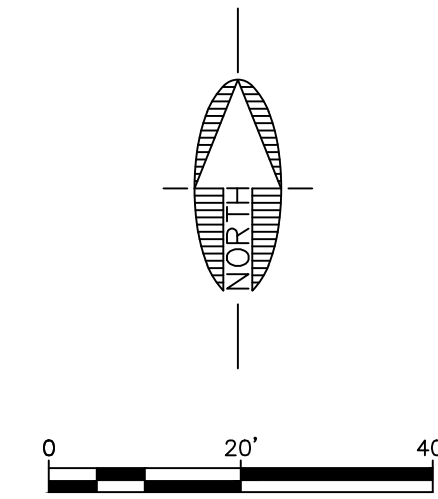
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PLOTTED: Jun 27, 2025 3:29pm



CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING			
203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	0	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	0	LF
205	CONSTRUCT ROLL CURB AND GUTTER TYPE 'C' PER MAG DTL 220-1	0	LF
206	CONSTRUCT CURB TRANSITION PER MAG DTL 221	0	EA
208	INSTALL SURVEY MARKER TYPE 'B' PER MAG DTL 120	0	EA
301	INSTALL 12" (D.I.P. CLASS 350) WATERLINE PER TOCV STD DTL 103CV WITH TRACER WIRE PER TOCV STD DTL 319CV	0	LF
302	CONSTRUCT FIRE HYDRANT PER TOCV DTL 360CV	0	EA
303	INSTALL 6" (D.I.P. CLASS 350) WATER SERVICE STUB WITH 12"X12"6" TEE, VALVE AND BOX PER TOCV STD DTL 390CV2	0	EA
310	INSTALL 11.25 DEGREE BEND	0	EA
311	INSTALL 22.5 DEGREE BEND	0	EA



VERDE COMMERCIAL SUBDIVISION
FINAL PLAT CONSTRUCTION PLANS
HOMESTEAD PLAN AND PROFILE

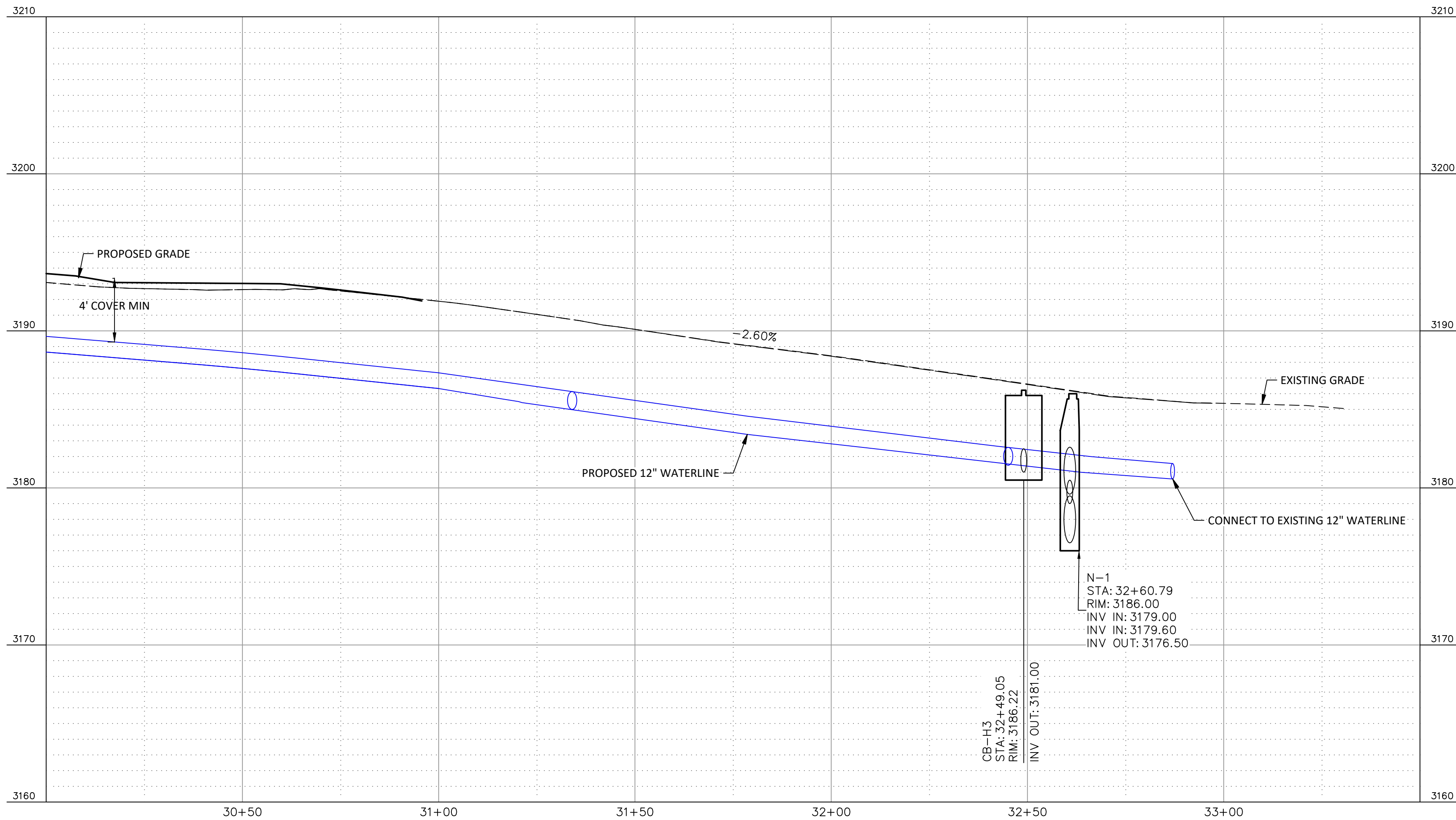
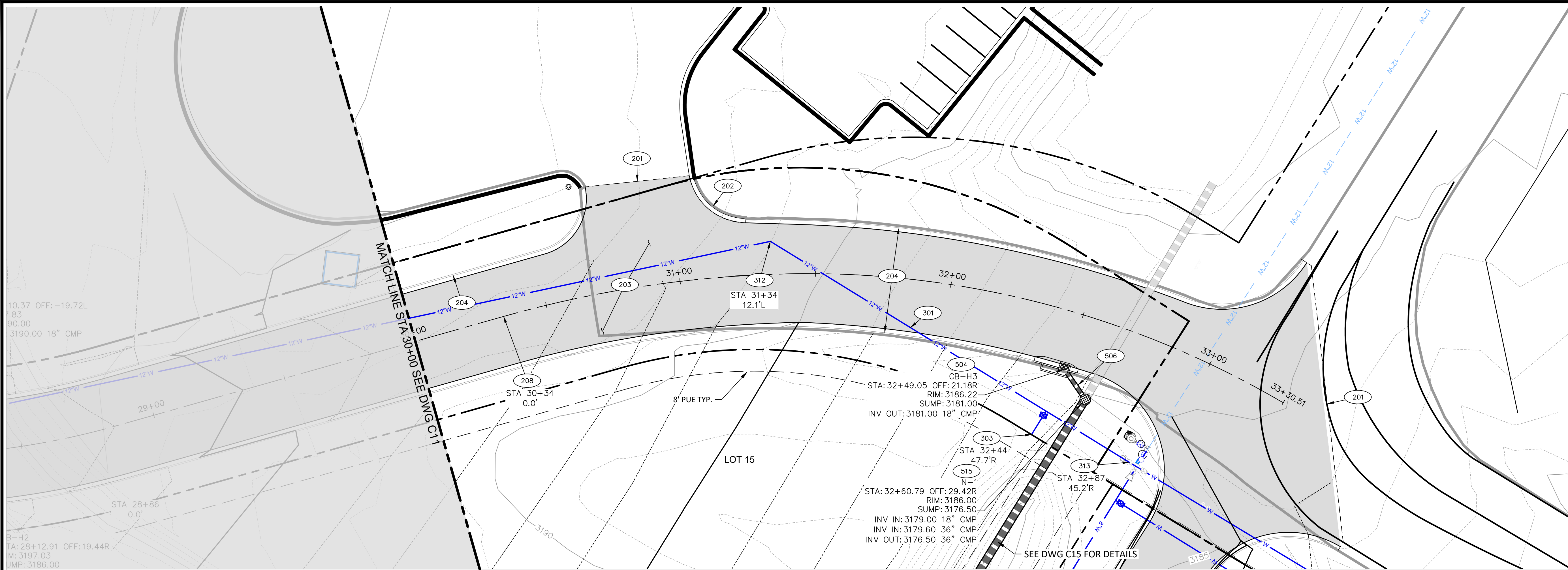
YAVAPAI COUNTY
TOWN OF CAMP VERDE

JOB NO.: 224267
DESIGN BY: JTL
DRAWN BY: EGM
CHECKED: JTL
DATE: JUNE 2025

DWG: C10
SHEET 10
OF 18

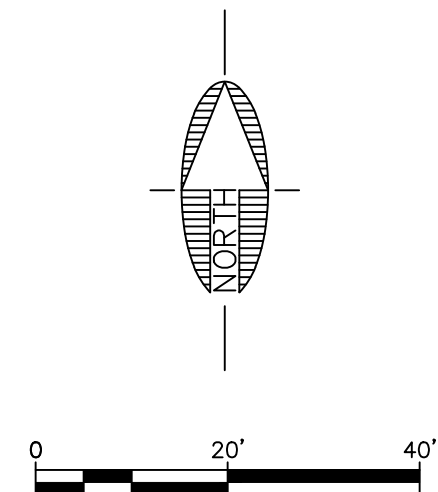
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CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING			
201	SAWCUT, REMOVE AND DISPOSE EXISTING PAVEMENT PER MAG SPEC 350	0	LF
202	SAWCUT, REMOVE AND DISPOSE EXISTING CURB AND GUTTER PER MAG SPEC 350	0	LF
203	CONSTRUCT ASPHALT PAVEMENT SECTION PER GEOTECHNICAL RECOMMENDATIONS	0	SY
204	CONSTRUCT VERTICAL CURB AND GUTTER TYPE 'A' PER MAG DTL 220-1	0	LF
208	INSTALL SURVEY MARKER TYPE 'B' PER MAG DTL 120	0	EA
301	INSTALL 12" (D.I.P. CLASS 350) WATERLINE PER TOC V STD DTL 103CV WITH TRACER WIRE PER TOC V STD DTL 319CV	0	LF
312	INSTALL 45 DEGREE BEND	0	EA
313	CONNECT TO EXISTING WATERLINE	0	EA
504	CONSTRUCT CATCH BASIN TYPE 'D' PER M.A.G. DTL 535	0	EA
506	INSTALL 18" CMP PER M.A.G. SPEC 618 AND 760	0	LF
515	CONSTRUCT 48" STORM DRAIN MANHOLE BASE AND SHAFT PER MAG DTL 520 AND 522	0	EA



VERDE COMMERCIAL SUBDIVISION
FINAL PLAT CONSTRUCTION PLANS
HOMESTEAD PLAN AND PROFILE

YAVAPAI COUNTY
TOWN OF CAMP VERDE

JOB NO.:	224267	DESIGN BY:	JTL	DRAWN BY:	EGM	CHECKED:	JTL	DATE:	JUNE 2025
DWG.	C12	SHEET	12	OF	18				

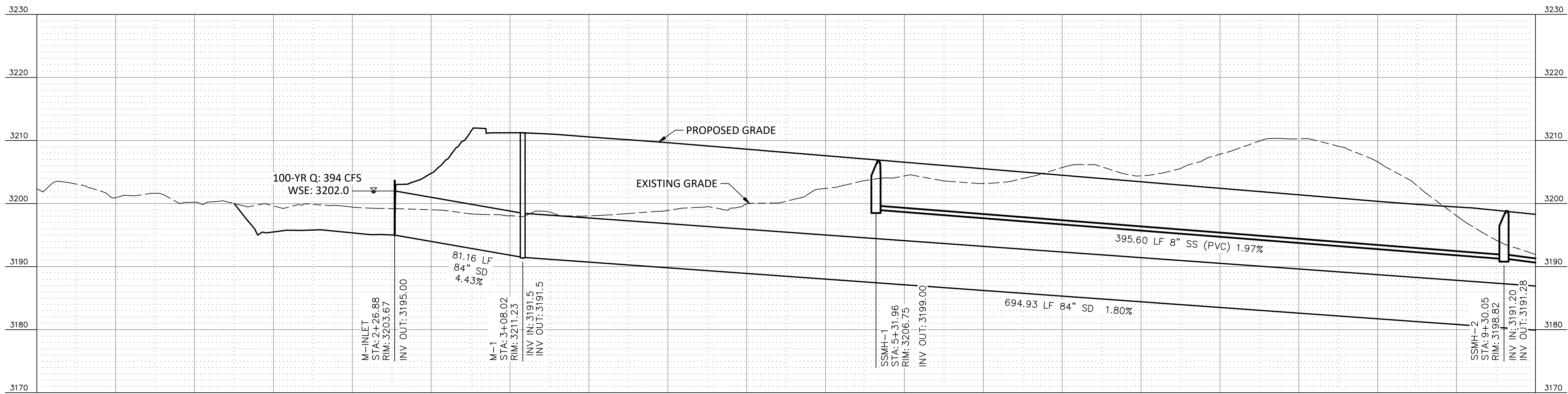
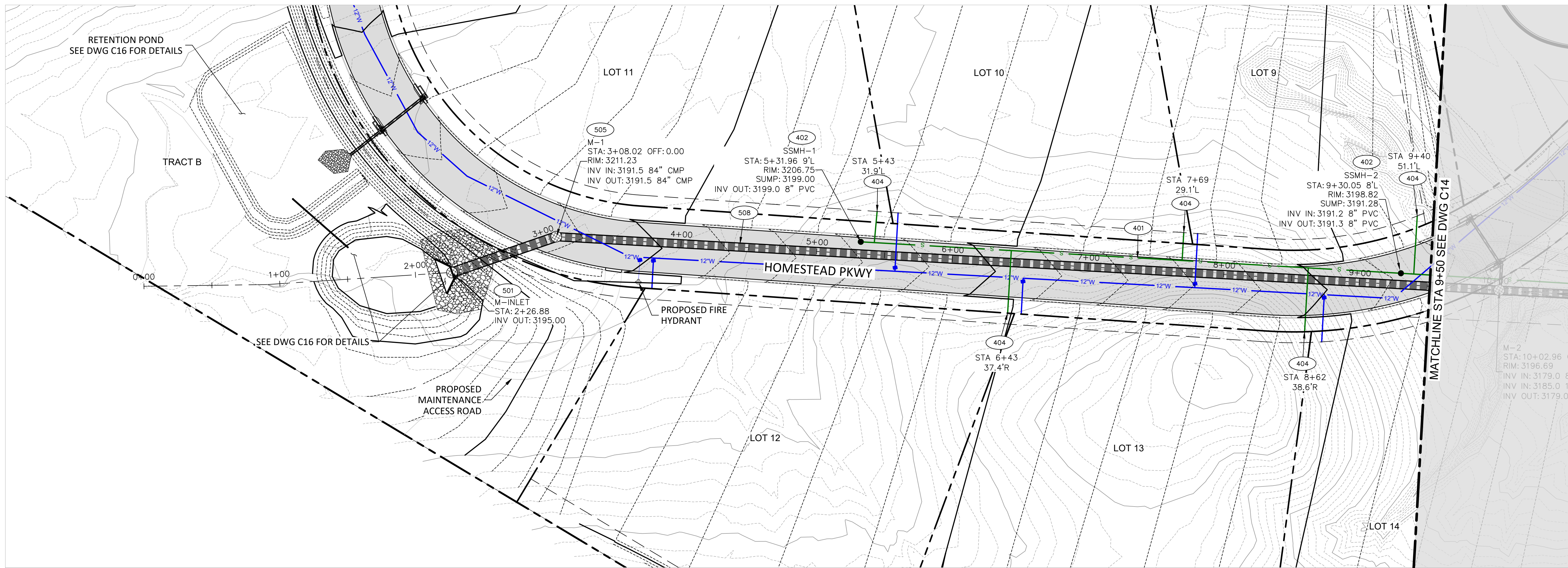
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Professional Engineer
JOSEPH T. JONES
Date: 6/27/2025

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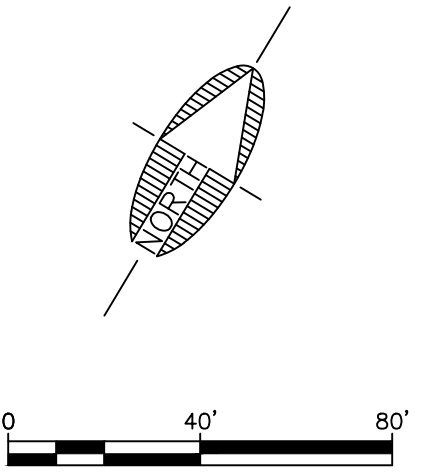
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PLOTTED: Jun 27, 2025-3:30pm



STORM DRAIN MAINLINE PROFILE

CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING			
NO.	DATE	BY	REVISION
401			INSTALL 8" PVC (SDR 26) SEWER LINE PER TOCV STD DTL 104CV WITH TRACER WIRE PER TOCV STD DTL 200CV
402			CONSTRUCT 60" CONCRETE SANITARY SEWER MANHOLE PER TOCV DTL STD DTL 420CV-1 WITH 30" COVER PER TOCV STD DTL 423CV AND CONCRETE COLLAR PER TOCV STD DTL 422CV-1
404			INSTALL 6" PVC (SDR 26) SEWER SERVICE LATERAL PER MAG SPEC 615 AND 738 WITH TRACER WIRE PER TOWN OF CAMP VERDE REQUIREMENTS
501			CONSTRUCT CONCRETE HEADWALL PER M.A.G. DTL 501-3
505			CONSTRUCT 36" CMP STORM DRAIN RISER PER DETAIL 1" ON SHEET C2
508			INSTALL 84" CMP PER M.A.G. SPEC 616 AND 760



VERDE COMMERCIAL SUBDIVISION

FINAL PLAT CONSTRUCTION PLANS

STORM+SANITARY SEWER PLAN AND PROFILE

YAVAPAI COUNTY

TOWN OF CAMP VERDE

DWG: C13

SHEET 13

OF 18

JOB NO.: 224267

DESIGN BY: JTL

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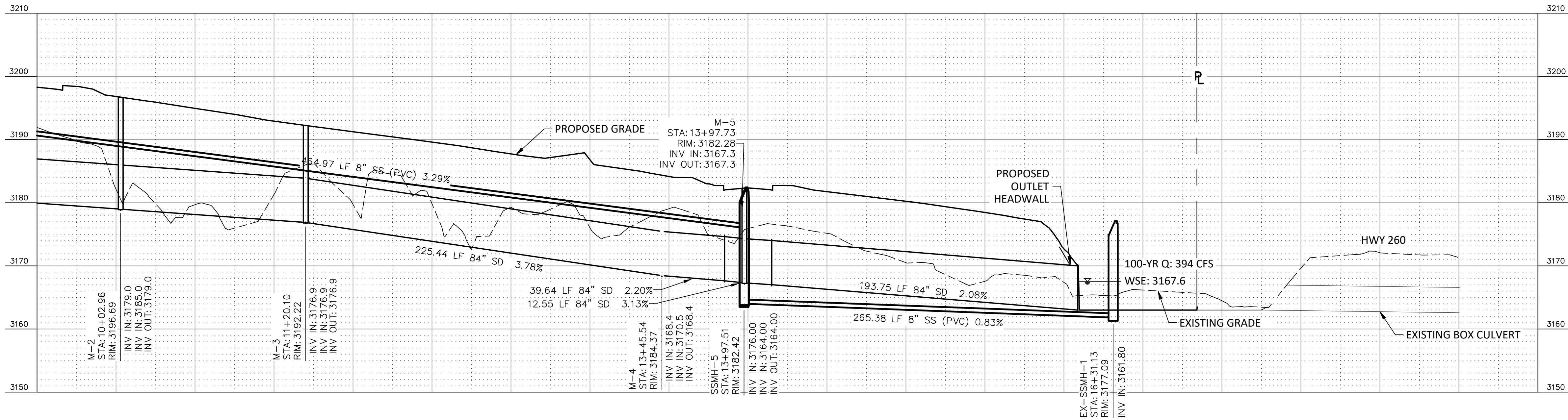
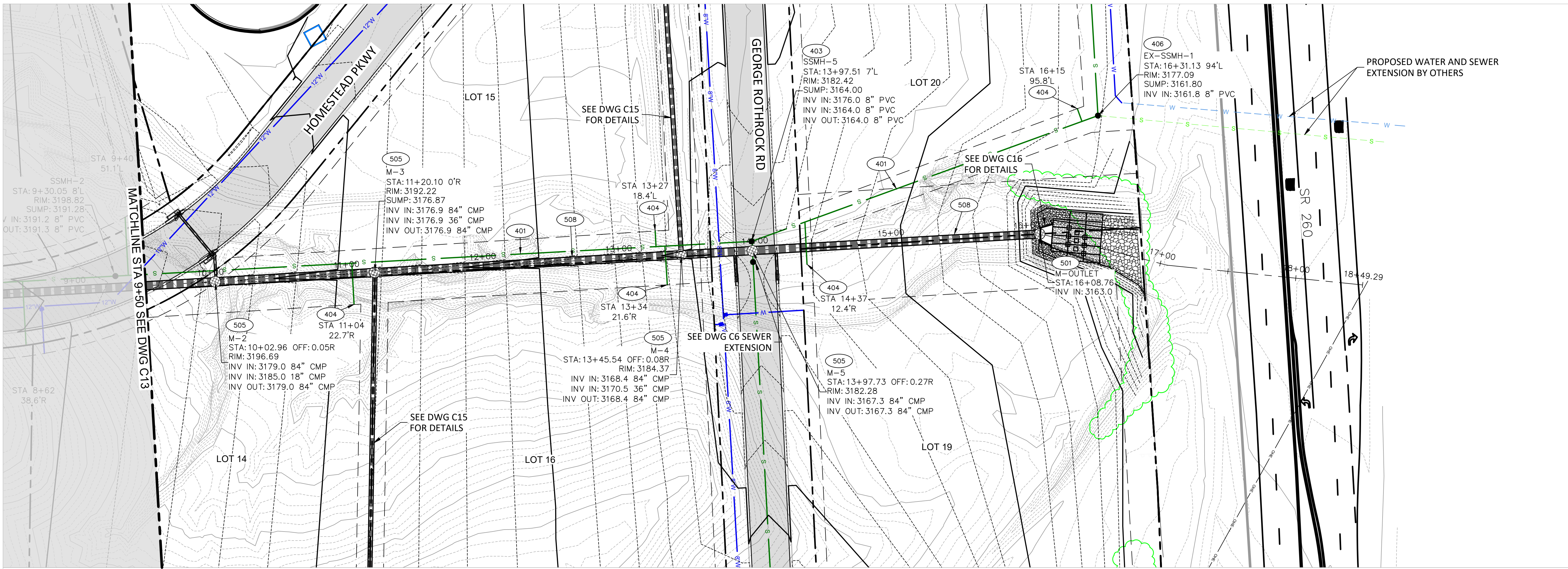
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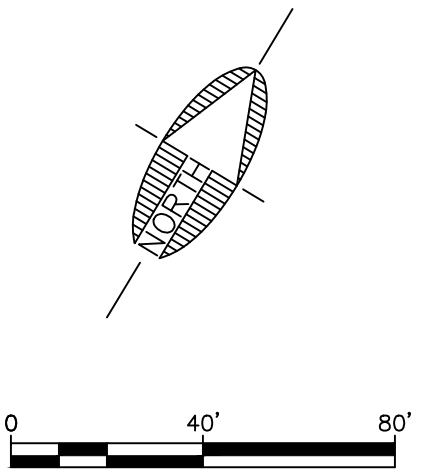
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PLOTTED: Jun 27, 2025 3:30pm



