

**2<sup>nd</sup> AMENDED AGENDA  
WORK SESSION  
MAYOR AND COMMON COUNCIL  
Of the TOWN OF CAMP VERDE  
COUNCIL CHAMBERS - 473 S. Main Street, Room #106  
WEDNESDAY, JUNE 10, 2015 at 5:30 p.m.**

**2<sup>ND</sup> AMENDED AGENDA ADDING ITEM 7  
POSSIBLE APPROVAL AND ACKNOWLEDGEMENT OF STAFF'S NOTICE TO PROCEED TO MCDONALD  
BROTHERS CONSTRUCTION FOR THE QUOTED AMOUNT OF \$55,250 FOR FINNIE FLAT CURB & STORM  
DRAINAGE IMPROVEMENTS Staff Resource: Troy Odell or Ron Long**

**AND**

**ADDITIONAL INFORMATION FOR ITEM #4  
PUBLIC-PRIVATE DEVELOPMENT AGREEMENT REGARDING  
RELOCATION OF VERDE VALLEY ARCHAEOLOGY CENTER  
WITH ATTORNEY COMMENTS**



**2<sup>nd</sup> AMENDED AGENDA**  
**WORK SESSION**  
**MAYOR AND COMMON COUNCIL**  
**Of the TOWN OF CAMP VERDE**  
**COUNCIL CHAMBERS · 473 S. Main Street, Room #106**  
**WEDNESDAY, JUNE 10, 2015 at 5:30 p.m.**

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

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Presentation and discussion of proposed agreements between the Town of Camp Verde, Verde Valley Archaeology Center and Summerset at Camp Verde, LLC. In the agreements, Summerset at Camp Verde would transfer ownership of Parcel 403-23-104U to the Verde valley Archaeology Center, provide an option for the Verde Valley Archaeology Center to purchase Parcel 403-23-104V and transfer ownership of a 2.68 acre access easement leading to Parcel 800-25-001C ( an AZ State Parks parcel), to the Town of Camp Verde. In exchange, the Verde Valley Archaeology Center would construct a water line along the easement and the Town of Camp Verde would agree to construct a paved road with curb and gutter the length of the easement. The Verde Valley Archaeology Center will also update the council on recent activities and future plans as part of the presentation. Staff Resource: Steve Ayers**

The following item(S) (#5 & #6) **WERE** ~~was~~ requested by Councilor Carol German

5. **Presentation, followed by discussion regarding a brief update from the Verde Valley Board Advisory Committee (VVBAC) for the Yavapai College District Governing Board and feedback from Town Council on improving the variety and quantity of education from the Verde Valley Yavapai College.**
6. **DISCUSSION, CONSIDERATION, FOLLOWED BY RECOMMENDATIONS FOR REPLACEMENT OF APPOINTMENT OF INDIVIDUAL TO REPLACE AMBER LEE ON THE YAVAPAI COLLEGE ADVISORY COMMITTEE.**
7. **POSSIBLE APPROVAL AND ACKNOWLEDGEMENT OF STAFF'S NOTICE TO PROCEED TO MCDONALD BROTHERS CONSTRUCTION FOR THE QUOTED AMOUNT OF \$55,250 FOR FINNIE FLAT CURB & STORM DRAINAGE IMPROVEMENTS. Staff Resource: Troy Odell or Ron Long**
8. **Adjournment**

Posted by: *[Signature]*

Date/Time: 6-9-2015 7:30 a.m

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

PUBLIC-PRIVATE DEVELOPMENT AGREEMENT  
REGARDING  
RELOCATION OF VERDE VALLEY ARCHAEOLOGY CENTER  
AND  
PUBLIC ACCESS TO ~~SIMONTON RANCH~~ TOWN PARK

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This Public-Private Development Agreement Regarding Relocation of Verde Valley Archaeology Center and Public Access to ~~Simonton Ranch~~ the Town Park (this "Agreement") is made to be effective as of June \_\_\_\_, 2015 (the "Effective Date"), among, THE TOWN OF CAMP VERDE, an Arizona municipal corporation (the "Town"), VERDE VALLEY ARCHAEOLOGY CENTER, INC., an Arizona non-profit corporation ("VVAC"), and SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company ("Summerset"). The Town, VVAC and Summerset are sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS:**

A. VVAC operates an archaeology center and museum within the Town's corporate borders (the "Archaeology Center") in premises leased from the Town.

B. Due to the growing popularity of the Archaeological Center and the need for additional space for education, research and storage of artifacts, VVAC wants to acquire a parcel of real property on which VVAC can construct larger facilities for the Archaeological Center, have room for future growth and expansion and establish a permanent presence.

C. VVAC is in the process of acquiring, through a combination of purchase and donation, approximately 15.28 acres of real property located in a development known as "Simonton Ranch," which is located with the Town's corporate borders (the "Simonton Ranch Property").

D. VVAC intends to construct and develop facilities for an expanded Archaeology Center and for educational, research and storage purposes on the Simonton Ranch Property as described in the "Conceptual Plan for the Verde Valley Archaeology Center and Museum" attached as Exhibit A hereto (collectively, the "Archaeology Center Complex").

E. The Town has supported and encouraged the establishment and growth of the Archaeology Center, which attracts visitors to the Town, including tourists, students, scholars and researchers. The Town has found the presence of the Archaeology Center and influx of such visitors provides financial, educational and cultural benefits to the Town, its residents and local businesses.

F. The Town understands VVAC's need to relocate the Archaeology Center to a larger more permanent location and deems it in the Town's best interests, financial and otherwise, to have VVAC relocate the Archaeology Center within the Town's corporate borders. The Town also believes the development of the Archaeology Center Complex will provide additional opportunities for economic development within the Town and for the development of recreational amenities and desires to provide economic development assistance pursuant to A.R.S. Section 9-500.11 by promoting economic development activities.

G. Due to limited financial resources, VVAC will only be able to acquire the Simonton Ranch Property and develop the Archaeology Center Complex with the cooperation and assistance of the Town, private land owners and donors.

H. Summerset owns approximately 31 acres of real property located adjacent to and immediately south of the Simonton Ranch Property (the "Summerset Property").

I. On August 25, 2014, Summerset granted an access easement over an approximately 2.68 acre portion of the Summerset Property (the "Access Parcel") to provide access to the Simonton Ranch Property and other real property as set forth in the Declaration of Access and Utility Easements recorded on August 25, 2014, at Recording No. 2014-0038276 in the official records of Yavapai County, Arizona (the "Declaration of Easements"). The legal description of the Access Parcel is attached hereto as Exhibit B.

J. As the Effective Date, the Access Parcel is raw land that has not been improved or developed.

K. As part of the development of the Archaeology Center Complex, a road and related improvements and a 12" water line will have to be constructed and installed on the Access Parcel to provide physically traversable vehicular and pedestrian access and water to the Archaeology Center Complex.

L. The Access Parcel runs from the existing Davidson Road to a park located on approximately 15.61 acres of real property formerly known as Simonton Ranch Parcel 2 (Tax Parcel No. 800-25-001C) (the "~~Simonton Ranch~~-Town Park"), which the Town has a Memorandum of Understanding with Arizona State Parks to manage as a Town park. The Declaration of Easements only grants private access over the Access Parcel, and currently the Town and the public do not have the right to use the Access Parcel to gain access to the ~~Simonton Ranch~~-Town Park.

M. VVAC desires to obtain assistance in its efforts to acquire the Summerset Ranch Property and develop the Archaeology Center Complex by having Summerset donate the Access Parcel to the Town for use as a public road and having the Town improve the Access Parcel as a public road and install the 12" water line.

Commented [WJS1]: This term needs to be defined.

N. The Town desires to acquire the Access Parcel, improve, pave and maintain the Access Parcel as a public road and install the 12" water line to entice and encourage VVAC to remain within the Town's corporate boundaries and develop the Archaeology Center Complex and to provide improved public access to the ~~Simonton Ranch~~-Town Park for the Town's residents and enhance their use of the ~~Simonton Ranch~~-Town Park and access to the Verde River; without such access the Town residents would not have access to the Town Park.

O. Summerset desires to donate the Access Parcel to the Town to encourage the development of the Archaeology Center Complex, the improvement of the Access Parcel and the installation of the 12" water line. Summerset acknowledges such development and improvements will benefit Summerset and the remaining Summerset Property.

P. The improved Access Parcel will become an extension of the existing public road known as "Homestead Parkway" running from Davidson Drive to the Verde Ditch. The acquisition,

development and maintenance of the Access Parcel as a public road in the Town's system of streets and roads are referred to sometimes, collectively, as the "Homestead Parkway Extension."

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town, Summerset and VVAC agree as follows:

**AGREEMENTS:**

1. **Recitals.** The Recitals above are incorporated in this Agreement as true statements of fact binding on the Parties.

2. **Donation of Access Parcel.**

2.1 **Delivery of Deed.** Concurrently with the execution of this Agreement, Summerset shall deliver to the Town a special warranty deed conveying the Access Parcel to the Town in the form of Exhibit C attached hereto (the "Deed"). The Town shall have the Deed recorded in the official records of Yavapai County, Arizona.

2.2 **Title Matters.** The Town acknowledges it has reviewed a current title report or commitment for the Access Parcel and has satisfied itself as to the condition of title to the Access Parcel. The Town, at its option and expense, may obtain title insurance covering the conveyance of the Access Parcel to the Town.

**Commented [WJS2]:** Town has not yet reviewed title if Council recommends proceeding. Town staff will order a title report and title insurance. The Town will also order a Phase I Environmental report.

2.3 **Property Taxes.** The Town and Summerset shall prorate real property taxes and assessments, including, without limitation, assessments by the Camp Verde Sanitary District, for the Access Parcel as of the Effective Date. Such proration shall be done and necessary payments made when tax information for the proration period becomes available.

3. **Water Line.**

3.1 **Installation of Water Line.** On or before June 30, 2018 (the "Completion Deadline"), the Town shall complete the installation of a 12" underground water distribution line on the Access Parcel running from and connected to the existing water distribution line located at Homestead Parkway and Davidson Drive to a point adjacent to Yavapai County Tax Parcel No. 403-23-104W (Simonton Ranch Parcel 1C) (the "Water Line"). The Water Line and the installation of the Water Line shall meet or exceed the standards, specifications and requirements of the applicable water service provider. Upon completion, the Town will convey ownership of the Water Line to the applicable water service provider and provide any public utility easements across the Access Parcel that may be required or requested by such water service provider solely for the purposes of providing water service to the Archaeology Center Complex and properties adjacent to the Archeology Center Complex.

