



September 2, 2021

David McKay, Manager
Assured and Adequate Water Supply
Arizona Department of Water Resources
1110 W. Washington Street Suite 310
Phoenix, Arizona 85007

Re: Final Plat Approval for Yavapai Hills Unit 9, Phase 5A, 72 lots
Request for Increase in Allowable Groundwater Allocation

Dear Mr. McKay,

The City of Prescott requests the Arizona Department of Water Resources increase the City's allowable groundwater allocation based upon the recording of the final plat for Yavapai Hills Unit 9 (YH9), Phase 5A, dated September 9, 2016.

A brief review of the files pertaining the YH9 follows:

- May 9, 1974. City of Prescott agreed to serve water to Yavapai Hills, with Yavapai Hills to assume all construction and installation costs. A water allocation figure is not included. (Attachment 1)
- April 24, 1998. Yavapai Hills Unit 9 Preliminary Plat, is surveyed and includes 1,814 dwelling units, of which 578 are single family and 1,236 are multi-family units, on 523 acres. (Attachment 2)
- August 19, 1998. City Council Resolution No. 3081 approves a Development Agreement, City Contract Number 98-111 (Recorded in Yavapai County Book 3594, Page 982), limiting the number of residential lots to 1,632. (Attachment 3)
- That portion of the Preliminary Plat dated April 24, 1998, which became Unit 9 Phase 5A, has 95 lots. (Attachment 2)
- The Final Plat of Unit 9 Phase 5A has 72 lots. (Attachment 4)

As specified in Condition 8 of Decision and Order of the Director, No. 86-401501.0001, the City submits the following information for the Department's review with regard to the above referenced subdivision:

Submittals Required as per Condition 8 of Decision and Order No. 86-401501.0001	Attachments
1. A request to increase the groundwater allocation.	This letter serves as the request.
2. Reference to the subdivision in Exhibit B of the D&O for this request.	Attachment 5
3. A copy of the Preliminary Plat approved by Council on August 19, 1998 for 1814 lots. Phase 5A of the Preliminary Plat had ~ 95 lots.	Attachment 2
4. A copy of the Community Development report to City Council on February 11, 2014, for Phase 5, indicating the Final Plat is in substantial conformance with the Preliminary Plat, in keeping with Resolution No. 3213.	Attachment 6 Attachment 7
5. A copy of the Community Development report to City Council on May 9, 2017, in which the developer requests Phase 5 be constructed in two phases, 5A and 5B, due to financial constraints.	Attachment 8
6. The Final Plat of Phase 5A, dated December 9, 2016, has 72 lots	Attachment 4
7. a) A calculation of projected groundwater use for the Final Plat b) Include landscaping plans for Open Space c) CC&Rs related to water use, and d) Any commercial properties included within the Subdivision.	a) Attachment 9 b) native desert c) Attachment 10 d) N/A

In regard to Item 7b, Yavapai Hills landscaping: Other than the clubhouse, which has some turf and is not part of Phase 5A, open space areas are untouched and remain native desert. They become the property of the HOA.

Regarding Item 7c, CC&Rs related to water use: Yavapai Hills CC&Rs, dated April 16, 1974, and amended on February 4, 1975, stipulate that all new phases will be subject to the same CC&Rs. Water use is not addressed in the CC&Rs. They are included as Attachment 10 for completeness. Item 7d, YH9 does not include any commercial properties.

Groundwater allowance is calculated by multiplying:

$$2.15 \text{ PPDU by } 150 \text{ GPDC} \times 365 \text{ days/year} = 117,712.5 \text{ gallons per DU} \\ \times 71 \text{ lots} = 8,357,587.5 \text{ gallons/DU divided by } 325851 = 25.65 \text{ acre-feet/year}$$

If you need additional information, please do not hesitate to call: 928 777 1645, or email: kay.sydow@prescott-az.gov.