STORM DRAIN MAINLINE PROFILE

CONSTRUCTION
QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING			
NO.	DATE	BY	REVISION
401			INSTALL 8" PVC (SDR 26) SEWER LINE PER TOCV STD DTL 104CV WITH TRACER WIRE PER TOCV STD DTL 200CV
403			CONSTRUCT 60" CONCRETE SANITARY SEWER MANHOLE PER TOCV DTL STD DTL 420CV-1 WITH DROP SEWER CONNECTION PER TOCV STD DTL 426CV, 30" COVER PER TOCV STD DTL 423CV AND CONCRETE COLLAR PER TOCV STD DTL 422CV-1
404			INSTALL 6" PVC (SDR 26) SEWER SERVICE LATERAL PER MAG SPEC 615 AND 738 WITH TRACER WIRE PER TOWN OF CAMP VERDE REQUIREMENTS
406			CONNECT TO EXISTING SEWER MANHOLE
501			CONSTRUCT CONCRETE HEADWALL PER M.A.G. DTL 501-3
505			CONSTRUCT 36" CMP STORM DRAIN RISER PER DETAIL '1' ON SHEET 'C2'
508			INSTALL 84" CMP PER M.A.G. SPEC 618 AND 760



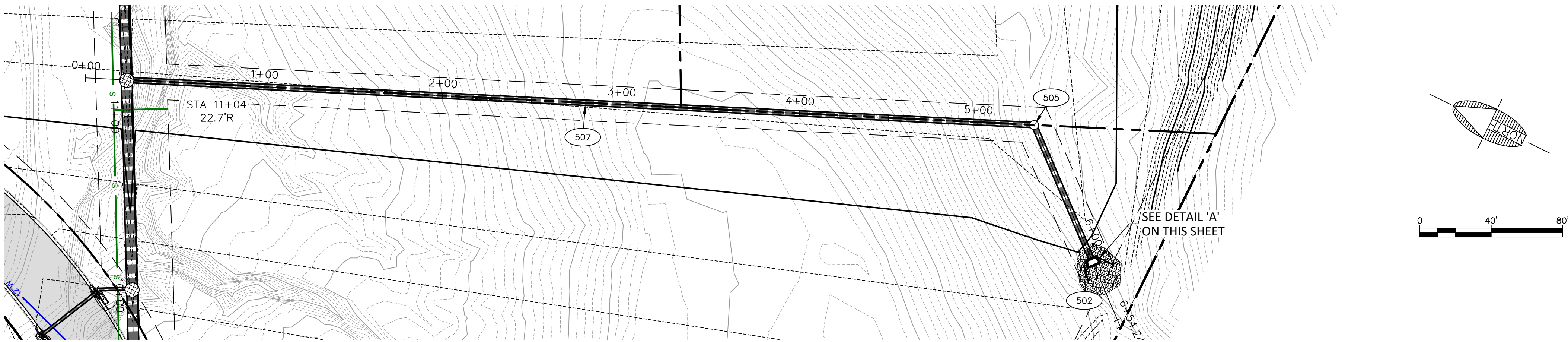
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FINAL PLAT CONSTRUCTION PLANS
STORM+SANITARY SEWER PLAN AND PROFILE
YAVAPAI COUNTY
TOWN OF CAMP VERDE

JOB NO.:	224267
DESIGN BY:	JTL
DRAWN BY:	EGM
CHECKED:	JTL
DATE:	JUNE 2025

DWG.	C14
SHEET	14
OF	18

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PLOTTED: Jun 27, 2025-3:30pm



CONSTRUCTION QUANTITIES

CONTRACTOR TO VERIFY QUANTITIES PRIOR TO BIDDING		
502	CONSTRUCT CONCRETE HEADWALL PER M.A.G. DTL 501-5	EA
505	CONSTRUCT 36" CMP STORM DRAIN RISER PER DETAIL '1' ON SHEET 'C2'	EA
507	INSTALL 36" CMP PER M.A.G. SPEC 618 AND 760	LF
511	INSTALL RIP-RAP 12" THICK, D50=6" WITH FILTER FABRIC	SY

NO.	DATE	BY	REVISION

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VERDE COMMERCIAL SUBDIVISION
FINAL PLAT CONSTRUCTION PLANS
STORM SEWER LATERAL PLAN AND PROFILE
YAVAPAI COUNTY
TOWN OF CAMP VERDE

JOB NO.:	224267
DESIGN BY:	JTL
DRAWN BY:	EGM
CHECKED:	JTL
DATE:	JUNE 2025

DWG.	C15
SHEET	15
OF	18

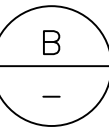
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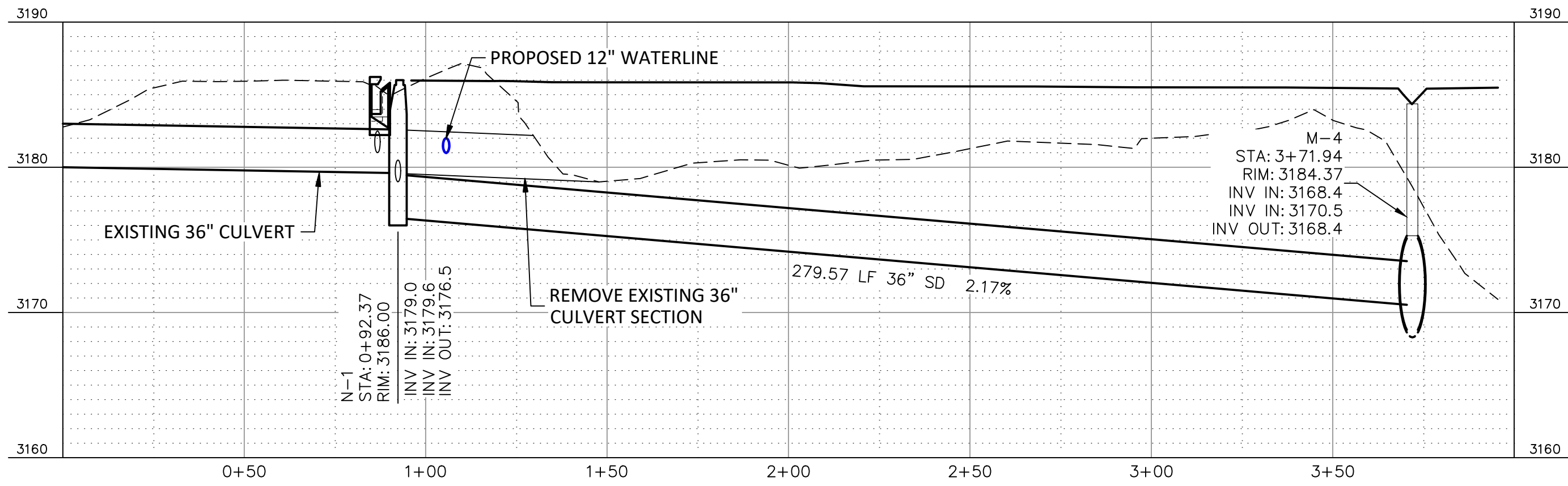
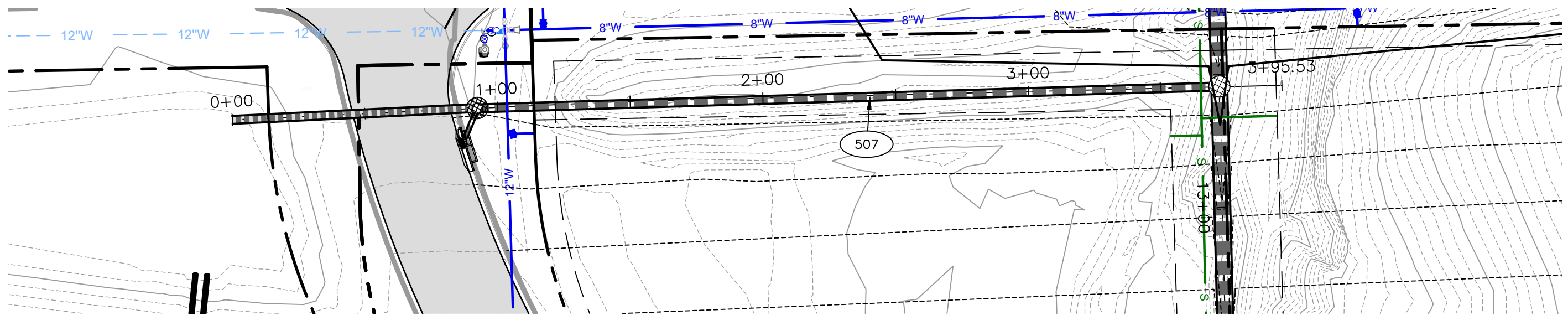
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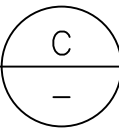
SOUTHEAST DRAINAGE CULVERT PROFILE



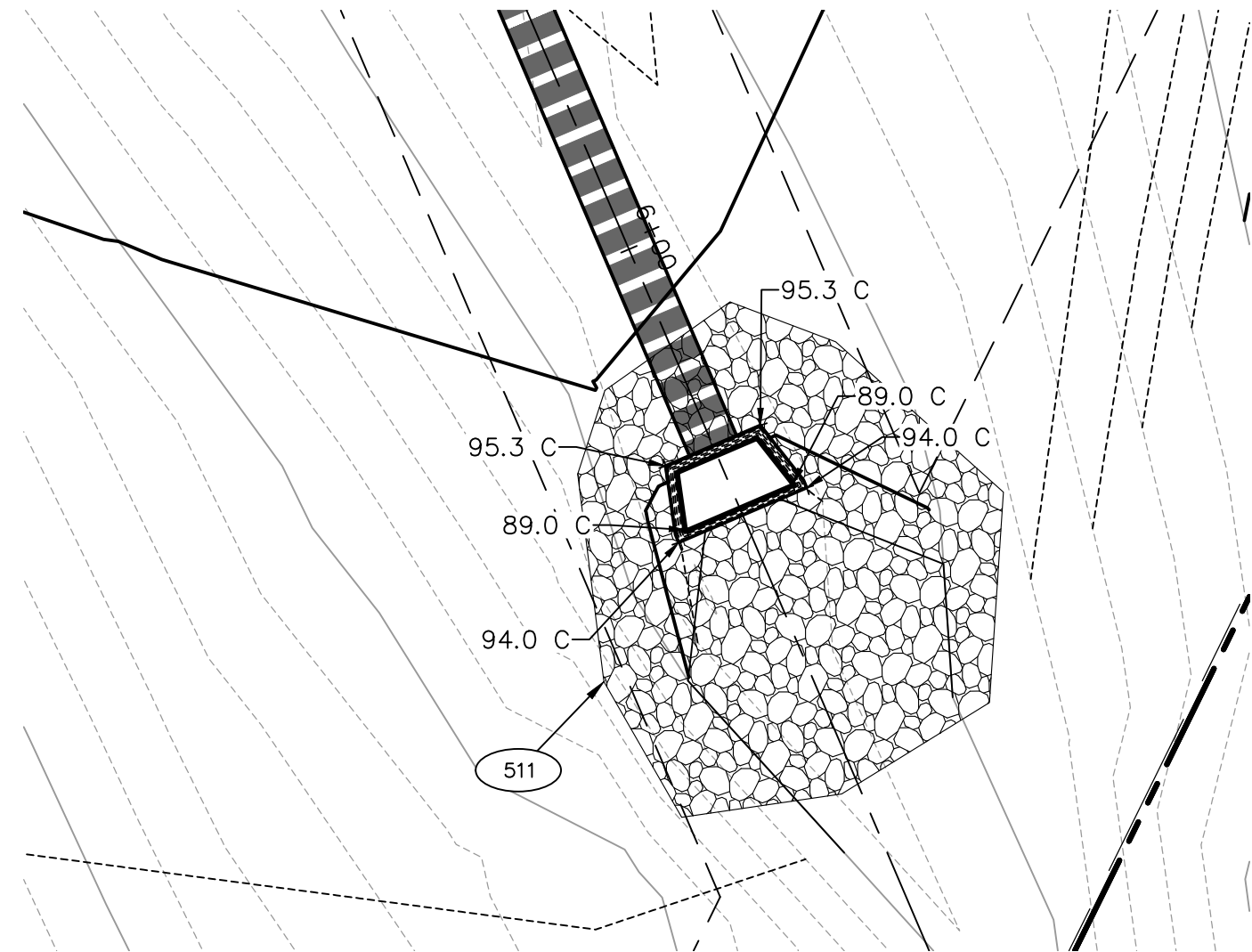
NO SCALE



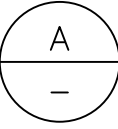
36" CULVERT EXTENSION PROFILE



NO SCALE



SOUTHEAST DRAINAGE INLET DETAIL



NO SCALE

1. THE CONTRACTOR MUST NOTIFY BLUE STAKE AT 1-800-STAKE-IT AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH APPLICABLE CITY ORDINANCES AND POLICIES.
2. THE CONTRACTOR GRANTS THE RIGHT-OF-ENTRY ON TO THIS PROPERTY TO THE DESIGNATED TOWN PERSONNEL FOR THE PURPOSE OF INSPECTING AND MONITORING FOR COMPLIANCE WITH EROSION AND SEDIMENT CONTROL LAW AND THE DESIGN AND CONSTRUCTION STANDARDS MANUAL.
3. ALL EROSION CONTROL MEASURES SHOWN ON THE APPROVED PLAN MUST BE IN PLACE AND INSPECTED AND APPROVED BY THE TOWN PRIOR TO CLEARING, STRIPPING OF TOPSOIL OR GRADING.
4. THE CONTRACTOR SHALL POST A SIGN AT THE MAIN ENTRANCE TO THE CONSTRUCTION SITE CONTAINING THE APZDES AUTHORIZATION NUMBER AND/OR COPY FOR NOTICE OF INTENT AUTHORIZATION, CONSTRUCTION SITE OPERATOR CONTACT NAME AND TELEPHONE NUMBER, A BRIEF PROJECT DESCRIPTION, AND THE LOCATION OF THE APPROVED STORM WATER POLLUTION PREVENTION PLAN. THE SIGN SHALL ALSO DISPLAY THE NAME, CONTACT INFORMATION, AND QUALIFICATIONS OF THE PERSONNEL PERFORMING ROUTINE INSPECTIONS.
5. THE CONTRACTOR'S REPRESENTATIVE IS RESPONSIBLE FOR THE INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION.
6. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL COMPLETE AND ADEQUATE STABILIZATION IS ACHIEVED.
7. WATER MUST BE PUMPED INTO AN APPROVED FILTERING DEVICE DURING DEWATERING OPERATIONS.
8. THE CONTRACTOR'S REPRESENTATIVE SHALL INSPECT AND DOCUMENT ALL EROSION AND SEDIMENT CONTROL MEASURES DAILY AND AFTER EACH SIGNIFICANT RAINFALL. THE FOLLOWING ITEMS WILL BE CHECKED IN PARTICULAR:
 - 8.A. SEDIMENT BASINS WILL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT BUILDUP REACHES THE CLEANOUT ELEVATION INDICATED ON THE RISER PIPE. SEDIMENT SHALL BE DISPOSED IN SUITABLE AREAS AND IN SUCH A MANNER THAT WILL NOT ERODE OR CAUSE SEDIMENTATION PROBLEMS. THE BASIN EMBANKMENT SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. EMERGENCY SPILLWAYS SHOULD BE CHECKED REGULARLY TO ENSURE THAT ITS LINING IS WELL ESTABLISHED AND EROSION RESISTANT.
 - 8.B. SEDIMENT BASINS WILL BE CHECKED REGULARLY FOR SEDIMENT CLEANOUT. SEDIMENT SHALL BE REMOVED AND THE BASIN RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN VOLUME OF THE WET STORAGE. SEDIMENT REMOVED FROM THE BASIN SHALL BE DEPOSITED IN A SUITABLE AREA AND IN A SUCH A MANNER THAT IT WILL NOT ERODE AND CAUSE SEDIMENTATION PROBLEMS.
 - 8.C. GRAVEL OUTLETS WILL BE CHECKED REGULARLY FOR SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE. IF THE GRAVEL IS CLOGGED BY SEDIMENT, IT SHALL BE REMOVED AND CLEANED OR REPLACED.
 - 8.D. SILT FENCE BARRIERS WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES HALF WAY TO THE TOP OF THE BARRIER.
 - 8.E. SEEDED AREAS WILL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEEDED AS NEEDED.
 - 8.F. STREAM DIVERSION AND STORM CONVEYANCE CHANNELS SHALL BE INSPECTED DAILY AND AFTER EACH RAIN TO ENSURE THEY'RE FUNCTIONING PROPERLY AND THAT THE INTEGRITY OF THE LININGS ARE NOT IMPAIRED. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES MUST BE MADE IMMEDIATELY AFTER THE INSPECTION.
9. INSPECTION FORMS SHALL BE COMPLETED BY THE CONTRACTOR'S INSPECTOR WITH THE MINIMUM FOLLOWING INFORMATION: INSPECTION DATE, TITLE AND QUALIFICATIONS OF EACH INSPECTOR, WEATHER INFORMATION FOR PERIOD SINCE LAST INSPECTION, LOCATION OF DISCHARGE OF SEDIMENT OR OTHER POLLUTANTS LIST OF BMPs THAT NEED TO BE MAINTAINED OR INADEQUATE, LIST ADDITIONAL NEEDED BMPs, CORRECTIVE ACTION REQUIRED, SOURCES OF ALL NON-STORMWATER AND CONTROL MEASURES, DATES WHEN MAJOR GRADING ACTIONS OCCURRED, POLLUTANT DISCHARGE STATUS OF STORAGE AREAS, AND DATES WHEN CONSTRUCTION ACTIVITIES CEASED.
10. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INSPECTION RECORDS FOR AT LEAST THREE (3) YEARS FOLLOWING THE COMPLETION OF PROJECT.
11. THE SWPPP SHALL BE MODIFIED BY THE CONTRACTOR WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OF AN INADEQUATE BMP WHEN NEEDED. BMPs SHALL BE MODIFIED OR ADDED AS SOON AS PRACTICABLE AFTER THE BMP HAS BEEN DETERMINED INADEQUATE.
12. SEDIMENT BASIN MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING AND WILL BE SEEDED AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
13. PERMANENT SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN

EROSION CONTROL MEASURES

ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS ESTABLISHED HEREIN.

1. TEMPORARY DIVERSION DIKE: A SYSTEM OF DIVERSION DIKES TO DIRECT FLOW INTO SEDIMENT BASINS WILL BE INSTALLED WHERE APPLICABLE AND SPECIFIED.
2. SILT FENCE BARRIER: SILT FENCE SEDIMENT BARRIERS WILL BE INSTALLED DOWNSTREAM OF AREAS WITH MINIMAL GRADES TO FILTER SEDIMENT LADEN RUNOFF FROM SHEET FLOW AS INDICATED ON THE PLANS.
3. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED WHERE THE ACCESS AREA INTERSECTS WITH EXISTING ROADS DURING MUDDY CONDITIONS. DRIVERS OF CONSTRUCTION VEHICLES WILL BE REQUIRED TO WASH THEIR WHEELS BEFORE ENTERING THE HIGHWAY.
4. TEMPORARY SEDIMENT BASIN: TEMPORARY PONDING AREAS, WHERE SPECIFIED, WILL BE FORMED BY CONSTRUCTING AN EARTHEN EMBANKMENT WITH A STONE OUTLET. SPECIFIC DETAILS, WHERE APPLICABLE, OF THE SEDIMENT BASINS ARE SHOWN ON THE PLAN SHEETS.
5. STORM DRAIN INLET & SPILLWAY PROTECTION: ALL STORM SEWER INLETS AND SPILLWAYS SHALL BE PROTECTED DURING CONSTRUCTION. SEDIMENT-LADEN WATER SHALL BE FILTERED BEFORE ENTERING THE STORM SEWER INLETS AND CULVERTS.

1. TOP SOILING (STOCKPILE) TOPSOIL WILL BE STRIPPED FROM AREAS TO BE GRADED AND STOCKPILED FOR LATER USE. STOCKPILE LOCATIONS ARE TO BE STABILIZED WITH TEMPORARY VEGETATION. PRIOR TO LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTARY EROSION & SEDIMENTATION CONTROL PLAN TO THE OWNER COVERING THE STOCKPILE AREA WHICH MAY HAVE TO BE APPROVED BY THE PLAN APPROVING AUTHORITY BEFORE ANY ACTIVITY COMMENCES.
2. TEMPORARY SEEDING ALL DENUDED AREAS WHICH WILL BE LEFT DORMANT FOR EXTENDED PERIODS OF TIME SHALL BE SEEDED WITH FAST GERMINATING TEMPORARY VEGETATION IMMEDIATELY FOLLOWING GRADING. SELECTION OF THE SEED MIXTURE WILL DEPEND ON THE TIME OF YEAR IT IS APPLIED.

1. CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN

IN GENERAL, ALL EROSION & SEDIMENT CONTROL MEASURES WILL BE CHECKED DAILY AND AFTER EACH SIGNIFICANT RAINFALL. REFER TO THE ATTACHED EROSION & SEDIMENT CONTROL STANDARD NOTES FOR DETAILED MAINTENANCE AND REVEGETATION / STABILIZATION REQUIREMENTS. GENERAL LAND CONSERVATION NOTES

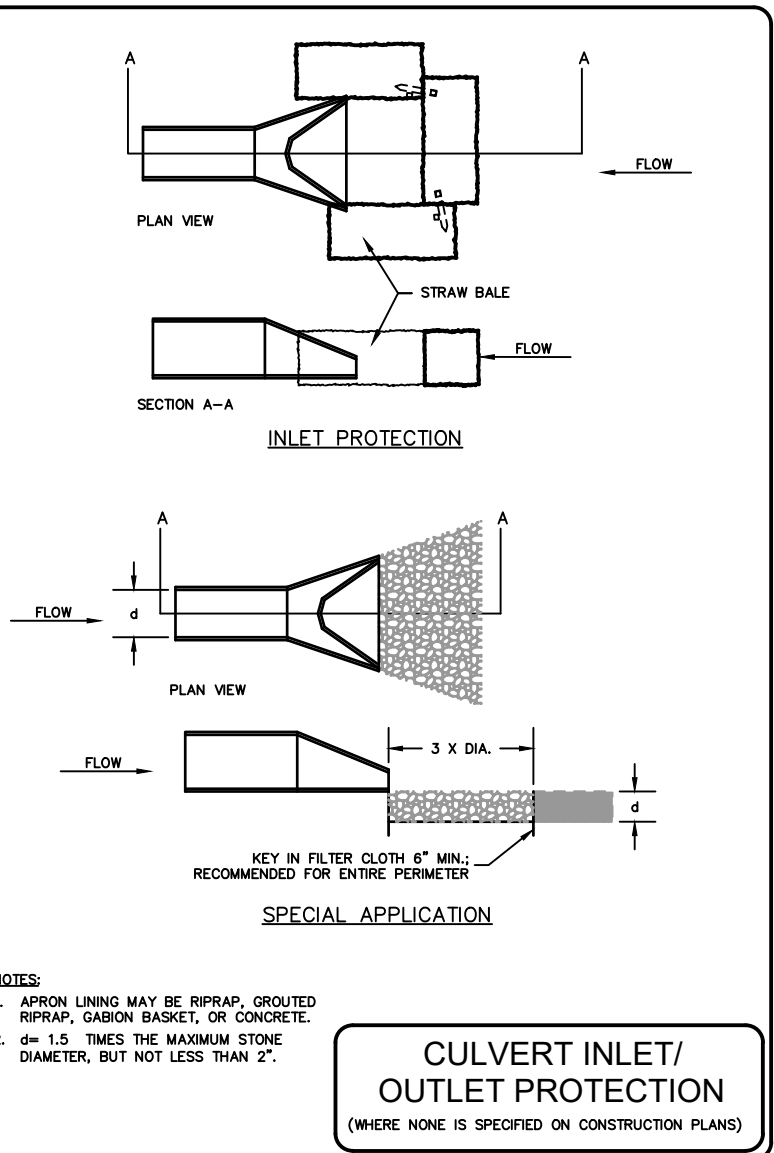
1. ALL CONSTRUCTION SHALL CONFORM TO TOWN STANDARDS, MAG STANDARDS, AZPDES STANDARDS AND SPECIFICATIONS AND GENERALLY ACCEPTED CONSTRUCTION PRACTICE.
2. THESE PLANS REPRESENT A REASONABLE EFFORT TO IMPLEMENT THE MOST CURRENT BEST MANAGEMENT PRACTICES (BMPs) IN MITIGATING STORM WATER POLLUTION DURING CONSTRUCTION. THE EFFECTIVENESS OF THE MITIGATION MEASURES DEPICTED IN THESE PLANS DEPEND IN PART ON PROPER INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND REPAIR OF THE DEVICES SELECTED.