3.2 **Costs of Work.** The Town shall pay all costs and expenses associated with the installation of the Water Line. On or before the date that is two years immediately following the Effective Date, VVAC shall pay \$75,000 to the Town as VVAC's contribution toward the costs of the Water Line.

4. **Homestead Parkway Extension.** On or before the Completion Deadline, the Town, at its sole cost and expense, shall construct and install a road and related improvements on the Access Parcel

extending Homestead Parkway from Davidson Road over and across the entire Access Parcel (the "Road Improvements"). The Road Improvements shall meet or exceed the Town's current standards, specifications and requirements for public roads. In addition, the Road Improvements shall include paving, curb, and gutter. Following the construction of the Road Improvements, the Town shall dedicate, own and maintain the Homestead Parkway Extension, at the Town's expense, as a public road as part of the Town's system of public streets and roads.

5. Early Completion of Water Line and Road Improvements.

5.1 Request for Early Completion. From time to time prior to the Completion Deadline, Summerset may request that the Town complete the installation and construction of the Water Line or the Road Improvements, or both (each an "Early Completion Item") prior to the Completion Deadline by giving the Town notice of such request (an "Early Completion Request Notice").

5.2 Town Response Notice. If within 20 days immediately following the Town's receipt of such Early Completion Request Notice (the "Town Response Deadline") the Town gives Summerset notice (the "Town Response Notice") that the Town will install and construct any or all of the Early Completion items described in the Early Completion Request Notice by the early completion date or deadline specified in such Early Completion Request Notice (the "Early Completion Deadline"), the Completion Date for such Early Completion Item(s) shall be deemed to have been amended to be the Early Completion Deadline.

5.3 Summerset's Right to Complete Early Completion Request Items. If the Town does not give a timely Town Response Notice or if the Town gives a timely Town Response Notice but does not commit to install and construct all of the Early Completion Items in an Early Completion Request Notice by the Early Completion Deadline, Summerset shall be entitled to install and construct each such Early Completion Item that the Town did not agree to complete, but Summerset shall not have any obligation to do so. If Summerset elects to install and construct an Early Completion Item by giving notice of such election to the Town, Summerset shall pursue the installation and construction of such Early Completion Item with reasonable diligence, but shall not be required to complete the Early Completion Item by a specific deadline.

5.4 Cooperation. If Summerset elects to install and construct an Early Completion Item, the other Parties shall cooperate with such installation and construction. Summerset shall be entitled to ~~exercise the rights of the Town under this Agreement in taking action to~~ install and construct each such Early Completion Item. The Town hereby grants Summerset and its employees, agents, contractors and subcontractors the right to enter onto the Access Parcel and install and construct each such Early Completion Item and otherwise exercise the rights of Summerset under this Section 5. Upon the installation and construction of an Early Completion Item, the Town shall take all other actions with respect to such Early Completion Item required to be taken after the completion of such Early Completion Item under Sections 3 and 4 above.

5.5 Reimbursement of Early Completion Costs. The Town shall reimburse Summerset for all costs and expenses incurred by Summerset in taking action to install or construct an Early Completion Item (collectively, "Early Completion Costs") prior to the Completion Deadline. In addition, the Town shall pay Summerset interest on all Early Completion Costs or portions thereof not reimbursed to Summerset by the Completion Deadline at the rate of 12% per annum, with such interest accruing on and from the Completion Deadline until paid in full.

**Commented [WJS3]:** Is this clause needed if Summerset has the power to install and construct and install the Water Line and the Road Improvements? I ask because to give Summerset the rights of the Town implies that Summerset can approve economic development activities as an agent of the Town.

**Commented [WJS4]:** Under an Arizona Supreme Court case *Johnson v. Chandler*, 10 Chandler before the Town could reimburse the work would have to be bid.

**Commented [WJS5]:** If we can justify reimbursing Summerset then the amount of interest is a business decision.

6. Development and Operation of the Archaeology Center Complex. Within 5 years immediately following the Effective Date, VVAC shall construct and open to the public "Phase 1" of the Archaeology Center Complex substantially as described in Exhibit A attached hereto. After opening Phase 1 of the Archaeology Center Complex to the public, VVAC shall continue to operate Phase 1 of the Archaeology Center and keep Phase 1 open to the public until the date that is 50 years immediately following the Effective Date; provided Phase 1 may be closed on holidays and as needed for repairs or remodeling. VVAC shall use reasonable efforts to construct and open Phase 2 of the Archaeology Center Complex.

7. Summerset's Representations and Warranties. Summerset represents and warrants to the Town and VVAC that the following are true and correct in all material respects as of the Effective Date:

7.1 Existence and Authority. Summerset is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona. Summerset has full power and authority to enter into this Agreement and fulfill its obligations under this Agreement. The person signing this Agreement on behalf of Summerset has been duly authorized to do so by Summerset.

7.2 Binding Agreement. Upon execution and delivery of this Agreement by Summerset, this Agreement shall be binding on and enforceable against Summerset in accordance with its terms, subject to bankruptcy, insolvency, and similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally.

7.3 No Bankruptcy. Summerset is not involved as a debtor in any state or federal bankruptcy, reorganization, arrangement, insolvency proceedings, receivership or any other debtor-creditor proceeding. Summerset has not made any general assignment for the benefit of creditors.

7.4 Claims. Summerset has no knowledge of any pending litigation affecting the Access Property or Summerset ability to convey the Access Parcel to the Town.

7.5 Violations. Summerset has no knowledge of any written notice from any governmental authority or agency of a violation of any law, ordinance, rule or regulation with respect to the Access Property, including, without limitation, any environmental law.

7.6 Summerset's Knowledge. As used in this Agreement, "*Summerset's knowledge*," the "*knowledge of Summerset*" or any similar phrase shall mean the actual present conscious awareness of G. Scott Simonton, without making any independent investigations or inquiries and specifically negating the doctrines of constructive or imputed knowledge or notice.

8. The Town's Representations and Warranties. The Town represents and warrants to the Summerset and VVAC that the following are true and correct in all material respects as of the Effective Date:

8.1 Existence and Authority. The Town is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona. The Town has full power

and authority to enter into this Agreement and fulfill its obligations under this Agreement. The person signing this Agreement on behalf of the Town has been duly authorized to do so by the Town

8.2 Binding Agreement. Upon execution and delivery of this Agreement by the Town, this Agreement shall be binding on and enforceable against the Town in accordance with its terms, subject to bankruptcy, insolvency, and similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally.

8.3 No Bankruptcy. The Town is not involved as a debtor in any state or federal bankruptcy, reorganization, arrangement, insolvency proceedings, receivership or any other debtor-creditor proceeding. The Town has not made any general assignment for the benefit of creditors.

9. VVAC's Representations and Warranties. VVAC represents and warrants to the Summerset and the Town that the following are true and correct in all material respects as of the Effective Date:

9.1 Existence and Authority. VVAC is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Arizona. VVAC has full power and authority to enter into this Agreement and fulfill its obligations under this Agreement. The person signing this Agreement on behalf of VVAC has been duly authorized to do so by VVAC.

9.2 Binding Agreement. Upon execution and delivery of this Agreement by VVAC, this Agreement shall be binding on and enforceable against VVAC in accordance with its terms, subject to bankruptcy, insolvency, and similar laws or equitable principles relating to or affecting the enforcement of creditors' rights generally.

9.3 No Bankruptcy. VVAC is not involved as a debtor in any state or federal bankruptcy, reorganization, arrangement, insolvency proceedings, receivership or any other debtor-creditor proceeding. VVAC has not made any general assignment for the benefit of creditors.

10. Access Parcel Conveyed "AS-IS." The Town and VVAC acknowledge that, except for the specific representation and warranties set forth in Sections 7 above and in the Deed (the "*Summerset Warranties*"): (a) the Town is accepting ownership of the Access Property solely in reliance on the Town's own investigation and inspection of the Access Parcel; and (b) Summerset has not made and is not making any other representations or warranties, express or implied, concerning the Access Parcel. Furthermore, the Town and VVAC hereby release Summerset from all liability of any kind whatsoever relating to the condition of the Access Parcel existing as of the Effective Date other than the Summerset Warranties.

11. Default and Remedies.

11.1 Default. If any Party fails to fulfill any of its obligations under this Agreement and such failure continues after such Party receives at least 10 days' prior written notice of such failure, such Party shall be a default under this Agreement. If a Party is in default under this Agreement, each of the other Parties, acting individually or jointly, may pursue all remedies provided in this Agreement or otherwise available at law or in equity as a result of such default.



11.2 Self-Help Remedy for Failure to Complete Water Line or Road Improvements. If the Town has not completed the Water Line and the Road Improvements by the Completion Deadline (each such failure is referred to as an "Unfinished Item"); and (b) the Town does not cause all Unfinished Items to be completed and to occur within 30 days immediately following the date the Town receives a notice from either of the other Parties demanding that all Unfinished Items be completed, any of the other Parties (each a "Self-Help Party") may take such action as such Self-Help Party deems necessary or desirable to complete the Unfinished Items, without having any obligation to do so. All reasonable costs and expenses incurred by a Self-Help Party in an attempt to complete or completing any Unfinished Items (collectively, "Completion Costs") shall be immediately due and payable by the Town to such Self-Help Party with interest thereon at the rate of 12% per annum from the date each such Completion Cost is incurred until paid in full. The self-help right provided in this Section 11.2 shall be in addition to all other rights and remedies available to each Party under this Agreement or at law or in equity. A Self-Help Party shall be entitled to ~~exercise the rights of the Town under this Agreement in taking~~ take such action to complete any Unfinished Item. The Town hereby grants the other Parties the right to enter onto the Access Parcel to exercise the rights of a Self-Help Party under this Section 11.2.

11.3 Remedies Cumulative. All remedies in this Agreement and otherwise available at law or in equity shall be cumulative and concurrent and may be pursued singly, successively or together, and may be exercised as often as occasion therefor shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Such remedies shall include, without limitation, the right to restrain by injunction any violation or threatened violation of his Agreement and by decree to compel performance of the provisions of this Agreement.

11.4 Attorneys' Fees. If there is any litigation between any of the Parties of this Agreement to enforce or interpret any provisions of this Agreement or rights arising under this Agreement, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

12. Notices. All notices, requests, demands or other communications (collectively, "Notice") required or permitted under this Agreement shall be in writing and may be personally delivered or transmitted by nationally recognized overnight carrier (e.g., Federal Express, UPS) or by certified mail, return-receipt requested, postage prepaid, addressed as follows:

TOWN: Town of Camp Verde  
Attn: Russ Martin, Town Manager  
473 S. Main Street, Suite 102  
Camp Verde, Arizona 86322

SUMMERSET: Summerset at Simonton Ranch, LLC  
Attn: G. Scott Simonton  
310 N. Portland Avenue  
Gilbert, Arizona 85234

WVAC: Verde Valley Archaeology Center  
Attn: Attn: Kenneth J. Zoll, Executive Director  
385 South Main Street  
Camp Verde, Arizona 86322-7272

Notice given in accordance with the terms hereof shall be deemed given and received on the date of receipt if personally delivered, upon the date three Business Days after posting if transmitted by mail or on the date on which the overnight carrier has guaranteed delivery of such Notice if transmitted by overnight carrier, however, if such delivery date is other than a Business Day, then on the first Business Day following such guaranteed delivery date. Any Party may change the address for receiving Notice by notice sent in accordance with the terms of this Section. The inability to deliver a Notice because of a changed address of which no Notice was given, or rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver, rejection or refusal to accept. Any Notice to be given by any Party may be given by legal counsel for such Party; however, Notice to a Party's legal counsel without Notice directly to such Party shall not be deemed notice to such Party.

13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and shall not be modified or amended except in a written document signed by the Parties. Any prior agreements or understandings among the Parties concerning the subject matter of this Agreement are superseded and replaced by this Agreement and are hereby rendered null and void.

14. Time of the Essence. The Parties expressly and specifically agree time is of the essence of this Agreement and all provisions, obligations and conditions thereof. All time periods set forth herein in terms of "days," "months" or "years" refer to calendar days, months and years. Whenever notice must be given, documents delivered or an act done under this Agreement on a day that is not a Business Day, the notice may be given, document delivered or act done on the next following day that is a Business Day. As used in this Agreement, "Business Day" shall mean a day other than a Saturday, Sunday or a day observed as a legal holiday by the United States government; the State of Arizona; Yavapai County, Arizona; or the Town.

15. No Other Warranties or Agreements. Except as otherwise specifically provided in this Agreement or in any additional documents to be executed under this Agreement, the Parties have not made any representations, warranties or agreements by or on behalf of any Party as to any matter set forth in this Agreement or otherwise. No agreements, warranties or representations not expressly contained in this Agreement and in any additional documents to be executed under this Agreement shall bind the Parties.

16. Governing Law. This Agreement together with all attachments and exhibits shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Arizona (without reference to choice of law principles).

17. Waiver. The waiver by any Party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder. Nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. Construction. This Agreement is the result of negotiations among parties of roughly equivalent bargaining power, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law which otherwise might be applicable to the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. Interpretation. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement, which shall be deemed to prevail and control. All references to "Sections" shall be to the numbered sections of this Agreement unless specifically stated otherwise. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

20. Headings; Exhibits. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement. All exhibits to this Agreement are fully incorporated herein as though set forth herein in full.

21. No Third Party Beneficiary. No term or provision of this Agreement or the exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a Party, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but such term or provision shall be reduced or otherwise modified by such court or authority only to the minimum extent necessary to make it valid and enforceable, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it shall be severed from this Agreement and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

23. Additional Acts. The Parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

24. Successors. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

25. Legal Representation. The Parties acknowledge they have had the opportunity to seek the advice and benefit of legal counsel prior to executing this Agreement, and have, in fact, sought such advice, or made a conscious decision not to do so and to assume the risk of failing to do so.

26. Conflict of Interest. Pursuant to A.R.S. § 38-503 and § 38-511, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of A.R.S. § 38-511.

*[Remainder of Page Intentionally Blank]*

27. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page. Fax copies and electronically scanned copies of the executed signature pages of this Agreement shall be effective and binding upon the Parties as if such signatures were original signatures.

**TOWN:**

THE TOWN OF CAMP VERDE,  
an Arizona municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WVAC:**

VERDE VALLEY ARCHAEOLOGY CENTER, INC.,  
an Arizona non-profit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SUMMERSET:**

SUMMERSET AT CAMP VERDE, LLC,  
an Arizona limited liability company

By: Simonton Companies, LLC,  
an Arizona limited liability company,  
Manager

By: \_\_\_\_\_

G. Scott Simonton  
Authorized Representative

**EXHIBIT A**

**Conceptual Plan for the Verde Valley Archaeology Center and Museum at Simonton Ranch**

*[Attached]*

**EXHIBIT B**

**Legal Description of the Access Parcel**

*[Attached]*

**EXHIBIT C**

**Special Warranty Deed**

*[Attached]*





**Agenda Item Submission Form – Section I**

**Meeting Date: June 10, 2015**

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

**Requesting Department:** Public Works

**Staff Resource/Contact Person:** Troy Odell or Ron Long

**Agenda Title (be exact):** Possible approval and acknowledgement of staff's Notice to Proceed to McDonald Brothers Construction for the quoted amount of \$55,250 for Finnie Flat Curb & Storm Drainage Improvements

**List Attached Documents:** JOC Quote Sheet for Finnie Flat Curb & Storm Drainage Improvements

**Estimated Presentation Time:**

**Estimated Discussion Time:**

**Reviews Completed by:** Troy Odell, Ron Long, Russ Martin

**Department Head:**       **Town Attorney Comments:**

**Finance Review:**  Budgeted     Unbudgeted     N/A

**Finance Director Comments/Fund:**

**Fiscal impact:** N/A

**Budget Code: 06-410-20-841120 & 03-000-20-841120 \_\_\_\_\_ Amount Remaining: \$44,275 & \$15,000  
Total: \$59,275**

**Background Information:** Council has approved and the Mayor has executed 12 individual Job Order Contracts. These Agreements are currently valid; permitting staff to obtain quotes for individual projects and issue a Notice to Proceed.

Included in Phase II of Finnie Flat/Cliffs Drainage Project, was construction of curb/gutter on Finnie Flat Road at the Out Post Town Homes entrance, Staff has received three quotes for the curb/gutter improvements, all exceed \$50,000.

- McDonald Bros Construction \$55,250.00
- Rocky Construction Inc. \$58,282.28
- Mulcaire & Son Contracting \$60,038.25

Stated under "Specified Budgeted Purchase" in The Financial Operations Guide, Council approval is required with Town Manager or Finance Director Recommendation for purchases over \$50,000. The remaining \$44,275 from the County IGA will expire on June 30<sup>th</sup>, knowing that Council unanimously supports and approved this much needed drainage project and provided additional CIP funding, staff has issued McDonald Construction the Notice to Proceed so that the project can be completed on time. This was not in any way an attempt to circumvent policy but staff, desire to complete Finnie Flat/Cliffs Phase II prior to July 1, 2015 to avoid losing the County funding.

***Recommended Action (Motion):*** Motion to approve and acknowledge staff's execution of Notice to Proceed to McDonald Brothers Construction for the quoted amount of \$55,250 for Finnie Flat Curb & Storm Drainage Improvements.

***Instructions to the Clerk:***



# 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](http://www.campverde.az.gov) ◆

## Finnie Flat Curb & Storm Drainage Improvements

Firm	Total Cost
McDonald Bros. Construction	\$ 55,250 <sup>00</sup>
Rocky Const. INC	\$ 58,282 <sup>28</sup>
Mulcaire + Son Contracting	\$ 60,038 <sup>25</sup>



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





**AMENDED AGENDA**  
**WORK SESSION**  
**MAYOR AND COMMON COUNCIL**  
**Of the TOWN OF CAMP VERDE**  
**COUNCIL CHAMBERS · 473 S. Main Street, Room #106**  
**WEDNESDAY, JUNE 10, 2015 at 5:30 p.m.**

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

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
  
4. **Presentation and discussion of proposed agreements between the Town of Camp Verde, Verde Valley Archaeology Center and Summerset at Camp Verde, LLC. In the agreements, Summerset at Camp Verde would transfer ownership of Parcel 403-23-104U to the Verde valley Archaeology Center, provide an option for the Verde Valley Archaeology Center to purchase Parcel 403-23-104V and transfer ownership of a 2.68 acre access easement leading to Parcel 800-25-001C ( an AZ State Parks parcel), to the Town of Camp Verde. In exchange, the Verde Valley Archaeology Center would construct a water line along the easement and the Town of Camp Verde would agree to construct a paved road with curb and gutter the length of the easement. The Verde Valley Archaeology Center will also update the council on recent activities and future plans as part of the presentation. Staff Resource: Steve Ayers**

The following item(S) **WERE** ~~was~~ requested by Councilor Carol German

5. **Presentation, followed by discussion regarding a brief update from the Verde Valley Board Advisory Committee (VVBAC) for the Yavapai College District Governing Board and feedback from Town Council on improving the variety and quantity of education from the Verde Valley Yavapai College.**
  
6. **DISCUSSION, CONSIDERATION, FOLLOWED BY RECOMMENDATIONS FOR REPLACEMENT OF APPOINTMENT OF INDIVIDUAL TO REPLACE AMBER LEE ON THE YAVAPAI COLLEGE ADVISORY COMMITTEE.**
  
7. **Adjournment**

Posted by:



Date/Time:

6.8.2015 10:15 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.



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6. **Adjournment**

Posted by: *Virginia Lee*

Date/Time: *6.4.2015*

*4:00 p.m.*

Note: Pursuant to A.R.S. §38-431.03A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Economic development

**Staff Resource/Contact Person:** Steve Ayers

**Agenda Title (be exact):** Presentation and discussion of proposed agreements between the Town of Camp Verde, Verde Valley Archaeology Center and Somerset at Camp Verde, LLC. In the agreements, Summerset at Camp Verde would transfer ownership of Parcel 403-23-104U to the Verde valley Archaeology Center, provide an option for the Verde Valley Archaeology Center to purchase Parcel 403-23-104V and transfer ownership of a 2.68 acre access easement leading to Parcel 800-25-001C ( an AZ State Parks parcel), to the Town of Camp Verde. In exchange the Verde Valley Archaeology Center would construct a water line along the easement and the Town of Camp Verde would agree to construct a paved road with curb and gutter the length of the easement. The Verde Valley Archaeology Center will also update the council on recent activities and future plans as part of the presentation.