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES, ESPECIALLY WHEN RAIN IS IMMINENT.
2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE INSPECTOR.
3. ALL PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH DAY.
4. AFTER A RAIN STORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS. ANY GRADED SLOPE SURFACE PROTECTION MEASURE DAMAGED DURING A RAIN STORM SHALL BE IMMEDIATELY REPAIRED.
5. FILL SLOPES AT THE CONSTRUCTION SITE PERIMETER MUST DRAIN AWAY FROM THE TOPS OF THE SLOPES AT THE END OF EACH DAY.
6. A COPY OF THIS EROSION CONTROL PLAN SHALL BE MAINTAINED AT THE CONSTRUCTION SITE AND ALWAYS AVAILABLE FOR REVIEW.
7. PROTECT ALL STORM DRAINAGE STRUCTURES FROM SEDIMENT CLOGGING BY PROVIDING INLET PROTECTION AT ALL OPENINGS.
8. AVOID PAVING DURING WET WEATHER.
9. STORE MATERIALS AWAY FROM DRAINAGE COURSES TO PREVENT CONTACT WITH STORM WATER.
10. PLACE DRIP PANS OR ABSORBENT MATERIALS UNDER CONSTRUCTION EQUIPMENT WHEN NOT IN USE.
11. CLEAN UP SPILLS WITH ABSORBENT MATERIALS.
12. OLD ASPHALT MUST BE DISPOSED OF PROPERLY.
13. KEEP WORK SITE CLEAN AND ORDERLY DAILY.
14. PROPERLY STORE PAINTS AND SOLVENTS.
15. PERMANENTLY MARK STORM DRAIN STRUCTURES IN A MANNER APPROVED BY THE CONSTRUCTION INSPECTOR TO MINIMIZE INADVERTENT DISPOSAL OF RESIDUAL PAINTS, SOLVENTS, OR ANY OTHER POLLUTANT.
16. ALLOW MATERIAL DELIVERY AND STORAGE ONLY IN DESIGNATED AREAS AND AVOID TRANSPORT NEAR DRAINAGE PATHS AND WATERWAYS.
17. MINIMIZE THE USE OF HAZARDOUS MATERIALS ON SITE.
18. CLEAN UP LEAKS AND SPILLS IMMEDIATELY.
19. USE WATERTIGHT DUMPSTERS FOR TRASH AND CONSTRUCTION WASTE.
20. COLLECT SITE TRASH AS NEEDED, ESPECIALLY DURING RAINY OR WINDY CONDITIONS.
21. ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINERS OVERFLOW.
22. DO NOT ALLOW BRUSHES OR PAINT CONTAINERS TO BE CLEANED OUT IN THE DIRT, STREET, GUTTER, OR STORM DRAINS.
23. STORE AND COVER DRY AND WET MATERIALS FROM CONCRETE PLACEMENT AWAY FROM DRAINAGE AREAS.
24. PERFORM WASHOUT OF CONCRETE TRUCKS IN DESIGNATED AREAS ONLY. WASHOUT AREAS SHALL BE AWAY FROM STORM DRAINS, OPEN DITCHES, OR STREETS.
25. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED IN GOOD WORKING ORDER BY A LICENSED SERVICE.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS PLAN THROUGHOUT CONSTRUCTION AND INDICATE ANY AND ALL REVISIONS / UPDATES ON THIS PLAN.
27. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM WATER WILL BE CONTAINED WITHIN THE PROJECT OR CHanneled INTO THE STORM DRAIN SYSTEM PROVIDED THAT IT IS FREE FROM POLLUTANTS AND DEBRIS.

28. TOWN APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM CORRECTING ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. CONFORMANCE WITH THE REQUIREMENTS OF THIS PLAN SHALL IN NO WAY RELIEVE THE DEVELOPER FROM HIS RESPONSIBILITIES TO THE SITE AND ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND TAKING SUCH MEASURES AS

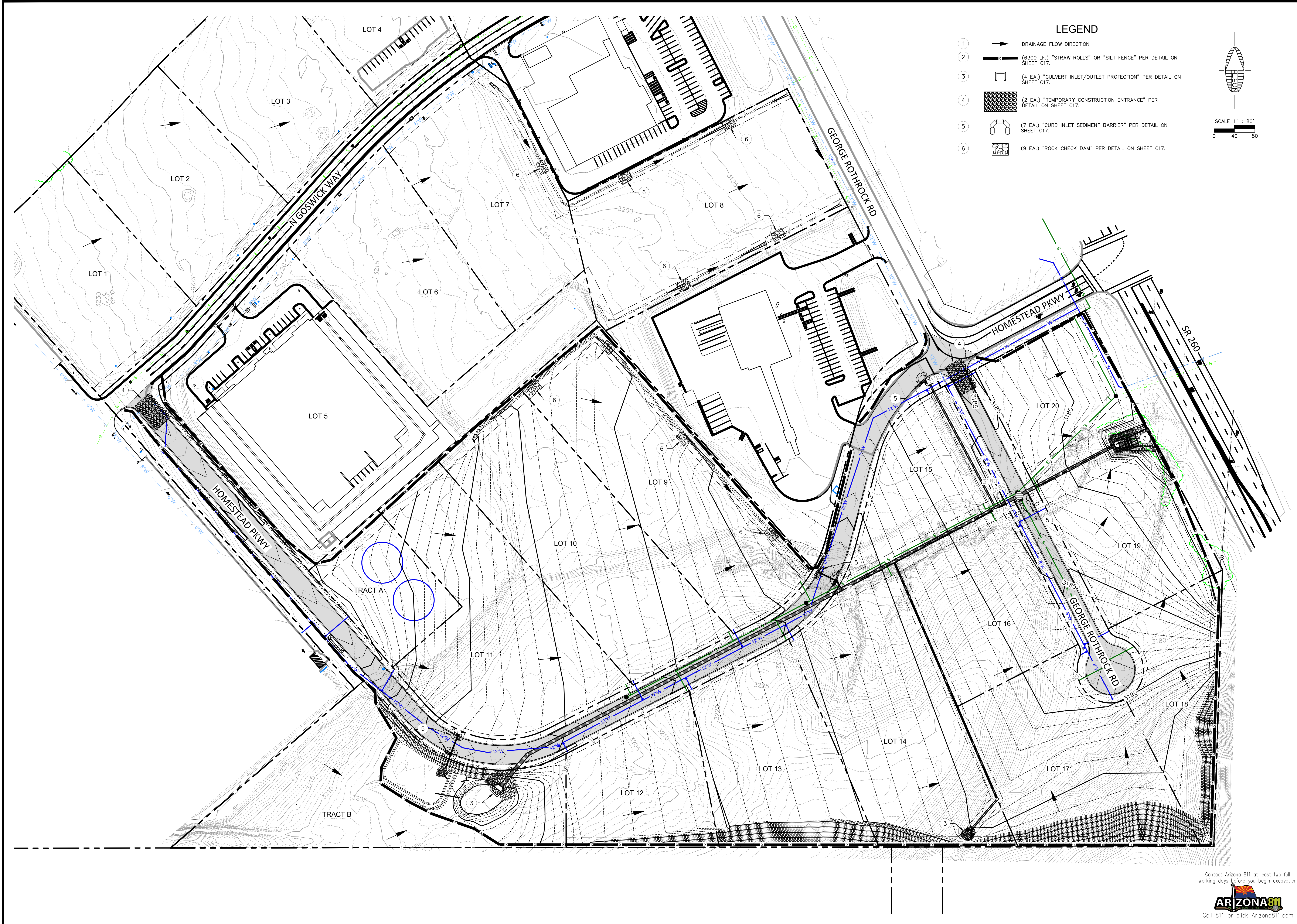
	RATE/ACRE
SAND DRIPSEED (SPOROBOLUS CRYPTANDRUS)	2 LB
SIDEOTS GRAMA (BOULELOUS CURTIPENDULA)	10 LB
CRESTED WHEATGRASS (AGROPYRON CRISTATUM)	10 LB

1. SEEDING OPERATIONS SHALL NOT BE PERFORMED WHEN WIND WOULD PREVENT UNIFORM APPLICATION OF MATERIALS OR WOULD CARRY SEEDING MATERIALS INTO AREAS NOT DESIGNATED TO BE SEED.
2. THE EQUIPMENT AND METHODS USED TO DISTRIBUTE SEEDING MATERIALS SHALL BE SUCH AS TO PROVIDE AN EVEN AND UNIFORM APPLICATION OF SEED, MULCH AND OR OTHER MATERIALS AT THE SPECIFIED RATES.
3. SEEDING OPERATIONS SHALL NOT BE PERFORMED ON UNDISTURBED SOIL OUTSIDE THE CLEARING AND GRUBBING LIMITS OF THE PROJECT OR ON STEEP ROCK CUTS.
4. IMMEDIATELY BEFORE SEEDING, THE SURFACE AREA SHALL BE RAKED OR OTHERWISE LOOSENED TO OBTAIN A SMOOTH FRABLE SURFACE FREE OF EARTH CLODS, HUMPS AND DEPRESSIONS. LOOSE STONES HAVING A IMENSION GREATER THAN ONE INCH AND DEBRIS BROUGHT TO THE SURFACE DURING CULTIVATION SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
5. THE AREA TO BE SEEDD SHALL BE ROUGHENED WITH GROOVES PARALLEL TO THE CONTOURS PRIOR TO SEEDING. A BULLDOZER OR CRAWLER TRACKER SHALL BE DRIVEN UP AND DOWN THE SLOPE PARALLEL TO THE FALL LINE TO CREATE A TRACKWALKED SLOPE. THE SEEDS SHALL BE UNIFORMLY APPLIED IN A DIRECTION PARALLEL TO THE CONTOURS OF THE SLOPE.
6. IMMEDIATELY AFTER SEEDING, THE AREA SHALL BE UNIFORMLY COVERED WITH SCREENED MANURE AT THE RATE OF ONE CUBIC YARD PER 1,000 SQUARE FEET AND THEN WATERED UNTIL THE GROUND IS WET TO A MINIMUM DEPTH OF TWO INCHES.
7. WATER SHALL BE FREE OF OIL, ACID, SALTS OR OTHER SUBSTANCES WHICH ARE HARMFUL TO PLANTS. THE SOURCE SHALL AS APPROVED BY THE ENGINEER PRIOR TO USE.
8. THE CONTRACTOR SHALL PROTECT SEEDD AREAS FROM DAMAGE BY TRAFFIC OR CONSTRUCTION EQUIPMENT. SURFACES WHICH ARE ERODED OR OTHERWISE DAMAGED FOLLOWING SEEDING AND PRIOR TO FINAL ACCEPTANCE SHALL BE REPAIRED BY REGRADING, RESEEDING AND REMULCHING AS DIRECTED BY THE ENGINEER.



FILE: P:\2024\24267\DRAWINGS\CONSTRUCTION PLANS\2424267 - SWPPP.DWG EMIETZ

PLOTTED: Jun 27, 2025-3:32pm



Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811
Call 811 or click Arizona811.com

DWG.	JOB NO.:	DESIGN BY:	DRAWN BY:	CHECKED:	DATE:	VERDE COMMERCIAL SUBDIVISION			TOWN OF CAMP VERDE		
						FINAL PLAT CONSTRUCTION PLANS			YAVAPAI COUNTY		
SHEET	C18	JTL	EGM	JTL	JUNE 2025	EROSION CONTROL PLAN			NO. DATE BY REVISION		
18											
OF	18										

0-928.282.1061
1250 E SR89A
COTTONWOOD, AZ 86326
www.ardurra.com

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VERDE COMMERCIAL
Town of Camp Verde, Arizona
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
VERDE COMMERCIAL SUBDIVISION

Prepared by: ARDURRA

Item Description	Quantity	Unit	Unit Price	Total
STREET WORK				
4" Asphaltic Pavement over 12" ABC	12,100	s.y.	\$65.00	\$786,500
Centerline Street Monument	7	ea.	\$1,500.00	\$10,500
Street Sign and Post	6	ea.	\$1,200.00	\$7,200
Pavement sawcut and disposal	300	l.f.	\$20.00	\$6,000
Vertical Curb and Gutter	6,000	l.f.	\$55.00	\$330,000
Roll Curb and Gutter	20	l.f.	\$55.00	\$1,100
Curb Transition	2	ea.	\$500.00	\$1,000
Roadway Striping and Stop Bars	2,800	l.f.	\$6.00	\$16,800
40' Concrete Driveway Pan	1	ea.	\$6,000.00	\$6,000
SUB-TOTAL				\$1,165,100
ON-SITE WATER DISTRIBUTION SYSTEM				
8" (DIP) Waterline and Appurtenances	700	l.f.	\$140.00	\$98,000
12" (DIP) Waterline and Appurtenances	2,300	l.f.	\$165.00	\$379,500
Fire Hydrant	2	ea.	\$10,000.00	\$20,000
6" (DIP) Water Service Tee/Valve/Box/Blowoff	13	ea.	\$10,000.00	\$130,000
End of line blowoff	2	ea.	\$700.00	\$1,400
Connect to existing waterline	2	ea.	\$1,000.00	\$2,000
				\$630,900
ON-SITE SEWER COLLECTION SYSTEM				
8" PVC Gravity Sewer Line	1,600	l.f.	\$100.00	\$160,000
60" Manhole with Frame and Cover	4	ea.	\$15,000.00	\$60,000
60" Drop Manhole with Frame and Cover	2	ea.	\$20,000.00	\$40,000
6" Sewer Lateral	12	ea.	\$4,000.00	\$48,000
Existing Sewer Manhole Tie In	1	ea.	\$7,500.00	\$7,500
SUB-TOTAL				\$315,500
STORM DRAINAGE				
84" Culvert Headwall	2	ea.	\$30,000.00	\$60,000
36" Culvert Headwall	1	ea.	\$10,000.00	\$10,000
MAG 534 Type 'E' Catch Basin	2	ea.	\$5,000.00	\$10,000
MAG 533 Type 'D' Catch Basin	5	ea.	\$10,000.00	\$50,000
36" Storm Drain Manhole CMP Riser with slotted grate	5	ea.	\$1,500.00	\$7,500
18" CMP	180	l.f.	\$80.00	\$14,400
36" CMP	740	l.f.	\$150.00	\$111,000
84" CMP	1,400	l.f.	\$400.00	\$560,000
12'x6'x12" Gabion Mattress	16	ea.	\$1,800.00	\$28,800
3'x3'x3' Gabion Basket	9	ea.	\$300.00	\$2,700
Riprap 12" Thick D50=6"	400	s.y.	\$60.00	\$24,000
Riprap 24" Thick D50=12"	150	s.y.	\$75.00	\$11,250
4" PVC storm drain system	1	ea.	\$1,000.00	\$1,000
48" storm drain manhole	1	ea.	\$6,800.00	\$6,800
SUB-TOTAL				\$897,450
GRADING				
Clear/Grub	39	ac.	\$2,200.00	\$85,580
Earthwork Excavation	233,000	c.y.	\$4.00	\$932,000
Earthwork Embankment	140,000	c.y.	\$5.00	\$700,000
SUB-TOTAL				\$1,717,580
SUB-TOTAL CONSTRUCTION COST				\$4,726,530
MISCELLANEOUS				
Mobilization	1	l.s.	\$20,000.00	\$20,000
Erosion Control	1	l.s.	\$35,000.00	\$35,000
Construction Staking	1	l.s.	\$35,000.00	\$35,000
Construction Observation	1	l.s.	\$30,000.00	\$30,000
Testing, Quality Control	1	l.s.	\$30,000.00	\$30,000
SUB-TOTAL				\$4,876,530
5% Contingency				243,827
TOTAL				5,120,357





Miranda Fisher
Town Manager/Interim Community Development Director
Town of Camp Verde
473 S Main Street
Camp Verde, AZ 86322

November 26, 2024

RE: Verde Commercial Subdivision
Traffic Impact Statement

Dear Ms. Fisher:

This letter has been written to support the proposed improvements to the Verde Commercial Subdivision in Camp Verde, Arizona. Verde Commercial Holdings, Inc proposes to subdivide APN: 403-22-035Q into 20 separate commercial lots for development. The intent of this letter is to provide a trip generation analysis for the proposed lots and anticipated uses. The attached Traffic/Circulation Concept Plan shows the location of the project.

Trip Generation

The subject property is mostly vacant land with the exception of the mini-storage facility located on proposed Lot 5.

The average daily traffic volumes, including AM and PM peak hour trips generated by the proposed development, have been estimated using the trip rates provided by the *Institute of Transportation Engineer's (ITE) Trip Generation Manual, 11th Edition*. Table 1 shows the ITE land use codes used to estimate the trips generated by the proposed development.

TABLE1

LAND USE CODE	LAND USE
130	Industrial Park
151	Mini-Warehouse
842	Recreational Vehicle Sales
849	Tire Superstore
857	Discount Club
875	Department Store
944	Gasoline/Service Station
971	Brewery Tap Room



Based on the trip generation analysis, the proposed development will generate a total of 167 PM peak hour trips. The results of the trip generation analysis are shown below in Table 2.

TABLE 2

LOT	LAND USE CODE	PM PEAK HOUR TRIP RATE	# of UNITS	PM PEAK HOUR TRIPS
1	842	0.77	2	2
2	842	0.77	2	2
3	875	1.95	10	20
4	971	9.83	3	29
5	151	0.15	90	14
6	849	2.11	5	11
7	857	2.77	10	28
8	130	0.34	15	5
9	130	0.34	10	3
10	130	0.34	10	3
11	130	0.34	10	3
12	130	0.34	5	2
13	130	0.34	7	2
14	130	0.34	8	3
15	130	0.34	10	3
16	130	0.34	10	3
17	130	0.34	10	3
18	130	0.34	10	3
19	130	0.34	10	3
20	944	5.98	4	24
TOTAL ESTIMATED TRIPS				167

The site is accessed from SR 260 by the roundabout at Goswick Way on the north end and the signalized intersection at Homestead Parkway on the south end. A projected 50/50 split on trip distribution would result in 44 inbound and 44 outbound trips at each access point during the PM Peak Hour. This would have a minimal impact on the existing and future traffic flows along the SR260 corridor.

Conclusions & Recommendations

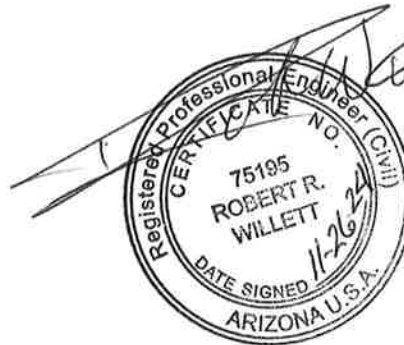
The proposed development will generate approximately 167 PM Peak Hour trips that will be split evenly between the two access points along SR260. These will have a minimal impact on the existing and future traffic flows along the ST260 corridor. Based on the minimal impacts we recommend the approval of the proposed development without any need for mitigation measures.



Please let us know if you have any questions, comments, or need any additional information.

Sincerely,

Robert Willett, P.E.
Ardurra Project Manager



Attachments:

1. Traffic/Circulation Concept Plan



Town of Camp Verde

Gateway to the Verde Valley

Public Works Department

◆ 395 S. Main Street◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0820◆ Fax: 928.567.1540◆

◆ www.campverde.az.gov◆

August 31, 2020

Verde Commercial, LLC
2800 Niagra Ln. N
Minneapolis, MN 55447-4850

Re: Town's Intention to serve Camp Verde Commercial Development with Sewer

To Whom It May Concern:

It is the intent of the Town of Camp Verde and its Wastewater division to serve the Planned Area Development (PAD) known as "Verde Commercial " located in the Town of Camp Verde with sewer collection services. Capacity Assurances for this proposed development have already been given by the Town of Camp Verde showing they have the capability to serve the development as the Town approved sewer lines are constructed with the project progress. Please let this communication serve as your formal "Will Serve" letter for sewer from the Town of Camp Verde.

Sincerely,

Troy A. Odell, P.E.
Public Works Deputy Director
Town of Camp Verde



Handicap Relay: 711 or Voice: 1-800-842-4681 TTD: 1-800-367-8939





AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
County of Yavapai) ss.

I, **James Whedon**, being first duly sworn on his oath says:

That he is authorized by the publisher as agent to make this affidavit of publication of VERDE VALLEY NEWSPAPERS, INC., an Arizona corporation, which owns and publishes the **Verde Independent/Bugle**, a two time per week newspaper published in the City of Cottonwood, County of Yavapai that the notice attached hereto, namely,

NOTICE OF HEARING

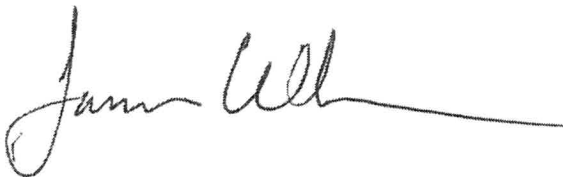
TOWN OF CAMP VERDE, ARIZONA

APN NO.: 403-22-035Q

HEARING DATE: September 3, 2025 at 6:00 p.m.

Has, to the personal knowledge of **16th** day of **AUGUST, 2025** to the **19TH** day of **AUGUST, 2025**, inclusive without change, or omission, amounting in all **2** insertion(s) made on the following dates:

AUGUST 16 & 19, 2025

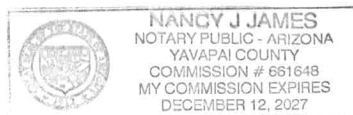


By: _____

Dated this **19TH** day of **AUGUST, 2025**

By:  _____
Notary Public

My commission expires:



Client	11163 - Town of Camp Verde	Phone	(928) 567-6631
Address	473 S Main St	E-Mail	roxanne.jasman@campverde.az.gov
	Camp Verde, AZ, 86322-7272	Fax	

Order#	669350	Requested By		Order Price	\$35.85
Classification	0055 - NOTICE OF HEARINGS	PO #	APN403-22-035Q	Tax 1	\$0.00
Start Date	08/16/2025	Created By	UJ	Tax 2	\$0.00
End Date	08/19/2025	Creation Date	08/04/2025, 01:17:52 pm	Total Net	\$35.85
Run Dates	2			Payment	\$0.00
Publication(s)	VERDE INDEPENDENT	Dimensions	1.6 " X 1.7 "		

Sales Rep	4006 - Ursula Jimenez	Phone	(928) 634-2241 Ext: 6028
		E-Mail	publicnotices@verdenews.com
		Fax	

The Town of Camp Verde
Town Council is holding a Public Hearing.
The public hearing will be held September
3, 2025, at 6:00 pm in the Town Council
Chambers at 473 South Main Street in
Camp Verde, AZ. The purpose of the
hearing is to consider a Final Plat for a
subdivision. The property is located in the
Verde Commercial Planned Area Devel-
opment (APN 403-22-035Q); generally lo-
cated off of North Goswick Way and
George Rothrock Road. For questions or
more information, please contact Camp
Verde Community Development at
928.554.0066 or cory.mulcaire@camp-
verde.az.gov.
TAG: This notice is for Community De-
velopment Department
2TVIPublish: Aug 16 & 19, 2025



RESOLUTION 2025-1168

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR PRELIMINARY PLAT 20250032M, SUBMITTED BY VERDE COMMERCIAL HO, ON BEHALF OF PROPERTY OWNER VERDE COMMERCIAL, LLC FOR THE PURPOSE OF DEVELOPING A 20-LOT SUBDIVISION, KNOWN AS "VERDE COMMERCIAL SUBDIVISION". THE PROPERTY IS GENERALLY LOCATED OFF OF NORHT GEORGE ROTHROCK ROAD (APN 403-22-035Q).

WHEREAS, the Planning and Zoning Ordinance and Subdivision Regulations, provide the processes under Section 505, Preliminary Subdivision Plat, to determine details relating to specific capacities and preliminary design of the subdivision; and,

WHEREAS, a request for approval of Preliminary Plat 20250032M was filed by Verde Commercial HO, on behalf of Verde Commercial, LLC. who is the owner of Parcel 403-22-035Q, on December 12, 2024; and,

WHEREAS, the purpose of the Preliminary Plat is to develop Verde Commercial Subdivision with twenty (20) commercial lots, located on Parcel 403-22-035Q; and,

WHEREAS, the request was reviewed by the Planning and Zoning Commission on March 13, 2025, in a public hearing that was advertised and posted according to state law; and,

WHEREAS, the request was reviewed by the Town Council in a Regular Session on April 16, 2025 in a public hearing that was advertised and posted according to state law; and,

WHEREAS, the proposed Preliminary Plat is in compliance with the currently adopted General Plan and was given a recommendation for conditional approval to proceed with assurance of compliance with the Planning and Zoning Ordinance under the Final Plat processing guidelines; and,

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

The Town Council hereby finds as follows:

1. The Mayor and Common Council of the Town of Camp Verde hereby approve Preliminary Plat 20250032M, Exhibit A, for the purpose of developing the Verde Commercial

Subdivision with twenty (20) commercial lots, located on Parcel 403-22-035Q, with the following conditions:

- a. The proposed street names to the property be vetted and acceptable, prior to approval by Town Council of the Final Plat survey.
- b. All documentation required for review and processing of the final plat be received with its submittal to facilitate its processing. Any documentation and information required as a result of the final plat review process to be submitted when requested, to facilitate the final process for Council approval and plat recordation.
- c. The Mayor and Common Council have determined that the applicant must meet all currently adopted development standards. Upon achieving compliance with the Planning & Zoning Ordinance and Subdivision regulations, the proposed use will not constitute a threat to the health, safety, welfare, or convenience of the general public.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of April 16, 2025.