**List Attached Documents:**

- 1) Public-Private Development Agreement
- 2) Letter of Intent from AZ State Parks
- 3) Town of Camp Verde Proposed Archaeology Center Economic Impact –Yavapai College
- 4) Site map
- 5) City North Case paper from Attorney Bill Sims
- 6) Declaration of Access and Utility Easements
- 7) Total of Simonton investments in project area

**Estimated Presentation Time:** 30 minutes

**Estimated Discussion Time:** 30 minutes

**Reviews Completed by:**

Department Head:                       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

**Fiscal Impact:**

**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_

**Comments:**

**Background Information:**

The proposed agreement came out of discussions between the Verde Valley Archaeology Center and developer Scott Simonton, owner of the properties in question. Mr. Simonton, after visiting the Center this last year, offered to provide property for a permanent home for the Verde valley Archaeology Center. Eventually the two parties settled on a two-part donation in which the VVAC would receive approximately 9 acres from Summerset at Camp Verde, LLC, outright, and the option to purchase an addition parcel of approximately 6 acres.

Simultaneous to the discussions between Mr. Simonton and VVAC, the Town of Camp Verde Economic Development Department had discussed with both Arizona State Parks and the Prescott National Forrest, the development of approximately 75 acres of land owned by the two agencies, adjacent to the Verde River, for a riverside park and natural area. Currently, the 75-acre proposed park property, located at the end of a 2.68 acre private access easement that aligns with Homestead Parkway, has no public access.

The agreement before council contemplates, in its simplest terms, that in exchange for Simonton's donation of the 9 acres to the VVAC, the discounted sale of the 6-acre parcel and the donation of a 2.68 acre public right of way for access to the 75-acre park property to the Town, the Verde valley Archaeology Center will extend Camp Verde Water System's water line the length of the easement and the Town of Camp Verde will construct a paved road the length of the easement with curb and gutter. The water line is estimated to cost \$75,000. The road extension is estimated at \$350,000. The agreement calls for the Town to build and pay for the waterline when it constructs the road, then for VVAC to reimburse the Town if VVAC has not provided the funds in advance. The agreement also allows the developer to pave the road previous to FY2018 if the opportunity arises to develop parcels along the roadway with the Town paying the developer back in FY2018.

In order for the Town and the public to utilize the proposed park property it will be necessary to build a trailhead. The current access easement does not allow public access to the park property. If the roadway is eventually constructed by private development then deeded to the Town, there is no guarantee the developer will provide for a trailhead. Without a trailhead, future access to the 75-acre park will be accessible only by foot paths within the larger Simonton Ranch development, which surrounds the property, forcing residents who do not live in the development to park on neighborhood streets or walk to the park from elsewhere. The proposed agreement will allow the Town to construct a trailhead at the end of, and within, the easement.

**Recommended Action (Motion):** N/A, presentation only

**Instructions to the Clerk:** N/A, presentation only



**Douglas A. Ducey**  
Governor

**Sue Black**  
Executive Director

**State Parks Board**  
R.J. Cardin, Chairman  
Kay Daggett, Vice-Chairman  
Mark Brnovich, Phoenix  
Alan Everett, Sedona  
Shawn Orme, Mayer  
Orme Lewis, Jr., Phoenix

## Letter of Intent

Arizona State Parks, Region II  
2011-A Kestrel Road  
Cottonwood, AZ 86326

April 23, 2015

Steve Ayers  
473 S. Main Street  
Camp Verde AZ 86322

Re: Homestead Trail MOU

Dear Mr. Ayers,

This letter is to inform you we have received and are processing your draft MOU. Our Attorney General Representative (AGR) is currently reviewing the MOU.

Arizona State Parks (ASP) looks forward to partnering with the Town of Camp Verde in developing a trail system along parcels number 800-25-001C and 800-25-001D. Our Landscape Architect, Renee Gillespie has already met with you for an overview of the project.

The project/partnership also has the support of our Director, Sue Black. Once our AGR has reviewed the draft MOU, I will contact you to finalize the particulars.

Sincerely,

Keith Ayotte  
Region II Manager  
480-766-2745





## Town of Camp Verde Proposed Archeology Center Economic Impact

The Town of Camp Verde is seeking to advance their economic potential by capitalizing on existing competitive advantages within the natural resource base and tourism sectors. The proposed Verde Valley Archeology Center would be established on nine acres of land in the north central section of the town and contain 28,500 square feet of usable space allocated for a museum/gallery, gift shop, library, learning center and classroom space, and auditorium.

The center operations will have an economic impact in the community in terms of direct spending on wages, supplies, and services and induced impacts derived from increased demand for supplies and services and increased household expenditures. Additionally, there will be an economic impact derived from increased capacity for tourism and destination learning operations. The following analysis identifies the probable economic impact that would occur in the context of labor wages, value-added, and output in the local community.

At current operating projections for the center, the direct expenditures on employment, supplies, and services procured from within the county will result in a total impact of \$2.22 million in additional output (sales) in the community and just over \$603,000 in labor wages. The indirect impact is garnered from the increase in demand for services and supplies due to the center's operations. This totals just over \$105,000 in wages and just under \$295,000 in sales. The induced effect exhibits the increase in employment, wages, and sales that would occur due to the increase in household spending. This is an additional \$72,312 in wages and \$218,067 in sales.

The center also projects that they will facilitate 4 tourism based events that will support local and imported expenditures in the retail, food and accommodation sectors. At an estimated \$5000 in revenue generated in direct ticket pricing, the operations of the events themselves will support an additional \$32,000 in local output and \$8,600 in wages. Additional impact will occur due to visitor spending patterns in the local community.

### Impact Summary Camp Verde Archeology Operations

Impact Type	Jobs	Local Output	Local Wages	Total Value Added	Total
Direct Effect	10	\$425,148.36	\$943,820.85	\$1,707,158.30	
Indirect Effect	2.7	\$105,591.28	\$173,854.45	\$294,547.17	
Induced Effect	1.9	\$72,312.15	\$143,544.01	\$218,067.54	
<b>Total Effect</b>	<b>18.7</b>	<b>\$603,051.80</b>	<b>\$1,261,219.31</b>	<b>\$2,219,773.00</b>	

Source: Minnesota IMPLAN Group

The impact of the center's operations and events on sales tax revenue generation totals \$45,756 from production and product sales, and another \$7,481 through households.

**State and Local Tax Impact for Archeology Center Operations and Events**

Description	Tax on Production and Imports	Households	Corporations
Dividends			\$164.00
Social Ins Tax- Employee Contribution			
Social Ins Tax- Employer Contribution			
Tax on Production and Imports: Sales Tax	\$25,720.00		
Tax on Production and Imports: Property Tax	\$18,086.00		
Tax on Production and Imports: Motor Vehicle Lic	\$238.00		
Tax on Production and Imports: Severance Tax	\$116.00		
Tax on Production and Imports: Other Taxes	\$1,274.00		
Tax on Production and Imports: S/L NonTaxes	\$323.00		
Corporate Profits Tax			\$3,527.00
Personal Tax: Income Tax		\$5,126.00	
Personal Tax: NonTaxes (Fines- Fees)		\$1,692.00	
Personal Tax: Motor Vehicle License		\$272.00	
Personal Tax: Property Taxes		\$194.00	
Personal Tax: Other Tax (Fish/Hunt)		\$198.00	
<b>Total State and Local Tax</b>	<b>\$45,756.00</b>	<b>\$7,481.00</b>	<b>\$3,691.00</b>

Source: Minnesota IMPLAN Group

The top employment sectors that would receive an increase in demand due to the center's operations include food services, building maintenance, real estate services, accounting services, and professional, technical, and scientific services. The latter sector comprises some of the highest wages per worker in Yavapai County and is a sector that has momentum for growth in the region. Increased sales per sector, not including museums, totals \$187,702 and \$67,868 in wages for the region.

**Top Ten for Employment Sectors**

Description	Employment	Total Labor Income	Total Value Added	Total Output (sales)
Museums, historical sites, zoos, and parks	14.2	\$425,215.03	\$943,968.83	\$1,707,425.97
Food services and drinking places	0.4	\$8,363.18	\$12,343.70	\$22,213.78
Services to buildings and dwellings	0.3	\$8,093.61	\$10,040.88	\$18,907.73
Real estate establishments	0.3	\$9,468.37	\$36,387.64	\$46,093.13
Accounting, tax preparation, bookkeeping, and payroll services	0.3	\$7,677.53	\$16,578.68	\$22,285.58
Employment services	0.2	\$9,729.84	\$10,519.24	\$12,192.14
Maintenance and repair construction of nonresidential structures	0.2	\$7,781.27	\$13,326.31	\$28,637.29
Other private educational services	0.2	\$6,029.48	\$7,606.96	\$10,881.02
Management, scientific, and technical consulting services	0.1	\$6,406.56	\$6,839.41	\$12,346.94
Newspaper publishers	0.1	\$4,318.80	\$6,300.41	\$14,144.82

Source: Minnesota IMPLAN Group



## CityNorth Case

### *Turken v. Gordon, et al.*

The Arizona Supreme Court recently decided a case that many in the development community thought left too much doubt and could jeopardize future development. What did the Court decide and how should cities and towns respond? The sky really is not falling. The case is not too bad from a city or town perspective.

The development agreement in the CityNorth case required the developer of a commercial development to set aside 2,980 parking garage spaces for non-exclusive use by the general public and 200 spaces for exclusive use by drivers in commuting programs. In return, for eleven years Phoenix must pay the developer annual payments equal to half of certain sales taxes generated by the development. This amount could be up to \$97.4 million.

The public dollars for parking spaces was challenged by Phoenix taxpayers based, in part, on what is known as the Arizona Gift Clause (Article 9, Section 7 of the Arizona Constitution):

Neither the state, nor any county, city, town, municipality, or other subdivision of the state shall ever give or loan its credit in the aid of, or make any donation or grant, by subsidy or otherwise, to any individual, association, or corporation, or become a subscriber to, or a shareholder in, any company or corporation, or become a joint owner with any person, company, or corporation . . . .

Even though the Supreme Court noted that the CityNorth development agreement “quite likely” violated the Gift Clause, the Court concluded that because of uncertainty that had been generated by earlier court decisions, the Court decided not to rule that the CityNorth development agreement violated the Gift Clause. Instead, the Court attempted to lay down rules that cities and towns may follow. What can we learn from the decision?

1. **Let your elected officials make the decision.** The Court of Appeals had expressed concern about “rubber stamping” the decision of elected officials. The Supreme Court stepped back a bit and noted that “courts owe significant deference to the judgment of elected officials.” City and town staff should make sure that elected officials are fully aware of the terms of proposed development agreements and are allowed to express their opinions and vote on such terms. Under the Supreme Court’s CityNorth decision, courts will defer to those decisions. Net impact: Positive.
2. **Courts will overturn the elected officials’ decision in extreme circumstances.** Underscoring the deference that courts will give decisions made by elected officials when applying the Gift Clause, the Supreme Court noted that courts will find a public purpose when elected officials decide to authorize expenditures of public funds in connection with development projects except “in those rare cases in which the governmental body’s discretion has been ‘unquestionably abused.’” Moreover, when evaluating whether or not a city or town has received adequate consideration for the public resources committed to the developer, the Court observed that it would only find the Gift Clause violated if the consideration given by the city or town was “grossly disproportionate” to the consideration given by the developer. Here we see the Arizona Supreme Court acknowledging that unelected justices should defer to the substantiated decision of elected officials. Net impact: Positive.

3. **A deal is not invalid just because a private interest is benefited.** When the Arizona Court of Appeals considered the CityNorth deal, it adopted a new test for assessing the constitutionality of development agreements under the Gift Clause. The Court of Appeals interpreted prior cases to require a determination as to “whether the payments to a private party unduly promote private interests.” Every development deal will promote a private interest; otherwise the developers won’t do the deals. The Arizona Supreme Court rejected the new test and instead applied the two step test of a long line of Arizona cases: (a) is the expenditure for a public purposes, and (b) is the “public benefit to be obtained from the private entity as consideration . . . far exceeded by the consideration being paid by the public?” This test is easier to apply than trying to determine if a private person has been “unduly” benefited. Net impact: Positive.
4. **The city or town must be able to quantify the benefits received.** When evaluating the consideration exchanged by the parties in the CityNorth deal, the Arizona Supreme Court decided not to count increased tax revenue and additional jobs as part of the consideration given by the developer. The Court established a somewhat blurry line by applying principles of contract law: “Although anticipated indirect benefits may well be relevant in evaluating whether spending serves a public purpose, when not bargained for as part of the contracting party’s promised performance, such benefits are not consideration under contract law or under [the Gift Clause].” The CityNorth decision actually helps cities and towns when starting negotiations with a developer who rolls into town with all sorts of promises. The CityNorth case requires a city or town to contract for benefits if those benefits are to be counted when determining whether or not a deal satisfies the Gift Clause. If the benefits can be measured and enforced, then the CityNorth decision helps governments strike beneficial deals for their communities – exactly what the Gift Clause is intended to promote. This standard can be applied to many types of development agreements that cities and towns enter into, such as deals where the developer creates direct, discernable value in return for sales tax reimbursement. Reimbursing a developer, for example, for the cost of public infrastructure paid for by the developer and used by persons other than the developer would be permitted, such as additional streets, sewers and sidewalks built by the developer at a capacity greater than needed for the proposed development. Net impact: Positive.
5. **Can increased tax payments ever be direct?** Even though the CityNorth case has many positive impacts for cities and towns, the case does create a fair amount of uncertainty. Can taxes generated by development ever be counted as consideration? The Court seems to suggest that cities and towns may not count taxes by noting that a duty to pay taxes arises “from law applicable to all, not out of contract.” All is not lost, however, if the goal is to try to use indirect benefits to show adequate consideration. For taxes, you could ask for a letter of credit to support a minimum payment on an annual basis. For jobs, you could require the developer to create a minimum number of jobs. Net impact: Uncertain.
6. **Do you always need a contract?** The CityNorth opinion contains language in footnote four that is helpful but also confusing. The objective of this footnote seems to clarify that the opinion does not impose a Gift Clause limitation on the exercise of governmental powers such as providing assistance to the needy. The footnote, however, contains somewhat unnecessary language when it states that the Gift Clause analysis does not

apply to “non-contractual public expenditures.” Some have read this to mean that if a government decides to spend funds (for example, a contribution to the chamber of commerce), the government should do so without a contract in order for the deal to be insulated from Gift Clause scrutiny. Read literally, this language would suggest to never use a contract when committing public funds. That should not be the result. Governments are better served by using the rigor imposed by a contract to document and enforce the benefits that a government receives when expending public funds. Net impact: Uncertain.

7. **Don't always assume that you need to own the improvement that is paid for with public funds.** The CityNorth opinion suggests that ownership of an improvement paid for with public funds avoids Gift Clause scrutiny: “the City could have erected a parking structure of its own without violating the Gift Clause.” The Gift Clause, however, is not the only guiding principle when evaluating development options. If the city or town (rather than the developer) owns the improvement, property taxes could be lost and the city or town will incur liability arising out of ownership such as capital repair, demolition and damages arising from injuries on the property. Net impact: Mixed.
8. **Don't forget the procurement rules.** When the Supreme Court evaluated the exchanged consideration in the CityNorth deal, the Court noted that “paying too much for something effectively creates a subsidy from the public to the seller.” The Court observed that much greater scrutiny will be applied when “a public entity enters into the contract without the benefit of competitive proposals.” The temptation is always there to try a sole source procurement; instead, use the language of the CityNorth opinion to justify competitive solicitations as often as you can when spending public funds. Net impact: Positive.
9. **Remember that besides the Gift Clause, statutes must also be complied with.** Our Legislature has been grappling with problems arising out of cities and towns competing with each other to attract development by rebating sales taxes. Slowly, the Legislature has adopted legislation to make it more difficult to rebate sales taxes. Don't forget to comply with these statutes (e.g., A.R.S. § 9-500.11). Compliance alone with the statute, however, does not necessarily mean that the Gift Clause has been satisfied. Net impact: Neutral.
10. **Don't jump to the conclusion that we need a constitutional amendment.** Some have said that to correct all of the perceived uncertainty arising out of the CityNorth decision, the Arizona Constitution must be amended to clearly allow cities and towns to provide the incentives that were challenged in CityNorth. When you consider the points raised above, the CityNorth case does not seem that troubling for cities and towns. It will require governments to be more discerning when expending public funds – not a bad outcome and one that probably would be looked upon favorably by the drafters of the Gift Clause at statehood. One should consider a recent example of the outcome when voters were asked to weigh in on land use issues. In 2006 the voters were asked (probably unnecessarily) to approve Prop 207, the Private Property Protection Rights Act, concerning city land use approvals. The result has produced confusing legislation that cities and towns must try to address. The better way to address the CityNorth decision is to try to implement the decision in a way that promotes the interests of Arizona cities and

towns, the interests of both the governments and the citizens they represent and the interests of developers with the goal being a development that benefits all.

When recorded, return to:

G. Scott Simonton  
310 N. Portland Avenue  
Gilbert, Arizona 85234

**DECLARATION OF ACCESS AND UTILITY EASEMENTS**

This Declaration of Access and Utility Easements (this "*Declaration*") is made to be effective as of the date recorded in the official records of Yavapai County, Arizona (the "*Effective Date*") by and among SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company ("*Declarant*"), and SIMONTON RANCH 1, LLC, an Arizona limited liability company ("*Simonton 1*") and SIMONTON RANCH 4, LLC, an Arizona limited liability company ("*Simonton 4*") together herein the "*Benefitted Owners*".

**RECITALS:**

A. Declarant owns approximately 30.9 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town of Camp Verde (the "*Town*"), Yavapai County, Arizona, which is more particularly described on Exhibit A attached hereto (the "*Summerset Property*").

B. Simonton 1 owns approximately 21.87 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town, which is more particularly described on Exhibit B attached hereto (the "*Simonton 1 Property*").

C. Simonton 4 owns approximately 2.31 acres of real property located to the north of the intersection of Homestead Parkway and Davidson Drive in the Town, which is more particularly described on Exhibit C attached hereto (the "*Simonton 4 Property*").

D. Together herein the Simonton 1 Property and Simonton 4 Property are referred to as the "*Benefitted Properties*". The Summerset Property and Benefitted Properties are referred to as the "*Property*".

E. To enhance the future use and development of the Property, Declarant desires to create and provide certain easements over, across and under the portion of the Summerset Property described in Exhibit D attached hereto (the "*Easement Area*") for the use of each present and future owner of all or any portion of the Property (each an "*Owner*"), as more particularly set forth below.

THEREFORE, Declarant hereby declares that the Property and the Easement Area are and shall be owned (legally and beneficially), leased, transferred, developed, improved or otherwise used subject to the provisions of this Declaration.

**DECLARATIONS:**

1. Recitals. The Recitals above are incorporated herein and are true statements of fact binding on the Parties.



2. **Grant of Easements.** Declarant hereby grants, conveys and declares the following easements (the "Easements"):

2.1 **Access.** A perpetual appurtenant non-exclusive easement (the "Access Easement") over, across and under the Easement Area for the purpose of: (a) providing pedestrian and vehicular ingress and egress to the Property for each Owner and its employees, agents, tenants, guests and invitees; and (b) installing, constructing, operating, using, maintaining, repairing and replacing improvements to facilitate the ingress and egress described in (a) above, including, without limitation, paving and other road improvements. The Access Easement shall be for the benefit of and appurtenant to the Property.

2.2. **Utilities.** A perpetual appurtenant non-exclusive easement (the "Utility Easement") over, across and under the Easement Area for the purpose of installing, operating, maintaining and replacing utilities, including, without limitation, electricity, water, sewer, gas, telephone and cable television, to provide services to the Property for the use of each Owner and their employees, agents, tenants, guests and invitees and all providers of such services. The Utility Easement shall include the right of ingress and egress over and across the Property for all parties named above to the extent reasonably necessary for the purpose of using such easement. Each Owner may grant the right to use the Utility Easement granted under this Section 2.2 to any utility companies or providers. In such event, such Owner shall retain the right to use the Utility Easement in accordance with this Declaration, but such utility companies shall also possess such right. At an Owner's request, the Owner(s) of the portion of the Property containing the Easement Area shall grant and allow the recording of easements directly to utility companies or providers for the installation, operation and maintenance of utility lines over, under or across the Easement Area.