A handwritten signature in black ink, appearing to be 'Marie Moore', written over a horizontal line.

Marie Moore, Mayor

Attest:

A handwritten signature in black ink, appearing to be 'Leah Rhodes', written over a horizontal line.
Leah Rhodes, Town Clerk

Approved as to form:

A handwritten signature in blue ink, appearing to be 'Trish Stuhan', written over a horizontal line.
Trish Stuhan-Town Attorney



Planning & Zoning Ordinances And Subdivision Regulations

PART SIX. ADMINISTRATION AND PROCEDURES

SECTION 600 – DEVELOPMENT DECISION AUTHORITY

A. Introduction and Purpose

Development regulations are applied by the Town of Camp Verde in accordance with the Arizona Revised Statutes and procedures adopted herein

The purpose of Part Six is to provide equitable, uniform processed for all persons to avail themselves of the Town's Planning and Zoning Ordinance. Part Six specifies the authority, responsibility and manner for making and evaluating development applications, rendering decisions, enforcing regulations and assuring open, public participation pertaining to the Camp Verde Planning & Zoning Ordinance.

B. Applicability

These procedures shall apply to:

1. All properties located in the Town to which the State's municipal planning and zoning enabling legislation extends; and
2. Any person and entity:
 - a. Owning land for which development entitlement or permit is sought, or who may be affected thereby, such as, but not limited to: zoning amendments, Use Permits, subdivision approval, site planning, and adjustments to otherwise applicable development regulations; or
 - b. Responsible for improvement, maintenance, prevention of hazard and general observance of the requirements of this Zoning Ordinance.

C. Town Council

As the governing body, the Town Council determines and oversees Town development policies for consistency with the adopted General Plan, considering public testimony, recommendations from the Planning and Zoning Commission or other advisory bodies, and staff where applicable. Council exercises the Town's legislative authority.

1. The Town Council, responsible for considering and acting upon applications for development entitlements may, from time to time, after public hearings and Planning and Zoning Commission report as prescribed such proposed amendments may be initiated by the Planning and Zoning Commission, the Town Council or by application of property owners.

2. Council exercises final decision-making authority on recommendations received from advisory bodies or staff pertaining to application including, but not limited to:

- a. Use Permits; and
- b. Subdivision plats.

3. Council appoints development guidance advisory bodies, the Planning and Zoning Commission (See Section 600D), with a membership of seven members, and the Board of Adjustments and Appeals (See Section 600E), with a membership of five members, appointed for terms of three years as stated in Article 4-1 of The Town Code.

a. The Council shall establish regular meeting dates, times and meeting place by Resolution in January of each year for the Commission and Board. The Chair of either body may schedule special meetings and work sessions subject to approval by the Town Manager.

b. Meetings of the Commission and Board are held as stated in Article 4-3 of the Town Code and shall be open to the public, with minutes of its proceedings, showing the votes of each member and records of its determinations, recommendations and other official actions kept and filed in the Community Development Department as a public record. The secretary of the Commission and Board shall be a member of the Community Development Department staff.

1) For the Planning and Zoning Commission, at least four members shall be present to conduct a meeting.

2) For the Board of Adjustments and Appeals, at least three members shall be present to conduct a meeting.

3) In the event of a quorum of four members or three members, respectively, are the total members present, then an unanimous vote must be cast to recommend approval or denial.

D. Planning and Zoning Commission

1. The Planning and Zoning Commission, established by Ordinance 87-A12 of the Town of Camp Verde, serves as the advisory body to Town Council on planning, zoning and zoning ordinance matters. The Commission, in particular, provides recommendations to Council on Zoning Ordinance amendments, Use Permits, General Plan Amendments, Preliminary Subdivision Plats and related considerations pertaining to Council's exercise of legislative authority.

2. Before any Zoning Ordinance text or rezoning amendments or Use Permits shall be considered by the Town Council, the request or amendment shall first be referred to the Planning and Zoning Commission for public hearing, report and written recommendation. The Commission's report shall include the reasons for its recommendation, based on its vote following the public hearing, and be transmitted to the Town Council in such form and manner as may be specified by the Town Council.

3. Upon receipt of Commission's report, the Council shall consider the recommendation on a Council Hears Planning & Zoning matters agenda as a :

- a. public hearing item; or
- b. consent agenda item to adopt the recommendation of the Planning and Zoning Commission without holding a second public hearing provided there is no request for public hearing or other protest from any member of the public or Town Council, in which event a public hearing will be held.

4. The Planning and Zoning Commission reviews Preliminary Subdivision Plats at their regular public meetings. The Commission's recommendations are forwarded to the Council for action.

5. In the event an item voted on fails to receive the required number of votes for approval, the item will be forwarded to the Council with a recommendation for denial. Nothing in this paragraph will prevent to Commission from continuing or tabling an item, unless specifically directed by the Town Council to vote on an item pursuant to 6. below.

6. The Town Council, by majority vote, may compel the Planning and Zoning Commission to place an item on a specific agenda for a vote.

E. Board of Adjustment and Appeals

The Board of Adjustment and Appeals, established by Ordinance 89-A33 of the Town of Camp Verde, serves in a quasi-judicial capacity, hearing and deciding appeals from the Decision of the Community Development Director, or designee, pursuant to (Ord. 95-A107) and ARS 9-462.06, include:

Duties on the Board of Adjustment and Appeals, as set forth in ARS 9-462.06, include:

- 1. Hear and decide appeals in which it is alleged there is an error in an order, requirement or decision made by the Community Development Director or designee, in the enforcement of the Zoning Ordinance by reversing or affirming, wholly or in part, or modifying the order, requirement, decision appealed from and make such order, requirement, or decision or determination as necessary.
- 2. Hear and decide appeals for variances from the terms of the Zoning Ordinance in accordance with the requirements and criteria of Section 602-A.

F. Administrative Authority

The Camp Verde Community Development Department is primarily responsible for the day-to-day administration of the Zoning Ordinance, Subdivision Regulations and other development-related regulations or guidelines.

The Community Development Director, or designee, coordinates with other Town departments, agencies and organizations participating in the planning and development process, and oversees and provides assistance to members of the public regarding the following:

1. Receiving applications, materials and fees pertaining to the filing of requests for zoning amendments, site plans, Use Permits, land divisions, subdivision plats, Temporary Use Permits, appeals to the Board of Adjustments and Appeals, and other procedures set forth herein.
2. Rendering administrative decisions as herein specified, such as, but not limited to, Temporary Use Permits and non-conforming use determinations.
3. Participating in arrangements for public notice and hearings;
4. Assisting applicants and other interest parties in conducting citizen participation processes, preapplication conferences, and informal advisory consultations; and
5. Providing such other development process facilitation as may be required, in addition to providing information to the general public.

SECTION 601 – ZONING DECISIONS

A. Zoning Ordinance Amendment Applications and Hearings

Any amendment to this Zoning Ordinance, which changes any property from one zone to another, imposes any regulation not previously imposed, or which removes or modifies any regulation previously imposed shall be adopted in the manner set forth in this section.

1. **Applications for Zoning Ordinance text amendments, rezoning amendments, Use Permits,** or other requests requiring Town Council approval shall be filed in the office of the Community Development Department on a form provided, along with such supplemental information required by the Department, and shall be accompanied by a fee established by approval of the Town Council. No part of any such fee and shall be refundable after an application is filed and such fee paid, except at the discretion of the Town Council.

a. The Planning and Zoning Commission shall hold a public hearing within 90 days of the date of a complete application submittal. After such hearing the Council may adopt the recommendation of the Planning and Zoning Commission without holding a second public hearing provided there is no objection, request for public hearing or other protest.

b. The Town Council shall hold a public hearing if requested by the party aggrieved, any member of the public or of the Town Council, or in any case, if no public hearing has been held by the Planning and Zoning Commission.

2. Approval of Residential Zoning Applications

a. Administrative completeness review time frame. The planning administrator shall designate a staff member to review each residential zoning application. The designated town staff member shall determine whether the application is administratively complete within thirty (30) days of receiving it.

b. If the application is deemed administratively incomplete, the staff member will provide the applicant with a written notice that includes a comprehensive list of the specific deficiencies.

- c. Upon issuance of written notice, the administrative completeness review and overall time frame in this section are suspended until the staff member receives the resubmitted application.
- d. The staff member shall have fifteen (15) days to review the resubmitted application and determine whether every deficiency has been resolved for administrative completeness.

3. Approval or Denial of Residential Zoning Applications

- a. After determining that a residential zoning application is administratively complete, the Town Council shall approve or deny the application within one hundred eighty (180) days.
- b. The Town may extend the time frame to approve or deny beyond one hundred eighty (180) days as follows:
 - 1. The Town may grant a one-time extension of not more than thirty (30) days for extenuating circumstances; or
 - 2. Staff may grant extensions at the applicant's request in increments of thirty (30) days.
- c. Exceptions to this section for residential rezoning does not apply to:
 - 1. Land that is designated as a district of historical significance pursuant to Ariz Rev. Stat. § 9-462.01(a); and
 - 2. An area that is designated as historic on the national register of historic places; and
 - 3. Land that is already zoned as a planned area development (PAD).

4. Notice of the time and place of Council or Commission hearing shall be given in the time and manner provided for:

- a. Notice of public hearing before the Commission or Council for all amendments to the Zoning Ordinance text, the zoning map, Use Permits, or other requests, shall be done in accordance with the provisions of Arizona Revised Statutes 9-462.04 as they exist now or as they are amended from time to time. Such notice includes at a minimum the posting and publishing of public hearing notices as specified in the statute.
- b. Written protests of any recommendation action taken by the Commission shall be filed in the office of the Community Development Department before noon on the Monday of the week preceding the Council meeting at which such amendment will be considered. If such written protest constitutes twenty percent (20%) or more of the immediate area involved in a request for rezoning as specified in ARS 9-462.04.H, as may be amended a favorable vote of three-fourths of the Council shall be required.
- c. A decision made by the Council involving rezoning of land which is not owned by the Town and which changes the zoning classification of such land may not be enacted as an emergency measure and such a change shall not be effective for at least 30 day after the final approval of the change in classification by the Council.
- d. In the an application has been denied by the Council, the Commission shall not consider a similar application within 12 months of the application date.

5. Citizen review and participation process is required for all zone change applications or Use Permit applications:

- a. Prior to any public hearing, the applicant or an appointed representative shall arrange a meeting with the planning staff which identifies development issues as well as arrangements and scheduling for the neighborhood meeting described in subsection **b** below.
- b. The applicant or an appointed representative shall conduct a neighborhood meeting designed to inform adjoining residents and property owners about the proposed zone change, specific plan application or Use Permit.
- c. At least 15 days prior to the scheduled neighborhood meeting, the applicant shall notify all property owners within 300 feet of the subject site by first class mail and post the actual property with meeting date and time. The notification shall include the date, time and place for the neighborhood meeting, as well as a description of the proposed land use. The applicant shall provide an affidavit attesting to this notification being accomplished.
- d. It is the responsibility of the applicant or their representative to conduct the meeting, provide an opportunity for a question and answer period by the audience, and identify a point of contact to the public follow-up questions and comments.
- e. The applicant shall prepare a written summary of the meeting by way of affidavit, including a list of attendees and the issues and concerns discussed and submit a copy of the summary, with a photo of the posting on the property and a copy of the meeting announcement letter, to the Planning Department within 15 days after the neighborhood meeting.

6. Zoning Ordinance text amendments: If the Town adopts any zone change or any amendment that imposes any regulation not previously imposed or that removes or modifies any such regulation previously imposed, it must comply with the citizen review process as set forth in ARS 9-462.03, as may be amended, and the public hearing notice procedures set forth in ARS 9-462.04.A as may be amended.

B. Site Plan Review and Development Standards

Key to obtain compliance with the regulations of this ordinance and achieving the objectives of the Town's General Plan is the administrative review of Site Plans for new development as regulated in Part 4 Development Standards. The Site Plan entails preparation of drawings for proposed uses and buildings that conform to the Development Standards, depicting adequate grading/drainage and Appearance Compatibility (Section 402), landscape and screening (Section 402), parking and loading (Section 403), signs (Section 404) and outdoor lighting (Section 405) as required in these regulations.

The Site Plan Review process is administered by the Community Development Department in conjunction with other Town departments. The Community Development Director is authorized to approve minor modifications to strict adherence of zoning regulations due to physical constraints of the project site. Appeals may be scheduled for hearing by the Board of Adjustment and Appeals. Major development projects may also be referred to the Commission and Council for a hearing, review and approval, which hearing and review process is mandatory if so stipulated by prior Council action such as rezoning or PAD approval.

For non-residential and multi-family developments as described in Section 400B, additional review Appearance Compatibility Drawings is required (Section 402 C). Appearance Compatibility Drawings are reviewed by Town staff simultaneously with the Site Plan Review process, in accordance with the process specified in Section 400C.

C. Use Permit Approvals

Use Permits are provided to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses. The application for Use Permit approval is applicable to those uses that are specifically listed as “Uses and Structures Subject to Use Permit” in each Zoning Use District in Part Two Section 203.

1. Review and Approval

- a. Use Permits will be granted only upon a finding by the Council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards are prescribed by the Town Code or Council.
- b. Use Permits may contain specific limitations on the scope, nature and duration of the use, as deemed proper in accordance with the following criteria:
 - 1) Any significant increase in vehicular or pedestrian traffic;
 - 2) Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke heat, or glare at a level exceeding that of ambient conditions;
 - 3) Contribution to the deterioration of the neighborhood or to the downgrading of property values which, is in conflict with goals, objectives or policies of the General Plan;
 - 4) Compatibility with existing surrounding structures and uses; and
 - 5) Adequate control of disruptive behavior both inside or outside the premises, which may create a nuisance to the surrounding area or general public.
- c. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a Use Permit shall not be interpreted as the denial of right, conditional or otherwise.
- d. Where an application involves a definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested, and the Council may condition the Use Permit to fully carry out the provisions and intent of the Zoning Ordinance.
- e. The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required condition of approval, without approval of a new Use Permit.

Within 30 days of any change, permittees shall notify the Community Development Department of any changes.

2. Duration and Voiding of Use Permit

- a. To secure the objectives of this Zoning Ordinance, Use Permits may be for a fixed time period, and a Use Permit does not grant a vested right beyond the term of the permit.
- b. The permittee must obtain building permits within six months from the date of the Use Permit was issued. Failure to obtain a building permit or begin the use shall void the permit unless a delay to start the construction has been granted or an extension has been applied for with the Community Development Director prior to the expiration of the six-month period. Additional extensions must go to Council.
- c. If the use or uses for which a Use Permit has been granted are discontinued for a continuous period of six months, the Use Permit is voided.
- d. Violation of the terms of the Use Permit or this Zoning Ordinance voids the Use Permit.
- e. Decisions by the Community Development Director, which result in the voiding of the Use Permit, may be appealed to the Board of Adjustment and Appeals; subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Use Permit is being voided.

D. Temporary Use Permits

Temporary Use Permits are provided through administrative review and approval to facilities short- or restricted term uses (such as, but not limited to: tents, carnivals, charitable events or similar uses/structures for public assembly in non-residential districts; and construction- or sales-related offices, storage yards or similar facilities including model homes, and sales stands or crops or agricultural products produced on-site any District).

1. Temporary Use Permits may be granted by the Community Development Director or designee, after review or health and safety departments or agencies, and upon findings that the use and the manner of its conduct will not, considering its limited duration, be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements or standards prescribed by the Town Code or Council.
2. Approval may be conditioned by specific stipulations as to duration, conduct, mitigation of potentially detrimental effects and such other considerations as may be prudent for protection of the neighborhood and community.
3. Violation of terms of the Temporary Use Permit approval constitutes grounds for its immediate revocation.
4. Decisions by the Community Development Director which results in the disapproval of a Temporary Use Permit may be appealed to the Board of Adjustment and Appeals, subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Community Development Director denial of the Temporary Use Permit application.

SECTION 602 – ZONING ADJUSTMENTS

Zoning matters decided by the Board of Adjustment and Appeals are intended to apply to specific properties or actions. Such decisions are not regarded as strict precedents; however, they may be considered in future matters under similar circumstances.

A. Variances

1. A variance from the Planning and Zoning Ordinance shall not be granted by the Board unless and until a public hearing has been conducted pursuant to Section 602.C, and until the property owner in a written appeal and at the public hearing demonstrates and the Board finds that all criteria required by subsections a. through e. have been met:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same District;
- b. That literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same District under the terms of the Zoning Ordinance;
- c. That the alleged hardships caused by literal interpretation of the provisions of the Zoning Ordinance include more than personal inconvenience and financial hardship and do not result from actions that are self-imposed or for economic gain by the applicant;
- d. The granting the variance will not confer upon the applicant any special privilege that is denied by the Zoning Ordinance to other lands, structures or buildings in the same District; and
- e. That granting the variance requested will not interfere or injure the rights of other properties in the same District.

2. The Board MAY NOT:

- a. Make any changes in the uses permitted in any zoning classification or zoning District, or make any changes in the terms of the Zoning Ordinance, provided the restriction in this paragraph shall not affect the authority to grant variances pursuant to this article.
- b. grant a variance if the special circumstance applicable to the property are self-imposed by the owner.

B. Appeals from Administrative Decisions

The Board, on deciding appeals from decisions of the Community Development Director (Zoning Administrator), is responsible for interpreting the meaning and equitable application of the Zoning Ordinance.

- 1. Appeals to the Board may be filed by persons aggrieved or by any officer, department, board or bureau of the Town affected by a decision of the Community Development Director, within a period of 45 days by filing, in writing, with the Community Development Director and with the Board, a notice of appeal specifying the grounds thereof.
- 2. The Community Development Director shall immediately transmit all records, pertaining to the action appealed, to the Board.
- 3. An appeal stays all proceedings in the matter appealed, unless the Community Development Director verifies to the Board after the notice of appeal is filed, that by any reason of facts stated in the certificate, a stay would cause imminent peril to life or property. Upon such certification, proceedings shall not be stayed

other than by a restraining order granted by the Board or by a court of record on application and notice to the Community Development Director.

4. A person aggrieved by a decision of the Board, or a tax payer or municipal officer may, at any time within 30 days after the Board has rendered its decision, file a complaint in the Superior Court to review the decision. Filing of the complaint shall not stay proceedings upon the decision appealed, but the court may, on application, grant a stay, and on final hearing may reverse or affirm wholly or partly, or may modify the decision received.

C. Hearings

The Board shall fix a reasonable time for the public hearing of an appeal; and shall give public notice thereof, by both publication in a newspaper of general circulation in accordance with ARS 9-462.04 as it exists now or as it is amended from time to time, and by posting notices in conspicuous places close to the property affected, as well as due notice to the parties in interest, including first class mail notice to all owners of record of properties located within 300 feet of the subject property.

1. At the public hearing, any applicant may appear in person or by representative, and may present their appeal orally or by documentary materials, and submit rebuttal as may be necessary.
2. The chair shall have the power to administer oaths and take evidence in accordance with ARS 9-462.06, as may be amended.
3. The Board shall reach its decision within a reasonable time.

SECTION 603 – SUBDIVISION AND LAND DIVISION

Creating lots or parcels of land for separate ownership or use is directly related to the application of development regulations in this Code. A legally-recognized real estate parcel with adequate access is a prerequisite for the Town's issuance of construction permits.

A. Subdivision Approval

Subdivision are the primary impetus for lot ownership with streets, utilities and other infrastructure provided. Coordination of the Town departments with various County and State offices is necessary in the review process of subdivision plats to ensure the orderly growth and development of Twon. Approvals of Subdivisions are by the Town Council with recommendation by the Planning Commission.

Any subdividing of real property in the Town of Camp Verde, for any purpose, requires compliance with the standards, requirements and platting procedures set forth in Part Five, Subdivision and Land Regulations. Subdivision procedures include Conceptual Plats (Section 504), Preliminary Plat (Section 505), Final Plat (Section 506) and Construction and Financial Assurances (Section 507). The design of subdivisions and streets is prescribed in Section 508. Procedures for plat map amendments, revisions, replats and abandonments are included in Section 509.

B. Land Divisions

Land divisions not subject to statutory requirements for subdivisions may be accomplished under the provisions of Part Five, Subdivision and Land Division Regulations. The division of land into two or three parcels where no new

street is involved constitutes a Land Division, as regulated in Section 502. Review and approval of land divisions is conducted administratively by the Community Development Department.

To ensure adequate access to land division parcels, frontage onto either public or private streets or easements is required. Regulations and standards for access are prescribed in Section 502 B.

SECTION 604 – ADMINISTRATION: ENFORCEMENT, VIOLATION/PENALTY AND FEES

In the administration, interpretation and application of this Zoning Ordinance (unless otherwise provided), the provisions shall be deemed minimum requirements designed to govern the division and use of land in order to: secure safety from fire, panic and other dangers; provide adequate light and air; prevent overcrowding of land and avoid undue concentration of population in certain areas; facilitate adequate provision of transportation, water, sewage, schools, parks and other public requirements; maintain and promote stable values of land and structures. These provisions shall govern whenever they are more stringent than any other statute, ordinance, legal covenant, agreement or contract, but shall not abrogate any other such requirement which is more stringent or restrictive than the provision herein.

Administrative officials of the Town are responsible for code enforcement, including inspections and citations for violations, and the collection of fees for applications, notices and materials pertaining to this Zoning Ordinance. The enforcement of this Zoning Ordinance shall be pursuant to the Town Code.

A. Application Fees

Fees and charges for applications, notices, land division, maps, reports and similar procedures or materials shall be collected in accordance with the current Town Council resolution establishing fees and charges (except where such may be waived for public agencies, boards, bureaus, or other non-private entity). Any such fee shall be double for failure to apply prior to commencing any activity for which a fee is required, including, but not limited to, construction or sale of lots.

1. Upon filing an application for a zoning amendment, variance, Use Permit, Temporary Use Permit, land division, subdivision or appeal, the applicant shall pay an application fee to the Community Development Department in accordance with the schedule established by resolution of the Council and posted in the office of the Zoning Administrator.
2. No part of any such fee shall be returnable after an application is filed and such fee is paid.
3. In case of multiple requests, such as an application for a variance to more than one provision of the Zoning Ordinance, the filing fee shall be the total for all provisions as prescribed by the fee schedule.
4. Payment of the filing fee shall be waived when the application or appeal is made on behalf of or by the Town.
5. Fees for buildings, signs, and other structures shall be charged for each permit issued.
6. Charges for maps and publication shall be as follows:

a. Ordinances: Actual cost of publication

b. Maps and publications: Not to exceed double the cost of reproduction.

SECTION 605 – ORDINANCE SEVERABILITY AND REPEAL

This Zoning Ordinance and the various parts thereof are hereby declared to be severable. If any section, subsection, clause, word or phrase herein is for any reason held to be invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

Where any ordinance or any portion of ordinances pertaining to the development of land in the incorporated areas of Camp Verde is inconsistent or in conflict with other adopted Town ordinances, State or Federal laws, the Town Code shall control unless pre-empted; such pre-empted inconsistency or conflict may be repealed.