3. **Repair and Restoration.** If any person or entity using any of the Easements disturbs or damages the Property or any improvements on the Property while using the Easements, such person or entity shall promptly restore the Easement Area and/or such improvements to substantially the same condition as existed immediately prior to such disturbance or damage. By using any of the Easements, such person or entity shall be deemed to have accepted and be bound by the provisions of this Declaration, including, without limitation, the provisions of this Section 3.

4. **Dedication of Road and Utility Easements.** In connection with the development of the Property, the Owner(s) of the Easement Area shall dedicate: (a) a public road to the Town located in or near the Easement Area providing access to the Property comparable to that provided by the Access Easement and complete installation of all road improvements and satisfy all requirements of the Town relating to the dedication; and (b) public utility easements in or near the Easement Area providing utilities to the Property comparable to that provided by the Utility Easement. At such time as one or more plats or other appropriate documents have been recorded in the official records of Yavapai County, Arizona, that accomplish the dedications and all conditions described in (a) and (b) above are satisfied, the Easements shall terminate automatically without the need for any additional documentation of such termination.

5. **Covenants Running with Land; Successors.** The Easements and the covenants, restrictions and provisions of this Declaration shall: (a) run with the land; and (b) shall be binding on and inure to the benefit of the persons and entities specifically described in this Declaration and their respective successors and assigns, including, without limitation, all Owners for the period of their ownership.

6. **No Rights for Public.** This Declaration shall not be construed as creating any rights in the general public or as dedicating any portion of the Easement Area for public use.

7. **No Third Party Rights; No Partnership.** Nothing contained in this Declaration shall be deemed to grant or confirm to any other person or entity, except as specifically provided, the right to assert or exercise a separate or independent right to enforce this Declaration, or a separate or independent right to enjoy any of the benefits or privileges granted, it being understood that such rights are forever expressly held, retained and shall be exercised solely as provided in this Declaration. Nothing contained in this Declaration shall be deemed or construed to create the relationship of principal and agent, limited or general partnership, joint venture or any other associations between or among the Declarant and the persons or entities that benefit from or are entitled to benefit from or use the Easements under this Declaration.

8. **Governing Law.** This Declaration together with all attachments and exhibits shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Arizona (without reference to choice of law principles).

9. **Interpretation.** If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Declaration and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Declaration, which shall be deemed to prevail and control. All references to "Sections" shall be to the numbered sections of this Declaration unless specifically stated otherwise. In this Declaration (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

10. **Severability.** If any term or provision of this Declaration shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, but such term or provision shall be reduced or otherwise modified by such court or authority only to the minimum extent necessary to make it valid and enforceable, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law. If any term or provision cannot be reduced or modified to make it reasonable and permit its enforcement, it shall be severed from this Declaration and the remaining terms shall be interpreted in such a way as to give maximum validity and enforceability to this Declaration. If any provision of this Declaration is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

11. **Amendment.** Except as provided in Section 4 above: (a) this Declaration may only be amended or terminated by the agreement of all of Owners of the Property at the time of such amendment or termination; and (b) no amendment or termination of this Agreement shall be effective until a written instrument setting forth its terms has been executed by all of the required persons or entities, acknowledged and recorded in the records of Yavapai County, Arizona.

*[Remainder of Page Intentionally Blank]*

12. Miscellaneous. The waiver by any person or entity of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. The headings in this Declaration are for reference only and shall not limit or define the meaning of any provision of this Declaration. Owners shall execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Declaration. All exhibits attached hereto are by this reference incorporated herein.

**DECLARANT:**

SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company

By:   
Jacob Simonton, Manager

**BENEFITTED OWNERS:**

SIMONTON RANCH 1, LLC, an Arizona limited liability company

By: Simonton Companies, LLC, an Arizona limited liability company, Manager

By:   
G. Scott Simonton, Authorized Agent

SIMONTON RANCH 4, LLC, an Arizona limited liability company

By: Simonton Companies, LLC, an Arizona limited liability company, Manager

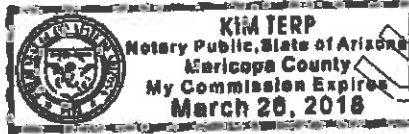
By:   
G. Scott Simonton, Authorized Agent

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by Jacob Simonton, Manager of SUMMERSET AT CAMP VERDE, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp  
Notary Public

My commission expires:  
\_\_\_\_\_



STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by G. Scott Simonton, Manager of Simonton Companies, LLC, an Arizona limited liability company, on behalf of the company, acting as the Authorized Agent of SIMONTON RANCH 1, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp  
Notary Public

My commission expires:  
\_\_\_\_\_

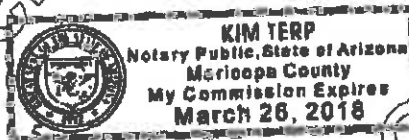


STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this 13 day of August, 2014, by G. Scott Simonton, Manager of Simonton Companies, LLC, an Arizona limited liability company, on behalf of the company, acting as the Authorized Agent of SIMONTON RANCH 4, LLC, an Arizona limited liability company, on behalf of the company.

Kim Terp  
Notary Public

My commission expires:  
\_\_\_\_\_



**EXHIBIT A**

**Legal Description of Somerset Property**

UnOfficial Copy

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UnOfficial Copy

UnOfficial Copy

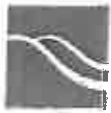
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**Hoskin-Ryan Consultants, Inc.**  
*creative engineering solutions*

**EXHIBIT A**

**Legal Description of Sunnyside Property**

April 4, 2008

**Legal Description  
Homestead Camp Verde  
Parcel 16**

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

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

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

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

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

Thence South 37 degrees 33 minutes 01 seconds East, a distance of 263.66 feet;

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

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

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

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

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

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

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

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

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

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

April 4, 2008  
Legal Description  
Homestead Camp Verde  
Parcel 18

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

Thence Northwesterly, along said curve, through a central angle of 11 degrees 22 minutes 24 seconds, a distance of 787.17 feet;

Thence South 77 degrees 48 minutes 38 seconds West, a distance of 263.53 feet to a point on a 550.00-foot radius non-tangent curve, whose center bears South 09 degrees 55 minutes 24 seconds East;

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

Thence North 78 degrees 04 minutes 16 seconds West, a distance of 100.22 feet to a point on a 500.00-foot radius non-tangent curve, whose center bears South 15 degrees 56 minutes 25 seconds East;

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

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

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

Thence North 68 degrees 05 minutes 08 seconds East, a distance of 1,359.41 feet to the beginning of a tangent curve of 630.00-foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 02 degrees 00 minutes 33 seconds, a distance of 22.08 feet to the **POINT OF BEGINNING**.

Said parcel contains 30.90 Acres, more or less.



EXPIRES 6-30-08

**EXHIBIT B**

**Legal Description of Simonton 1 Property**

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**Hoskin-Ryan Consultants, Inc.**  
creative solutions. inc.

**EXHIBIT B**

**Legal Description of Simonton 1 Property**

March 16, 2007

**Legal Description  
Homestead Camp Verde  
Parcel 1**

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

COMMENCING at the East Quarter Corner of said Section 25, monumented with an aluminum capped iron bar marked "LS 12216", from which the Center of said Section 25, monumented with a marked stone, bears North  $89^{\circ}50'00''$  West, a distance of 2,648.54 feet;

Thence North  $89^{\circ}50'00''$  West along the East-West mid-section line of said Section 25, a distance of 1,009.26 feet to the POINT OF BEGINNING;

Thence South  $36^{\circ}46'24''$  East, a distance of 325.63 feet;

Thence South  $37^{\circ}35'25''$  East, a distance of 104.97 feet;

Thence South  $37^{\circ}33'01''$  East, a distance of 263.69 feet;

Thence South  $37^{\circ}05'03''$  East, a distance of 6.27 feet to a point on a 630.00-foot radius non-tangent curve, whose center bears South  $19^{\circ}54'21''$  East;

Thence Southwesterly along said curve, through a central angle of  $02^{\circ}00'33''$ , a distance of 22.09 feet;

Thence South  $88^{\circ}05'06''$  West, a distance of 1,359.41 feet to the beginning of a tangent curve of 440.00-foot radius, concave Northwesterly;

Thence Southwesterly along said curve, through a central angle of  $03^{\circ}28'49''$ , a distance of 26.73 feet;

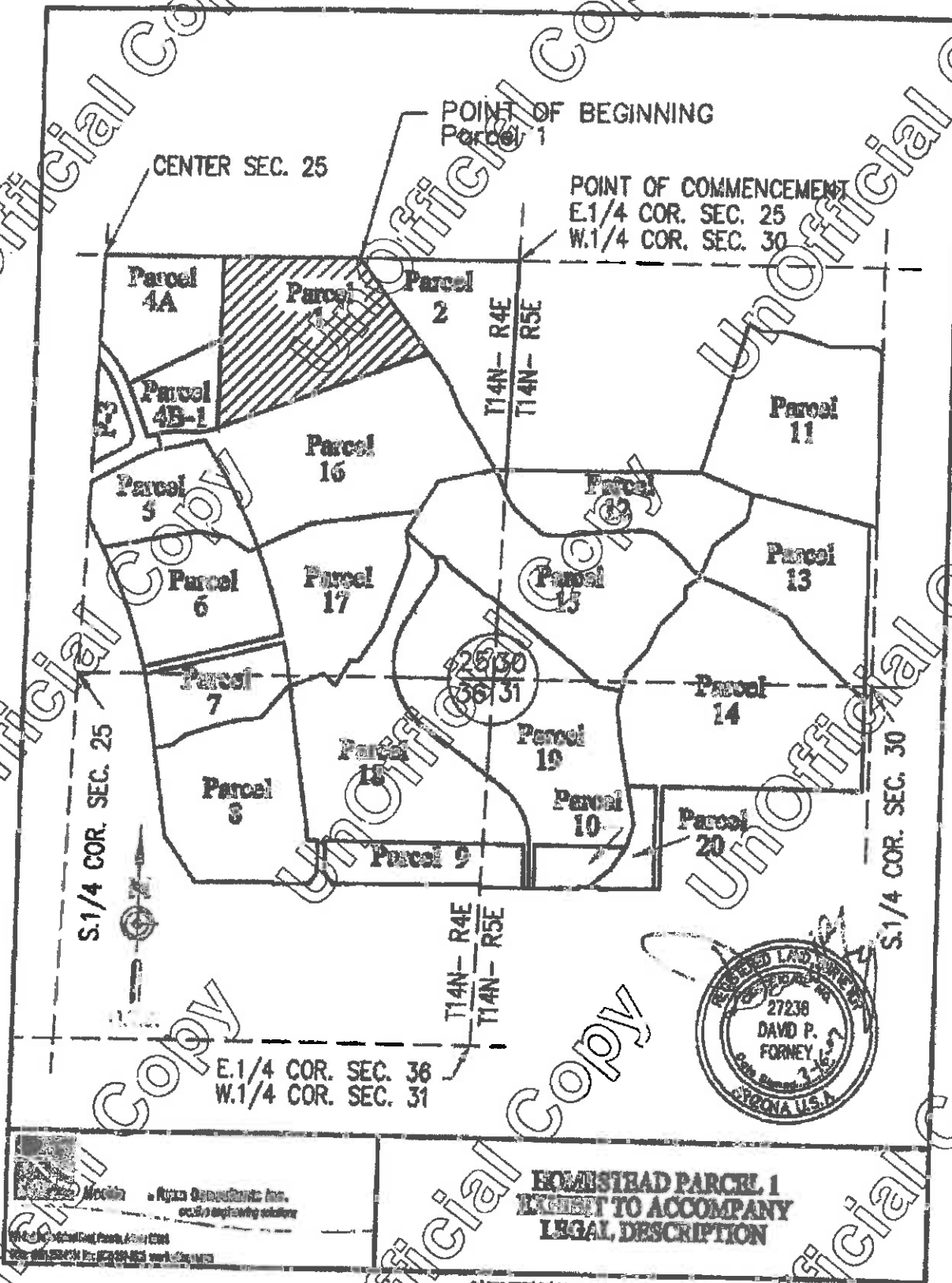
Thence North  $90^{\circ}10'00''$  East, a distance of 1,085.27 feet to a point on said East-West mid-section line;

Thence South  $89^{\circ}50'00''$  East, along said East-West mid-section line, a distance of 880.16 feet to the POINT OF BEGINNING.

Containing 21.9 acres, more or less.

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Land Planning | Hydrology | Land Development | Civil Infrastructure | Surveying | Construction Services | Graphic Services



POINT OF BEGINNING  
Parcel 1

POINT OF COMMENCEMENT  
E.1/4 COR. SEC. 25  
W.1/4 COR. SEC. 30

CENTER SEC. 25

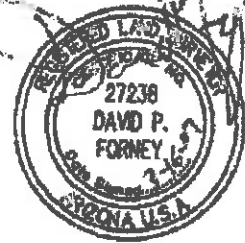
Parcel 4A  
Parcel 4B-1  
Parcel 5  
Parcel 6  
Parcel 7  
Parcel 8  
Parcel 9  
Parcel 10  
Parcel 11  
Parcel 12  
Parcel 13  
Parcel 14  
Parcel 15  
Parcel 16  
Parcel 17  
Parcel 18  
Parcel 19  
Parcel 20

T14N - R4E  
T14N - R5E

S.1/4 COR. SEC. 25

S.1/4 COR. SEC. 30

E.1/4 COR. SEC. 36  
W.1/4 COR. SEC. 31



E.1/4 COR. SEC. 36  
W.1/4 COR. SEC. 31

**MONSIEUR PARCEL 1**  
**EXHIBIT TO ACCOMPANY**  
**LEGAL DESCRIPTION**

**EXHIBIT C**

**Legal Description of Simonton 4 Property**

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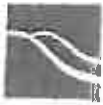
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**Hoskin-Ryan Consultants, Inc.**  
creativity • engineering • solutions

**EXHIBIT C**

**Legal Description of Simonton 4 Property**

January 18, 2007

**Legal Description  
Homestead Camp Verde  
Parcel 4b - 3**

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

Commencing at the Center of said Section 25, monumented with a marked stone, from which the East Quarter Corner of said Section 25, monumented with an Iron Bar with Aluminum Cap marked LS 12218, bears South 89 degrees 50 minutes 00 seconds East, a distance of 2,848.64 feet;

Thence South 89 degrees 50 minutes 00 seconds East, along the East-West Midsection Line of said Section 25, a distance of 759.13 feet;

Thence South 00 degrees 10 minutes 00 seconds West, departing said Midsection Line, a distance of 526.56 feet to the POINT OF BEGINNING;

Thence continuing South 00 degrees 10 minutes 00 seconds West, a distance of 558.71 feet to a point on a 440.00-foot radius non-tangent curve whose center bears North 18 degrees 26 minutes 04 seconds West;

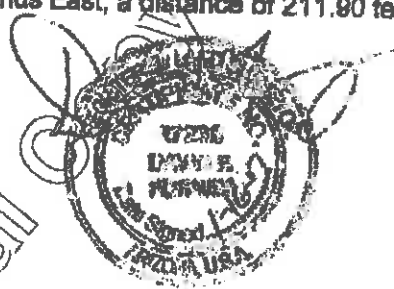
Thence Southwesterly along said curve through a central angle of 16 degrees 03 minutes 53 seconds, a distance of 123.37 feet;

Thence South 87 degrees 37 minutes 49 seconds West, a distance of 38.19 feet;

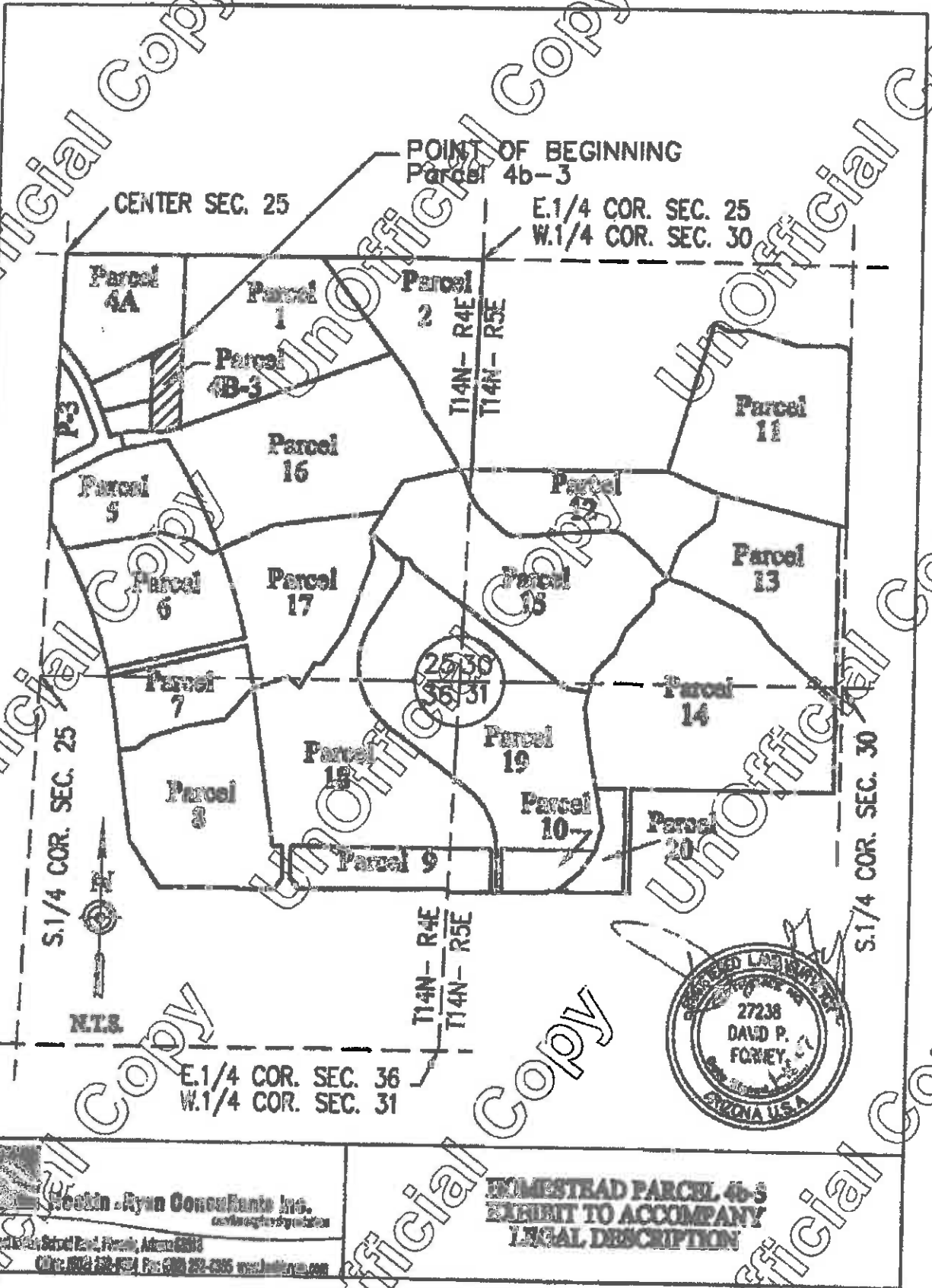
Thence North 00 degrees 10 minutes 00 seconds East, a distance of 490.50 feet;

Thence North 63 degrees 53 minutes 07 seconds East, a distance of 211.90 feet to the POINT OF BEGINNING.

Containing 2.31 acres, more or less.