Planning & Zoning Ordinances And Subdivision Regulations

PART FIVE. SUBDIVISION AND LAND DIVISION REGULATIONS

SECTION 500 – SUBDIVISION AND LAND DIVISION REGULATIONS INTRODUCTION

A. Introduction and Purpose

1. These regulations shall be known, cited, and referred to as the “Town of Camp Verde Subdivision and Land Division Regulations” pursuant to powers and jurisdiction vested through Arizona Revised Statutes, Section 09-463 and other applicable laws, statutes, orders, and regulations of the State of Arizona and Town of Camp Verde as may be amended.
2. The purpose of these regulations is to provide for the orderly growth and harmonious development of the Town; to insure adequate traffic circulation through coordinated street systems with relation to major throughfares, adjoining subdivisions and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, power, drainage, protection against flood, storm water retention/detention, sanitary sewerage, improved streets and other access; and other health and safety requirements; to consider adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal description; and to provide practical procedures for the achievement of this purpose.

B. Scope and Applicability

1. The Camp Verde Town Council does hereby exercise the power and authority to review and approve or disapprove, after hearing recommendation of the Camp Verde Planning and Zoning Commission, plats for subdivision of land within the Town of Camp Verde.
2. These subdivision regulations shall apply to all subdivisions of land, as defined herein, located within Camp Verde. No land shall be subdivided within the Town of Camp Verde until the subdivider or his agent complies with these regulations and there is a Public Hearing of the Preliminary Plat with the Town Council for approval and with subsequent Public Hearing of the Final Plat by the Town Council for approval.

a. In addition, no land shall be subdivided until the approved final plat is filed with and recorded by the Yavapai County Recorder's Office.

b. No changes, erasures, modifications or revisions shall be made in the Final Plat after approval of the plat has been given by Town Council.

3. Engineering Design and Construction Standards requirements, as amended by the Town Council from time to time, shall supersede these requirements wherever and inconsistencies may be found to exist.

SECTION 501 – SUBDIVISION/LAND DIVISION DEFINITION OF TERMS

For purposes of these regulations certain words, terms and phrases are hereby defined. Words in present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "structure" includes the word "building"; the word "shall" is mandatory and not directory; and the word "may" is permissive. Certain words and phrases in these regulations shall have special meaning as defined herein, unless the context otherwise requires.

Abandoned, (Abandonment and Revocation): Lots, streets, public ways, easements, or rights-of-way are considered abandoned or vacated when the Town Council, by proper action and public hearings as may be required, abrogates all rights to said lots, streets, public ways, easements, or rights-of-way; see Section 509.

Access: A way or means of approach providing ingress and egress.

- **Primary Access-** Principal route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.
- **Secondary Access-** Subordinate or alternate route, path or avenue whether under private or public ownership, used for ingress and egress to a development or subdivision.
- **Emergency Access-** Subordinate or alternate route, path or avenue whether under private or public ownership, designated for use by emergency service personnel and vehicles in crisis events to access a development or subdivision.

Alley: A public, dedicated right-of-way used primarily as a service or secondary means of ingress and egress to the service side of abutting property.

Amended Plat Map/Plat Correction: see Section 509.

Approval, Preliminary: Unconditional or conditional approval of the Final Plat by the Town Council, as evidenced in their resolutions, constituting authorization to proceed with final engineering plans and final plat preparation.

Approval, Final: Unconditional or conditional approval of the Final Plat by the Town Council, as evidenced by certification on the Plat by the Mayor and other required signatures constituting authorization to record a plat.

Arterial Street: See Street

As-Built Plans: Original construction plans prepared after the fact by the engineer of record and in such a manner as to accurately identify and depict the location of in-place improvements.

Assurance: A guarantee that the specified improvements and services will be accomplished. This must be in the form of a financial guarantee, including but not limited to, a performance bond, an irrevocable letter of credit, a certificate of deposit, or a certified check for construction of improvements.

Block: An area of land within a subdivision that is entirely bounded on all sides by streets and/or exterior boundary or boundaries of a subdivision.

Certificate: A formal written statement intended as an authentication of the fact asserted and set forth, under seal of a notary or registered professional.

Certificate of Assured Water Supply: Response from the Arizona Department of Water Resources in the form of a “certificate of assured water supply” pursuant to ARS 45-576, as may be amended.

Circulation Plan: The portion of the General Plan adopted by the Council and ratified by the Town of Camp Verde which designates and defines the physical street system including major arterial, arterial, collector, other streets and circulation paths or routes.

Collector Street: See street.

Common Element: All portions of a condominium other than the units.

Construction Plan: The maps or drawings showing the specific location and design of improvements to be installed in accordance with these regulations.

Covenants: Shall mean a privately prepared recorded document designed to govern the use of parcels within a subdivision.

Dedication: Dedication is the giving and acceptance of fee title or an easement of property to a public agency or private utility company for a public or semi-public use as indicated.

Deed Restrictions and Protective Covenants: A written contractual agreement between two or more individuals or parties setting forth rules, regulations and expectations pertaining to the use of subdivided or unsubdivided property.

Design: The conception, planning, execution or creating of a scheme in which means are laid down for the construction or implementation of improvements, including location, alignment, grade, width, drainage, materials and all other criteria that lead to the preparation of the final improvement product.

Developer: See subdivider.

Drainage: The system or facilities by which surface water runoff is removed from streets and property both within and outside a subdivision; can also refer to the actual run-off of flood water.

- **Drainage, local:** Water which accumulated as a result of local storms and flows over land not included in a delineated floodplain. This shall include sheet flow and such flow as may be concentrated in local drainage systems with or without defined channels, excluding delineated floodplains.
- **Drainage, One hundred (100) Year Storm (Peak Discharge):** Local drainage resulting from a storm which has a one percent (1%) chance of occurring annually.
- **Drainage, Off-Site:** The storm surface water emanating from lands outside from lands outside the limits of the proposed development and draining through the development site.

Easement: A grant by a property owner of the used of an area of land for a specific purpose or purposes, by the general public, corporation, or a certain person or persons.

- **Drainage Easement-** An area designated and used for conveyance of storm run-off in which nothing can be placed which will impeded, divert or cause the run-off to have an adverse effect of adjoining property.
- **Non-Vehicular Access** – A restriction prohibiting vehicular access from a street or between adjoining parcels.

Egress: Means the movement of traffic from abutting properties to the street and the movement from minor streets to major streets.

Engineer: A person who, by reason of special knowledge of the mathematical and physical sciences and the principles and methods of engineering analysis and design, acquired by professional education and practical experience, is qualified to practice engineering as attested by his registration as a professional engineer.

- **Engineer of Record:** A professional engineer registered in the State of Arizona and employed by the owner or developer to design and/or monitor or certify improvements.
- **Engineer, Registered Professional:** An engineer in the State of Arizona.

Exception: A permitted deviation from the subdivision regulations, permitted only through hearings by the Planning Commission and Town Council.

Flood: A general and temporary overflow of water onto normally dry areas.

- **One-Hundred (100) Year Flood** – A flood that has a one percent (1%) chance of occurring annually.

Floodplain:

- **Floodplain, Delineated-** That area delineated and mapped as a floodplain by FEMA and/or by the Yavapai County Flood Control District.
- **Floodplain, Regulatory-** That portion of the natural watercourse that would be inundated by the regulatory flood and which land use is regulated by the Yavapai County District Floodplain Regulations.
- **Floodway-** A channel of a river or other watercourse and the adjacent land areas necessary in order to discharge the one-hundred (100) year flood without cumulatively increasing the water surface elevation more than one (1) foot over that defined in the Regulatory Floodplain.
- **Flood Control District-** the Yavapai County Agency charged with administering the Yavapai County Flood Control Ordinance and responsible for reviewing development plans and subdivision proposals in relation to floodway, floodplain and flood hazard areas.

Half-Street: A street having only a portion, usually one-half, of its required right-of-way width dedicated for public use.

Hillside: A part of a hill between the summit and the toe of the slope.

Improvements: Any works designed and/or executed for the purpose of enhancing the value of the property and may include subdivisions, streets with or without curbs or gutters, street lights, sidewalks, pedestrian walkways, water mains, sanitary and storm sewers, drainage facilities, grading and earthwork, landscaping, or other community facilities of like nature.

- **On-site Improvements-** Any works or improvements as described above undertaken or installed at the location and within the parcel being developed.

- **Off-site Improvements-** Any works or improvements as described above undertaken or installed beyond the location and not within the parcel being developed.

Ingress: Means the movement of traffic from the street to the abutting property and the movement from major streets to minor streets.

Land: Any area suitable or useable for some purpose or being held in an undeveloped or unused state, which land is capable of being located, surveyed, staked and described by a legal description.

Land Surveyor: A person who by reason of his knowledge of the mathematical and physical sciences, principles of land surveying and evidence gathering acquired by professional education or practical experience, or both, is qualified to practice land surveying as attested by his registration as a land surveyor.

Land Description: A description delineating the location of real property in such a way as to distinguish it from all other pieces of real property and may include description by tract, block and parcel number, or by subdivision and parcel number, or metes and bounds.

Lot: A parcel of land established by plat, subdivision, or otherwise permitted by law, having its principal frontage on a dedicated street or street easement.

Minor Street: See Street

N.G.S.: National Geodetic Survey (formerly, United States Coast and Geodetic Survey).

Non-Residential Subdivision: The division of a tract of land into parcels for occupancy by non-residential uses and/or structures whether for sale or for building development for leasing and/or renting.

Parcel: A separate or distinct part or portion of land other than a lot. For the purpose of these regulations the term parcel shall refer to metes and bounds property and shall not have the same meaning as assessor parcel which is used for tax assessment purposes.

Plan:

- **Conceptual Plan:** An informal plan indicating relevant existing features of a tract and its surroundings and the general layout of a proposed development.
- **Master Development Plan** – A preliminary master plan for the development of a community or other large land area, the platting of which is expected to be undertaken in progressive stages. A Master Development Plan generally identifies design features including but not limited to roads or rights-of-way, lot layout or configurations, topographical features, contemplated development phases/time schedules and relationships to surrounding properties submitted in support of a design concept in preparation for future development/subdivision activity.
- **Specific Area Plan-** A planning document adopted by the Town Council as a supplement to the Camp Verde General Plan involving a specific area or region of the Town, as authorized in ARS 9-461.08, as may be amended.
- **Engineering Plans-** Plans, profiles, cross-sections and other required details for the construction or public or private improvements, prepared by a registered professional engineer in accordance with the approved preliminary plat and in compliance with standards of design and construction or policies approved by the Town Council.

Plat:

- **Preliminary Plat-** A preliminary map, including supporting data, indicating a proposed subdivision development and inherent design, prepared in accordance with these regulations.
- **Final Plat-** A map of all or part of a subdivision providing substantial conformance to an approved preliminary plat, prepared in accordance with these regulations and approved by the Council prior to recordation.
- **Recorded Plat-** A final plat bearing all of the certificates of approval required in Section 506.D of these regulations and duly recorded in the Yavapai County Recorder's Office.

Public Improvement: Any drainage channel, roadway, parkway, sidewalk, pedestrian-way, water system, sewer system, tree, lawn, off-street parking area, lot improvement, or other facility for which the Town or special district may ultimately assume the responsibility for maintenance and operation, or which may affect an improvement for which Town or special district responsibility is established.

Public Street or Roadway: All street or road classifications dedicated and accepted by the Town of Camp Verde including local streets, cul-de-sacs, frontage streets/roads, and hillside streets/roads.

Public Sites: Any parcel of land set aside for schools, parks, playgrounds, fire stations, public buildings, or other public purpose.

Public Utility: Private or municipal facility for distribution to the public of various services such as power, heat, light, water, television, telephone, sewage removal, communications, etc.

Radial: A line forming right angles with the tangent of any given arc.

Replat: see Section 509.

Reviewing Agencies: Federal, state, county, town, emergency or public service, or private agency consulted for specific comment or response regarding jurisdictional requirements that may affect a subdivision or development proposal as described herein.

Revision of Plat: see Section 509.

Right-of-Way: The entire dedicated tract or strip of land that is to be used by the public for circulation and service. (The length and width of a right-of-way shall be sufficient to provide adequate accommodations for all the physical features to be included in said right-of-way.)

Sidewalk: That paved portion of the right-of-way between the curb lines or lateral lines of the roadbed and the boundary line of said right-of-way designed and intended for the movement of and use of pedestrian traffic.

Statement of Water Adequacy: Response from the Arizona Department of Water Resources in the form of water "adequacy" with for that subdivision or for the water company (private or public) which will serve the subdivision pursuant to A.R.S. 45-108 version (most current version), as may be amended.

Engineering Design and Construction Standards: The detailed precise written presentation of rules, principles, measures and particulars relating to improvement works as recommended by the Town Engineer and adopted by the Town Council.

Storm Sewer: A channel or conduit, open or closed, necessary, useful, or convenient for the collection and carrying of surface waters to a drainage course.

Street or Road: That area, whether public or private, between right-of-way lines, dedicated, reserved or provided for roadway purposes, providing for the pedestrian and vehicular movement of people and goods and other uses not inconsistent herewith to include street, avenue, boulevard, road, lane, parkway, place, court, alley, bridge, viaduct, highway, crossing, roadway easement, intersection, and grounds no open or dedicated or hereafter opened or dedicated to the public for use as public roadways. A street includes all land within a street right-of-way whether improved or unimproved, and may include such improvements as pavement, shoulders, curbs, gutters, sidewalks, pathways, parking spaces, drainage structures and utilities.

- **Arterial Street:** A street or road with the principal function to serve as a part of a major network for through traffic flow, separate from local traffic, to and from areas of principal traffic generation, of adequate design, capacity and construction to provide for the safe and rapid distribution and collection of through traffic and to provide limited ingress and egress to and from collector and local streets. There may be restrictions for parking and loading or unloading on arterial streets.
- **Collector Street:** A street or road that serves local traffic movement within an area and traffic between major arterials and local streets and provides a means of ingress and egress to local streets and abutting property; also serves to connect adjacent neighborhoods and includes the principal entrance street into **residential** neighborhoods. There may also be provisions for parking and loading or unloading on collector streets.
- **Minor, Local, or Residential Street:** A street or road used primarily for direct access and egress to residential, commercial, and industrial areas and having major service functions of loading, unloading, and direct access and egress to abutting property, and being controlled in such fashion as to discourage through traffic and to maintain relatively slow speeds. There may also be provisions for parking on minor streets.
- **Frontage or Service Street or Road:** A minor street or road which is often parallel to and constructed in close proximity to a major arterial street and provides a means of direct ingress and egress to abutting property.
- **Private Street or Road:** A street within a subdivision which has not been dedicated for public use and is reserved for the use of lot owners within the subdivision.
- **Cul-de-Sac Street:** A street or road having a traffic outlet on one end only and having at the other end facilities for the turning around of vehicular traffic.
- **Dead-end Street:** A street or road having a traffic outlet on one end only and terminated at the other end by undeveloped property. A dead-end street shall have temporary provisions for the turning around of vehicular traffic.
- **Stub Street:** A short dead-end street or road, no more than one lot deep in length, formed at the boundaries of a subdivision to provide future access to abutting property.

Subdivider: Any person who: having an interest in land, causes it, directly or indirectly, to be divided into a subdivision; directly or indirectly, sells, leases, or develops, or offers to sell, lease, or develop, or advertises to sell, lease, or develop, any interest, lot, parcel site, unit, or plat in a subdivision; engages directly or through an agent in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision or any interest, lot, parcel site, unit, or plat in a subdivision; or is directly or indirectly controlled by, or under direct or indirect common control with, any of the foregoing.

Subdivision: Improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediate or future, into four or more lots, tracts or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tract or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two part. "Subdivision" also includes any condominium, cooperative, community apartment, townhouse or similar project containing four or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided.

"Subdivision" does not include the following:

- The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots.
- The partitioning of land in accordance with other statutes regulating the partitioning of land held in common ownership.
- The leasing of apartments, offices, stores or similar space within a building or trailer park, not to mineral, oil or gas leases.

Subdivision agent: Any person who represents, or acts for or on behalf of, a subdivider or developer, in selling, leasing, or developing, or offering to sell, lease, or develop, any interest, lot, parcel, unit, site, or plat in a subdivision, except an attorney at law whose representation of another person consists solely of rendering legal services.

Surety: Anything acceptable to the Council deposited as an Assurance for the guarantee of construction or completing of subdivision improvements that the Council could, if necessary, convert to a usable medium for construction of said improvements in case of default of agreement.

Topography: The delineation of the vertical and horizontal positions on the earth's surface, of the natural and artificial features of given locality, and the configuration of agreement.

Tract: A piece of land which may be divided into parcels and lots, and/or is set apart as a separate and distinct parcel for specific purpose in conjunction with an approved subdivision.

Traffic Impact Study or Analysis: A report or study performed by a registered professional engineer or professionally qualified consultant evaluating the potential consequences of vehicular, pedestrian or other traffic volumes and movements and resulting consequences to infrastructure and/or public health, safety and welfare.

U.S.C & G.G.: see N.G.S.

U.S.C.S.: United States Cadastral Survey

U.S.G.S.: United State Geological Survey

Yavapai County Environmental Services Department: Yavapai County agency for reviewing sanitary and water supply facilities or other public or private infrastructural improvements by delegation agreement with the Arizona Department of Environmental Quality.

SECTION 502 – LAND DIVISIONS AND ACCESS/EASEMENTS

A. Land Division

Land Division may result in new roadways, additional homes and the need for Town services, It is important for the public welfare that land division has proper guidance and control. In no way is it intended by this subsection to prohibit the division of land as authorized by Arizona State Law and the Town's subdivision regulations that pertain to the creation of four or more lots, parcel or tracts of land, or to the creation of two or more lots, parcels or tracts where a new street is involved, Any lot or parcel established within the Town limits will be subject to review by the Community Development Department and may require a Minor Land Division permit, lot line adjustment or subdivision plat as described herein.

1. Land Division: Any parcel or tract of land containing 2.5 acres or less split into two or three separate lots, tracts or parcel of land, creating no more than three parcels, lots or tracts in total, and where no new street is involved, must have a Minor Land Division Permit approved by the Community Development Department.

a. This approval will ensure the newly created lots or parcels:

- 1) Comply with applicable zoning regulations;
- 2) Are not creating land-locked parcels;
- 3) Do not constitute a subdivision; and
- 4) Ensure access is provided to all newly created parcels.

b. A minor land division permit is required if property is split by:

- 1) Recording a contract of sale;
- 2) Recording a deed of conveyance; and/or
- 3) Requesting a split of a tax assessor parcel.

c. Upon receipt of a complete Minor Land Division Permit application, the Community Development Director shall respond to the permit request within ten working days. A denial can be based on any one of the following"

- 1) The parcels resulting from the division do not conform to size, width/depth requirements and other zoning regulations;
- 2) A parcel or adjacent property becomes landlocked and does not have legal access; and/or
- 3) The division of land would result in a subdivision as defined by the subdivision regulations.

d. The application shall include:

- 1) A legal description of the property;
- 2) A comprehensive list of all property owner(s) and buyer(s), as well as any other parties of interest to the land division;
- 3) A description of how the newly created parcels will be accessed, including any of the following:

- a) A recorded easement or a proposed easement to be recorded when the lot is split: or
 - b) Fronts onto a dedicated right-of-way or street.
- 4) A map, drawn to scale, showing the following:
 - a) Existing and proposed property lines:
 - b) Access to utility easements
 - c) Dimensions and the location of existing structures along with a brief description of use (i.e., residence or type of use for accessory structure).
- 5) Any fee(s) for filing a Minor Land Division Permit application shall be listed in the Town Fee Schedule.

2. Lot Line Adjustment: Land taken from one or more parcels that is added to an adjacent parcel without creating any additional parcels and which complies with this subsection. A lot line adjustment shall not be considered a land division or lot split when under the terms of the subsection provided that the proposed adjustment does not:

- a. Create a new lot;
- b. Cause any existing lot to become substandard in size or shape;
- c. Make substandard the setback of existing development on the affected property; and/or
- d. Impair any existing required access, easement or public improvement.
- e. Adjustments may be made to add to an existing non-conforming parcel as long as a.-d. above are satisfied even if the lot line adjustment does not bring the property to a conforming lot size status.

3. Subdivision Plat Approval: The subdivision of land into four or more lots, or into two or more lots where a new street is involved shall be contingent upon the recording of an approved subdivision plat, in accordance with the regulations of Subdivisions in Section 503 through Section 509 and other provisions of this Zoning Ordinance.

B. Access and Easement Standards

1. Frontage Access Requirement: Any lots established requesting a building permit shall front onto a publicly dedicated street or a private easement recorded for access or ingress/egress purposes. This regulation ensures access to any and all lots within the Town. Streets are regulated by Section 508 D of this Zoning Ordinance and by the currently adopted Engineering Design & Construction Standards.

- a. A private easement shall be attached to the deed of any parcel granting access to cross private property to provide ingress/egress to another private property.
- b. Newly created lots or parcels are required to obtain an approved Minor Land Division permit as noted in Section 502 A to ensure access to all parcel(s) within the town.

2. Right-of-Way or Easement(s) Widths and Standards: New street right-of-way widths shall correspond with standards established in Section 503 and shall be designed in compliance with Engineering Design & Construction Standards supplement to this Zoning Ordinance.

a. The Director or designee will determine the ingress/egress or access needs for any newly created lot or parcel resulting from a land division or lot split application based on the following:

- 1) Existing roadway alignments;
- 2) Topographical conditions;
- 3) Adjacent property ownership and uses; and
- 4) Other pertinent factors that would affect future growth and development in the immediate area.

b. Private roadway access easements shall adhere to the following conditions to ensure access to all property within the Town:

- 1) Be a minimum of 24 feet in width and meet established construction standards (see Table 1 – Private Roadway Access Easement Standards), connect to an existing street or private easement, and when necessary establish a cul-de-sac or turn-around at terminus of the private access to accommodate emergency vehicles;
- 2) Property owners shall establish a road maintenance agreement to be recorded with each lot split or newly created parcel to ensure access to all parcel(s) within the Town limits as stipulated by the Town;
- 3) Where two or more residences are located on a private easement, the applicant is responsible for naming the access, subject to Town review and approval, as well as any associated fees for signage of the private street; and
- 4) The Town will encourage compliance with the private easement standards and is in no way obligated to maintain or improve these private easements, since they are private property. However, when the following criteria are met, then construction or development on parcels created and recorded on or before February 26, 2005 shall be permitted:
 - a) The parcel must have a legally recorded easement; and,
 - b) Approval in writing by the Camp Verde Fire District of any private easement to ensure publicly safety services can be provided to any qualified lot or parcel; and
 - c) An approved and executed road maintenance agreement for the private easement, which may include the petitioner agreeing to accept sole responsibility to maintain the private road.

Table 1 – Private Roadway Access Easement Standards

Index of Potential Development	Level 1 5 or less Dwelling Units	Level 2 6 to 10 Dwelling Units	Level 3 More than 10 Dwelling Units	Level 4 Commercial/Minor Manufacturing Uses
Easement Width	24 feet	32 feet	40 feet	50 feet
Number/width of travel lanes	Two 10 foot travel lanes	Two 12 foot travel lanes	Two 12 travel foot lanes & mat required a turn lane	Two 12 foot travel lanes & a 10 foot turn lane
Type of Surface Improvement	Four inches of compacted aggregate base course (abc)	Four to six inches of abc and may require surface improvement depending on site conditions	Six inches of abc subbase and surface improvement such as chip-seal or asphalt depending on soils analysis and traffic volume	Soils test with engineered bas and drainage study and improved surface determined by types of traffic and volume

5) Easement Setback Requirements: The lines from which setbacks for structures (other than signs, fences, and free-standing walls) shall be measured to comply with the Zoning District requirements, and no structure shall be located or extended nearer to the lot boundary than the setback from this dedicated right-of-way or the boundary of the public/private easement to avoid future problems as development occurs adjacent to these access or ingress/egress easements.

SECTION 503 – SUBDIVISIONS – GENERAL PROVISIONS

A. Subdivision Approvals Required

Town Approval Required: Until a final subdivision plat, engineering drawings and engineering plans have been approved or a specific development plan in association with an approved preliminary plat of a subdivision has been approved in accordance with these regulations, no person shall subdivide a parcel of land as defined by the Arizona Real Estate Department and A.R.S. Section 32-2101 or file a record of survey, map, or plat for record, and/or sell any part of said subdivision or proceed with grading, construction or site preparation without previous approval of the Town Council of the Town of Camp Verde, Az as set forth under these regulations.

B. Procedures and Anticipated Timeline

1. A series of four steps for subdivision procedure is described in subsection 503A.3 and in Sections 504, 505 and 506. Flowchart graphics and process timeline are provided to summarize the procedure for convenience.