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**Heath Ryan Consultants Inc.**  
Surveyors & Engineers  
101 East Green Street, Phoenix, Arizona 85004  
Office: 602.252.4524 Fax: 602.252.4525 www.heathryan.com

**HOMESTEAD PARCEL 4b-3**  
**EXHIBIT TO ACCOMPANY**  
**LEGAL DESCRIPTION**



**Hoshko Ryan Consultants, Inc.**  
creative engineering solutions

**EXHIBIT D**

**Legal Description of Easement Area**

February 5, 2007

**Legal Description  
Homestead Camp Verde  
Parcel 16 – Access Easement**

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

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

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

Thence South 36°46'24" East, a distance of 325.83 feet;  
Thence South 37°35'25" East, a distance of 104.97 feet;  
Thence South 37°33'01" East, a distance of 263.89 feet;

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

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

Thence Southwesterly along said curve, through a central angle of 03°53'01", a distance of 38.83 feet;

Thence South 68°05'06" West, a distance of 1,359.41 feet to the beginning of a tangent curve of 500.00-foot radius concave Northwesterly;

Thence Southwesterly along said curve through a central angle of 09°41'32", a distance of 84.58 feet;

Thence South 77°48'38" West, a distance of 312.15 feet to a point on a 550.00-foot radius non-tangent curve whose center bears South 09°55'24" East;

Thence Southwesterly along said curve, through a central angle of 02°55'27", a distance of 28.07 feet;

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February 5, 2007  
Legal Description  
Homestead Camp Verde  
Parcel 16 - Access Easement

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

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

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

Thence Northeasterly along said curve through a central angle of  $19^{\circ}32'43''$ , a distance of 150.19 feet;

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

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

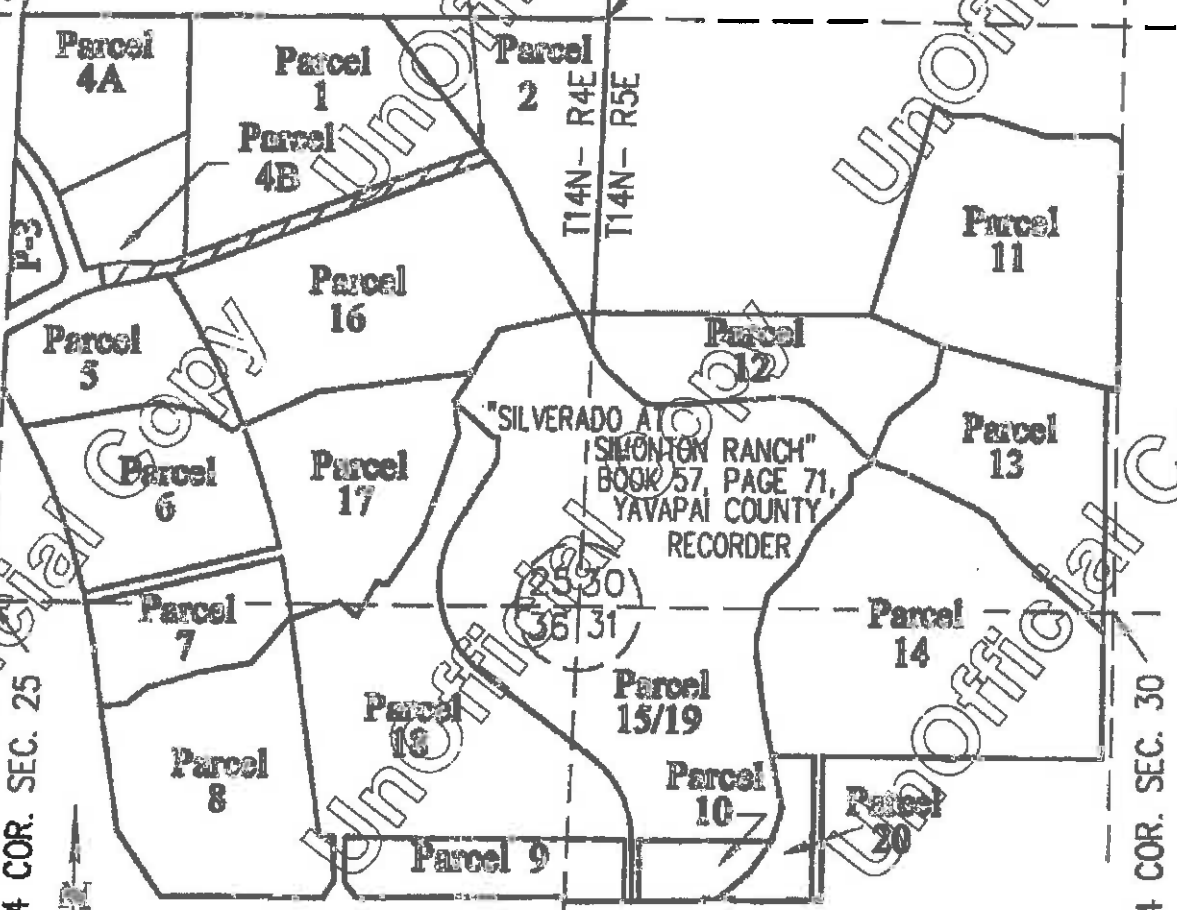
Containing 2.68 acres, more or less



CENTER SEC. 25

POINT OF BEGINNING

POINT OF COMMENCEMENT  
E.1/4 COR. SEC. 25  
W.1/4 COR. SEC. 30



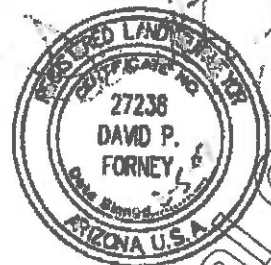
S.1/4 COR. SEC. 25

S.1/4 COR. SEC. 30

N.T.S.

E.1/4 COR. SEC. 36  
W.1/4 COR. SEC. 31

T14N - R4E  
T14N - R5E



Hoodin-Ryan Consultants Inc.  
civil engineering geologists

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

**HOMESTEAD PARCEL 16 - ACCESS EASEMENT  
EXHIBIT TO ACCOMPANY  
LEGAL DESCRIPTION**



	<u>Acres</u>	<u>Sq Ft</u>	<u>Value per SF</u>	<u>Less Payment</u>	<u>Cost or Value</u>
Verde Valley Archeological Society Site - Phase I Simonton Ranch 1, LLC (G. Scott Simonton) to donate 9.28 acres of Simonton Ranch Parcel 1-A to Verde Valley Archeological Society.	9.28	404,237	\$3.00	\$0	\$1,212,710
Verde Valley Archeological Society Site - Phase II Simonton Ranch 1, LLC (G. Scott Simonton) to do partial sale and partial donation of 6 acres of Simonton Ranch Parcel 1-B to Verde Valley Archeological Society. Society to pay \$250,000 and Simonton to donate remainder.	6.00	261,360	\$3.00	\$250,000	\$534,080
Homestead Parkway Right-of-Way Summerset at Simonton Ranch (Jacob Simonton) to donate 2.68 acres of Simonton Ranch Parcel 16 as right-of-way to Town of Camp Verde.	2.68	116,741	\$3.00	\$0	\$350,222
Sewer Line Extension Verde River Properties, LLC (G. Scott Simonton) pay for and install 8" sewer line from Wood's Ditch to Davidson Drive along Homestead Parkway to serve Archeological Society site, Simonton Industrial Park, and Tech Park at Simonton Ranch.					\$159,925
Water Line Extension Verde River Properties, LLC (G. Scott Simonton) pay for and install 6" water line from Highway 260 to Davidson Drive along Homestead Parkway to Simonton Industrial Park and to be further extended by others to serve Archeological Society site, and Tech Park at Simonton Ranch.					\$67,842
Archeological Investigation Phase I Homestead at Camp Verde, LLC pay for Phase I archeological investigation to clear property for development.					\$250,000
Archeological Investigation Phase II Verde River Properties, LLC (G. Scott Simonton) pay for Phase II archeological investigation to clear property for development, carbon date findings, perform reburials, and preserve findings and artifacts for display to public.					\$77,072
Tech Park at Simonton Ranch Zoning & Engineering Simonton Ranch 1, LLC (G. Scott Simonton) pay for complete zoning and engineering for Tech Park at Simonton Ranch.					\$28,990
Tech Park at Simonton Ranch Development Simonton Ranch 1, LLC (G. Scott Simonton) pay for development and improvements for Tech Park at Simonton Ranch.					\$350,000
<b>TOTAL INVESTMENT BY G. SCOTT SIMONTON AND AFFILIATES</b>					<b><u>\$3,030,842</u></b>



**Agenda Item Submission Form – Section I**

**Meeting Date:** June 10, 2015 Work Session

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

**Requesting Department:** Councilor Carol German

**Staff Resource/Contact Person:** Councilor Carol German

**Agenda Title (be exact):** Presentation followed by discussion regarding a brief update from the Verde Valley Board Advisory Committee (VVBAC) for the Yavapai College District Governing Board and feedback from Town Council on improving the variety and quantity of education from the Verde Valley Yavapai College.

**Estimated Presentation Time:** 15

**Estimated Discussion Time:** 2 hours

**Reviews Completed by:**

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

**Background Information:**

**Recommended Action (Motion):** No Action is necessary

**Instructions to the Clerk:** None

Hi Carol,  
That would be great.  
Paul

—Original Message—

From: Carol German <dcgerman@q.com>  
To: Paul E. Chevalier <westwinds3@aol.com>  
Sent: Fri, May 15, 2015 9:59 pm  
Subject: Re: Verde Valley Advisory Committee information

Hi Paul,  
We have a work session on June 10 that starts at 5:30. Would that be a good date for you if I can schedule it on that date?  
Carol

---

**From:** "Paul E. Chevalier" <westwinds3@aol.com>  
**To:** dcgerman@q.com  
**Cc:** "Albert Filardo" <Albert.Filardo@asu.edu>  
**Sent:** Friday, May 15, 2015 6:24:14 PM  
**Subject:** Re: Verde Valley Advisory Committee information

Hi Carol,  
Our committee members did this presentation before the Cottonwood and Sedona City Councils in work sessions. Our presentation takes 15 minutes and then we have a relaxed discussion to seek your the council members ideas on what our committee should be advocating to the College Governing Board for the Verde Valley. The total time this took in each of the two City Council meetings we just finished was 2 hours. Can you set up a work session with the Camp Verde Council for 2 hours?  
The two days suggested for the presentation are the same as our committee meeting days and another date would be better but as long as it is after noon we could probably do it on those days. I would be coming with one or two other committee members to do the presentation as we function as a team. I think Al would also come and join in.  
Thanks,  
Paul

**From:** "Albert Filardo" <Albert.Filardo@asu.edu>  
**To:** "Carol German" <dcgerman@q.com>  
**Cc:** westwinds3@aol.com  
**Sent:** Wednesday, May 13, 2015 1:17:51 PM  
**Subject:** RE: Verde Valley Advisory Committee information

Hello Carol,

I hope all is well with you. The Verde Valley Board Advisory Committee (VBAC) is in the process of reporting to their respective city/township. Since Amber Lee has resigned, the Chairman Paul Chevalier will be presenting to your council.

I am copying Paul in this email hoping that you can help him/us to get on your council agenda.

Thanks in advance for your assistance.

Best regards,

Albert M. Filardo

*Associate Dean, Chief of Staff, Professor of Practice (Retired)*

*Ira A. Fulton Schools of Engineering*

*Arizona State University*

*Principal, Filardo Group*

928.554.5467

Albert.Filardo@ASU.edu