2. The following Typical Process Timeline is a summary of the anticipated time to process the various steps of a proposed subdivision through the Town of Camp Verde. It does not include time needed for a subdivider, subdivider's engineer, surveyor or other professional to provide required plats, surveys, studies and drawings, not does it include time process requirements for rezoning. Subdividers should refer to Part Five, Section 503 through 509 of the Development Guidance System for complete procedure and document information.

SUBDIVISION STEPS- TYPICAL PROCESS TIMELINE SUMMARY	
STEP 1 – PRE-APPLICATION MEETING – Section 503	
Subdivider's appointment with Community Development Director and staff	
<i>Add time for Subdivider to provide Conceptual Plan for Step 2</i>	
STEP 2 – CONCEPTUAL PLAN – Section 504	
Submittal/review for Conceptual Plan Application Completeness	5 work days
Plans Distribution & Agencies/Dept Reviews	
& Meeting with Applicant; (see Sec 504D for decisions/appeals)	<u>20 work days</u>
Conceptual Plan Total Estimated Time:	<u>+/- 45 days</u>
<i>Add time for Subdivider to provide Preliminary Plat & studies for Step 3</i>	
STEP 3 – PRELIMINARY PLAT – Section 505	
Submittal/review for Preliminary Plat Application Completeness	5 work days
Plats Distribution & Agencies/Depts Reviews & Meeting with Applicant*	20 work days
Planning Commission Hearing – report/agenda/hearing	+/- 30 days
Town Council Hearing – report/agenda/hearing	<u>+/- 30 days</u>
Preliminary Plat Total Estimated Time:	60-90 days
* Note: revisions to Pre-plat may delay hearings schedule	
<i>Add time for subdivider to provide for Final Plat & Engineering Drawings/Studies for Step 4</i>	
STEP 4 – FINAL PLAT – Section 506 and Section 508	
Submittal/review for Final Plat Application Completeness	5 work days
Plats/plans Distributions & Agencies/Depts Reviews	20 work days
Plans Acceptances & Execution of Plat *	15 work days

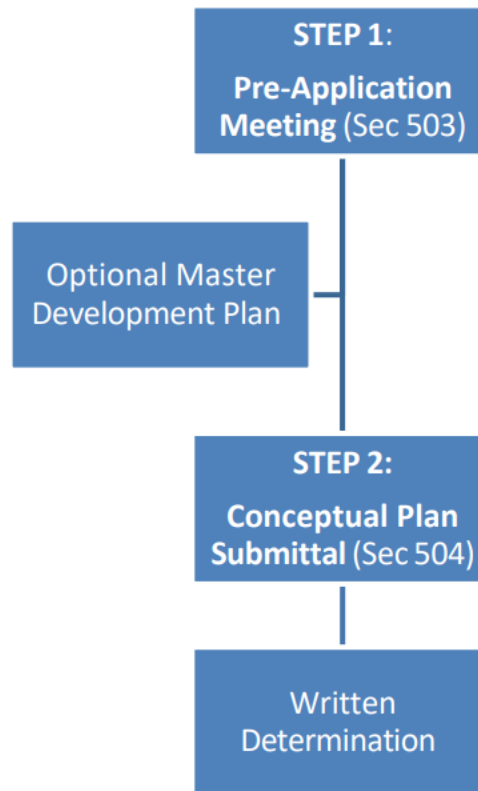
Town Council Hearing – report/agenda/hearing	<u>+/- 30 days</u>
Final Plat Total Estimated Time:	+/- 90 days
* Note: revisions to Final Plat and/or engineered drawings/studies may delay hearing schedule	
Not including time for subdivider's preparation of, or revisions to, plans, plats and engineering drawings/studies, the Total Estimated Processing Time is +/- 8 months	
Note: after approval of a Final Subdivision Plat by Town Council, the subdivider has up to 24 months for the recordation of the Plat which is subject to providing required financial assurances; see Section 507.	

C. Pre-Application Meeting Required

Prior to or while a subdivision is in the conceptual planning state, the subdivider shall meet with the Community Development Director, or designated staff representative, and with members of the Town staff as deemed appropriate to determine conformity to the Town's adopted General Plan's Vision and Elements, to the Zoning Regulations and Zoning Map, and to the provisions of these regulations and requirements for the design and installation of public improvements as required.

1. The Community Development Director or staff representative shall inform the subdivider of the procedures and submittals which may be required, including Conceptual Plan, Preliminary Subdivision Plat and Final Subdivision Plat that are described in the sections that follow.
2. Additionally, the Community Development Director or staff representative may require a Master Development Plan for the development of a neighborhood, community or other large land area, i.e., typically 300 acres or greater, the platting of which is expected to be undertaken in progressive stages.
 - a. A Master Development Plan shall be prepared in the same format described in Sec 504 – Conceptual Subdivision Plan.
 - b. A Master Development Plan shall be subject to Commission and Council approval where, as determined by the Community Development Director or staff representative, the future potential development activity has substantial impact on existing developed surrounding properties. Where that is required it shall be processed the same as Section 505.D & E.
 - b. A Master Development Plan proposed for mixed uses, or requiring change of zoning classifications or increased density shall be submitted in accordance with Section 203.L. – Planned Area Development.

INITIAL SUBDIVISION PLATTING PROCESS AT-a-GLANCE



SECTION 504 – CONCEPTUAL SUBDIVISION PLAN

A. Purpose

The purpose of the Conceptual Plan is to determine the feasibility of the proposed development and the capacity of the land to support such development. To avoid unnecessary and costly revisions, the subdivider shall as specified by these regulations submit a Conceptual Plan of the proposed development after the Pre-Application meeting with the Community Development Director or designated staff representative.

1. A Conceptual Plan Submittal shall be required as a precursor to a Preliminary Plat under the following circumstances:

- a. Area to be subdivided is greater than 100 acres in size and/or comprises an entire neighborhood;
- b. Development tract is a more intense or dense zoning designation than adjoining properties' zoning classification(s);
- c. Project development to occur in multiple phases;
- d. Difficult development constraints, such as topography, limited or difficult access, limited existing or available utilities, location within FEMA Flood Plain or encumbered by numerous washes or

arroyos exhibit unique drainage constraints, sewer not available, or effluent disposal opportunities are limited or constrained.

2. An appropriate number of Conceptual Plan copies as determined by the Community Development Department including one in digital form, and an application with fees as specified in the Planning and Zoning Fee Schedule shall be submitted by the subdivider.

3. The Conceptual Plan shall be circulated to and reviewed by Town staff and related reviewing agencies to discover development opportunities or apparent constraints prior to accepting Preliminary Subdivision Plat submittal.

B. Conceptual Plan Submittal Requirements

1. Vicinity Map

2. **Title** – the name of development and “Conceptual Plan”

3. **Location** by Section, Township and Range (G&SRB&M)

4. **Reference** of approximate distances to section and/or quarter corners

5. **Boundaries** of development clearly identified

6. North arrow

7. **Scales** (both graphic and equivalent inch to feet) using standard engineering intervals; not to exceed 1" = 200'; 1" = 100' is preferred. Sheet size: no smaller than 24"x36", no larger than 42" on a side.

8. **Date** of preparation plus date of any amendments since original submittal

9. **Names**, addresses, phone numbers and notation of relationship to development for landowners, subdivider/development agents, engineers, surveyors, land planners, landscape architects, architects, hydrologists or others responsible for design (include registration numbers).

10. **Topography** by contours relating to USGS survey datum (shown on the same map as proposed development) including benchmark used. Base information must be sufficient in order to review. Topography shall be depicted 300' beyond project boundary.

11. **Proposed land uses** and densities by area as well as ownership patterns surrounding land uses and zoning within 300'.

12. **Traffic/Circulation Concept Plan** (may be graphic and/or narrative) depicting proposed vehicular, pedestrian and recreational stock traffic (access, continuity, traffic flow capacities, secondary emergency access threshold, etc.) Traffic plan to include:

a. Overall area map where necessary showing existing and proposed roads and their classification (arterial, collector, residential street) within ½ mile of project boundaries. Scale not to exceed 1" = 2,000'

b. Identification of legal primary and secondary access opportunities, as well as existing or proposed street right-of-way widths.

- c. In narrative form, identify general traffic impacts to adjacent property and existing roads, as well as high traffic generation points on site.
- d. Identification of existing or proposed trail networks and open space features affected by or intended to be implements as part of future subdivision design.

13. **Drainage Concept Plan** illustrating and discussing in narrative form the proposed methods of handling storm drainage and floodplains that affect property.

- a. Depict general pre and post-development drainage patterns and flow direction(s).
- b. Identify potential detention facilities, where necessary.

14. **Notes/chart** to identify on the Conceptual Plan Map the following:

- a. Total acreage, acreage for each use and each phase
- b. Number units/lots for each type of use and phase
- c. Average area per lot/unit proposed
- d. Percent open space, if any, exclusive of rights-of-way, roadways, building envelopes, and parking areas.
- e. Water source (if new source indicate potential well field and storage tank on Conceptual Plan)
- f. Method of refuse removal
- g. Sewer service provider and type, if available
- h. Fire District
- i. Proposed utilities available and provider
- j. Identify site conditions (i.e., rock outcroppings, major drainage features, etc.)

15. **Requested waivers** or known deviations from Section 505 C.12 Subdivision and Street Design standards. Any proposed waiver or waivers shall be identified on the Conceptual Plan and the standard or requirement from which the deviation is requested shall be noted. Failure to provide such identification for waiver shall be grounds for denial.

C. Additional Requirements

If requested by the Town Engineer, further information on drainage may be required in conjunction with the Conceptual Plan. The subdivider shall submit a Phase 1 Drainage Report prepared by a registered Arizona Professional Engineer, consistent with the Yavapai County Flood Control District and Yavapai County Drainage Criteria Manual (refer to Camp Verde Engineering Design & Construction Standards).

D. Review, Approval, Denial and Appeal of Conceptual Plan

1. **Review:** Within five working days from submittal of the Conceptual Plan Application, it shall be reviewed for completeness by the Community Development Director or designee. If the application is found to be

incomplete, it shall be returned to the subdivider. If the application appears to be complete, the Plan shall be distributed to reviewing departments and agencies including other jurisdictions.

a. In accordance with A.R.S. Section 9-474 as may be amended, if the plat is within three miles of the corporate limits of a city or town having subdivision regulations, as the Community Development Director shall submit a copy of the Conceptual Plan to said community for review.

b. Upon receipt of reviewing agency comment, the Community Development Director or staff designee shall compile agency comments and respond to the applicant or agent as the proposed project relates to the following:

- 1) General Plan or Specific Area Plan(s)
- 2) Zoning requirements
- 3) Suitability of the site for development, proposed/existing and potential development opportunities and constraints
- 4) The improvements, design and dedication required by the Town Engineering Design and Construction Standards

2. Written Determination: On or before the twentieth day after the date of acceptance of a complete Conceptual Plan Application, the Community Development Director shall conduct a formal meeting between the applicant(s), reviewing department and agency representatives and the Community Development staff. The Conceptual Plan shall be evaluated and discussed to determine whether or not it meets the purposes of these regulations and related Town Ordinances and design specifications.

a. Where deemed necessary, the Director shall make specification recommendations to be incorporated by the applicant into a revised Conceptual Plan or Preliminary Plat submittal.

b. When the conceptual review is deemed complete the Community Development Director will provide written suggestions for the applicant to resubmit a conceptual plan and or move forward with preliminary subdivision plat review.

SECTION 505 – PRELIMINARY SUBDIVISION PLAT

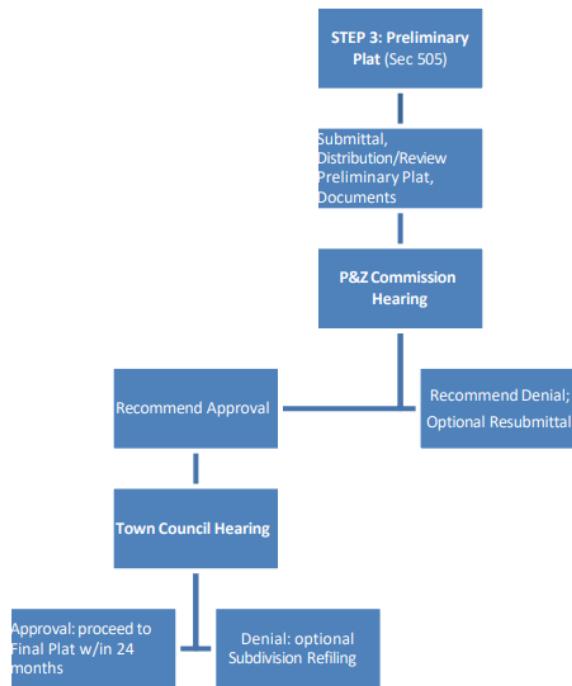
A. Purpose and Initial Review

The purpose of the Preliminary Subdivision Plat is to provide more detail for determining specific capacities and preliminary design for the proposed subdivision. The Preliminary Plat process is a major step, as its Public Hearing by the Planning Commission and the Town Council may give authorization to proceed in preparation with the Final Subdivision Plat, to be accompanied by engineering construction plans and specifications for public improvements. Approval of the Preliminary Plat does not guarantee approval or acceptance of the Final Plat.

1. After the Pre-Application Meeting the Conceptual Plan and Master Development Plan, if required, the subdivider shall submit an appropriate number of copies as determined by the Community Development Department, including one in digital form of the Preliminary Subdivision Plat, an application with fees as specified in the Planning and Zoning Fee Schedule and the Engineering Fee Schedule, and other exhibits as hereinafter specified; and shall submit a minimum of two copies of each required supplementary materials as outlined in Section 505.C and as determined by the Community Development Director.

2. Within five working days from submittal of the Preliminary Plat Application, it shall be reviews for completeness by the Community Development Director or designee. If the application is found to be incomplete, it shall be returned to the subdivider. If the application appears to be complete, the Plat shall be distributed to reviewing departments and agencies. Processing will not commence until all required documents are received.

PRELIMINARY SUBDIVISION PLATTING PROCESS AT-a-GLANCE



3. The Preliminary Plat will be promptly circulated for review to determine id the Preliminary Plat conforms to these regulations, and to the Conceptual Plan phase of the subdivision application.

a. Copies of the Preliminary Subdivision Plat and accompanying material will be transmitted to the following agencies: Town Engineer; County Health Department or Environmental Services; Arizona Department of Transportation (if it contains or abuts a state or federal highway); utility companies; Town Road Superintendent; Soil Conservation District; State or Federal land management agency (if adjacent to public lands); State Fire Marshal or Camp Verde Fire District; State Department of Water Resources, and other interested or affected agencies as deemed appropriate by the Director.

b. In accordance with A.R.S. Section 9-474, as may be amended, if the plat is within three miles of the corporate limits of another municipality having subdivision regulations, the Community Development Director will submit a copy of the Preliminary Plat to said municipality for its review.

c. Interested agencies will have approximately 30 working days, from the date of complete application received by the Community Development Department Director. The Community Development Director will schedule a meeting with agencies during the 30 working days.

d. No reply by an agency within the time limit specified will be construed by the Community Development Director as having no objections from that department or agency to approval of the Preliminary Plat.

4. The Community Development staff shall prepare a correlated report, including replies or comments from all department and other agencies for coordinated meeting between the subdivider and/or his agent and the various responding agencies for the purpose of clarifying outstanding issues arising from subdivision plat review and to promote compliance with the content of these regulations;

a. If recommended changes, additions, or minor revision are necessary, three sets of revised prints shall be submitted and distributed for review as with the original submittal. All revised preliminary plans and/or revised accompanying material shall be received at least 15 working days prior to the Commission meeting date at the developer desires to be heard;

b. If the proposed Preliminary Plat is in conformance, the Director shall put it on the agenda for the next scheduled Planning Commission meeting and send notice with a copy of the staff report to the subdivider by mail at least ten working days prior to the Commission's public meeting of the time and place at which the matter is set for review.

All time frames listed herein are estimates.

B. Preliminary Subdivision Plat Submittal Requirements

1. **Information Required:** The Preliminary Subdivision Plat shall be prepared to contain the information required in Section 504 B. Conceptual Plan Submittal Requirements and the additional Preliminary Plat and supplementary requirements that follow in this Section. Engineering plans submitted in support of the Preliminary Plat shall be prepared under the direction of a Professional Engineer.

2. **Title:** The title shall include "Preliminary Plat" and the proposed name of subdivision.

3. **Topography:** A depiction of contours relating to USGS survey datum, or other datum approved in writing by the Town Engineer, shall be shown on the same map as the proposed subdivision layout. Location and elevation of the benchmark used should also be shown on the plat. Acceptable contour interval; grades up to 5%, two feet; 5% to 15% grades, five feet; grades over 15%, ten feet. Source and date of topography shall be noted on the Preliminary Plat. Datum basis shall be noted. Whenever practical, elevations should be based on N.G.S. datum. At least one permanent benchmark shall be included as part of the Preliminary Plat. Regular U.S.G.S. topographic maps, enlargements or similarities of same will not be acceptable as the source or topography.

4. **Existing Drainage and Natural Features:** Flood hazard and 100-year Floodplain areas, if any, shall be delineated on the Preliminary Plat, and building pads shall be identified within flood hazard areas; significant natural features such as washes, wetlands, major rock outcroppings and stands of trees, shall be identified.

5. **Existing Street, Easements and Improvements:** Location, widths, ownership status and names of all existing streets and improvements therein; railroads; recorded utility or other easements or rights-of-way, including any existing facilities therein; public areas; all existing structures, with an indication of whether or not they are remain; and Town corporation lines within or adjacent to the tract. Access road to the proposed subdivision shall be described to its intersection with a public road right-of-way.

6. **Proposed Streets and Easements:** Location, width and names of proposed streets, alleys, drainage ways, cross-walks, utility and access easements including all connections to adjoining platted or unplatted tracts. A typical cross-section shall be depicted on the plat where applicable describing the aforementioned improvements.

7. **Adjacent Lands:** Name, book, and page numbers of any recorded subdivisions within or having a common boundary with the tract, or notation “unsubdivided” where appropriate.

8. **Lot Layout:** Including minimum building setback lines related to all streets; typical lot dimensions (Scaled); dimensions of all corner lots and lots on curvilinear section of street; each lot numbered individually and total number of lots shown.

9. **Public Land Use:** Designation of all land to be dedicated or reserved for public or semi-public use, with use indicated.

10. **Zoning:** The plat shall designate existing zoning classifications and land uses, present district boundary lines and status of any pending zoning change. If the plat includes land for which any multi-family, commercial or industrial use is proposed, such areas shall be clearly designated.

11. **Utility Resources:** Reference by note to all sources of proposed electricity, gas, telephone service, solid waste disposal, police and emergency service agencies.

12. **Sewage Disposal:** A statement as to the type of facilities proposed shall appear on the Preliminary Plat.

a. It shall be the responsibility of the subdivider to furnish the Yavapai County Environmental Services Department such evidence as the Department may require for its satisfaction as to the design and operation of sanitary sewage facilities proposed.

b. Where the proposed sewage disposal system will be by individual lot septic tanks, the result of the percolation tests and test boring logs as required by the County Environmental Services Department shall be submitted with the preliminary plat.

c. Where alternate systems are contemplated necessary supporting information to the County Environmental Services Departments' specifications shall be provided for review and approval in concert with Preliminary Plat evaluation.

13. **Water Supply:** A statement as to the type of facilities proposed shall appear on the Preliminary Plat. It shall be the responsibility of the subdivider to furnish the Yavapai County Environmental Services Department such evidence as the Department may require for its satisfaction as to the facilities for supplying domestic water.

C. Additional Preliminary Plat Submittal Requirements

1. The following material shall accompany the submission of all preliminary plats. If this data is not included on the preliminary plat, then a minimum of two (2) copies each are required.

a. Supplemental submittals at this stage, such as grading, drainage or road plans, should be preliminary plans, not construction plans. They are the type of plans needed to evaluate the viability of the preliminary plat and allow the reviewing agencies to make reasonable decisions. The plans may generally be prepared using scaled distances and elevations taken from the topographic map used for the Preliminary Plat. When possible, they should be at the same scale as the preliminary plat.

b. All supplemental submittals must be consistent with each other and the Preliminary Plat.

2. Preliminary Title Report: A policy of title insurance issued by a title insurance company within the preceding thirty (30) days to the owner of the land, covering the land within the proposed subdivision and showing all record owners, liens, and encumbrances shall be submitted. The preliminary title report shall contain Schedule "B" indicating the status of legal access to the proposed subdivision.

3. Preliminary Draft Deed Restrictions or Protective Covenants: Restrictions or covenants shall be incorporated in the final plat submittal, including provisions for use and maintenance of commonly-owned facilities, if any.

4. Utility Service Letters: A statement regarding availability of utilities and the direction and distance thereto and preliminary letters of serviceability shall be submitted in conjunction with the application.

5. Street Names: A list of the proposed street names.

6. Preliminary Grading Plan: A preliminary grading plan shall be required when cuts or fills will exceed 5' in height or will extend outside of the normal street right-of-way. The preliminary grading plan shall be in sufficient detail to convey the extent of grading activities such that their impact can be evaluated by the reviewing agencies.

a. The Preliminary Grading Plan shall include existing and finish grade contours and limits of cut and fill areas.

b. Driveway and building locations shall be shown when topographic or other constraints will require specific locations or site grading.

c. A geotechnical report shall accompany the grading plan to support the slope stability assumptions of the grading plan.

d. The Preliminary Grading Plan may be shown on the Preliminary Road Plans is all of the grading will be related directly to the roads and in compliance with the following requirements for Preliminary Road Plans.

7. Preliminary Road Plans: Grades shall be given to the nearest whole percent grade. A profile sheet coinciding with the roads as shown on the Preliminary Plat or separate plan and profile sheets shall be prepared at a scale sufficient to allow evaluation of the proposed roads. Proposed

drainage structures within the right-of-way shall be shown on the preliminary road plans. The reviewing agency's interests in these parts are:

- a. height, stability and slope of cut fills
- b. affected drainage patterns
- c. potential roadway geometric problems
- d. impacts of the roads on adjacent lots, property and access
- e. relationship of drainage to roadways; and,
- f. other items that may be specific to the roads in the specific subdivision.

8. Preliminary Utility Plans: A Preliminary Utility Plan shall be prepared to illustrate the proposed location of utilities and verify that the necessary easements and right-of-way are proposed on the Preliminary Plat. It is recognized that final utility locations are decided by the individual utilities, but the objective of the Preliminary Utility Plan shall be to encourage cooperation in planning by various utilities.

9. Preliminary Drainage Plans: Preliminary Drainage Plan shall be part of a Drainage Report in accordance with the requirements of the Yavapai County Flood Control District and Yavapai County Drainage Criteria Manual (refer to Camp Verde Engineering Design & Construction Standards).

10. Traffic Impact Analysis: A traffic impact study shall be performed in accordance with the latest edition of the Town Engineering Design & Construction Standards or as required by the Town Engineer. In cases where the proposed subdivision streets intersect a State or County highway, the traffic impact analysis shall be performed in accordance with that agency's requirements.

a. Generally the following criteria are considered when determining if a traffic impact study is warranted:

- 1) Significant changes in land uses are proposed or higher density zoning is sought.
- 2) Town arterial highway access is requested or the existing location of access to the property is changed.
- 3) The proposed increased activity or intensity of development will significantly impact vehicular or pedestrian traffic on County roads.
- 4) A total of 100 or more vehicular trips during A.M. or P.M. peak hour will be generated by the proposed development.

b. The traffic study shall be funded by the subdivider or property owner and upon submittal to the Planning and Zoning Department will be transmitted to and reviewed by the Town Engineer's office. Copies will be made available to other governmental agencies which may be affected by increased traffic.

c. The subdivider shall be required to provide financial assurances or complete the installation of any improvements determined necessary to maintain or improve traffic operations and traffic safety functions in direct proportion to the impact caused by the proposed development.

D. Preliminary Subdivision Plat Review and Actions by Planning Commission

1. The Commission shall review, hear or consider all evidence relating to said Preliminary Subdivision Plat.

2. The Commission may review an Application of Exception simultaneously with the Preliminary Plat consideration, or, the Commission may hear the Application for Exception separately at the subdivider's request or as recommended by the Community Development Director. The Commission may recommend that the Town Council authorize exceptions to any of the requirements in these regulations, if the Commission finds the following facts with respect thereto:

a. There are special circumstances or conditions affecting said property; and

b. That the granting of the exception will not be detrimental to the public safety, health and welfare or injurious to other property in the area in which said property is situated; and

c. That it will not have the effect of nullifying the intent and purpose of the Town's General Plan or these regulations.

3. If satisfied that all objectives of these regulations have been met, the Commission may recommend approval or conditional approval of a Preliminary Plat, with or without exceptions, to the Town Council.

4. The Commission may move to continue the plat pending its revision or resubmittal process if the Commission finds that the proposed plat lots are determined to be not suitable due to such features or conditions as flooding or poor drainage, steep slopes, rock problems, sanitary deficiencies, improper access to public roadway, or other condition likely to affect public health, safety, convenience and general welfare.

a. Such continuance shall be set to a specific date coordinated by the subdivider and Commission for a future Commission hearing of the revised plat.

b. If the plat revision remains unsatisfactory to the Commission for a recommendation of approval, the Commission may recommend denial and forward their recommendation to Council.

c. A Preliminary Plat may not be continued for more than sixty (60) days after the Commission's first hearing on the Plat.

5. The Commission may recommend denial if it finds that the plat does not comply with these regulations, the intent and purpose of the General Plan, zoning or other applicable codes.

6. Recommendations for approval or denial by the Commission shall be forwarded to the Town Council for action at the next available regular meeting. A copy of the project report and draft or approved minutes setting out action of the Commission shall be filed with the Town Clerk and be transmitted to the Council, to the subdivider and/or owner and to departments or agencies as necessary.

E. Preliminary Subdivision Plat Review and Actions by the Town Council

1. Upon receipt of the report and recommendation by the Commission, the Council at its next succeeding Council Hears Planning & Zoning Matters meeting or special meeting shall approve, conditionally approve, with or without exceptions, or reject the Preliminary Subdivision Plat application.

2. If the Council determines that said Preliminary Plat is not in conformity with these regulations or associated design criteria or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefore; and the Community Development Director shall advise the subdivider in writing of such disapproval and of the reasons for such disapproval. If an application is rejected by the Town Council, the new filing of a subdivision application for the same parcel(s) or any part thereof shall follow the aforementioned procedures and shall be subject to the required fees.

3. Preliminary Plat approval is based upon the following terms:

a. The basic conditions under which the Preliminary Plat is granted will not be changed prior to expiration date of approval.

b. Approval is valid for a period of twenty-four (24) months from date of Council action, unless an extended period is requested and approved by Council.

c. Prior to expiration of the approval period the subdivider may request, by written application, Commission and Council approval of a one year time extension; such approvals may be granted, if after hearing a recommendation by the Commission the opinion of the Council is there is not a change in conditions within, or adjoining, the Preliminary Plat that would warrant a revision to its original design.

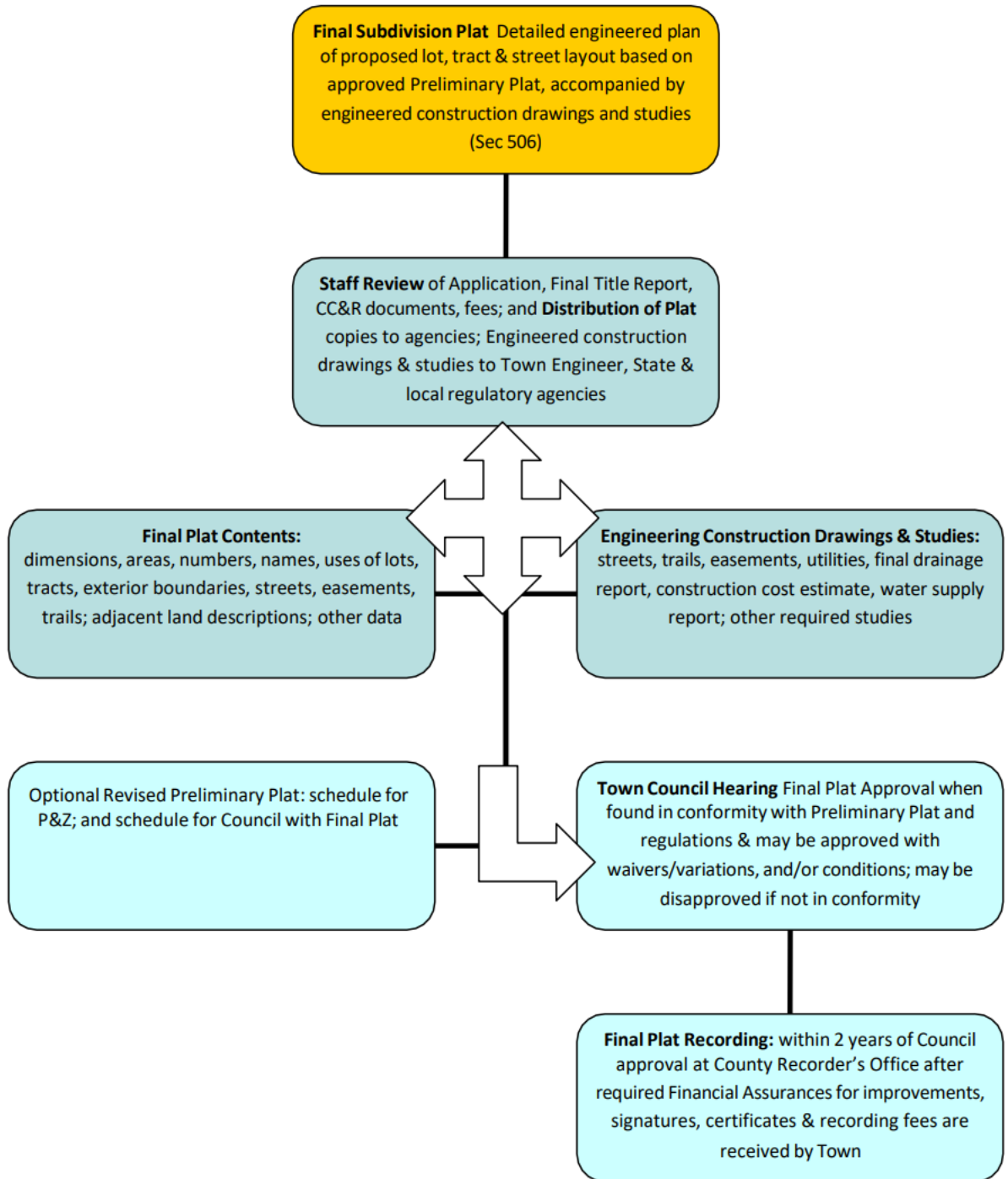
4. The Council approval of the Preliminary Plat shall specify that minimum Town standards for required improvements shall be designed prior to approval of the Final Plat; and if any other improvements are required at this time by the Council, they shall be so specified at the time of approval or the Preliminary Plat.

SECTION 506 – FINAL SUBDIVISION PLAT

A. Purpose and Initial Review

1. The purpose of the Final Subdivision Plat is to provide complete details and engineering design for compliance with these regulations and for construction of improvements that meet or exceed the Town standards.
2. The Final Subdivision Plat process includes submittal of complete engineering design drawings for construction and studies to assure lot development with appropriate grading and drainage, streets, water, sanitation, utilities and other necessities. After review by the Town Engineer and other designated staff, the Final Plat is presented to the Town Council for approval; the Final Plat is subsequently recorded with the County Recorded. This process also includes the approval of construction plans and assurances, inspection (s) and release of assurances for the required site improvements.
3. Within five working days from submittal of the Final Plat Application, is shall be reviewed for completeness by the Community Development Director or designee. If the application is found to be incomplete, it shall be returned to the subdivider. If the application appears to be complete, the Plat shall be distributed to reviewing departments and agencies. Processing will not commence until all required documents are received.

FINAL SUBDIVISION PLATTING PROCESS AT-a-GLANCE



B. Final Plat Submittal Requirements

1. Final Plat Filing, Timing and Compliance: Within two years of the approval date of the Preliminary Subdivision Plat, or within an approved time period extension, the Final Plat shall be submitted and prepared:

- a. in substantial conformance to the approved Preliminary Subdivision Plat, with only minor authorized changes allowed and with any stipulations attached thereto; and,
- b. in accordance with these regulations, any other applicable Town ordinance or regulation, State or Federal Laws; and,
- c. the Final Plat shall be certified by a Registered Land Surveyor licensed in the State of Arizona; and,
- d. engineering plans submitted in support of the Final Plat shall be prepared under the direction of a Professional Engineer, registered in the State of Arizona.

2. Progressive Units Option: For any approved Preliminary Subdivision Plat, the Final Plat may be submitted for approval progressively in units, each processed as a separate Final Plat. Upon recording of a Final Plat for the first Unit of an approved Preliminary Plat, subsequent Final Plat Units may be prepared where the subdivider is proceeding in accordance with the development schedule approved with the Preliminary Plat and/or where there have been no material changes to these regulations, Town improvement standards or adjoining land—uses that warrant a review and possible redesign of the Preliminary Plat.

3. Copies, Application and Fees: The subdivider shall submit an appropriate number of copies as determined by the Community Development Department, including one in digital form, of the Final Subdivision Plat, an application with fees as specified in the Planning and Zoning Fee Schedule, the specified number of copies of engineering construction drawings and other studies and documents as hereinafter required. Processing will not commence until all required documents are received.

4. Information Required: The Final Subdivision Plat shall be prepared to contain the information required in Section 505.B., Preliminary Plat Submittal Requirements, updated as necessary to a Final Plat, and the additional Final Plat and supplementary requirements that follow in this Section.

5. Title shall include “Final Plat” and the proposed name of subdivision.

6. Boundary lines of tracts, lots and parcel lines, easement lines, street centerlines, and section lines, all showing accurate bearings and dimensions expressed (rounded) in feet and decimals thereof to the hundredth; the licensed surveyor who certifies the boundary survey on the plat shall also submit the mathematical calculations of each boundary, lot and tract closure; the calculation shall contain enough data in order to follow and recalculate the method used to determine closure.

7. **Areas:** The total area of the subdivision and the area of each lot to the nearest hundredth of an acre if greater than one acre; or showing the area in square feet if less than one acre; such area data may be shown on the Final Plat or on a memorandum in support of the plat.

8. **Streets and Easements:** Width of streets, width of easements and indication of their purpose, angle, radius, tangent, and length of all curves; easements shall be clearly dimensioned, labeled, and identified, and, if already of record, properly referenced to the record. If any easement is not definitely located of record, a statement of such easement shall appear on the title sheet;

9. **Monuments:** Location and description of existing or found monuments, such as section corners and subdivision boundary corners, elevation of benchmarks for a condominium development, existing rights-of-way and easements, if any; corners of the subdivision shall be noted, and monuments found or set shall be indicated and described; two corners of the subdivision shall be tied by course and distance to separate section corners to quarter section corners or suitable monuments acceptable to the Town Engineer.

a. The legend shall specify the type of monuments used; and

b. The final plat shall indicate if the lot corner monuments have been or are to be set. If the lot corners are set, this should be included in the surveyor's certificate. If they are not set, an estimate and assurances must be provided.

c. Monuments shall be either a steel pin or pipe at least 18 inches in length and set in a reasonable permanent manner for all points of reference on the outside boundary, at each lot corner and/or at all points of curvature or tangency of the subdivision.

10. **Subdivision and Public Use Boundaries:** The boundary of the subdivision shall be indicated by a heavy line, recognizable as a border clearly showing the boundary of the subdivision and all of the property being offered for dedication for public use and/or as easements; such boundaries shall not interfere with the legibility of figures or other data;

11. **Adjacent Land:** Where there is contiguous development, the name of the subdivision with reference of record, street right-of-way lanes, street names, street width, easements shall be clearly dimensioned, labeled, and identified, if any; and of unsubdivided so note.

12. **Excepted Parcel:** Any excepted parcel(s) within the plat boundary shall be accurately depicted by bearings and distances on the plat, and indicated as "not a part".

13. **Lot, Block and Street Layout:** Each lot shall be numbered as per the approved Preliminary Plat and each block may be numbered or lettered. Each street shall be named and any private streets permitted shall be so designated. Label and identify all lots, parcels, tracts, excepted parcels, etc. for intended use, ownership, or maintenance.

14. **Drainage:** The limits of any 100-year floodplain identified using the standards set forth by the Arizona Department of Water Resources Requirement for Floodplain Delineation in Riverine Environments, together with the base flood elevation, shall be illustrated on the Final Plat.

a. The regulatory elevation for the most critical location within each lot shall be shown on each lot that is impacted by the floodplain. A note shall also be placed on the plat indicating that "Floodplain limits, base flood elevations and regulatory elevations may be revised by subsequent studies approved by the Yavapai County Flood Control District."

b. Final Plats shall also show all drainage easements in conformance with approved Preliminary Plat with the associated dedication language. The actual dedication language should be related to the type of drainage facility and method of maintenance.

C. Additional Final Plat Submittal Requirements

Simultaneously with the submittal of the appropriate number of copies of Final Subdivision Plat, the subdivider shall also file therewith the following accompanying documents:

1. **Title Report:** Two copies of an updated title report or a policy of title insurance issued by a title insurance company within the preceding 30 working days to the owner of the land, covering the land within the subdivision and showing all record owners, liens, and encumbrances. The title report shall evidence that there is legal/permanent access to the proposed subdivision.

2. **Deed Restrictions:** A copy of an covenants, conditions and restrictions (CC & R's) to be recorded; a notation and space for reference to the recorded deed restrictions shall be placed on the Final Plat.

3. **Final Drainage Report:** A final or Phase 3 Drainage Report shall be submitted in conjunction with final construction plans in accordance with the requirements of the Flood Control District. The purpose of the Phase 3 Drainage Report is to update the concepts, provide all information not previously provided and to present the design details for the drainage facilities discussed in the Phase 2 Drainage Report.

4. **Engineered Design/Construction Plans:** A minimum of five sets of prints of the construction plans of all improvements required and prepared in accordance with Town Ordinances, Flood Control District Regulations, Arizona Department of Environmental Quality Standards, applicable to the Town's delegation agreement and and/all other construction standards or specification as adopted by the Town Council and in force and effect.

a. In addition to the construction plans. Five sets of the plans for all off-site improvements to be constructed will be required. The plans will show such details as required by the Town's Engineering Design & Construction Standards, and will show land ownership, existing or proposed right-of-way limits, and other features affecting the establishment and construction of such required off-site improvements.

5. Construction Cost Estimate: A cost estimate for constructing the required site and off-site improvements, signed and sealed by a Professional Engineer who is registered in the State of Arizona. The cost estimate and method/type of assurance shall be approved by the Town Engineer and/or Town Attorney prior to approval of the final plat.

a. The actual assurance must be executed and presented to the Town of Camp Verde before the Final Subdivision Plat is recorded. (See Section 507 regarding assurances).

6. Maintenance Provisions: If private roadways or common facilities are proposed in the development, then provisions for perpetual maintenance shall be provided for in the Property or Home Owners Association, or other legal entity organizational Articles of Incorporation; such provisions must be acceptable to the Town of Camp Verde, and shall be submitted with the Final Subdivision Plat.

D. Final Plat Ratification, Dedication and Certifications

The following Certifications, Acknowledgments, Dedications, Acceptances, and all others now or hereafter required shall appear on the Final Plat. Such certificates may be combined when appropriate.

1. Certifications/Ratification by Interested Parties: A certification or ratification signed and acknowledged by all parties having any record title interest in the land subdivide consenting to the preparation and recordation of said Plat. Certain rights-of-way, easements, or other interests may be acknowledged by appropriate endorsements on the Plat.

2. Certification of Dedication for Public Use Parcels: A certification signed and acknowledged as above offering for dedication to the public all parcels intended for public use, including, but not limited to streets, alleys, rights-of-way, school or park sites, and any other public areas depicted on the Final Plat.

3. Dedication and Acknowledgement of Private Streets and Facilities: A dedication of the use and maintenance of private street, recreational facilities, common open space, drainage easements and similar amenities to the Property Owners Association. An acknowledgement that private streets may only be taken over by the Town for maintenance if the Town elects in its sole discretion to accept title to or responsibility for such streets are constructed or brought to current Town Engineering Design & Construction Standards (including surfacing, right-of-way widths and other standards) for public street usage, at the owners or Property Owners Association expense.

4. Land Surveyor's and Engineer's Certifications: Certificates for execution by the land surveyor and professional engineer of record as follows:

a. The Final Plat shall contain the name and registration number of the Registered Land Surveyor (RLS) with certification, signed, sealed and dated, that the survey of the premises (property) described and platted was made under direction and supervision of the RLS and are accurately represented on the plat; and that the plat is in substantial

conformance to the approved Preliminary Plat; and that this Final Plat is correct and accurate as shown.

b. The Final Plat shall contain the name and registration number of the registered Professional Engineer (PE) who is responsible for the engineering that is necessary in preparation of the proposed subdivision.

5. Certification and Acknowledgement by Town Officials: A certification for execution to be signed and dated by the Town Engineer and the Community Development Director that the plat has been checked for conformance to the approved Preliminary Plat and to any special conditions attached thereto, and to the requirements of the Camp Verde Subdivision Regulations, and to any other applicable regulations, and that the plat appears to comply with all requirements within the jurisdiction of evaluation.

6. Certification of Town Council Approval: A certification by the Mayor & Town Clerk to be signed and dated acknowledging that the Town Council approved the Final Plat on the day, month and year specified, and accepted on behalf of the public all parcels or tract of land offered for dedication for public use in conformity with the terms of the offer of dedication.

7. Certification of Assurance: A certification, signed and dated by the Mayor of the Town of Camp Verde, and attested by the Town Clerk that satisfactory Assurance in the form specified (performance bond), (trust agreement), (unconditional bank guarantee), (other comparable method) has been provided from the subdivider in the amount approved by the Town Engineer which is the full amount necessary to guarantee the installation of all required improvements (streets), (water), (sewer), (other) in this subdivision; and that utility services (electric), (phone), (other) have been assured by letter from the appropriate utility companies.

8. Statement of Water Adequacy: A reference that this subdivision is not within a designated Active Water Management Area and that a statement of concerning water adequacy has been received from the Arizona Department of Water Resources (pursuant to A.R.S. 45-108 (most current version), as may be amended) declaring the water resources are (adequate or inadequate) for this subdivision.

E. Final Subdivision Plat Review and Actions by the Town Council

1. Each Town department and/or agency that has received a copy of the Final Plat and applicable supporting plans and documents shall determine and reply, within 20 working days from the date of complete application received by the Community Development Department, as to whether or not the material is acceptable. Failure of any department or agency to reply within the time specified will be interpreted by the Community Development Director as no objection to the plat as submitted, but shall not alleviate the subdivider from the requirements of such department or agency.

2. The Community Development Director shall inform the subdivider that changes or additions are necessary, or, that the original tracing may be submitted as follows:

- a. If significant changes or additions are necessary, such as design variation from the approved preliminary plat, two sets of revised prints shall be submitted as a new Final Plat submittal;
- b. If the changes are “minor authorized” changes, then, the Final Plat may be presented to the Town Council; Minor Authorized Changes may include adjustment, variation, and reduction of lots, lot lines, easements, or statements contained in preliminary plat if they are found by the Community Development Director to be consistent with the intent and design of the approved preliminary plat.
- c. If the change is material, a “Revised” Preliminary Plat will be required for consideration by the Planning & Zoning Commission and Town Council. Adding lots, streets, or creating exceptions to the Town’s Subdivision regulations are material changes which required a “Revised” Preliminary Plat.

3. When a Final Plat, construction plans and all required supporting documents are found acceptable to the Town Engineer and Community Development Director, County Floodplain Administrator, and County Environmental Services Director, the subdivider upon notice thereof shall deposit with the Community Development Department two reproducible sets of the Final Plat completely executed by:

- a. All parties required to sign or endorse the same for the purpose of passing a good and sufficient title to the public right-of-ways, easements, and parcels offered for dedication and to join in the subdivision of said property;

Note: This does not imply acceptance of the street into the Town Road System for maintenance; formal acceptance for maintenance is contingent upon Council’s approval of the plat, its recordation, and street construction to Town standards with acceptance by the Town Engineer.

- b. The Registered Surveyor preparing the plat and Professional Engineer and/or any and all other parties required to execute certificates thereon, other than the required Town officials’ signatures.

4. In addition, all finalized and signed plats and accompanying data, agreements and other papers or documents necessary to the acceptance of this plat shall be deposited with the Community Development Director at least 15 working days prior to the Council Hears Planning & Zoning Matters meeting at which the applicant desires to be heard.

5. When all appropriate provisions of these regulations have been met, all of the specified accompanying material shall be transmitted by the Community Development Director at least seven working days prior to the Town Clerk for action by the Council at the next Council Hears

Planning & Zoning Matters meeting following the filing of the plat, or at any other meeting the Council may so designate.

6. The Council shall consider said Final Plat, the recommendations from the Planning Commission on the Preliminary Plat, and from the Community Development Director and Town Engineer on the Final Plat, the offers of dedication, and the agreements and guarantees for improvements.

a. If the Council determines that the plat is in conformity with these requirements and other pertinent statutes and of any requirements duly made relating thereto, and the plat conforms to the approved Preliminary Plat, it shall approve the Final Plat.

b. The Council may grant waivers or variation from these regulations upon recommendations of the Commission or on its own initiative; and may require conditions as will, in its judgment, secure substantially the objectives of these regulations.

c. If the Council determines that said plat is not in conformity with the approved Preliminary Plat or if other requirements are not approved by the Council, it shall disapprove said plat specifying its reason or reasons therefore; and the Community Development Director shall advise the subdivider in writing ten working days of such disapproval and of the reasons for such action.

F. Plat Recording

1. It is the responsibility of the subdivider after Council approval of a Final Plat to provide all required materials and demonstrate that all conditions of plat approval have been met and to present such to the Community Development Director for recording of the plat in the office of the Town of Camp Verde.

a. Such materials shall include financial assurances for all required site and off-site improvements in an amount accepted by the Town Engineer; and

b. Filing fees sufficient for recording of the complete plat and deed restrictions.

2. The Community Development Director shall obtain the necessary signatures from Town officials and cause the Final Plat to be recorded upon finding that:

a. The Final Plat is properly executed for recording; and,

b. The materials evidencing that all of the stipulations of Council approval have been received by the Town and are satisfied; and.

c. The necessary recording fees are file with the Town.

3. At the end of two years after Council's approval of the Final Plat, if the conditions of approval have not been satisfied and the plat is not presented or found acceptable for recording, the Final Plat shall be referred to the Town Council for action to consider granting an extension of time if requested by the subdivider. If the subdivider does not ask for or if the extension action is not

taken, then the plat process is terminated and in order for the Final Plat to be considered again, the Preliminary Plat process must be followed.

SECTION 507 – CONSTRUCTION AND FINANCIAL ASSURANCES

A. Improvement Construction Prior to Final Plat Approval or Recordation

No subdivision site work shall be initiated unless or until the Final Plat has been approved by the Town Council and the site work is authorized by the Town Engineer with approved construction plans, except as follows:

1. Prior to Final Plat Approval: If the owner or subdivider elects to construct limited site improvements prior to Final Plat approval, the Preliminary Plat must be approved and the subdivider shall cause the construction plans to be prepared by a Professional Engineer. These plans shall be submitted to the Town Engineer for review and approval prior to initiating site construction. The Town Engineer may authorize limited rough grading and drainage improvements, after review and approval of appropriate site grading and erosion control plans, during review of construction plans.
2. Prior to Final Plat Recordation: If the subdivider chooses to construct the required improvements prior to the recording of the Final Plat, he shall submit the construction plans, inspection reports, test reports and material certifications to the Town Engineer for approval. A certificate by the Engineer of Record on the as-built plans stating that the construction has been completed in substantial conformance to the specifications and standards contained in or referred to herein and/or approved construction plans, must be reviewed and acceptable to the Town Engineer, prior to recordation of the Final Plat.
3. Financial assurances as required by 507.B.

B. Financial Assurances Required:

No Final Subdivision Plat will be recorded unless on or more of the following methods of assurance are submitted with the Final Plat. The amount of the assurance shall be based on the estimates of probable costs that is prepared, signed and sealed by the professional Engineer of Record, furnished with the Final Plat for all required on- and off-site improvements, and approved by the Town Engineer; an amount of 10% of the approved estimate of probable costs shall be provided in addition by the subdivider to cover potential cost increases for any of the following assurance methods which shall be approved as to form and legality by the Town Attorney. The posting and provision of the following shall be completed prior to any construction.

1. **Performance Bond** – The subdivider shall file with the Town of Camp Verde a bond executed by a surety bond executed by a surety company holding a license to do business in the State of Arizona, and acceptable to the Town of Camp Verde, in an amount equal to

the approved estimate 1.of probable cost of the improvements required by these regulations, and within the time for completion of improvements as estimated by the Engineer of Record and approved by the Town Engineer.

2. Trust Agreement – The subdivider shall place on deposit in a bank or trust company in the name of the Town, and approved by the Town Attorney, in a trust account a sum of money equal to the estimated cost of all site improvements required by these regulations. The cost and time of completion shall be approved by the Town Engineer. Periodic withdrawals may be made from the trust account for a progressive payment of installation cost. The amounts of such withdrawals shall be based upon progress work estimates and approved by the Town Engineer. All such withdrawals shall be approved by the Trustee.

3. Unconditional Guarantee – The subdivider shall file with the Town a letter, signed and notarized by the principal officer of financial institution acceptable to the Town, agreeing to pay the Town on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the subdivider or developer is responsible under these regulations. The guaranteed payment sum shall be determined from the estimated costs and scheduling as approved by the Town Engineer. The letter shall state the name of the subdivision and shall list the improvements for which the subdivider or developer is required to provide together with a schedule for completion. The Town may in its sole discretion reject this option if the Town believes the subdivider lacks the financial strength to perform under the guarantee.

4. Other Methods – Other methods of assurance for completion of improvements may be used, providing the Council approves such methods after receiving a recommendation by the Planning & Zoning Commission. The Town Council's decision to approve of any "other methods" shall be provided in written form to the subdivider.

5. The subdivider shall also comply with the requirements of Arizona Administrative Code, Title 4, Chapter 28 State Real Estate Department (R4-28-A1211B, as may be amended) regarding surety requirements.

C. Duration and Partial Reduction of Financial Assurances

1. The duration of a performance bond or other assurance shall be for at least three years, from the date of recording. Extension of time in one year increments shall be provided promptly by the subdivider at the request of the Town. The assurance (surety) shall remain in force and effect until it is released by the Town Council or has been authorized for partial release as provided herein.

2. The Town Engineer, upon receipt of a certification from the Engineer of Record, may authorize a reduction of the assurance for the work completed in accordance with the approved cost estimate and construction plans. Ten percent of the estimated cost of completed improvements will be retained to insure sufficient funds remain for completion of the site improvements, final inspections and preparation of final "as-built" plans.

D. Default

1. In the event that the subdivider defaults or fails or neglects to satisfactorily install the required improvements within the time agreed upon for performance, the Town Council may declare the bond, or other assurance forfeited, and the Town may make or cause the required improvements to be made, using the trust funds or proceeds of the collection of the bond or other assurance to defray the expense thereof.
2. In addition, the Community Development Director shall notify the State Real Estate Commissioner of the default.

E. Improvement Inspection and Surety Release

1. The subdivider, using the services of an Arizona registered Professional Engineer and plans as approved by the Town Engineer, shall be responsible for the quality of all materials and workmanship.
2. At the completion of the work, or not less than thirty (30) days prior to the release date of the bond or other assurance, the Engineer of Record shall make an inspection of the improvements, and shall submit to the Town Engineer a set of "as-built" construction plans if complete or a report on the status of improvements if only partially complete.
3. The Town Engineer will review the as-built plans and/or report and notify the subdivider of any noncompliance with the approved construction plans or with these regulations. If the Town Engineer determines that compliance has been made, he will then submit a report to the Town Council, setting forth the conditions of such facilities.
4. A certificate signed and sealed by Engineer of Record on the as-built plans stating that the construction has been completed in substantial conformance to the specifications and standards contained in or referred to herein must be approved by the Town Engineer and presented to the Town Council prior to the surety release.
 - a. If all conditions are found to be satisfactory and the improvements comply with the Town Standards, the Town Clerk shall release the guarantee.
 - b. If the condition of materials or workmanship shows unusual depreciation or does not comply with Town Standards, the Town Engineer may present this information to the Council who may present this information to the Council who may declare the subdivider in default.
 - c. The Engineer of Record's certification: *"In my professional opinion, the construction of (the specific site improvements required for approval) has been completed in substantial conformance with the construction plans and specifications including changes and addendums. My professional opinion is based, in part, upon the completion of certain tests and measurements and/or the review of the results of such tests and measurements"*

completed by others. The rendering of this opinion in no way relieves any other party from meeting requirements imposed by contract, plans, specifications or commonly accepted industry standards.”

5. Upon recommendation by the Town Engineer, the Council will review the roadways for acceptance into the Town System for Maintenance. Upon formal acceptance by the Town of the improvements, the surety less ten percent will be released and the subdivider shall provide a two-year warranty of workmanship and materials; the remaining ten percent will be released at the end of the warranty period upon completion of any required repairs.

SECTION 508 – SUBDIVISION DESIGN

A. Purpose & General Provisions

1. **Purpose:** subdivision design provides for consideration of many facets of land development including suitability, natural features, aesthetics/views, street circulation/coordination, sewer and water facilities, utility services, drainage, terrain slopes, emergency access, lot/block design and public use areas.

2. **General Requirements:** subdivision design and these regulations shall insure that appropriate provisions are made for the harmonious development of the Town by requiring:

a. The continuation and alignment of streets within subdivisions with existing or planned streets, roadways, highways, pathways, and with the adopted General Plan of the Town.

b. The coordination of population density with traffic volume for ease of circulation and reduced congestion, creating conditions favorable to public health, safety, and convenience.

c. Adequate spaces for public use (such as for parks, schools, recreational areas, public safety facilities, etc.).

d. Compliance with these regulations and the Town Engineering Design & Construction Standards, specifications and details;

1) The Town Engineering Design & Construction Standards are a set of standards on each item as described herein that are separate from this Zoning Ordinance, developed in coordination with the Yavapai County Flood Control District, state and local standard engineering practices and other regional regulations, accepted by the Town Engineer and approved by the Council.

2) These Engineering Design & Construction Standards may be revised in response to changing circumstances, requirements or technological improvements justifying such changes.

3. Adequate Property, Access and Public Use Reservation:

- a. Portions of any contiguous property within the ownership of the subdivider shall not be excluded from within the boundaries of a subdivision when needed or required for any traffic, drainage, or flood control facility pertinent to said subdivision.
- b. Adequate primary, secondary and emergency access, if necessary, shall be provided from an existing dedicated public road to land being subdivided. Approval of such access shall be a condition of the plat by the Commission and Council.
- c. Consideration shall be given to requirements for public land and open spaces as specified in the General Plan during the design and layout of the subdivision; the Planning Commission and the Town Council may require certain lands to be dedicated or reserved for public purposes in conformance with the General Plan as specified in these regulations and state statutes.

4. Responsibilities:

- a. The design of those elements of a subdivision involving structural matters, and design and building of roads, drainage provisions, water supply and sewage disposal shall be made by a professional engineer registered in the State of Arizona and qualified to specify the standards for such design.
- b. It is the responsibility of the subdivider to comply with these regulations;
 - 1) If, at any time in the processing of the subdivision plat or construction of improvements it is determined that non-compliance with these regulations or with the approved subdivision plat has occurred, notification of same will be transmitted to the subdivider.
 - 2) When compliance is determined, processing or construction may proceed from the date of compliance as authorized by the Community Development Director.

B. Land Suitability and Features

1. In all subdivision, due regard shall be demonstrated for all natural features such as trees, watercourses, historical and archeological sites and similar community assets which, if preserved, will add attractiveness and value to the property and community.
2. A subdivision shall not be recommended for approval by the Commission if, from adequate investigation, it is determined that said land is not suitable for the kind or type of development proposed as submitted. The investigation shall include but not be limited to such factors as flooding, fire hazards, surface drainage constraints, steep slopes, rock formations or design features determined to be harmful to the safety, welfare, and general health of the future residents. The subdivider may provide corrections to the Commission for further consideration or proceed to the Town Council for their review.

3. The subdivider shall give consideration to preserving natural features in the design and layout of the subdivision; lots and buildings shall be oriented to make advantageous use of any views, natural vistas and solar access considerations where appropriate.

C. Watercourses

1. In the event that the subdivision is traversed by or is contiguous to lakes, streams, or other bodies of water, the subdivider shall provide an easement or right-of-way for storm drainage substantially conforming with line or path of such natural watercourse, channel, stream or creek, or provide an acceptable realignment of said watercourse.

2. Subdividers shall be required to comply with the rules and regulations of Yavapai County Flood Control District, with the processing of the Preliminary and Final Plat submittals.

D. Streets, General Design

1. Arrangement and Circulation

a. The arrangement, character, extent, grade, width, and location of all roadways or streets shall conform to these regulations, Town Engineering Design and Construction Standards specifications and details, any adopted transportation plan, adopted General Plan of the Town or Specific Area Plan affecting said street locations.

b. Where such is not shown on the adopted General Plan, adopted transportation plan or preliminary plans, the arrangement of streets shall provide for continuation or appropriate projection of existing major streets in surrounding areas. All center lines shall be continuations of the center lines of existing streets and highways in contiguous territory. In cases where of the center lines of existing streets and highways in contiguous territory. In cases where straight continuations are not physically possible, such centerlines may be continued by curves.

c. Each subdivision design shall provide for adequate traffic circulation that incorporates the adopted Town roadway functional classification system to handle the projected traffic volumes on the roadways.

d. Local and residential streets shall be designed to provide proper circulation of local traffic; curvilinear street patterns are encouraged.

e. Half roads or partial width rights-of-way will only be approved as partial arterial roads along a section line where no alternative design exists, or where said partial rights-of-way would require the dedication of additional contiguous rights-of-way to make it full width.

1) The developer shall, at a minimum, dedicate the entire one-half width of future right-of-way on all property they control, and include evidence that the additional right-of-way necessary to accomplish full right-of-way width dedication if permanently reserved for future road purposes.

2) Half roads should only be accepted where they are a portion of the road system approved as part of an adopted transportation plan, Town roadway network plan, General Plan or Specific Area Plan.

2. Rights-of-way and Construction:

a. The minimum width of right-of-way, measured from lot line to lot line, shall be as prescribed by the Town Engineer, any approved transportation plan, the General plan, these regulations and the Town Engineering Design and Construction Standards. Proposed streets shall extend or project existing street right-of-way at their same or greater width, but never at a width less than prescribed by established standards.

b. All streets and highways shall be constructed and surfaced to meet specifications established by these regulations and the Town Engineering Design and Construction Standards. The subdivider shall improve the extension of all subdivision streets and other public ways to the intercepting shoulder line of any Town road, or state highway.

c. All roads and alleys developed or improved in conjunction with subdivision development shall either be:

1) Built to Town Engineering Design and Construction Standards, dedicated by the plat and accepted by the Council; or

2) Built to Town Engineering Design and Construction Standards, dedicated by the plat and approved by the Town Council in conjunction with an approved special maintenance district, completion bond, trust, improvement district, or other appropriate security; or

3) Built to Town Engineering Design and Construction Standards and exist and be maintained as private roads within appropriate minimum right-of-way in compliance with these regulations or as recommended by the Town Engineer.

3. Drainage Structures, Utility and Other Crossings

a. Structures or culverts shall be installed as deemed necessary by the Town Engineer for drainage, access and public safety. Such structures and culverts are to be placed to grades and be of design and size approved or authorized by the Town Engineer. Adequate drainage of the subdivision streets or roadways shall be provided by means of said structures or culverts and by other approved methods, in accordance with the Town Engineering Design & Construction Standards and Flood Control District regulations.

b. Provisions shall be made for public or private utility, railroad and other crossings necessary to provide access to or circulation within the proposed subdivision, including obtaining of all necessary permits from the public or private utilities involved and any

regulatory agencies having jurisdiction. The cost of such crossings shall not be assumed Section 507.

4. Street-Lot Access:

- a. Adequate provisions shall be made in the design of subdivisions for access to each lot or parcel, and for access to adjacent properties.
- b. When a tract fronts on an arterial road the lots within the subdivision shall have reverse frontage, unless otherwise approved by the Town Council.

5. Dead End Streets:

- a. Minor terminal streets designated to have one end permanently closed, shall be no more than six times the minimum lot width not more than 1320 feet long or as may be required by the local fire district, unless authorized by the Town Council by an approved Application of Exception (see Sec 505C 12). Dead end streets shall be designed at the closed end with a circular turn-around for cul-de-sac having a right-of-way diameter at least 100 feet. Said cul-de-sac shall be designed to meet uniform fire code requirements or specifications of the State Fire Marshal or local fire district.
- b. Where, in the opinion of the Commission and the Town Council, it is desirable to provide street access to adjoining properties; proposed streets shall be extended by dedication to the boundary of such property. Such dead end streets shall be provided with a temporary turn-around having a right-of-way diameter of at least 100 feet.

6. Intersections:

- a. Street intersections shall be as nearly at right angles as possible.
- b. Property line radii at street intersections shall not be less than 25 feet; to accommodate adequate curb radii, however, the Town Engineer may required a greater curb radius where necessary.

7. Jogs in Minor Streets:

Street jogs of less than 135 feet in length shall not be approved.

8. Street Names: Proposed street names shall be assigned and administered in accordance with the provisions of the Street Naming and Addressing Ordinance of the Camp Verde Town Code.

9. Alleys: Alleys shall be provided to the rear of all lots used for business purposed and as deemed necessary by the Planning and Zoning Commission and the Town Council.

E. Blocks and Lots

1. Blocks – The length, width and shape of blocks shall be determined with due regard to provisions for adequate building sites, the zoning requirements as to lot area and dimensions,

limitations, and opportunities of topography and associated needs for convenient access, traffic circulation, control and safety to streets and pedestrian traffic.

a. **Block Length** – Block shall not be more than 1320 feet in length except as the Commission and Town Council considers necessary to secure efficient use of the land or as a desired feature of street design.

1) In blocks over 660 feet in length, pedestrian crosswalks may be required.

2) Where fronting on major streets, lengthened blocks may be utilized in order to reduce the number of intersections along the major street or arterial.

b. **Block Width** – Blocks should be wide enough to allow two tiers of lots.

2. Lots

a. **Arrangement, Size and Use** – The lot area, width, depth, shape and orientation, as well as the minimum building setback lines shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and shall conform to the requirements of zoning and these regulations.

1) Each lot shall be suitable for the purpose of which it is intended and shall contain a usable building site.

2) The area of a lot shall be deemed the area shown, exclusive of any area designated for street right-of-way purposes; or any easement for access or private road purposes shown on the map unless otherwise permitted by the Town Council's approval after considering a recommendation from the Planning & Zoning Commission.

3) Side lot lines shall be designed at right angles to straight street lines or radial to curved street lines.

b. **Accessibility** – Each lot must front upon a public street or road or approved access and shall be accessible to the street on which it fronts.

c. **Corner Lots** – Where lots are designed with minimal building areas, corner lots shall be wider than minimum to provide adequate useable area, if necessary.

d. **Large Tracts or Parcels** – When the land is subdivided into large lots, such lots shall be arranged in order to accommodate future streets and logical extension of the same. No subdivision shall be created with lots contemplated for future re-subdivision without approval by the Town Council upon recommendation of the Planning & Zoning Commission.

e. **Lot Numbering** – Each lot shall be designated by an Arabic numeral.

1) If block designations are not used, numbering shall be in consecutive sequence within the block beginning with the number "1" wherever lots have common side boundaries within a subdivision or within a block along each street, and contiguous consecutive number shall follow from one block to another.

2) When block designations are used, numbering shall be in consecutive sequence within each block area commencing with the corresponding number for each block.

3) Numbering sequences may follow in continuity from one tract to another when lying contiguous to one another, or when separate or contiguous of the same name is used for successive tracts.

4) Parcels shall be designated by capital letters and be designated in sequence within a tract starting with the letter "A".

f. Lot Easements – Except where alleys are provided for that purpose, easements at least feet in total width or as required by the Town Engineer, one-half of which is provided from each adjoining lot, shall be provided where necessary along rear lot lines for poles, wires, conduits, sanitary sewers, gas mains, or for other utilities.

1) Where necessary additional easements shall be located along the side lot lines.

2) Half or partial easements may only be approved where written commitment of dedication of necessary additional easements are on record.

3) All easements shall be in accordance with those approved by the utility companies concerned.

F. Sanitary Sewer and Water Systems

1. Requirements for development of public or community water supplies and of community sewage disposal systems shall not be less than those outlined by Arizona Department of Environmental Quality (ADEQ) regulations and engineering criteria for such installations.

a. Minimum lot size may be modified by requirements of State or County regulations pertinent to water and sanitary sewage systems.

2. Sanitary Sewer:

a. Where a public sanitary sewer is reasonable and capacity is provided, the subdivider shall connect with such sewer and provide connection to each lot.

b. A sewer collection and treatment system may be required as a condition of approval for any subdivision pursuant to Arizona Department of Environmental Quality (ADEQ) Design Bulletins as recommended by the County Environmental Services Department where on-site disposal systems are not feasible.

c. When connection to a sanitary sewer system is not available, individual on-site septic tanks or other on-site disposal methods may be permitted provided that a statement is submitted to the Commission and the Town Council from the County Environmental Services Department certifying that field investigation has determined that ground slopes and soil conditions will allow for satisfactory disposal by this method with the lot arrangement and size as depicted on the subdivision plat.

3. Water:

a. Water mains connecting with existing municipal or other water utility systems shall be installed to serve each lot, when and if connection to such system is available. In such case, prior to the approval of the Final Plat, the subdivider shall submit a letter from the governing body of the water system showing the ability of the system to serve the proposed subdivision and evidence that a satisfactory agreement has been made for connection to the system.

1) Water mains and fire hydrants, if installed, shall comply with standards of ADEQ and be installed to grades, location, design, and sizes on plans submitted by a professional engineer registered in the State of Arizona and approved by the Town Engineer.

2) Fire hydrant installation shall meet the criteria of the fire district in which it is proposed to be located.

b. When connection to an existing water system is not available, the subdivider may provide service by the establishment of a private or community water system in which case water mains and fire hydrants shall be installed, located, and designed in compliance with ADEQ standards and submitted by a professional engineer registered in the State of Arizona. The source of water supply shall be developed and improved to the satisfaction of the ADEQ or other state agencies so that the subdivision may be adequately supplied with water.

c. A public, private or community water system shall be provided as a condition of approval for any subdivision containing lots or parcels less than 70,000 square feet.

d. In the case of a subdivision with lots over 70,000 square feet in area, water supply may be from other than a community system. In this case evidence shall be submitted showing that sufficient potable water is available and can be obtained for all lots in the subdivision.

G. Special Development Subdivision and Waivers

1. **Special Development Subdivision** – Modified standards and requirements of these regulations may be accepted by the Town Council based on the recommendation of the Commission in the case of a plan and program for a complete community or a neighborhood unit, which in the judgement of the Town Council, upon hearing a recommendation from the Planning & Zoning

Commission, provide adequate public recreation, light, air and service needs for the tract when fully developed and populated, and which also provides such covenants or other legal provisions as will assure conformity to the Zoning Ordinance and achievement of General Plan objectives.

a. When such a preliminary development plan is submitted for approval, it shall be accompanied by a petition for waivers or variations, as outlined in these regulations, setting out all deviations from standards as herein required and explaining reasons thereto.

b. Special development waivers or variations may include:

1) streets of less width than standard requirements, but with adequate provision for off-street parking;

2) up to four lots served by a common driveway where topographic conditions would justify such treatment;

3) up to four buildings per building-site in a cluster of less than minimum lot area if a corresponding contiguous area plus the building site areas brings the total combination of building sites and common areas to minimum area standards, and;

4) provisions are made that each lot owner has undivided interest in the contiguous parcel and it is restricted to being used only for recreational purpose or to remain "open land";

5) special common sanitation facilities;

6) modified lot areas, such as lot area averaging;

7) other waivers as the Commission and Council may approve based on special conditions of the site.

c. Special development subdivisions that require a change of zoning classification shall be regulated as outlined in Section 203 L. Planned Area Developments of this Zoning Ordinance.

2. Waivers

a. The Planning Commission may recommend, and the Town Council may grant a waiver to any provision of these regulations insofar as they affect a public use or purpose. No waiver may be granted unless the Town Council finds that the waiver is in the best interest of the public, without impairing the intent and purpose of these regulations. The extent and duration of the waiver shall be stated at the time of the waiver.

b. The Planning Commission may recommend and the Town Council may authorize variations or waivers from the terms of these regulations, whereby reason of exceptional or extraordinary situation or condition of a tract of land causes the strict application of any

regulation enacted herein that would result in peculiar and exceptional practical difficulties to, or undue hardship upon the subdivider.

- 1) Such variations or waivers may be given, provided such relief may be granted without detriment to the public good and without impairing the intent and purposes of these regulations, and,
- 2) Where the Council deems it is necessary to promote the health safety and welfare of the Town of Camp Verde.

SECTION 509 – AMENDED MAP, REVISION, REPLAT AND ABANDONMENT

A. Amended Map/Plat Correlation

1. Any plat map of a subdivision that has been filed for record may be amended to correct an error in any course or distance or other necessary item that was omitted there from, or to correct a drafting, graphic, technical, or similar type error, by the filing for record of an amended map of said subdivision. The Town Engineer shall examine such amended map, and if such examination discloses that the only changes on the amended map are changes authorized above, he shall certify this is to be a fact over his signature on the amended map. Thereafter, the amended map shall be entitled to be recorded in the office of the Recorder in which the original subdivision map was recorded. Such map shall be marked “AMENDED MAP OF _____”, and follow in numerical sequence.

B. Revision of Plat

Any of the following changes to a recorded subdivision plat shall require compliance with the procedures for Final Plat (see Sec 506):

1. Any division of a lot or lots in a recorded subdivision that results in an increase in the total number of lots;
2. Any revision involving dedication or abandonment of land for a public street, public easement or other public right-of-way; where abandonment is involved, the Revision of Plat shall not be forwarded to the Town Council for final action until abandonment proceedings (see Section 509 D.) are completed and the recording data noted on the Final Plat;
3. Any change in lot lines or in the location of streets, easements and other rights-of-way, except for nominal changes as a Replat (see Section 509 C below);
4. Any changes to the exterior boundaries of a subdivision.

C. Replat

Any of the following changes to a recorded subdivision plat may be approved administratively by the Community Development Director; additionally the Director may request Town Council action on the following:

1. Any combining or joining of lots;
2. Any re-dividing of joined lots into new lots as long as the total number of lots is not increased;
3. Any nominal changes in the location of streets, easements or other public right-of-way, or to lot lines for minor lot area increase or decrease, which remaining in compliance with Zoning regulations of lot size;

D. Abandonment/Revocation

1. If no lots in a subdivision for which a Final Plat has been approved by Town Council and recorded have been sold within three years from the date of recordation and if all of the improvements have not been made within three years from the date of recordation, the Town Council may on its own motion hold a public hearing after notice, to determine whether the approval and recording of such Final Plat should be revoked.
2. Abandonment of subdivision lots and reversion to acreage and/or abandonment of streets, rights-of-way, and easements dedicated or otherwise may be initiated by all individual owners of lots in any approved subdivision, including subdivider, by filing a petition and declaration with the Community Development Director for consideration of the plat with respect to their properties.
 - a. A preliminary title report shall be submitted by the property owners for the property proposed to be abandoned or reverted acreage.
 - b. Such petition may necessitate consideration for rezoning if the Commission deems it necessary or desirable.
3. Any action considered by the Town Council relating to revocation of all or part or a subdivision whether lots, or lots and rights-of-way, shall be referred to the Commission for evaluation of the following:
 - a. Correlation with the General Plan of the Town.
 - b. Correlation with proposed development in adjacent areas.
 - c. Recommendations as to whether or not zoning changes should accompany such action.
 - d. Effect of such action on existing development in areas affected by proposed reversion or abandonment.
 - e. Review comments on abandonment by agencies who may have an interest in the existing subdivision.
 - f. Access to all parcel remaining.
4. Applications to abandon streets or easements shall be carried on separately and simultaneously with any procedure to abandon a subdivision or revert it to acreage.

5. Upon submittal of an application to abandon a subdivision, street right-of-way or easement and cause same to revert to acreage, the Community Development Department staff shall distribute the request to reviewing agencies for comment, including but not limited to the County Assessor, local fire district, emergency service agencies, or other agencies as deemed appropriate by the Community Development Director.
6. Upon receipt of reviewing agency comment(s), if any, the Director shall schedule the matter for public hearing before the Planning and Zoning Commission to formulate a recommendation to the Town Council.
7. Public hearing and notice for any revocation or abandonment of a subdivision, street right-of-way or easement shall follow the same procedures prescribed in Sec 601A.

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