Sincerely,



Kay Sydow
Water Resource Project Manager

I do hereby certify that the within instrument was filed and recorded at the request of

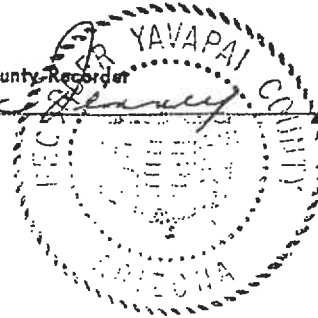
on May 9 A.D., 1974 at 2:35 o'clock P.M. Book 910 Official RecordsPage 214-223 incl Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

INDEXED

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PATSY C. JENNEY, County Recorder

By Patsy C. Jenney Deputy

Attachment 1

WATER SERVICE CONTRACT

PARTIES:

CITY OF PRESCOTT, a municipal
corporation of the State of Arizona,
hereinafter termed "City"YAVAPAI HILLS, INC., a corporation,
hereinafter termed "Yavapai"

DATE:

May 8, 1974

WATER SERVICE CONTRACT

PARTIES: CITY OF PRESCOTT, a municipal corporation of the State of Arizona, hereinafter termed "City"

YAVAPAI HILLS, INC., a corporation, hereinafter termed "Yavapai"

DATE: May 8, 1974

RECITALS

Yavapai is the owner of real property hereinafter termed "the property," as more particularly described on Exhibit "A" attached hereto and by reference made a part hereof. The property is located within the territory embraced by annexation Ordinance No. 1059. City owns a water system and Yavapai desires to obtain water service for the property from the City water system. City is willing to provide water service for the property upon the terms, conditions, and provisions hereinafter contained.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Yavapai shall construct and install a water supply line substantially in accordance with the plans on file in the Department of Public Works of City dated May, 1974, Job No. 4305, consisting of sheets 1 - 14, inclusive, prepared by Ellis, Murphy, Holgate and Johnson, Consulting Engineers, and entitled "Yavapai Hills Prescott Water Supply Line." The water supply line Yavapai is hereby obligated to construct and install shall include a minimum eight inch water line beginning at a point approximately 160 feet South of Highway Station 4971+02, as reflected on the plans, and

terminating approximately at a point on the property where the new tank site is reflected on the plans. The water supply line shall include a storage tank with a minimum 250,000 gallon capacity, a booster station, and such other items of related equipment as may be necessary to transport water from City's existing water system to the property.

2. Notwithstanding anything herein contained to the contrary, the water supply line shall be constructed and installed in such manner that it either meets or exceeds City's specifications. Construction and installation of the water supply line shall not commence until such time as complete plans and specifications for the water supply line have been approved by City.

3. The cost of construction and installation of the water supply line shall be borne wholly by Yavapai at a total estimated cost of \$225,000.

4. Yavapai shall have no right to reimbursement from City for any portion of the cost of construction and installation of the water supply line.

5. Yavapai, at its sole cost and expense, shall obtain in the name of City such right of way permits and easements as are necessary to construct, install and maintain the water supply line over, under and across:

(i) Land of the Yavapai-Indian Tribe administered by the United States Department of Interior, Bureau of Indian Affairs,

(ii) Arizona State Highway 69,

(iii) Land owned and administered by the State Land Department of the State of Arizona, and

(iv) Land owned by Bullwhacker Ranch, Inc., an Arizona corporation.

6. Yavapai shall, prior to commencing construction and installation of the water supply line, make, execute and deliver to City an agreement whereby Yavapai shall hold City harmless from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from or arising out of the construction and installation by Yavapai of the water supply line and occasioned by the activities of Yavapai with respect thereto.

7. Yavapai shall pay for the cost of repairing all streets, sidewalks, curbing and other public improvements directly or indirectly damaged as a result of the construction and installation of the water supply line.

8. Yavapai shall commence construction and installation of the water supply line at such time as City has approved complete plans and specifications unless an extension of time is approved by City. Upon commencement Yavapai shall diligently pursue construction and installation of the water supply line. City shall not unreasonably withhold approval of the plans and specifications for the water supply line.

9. Construction and installation of the water supply line shall be subject to inspection by City to insure satisfactory completion in accordance with the plans and specifications approved by City.

10. Upon satisfactory completion of the water supply line, final inspection and acceptance by City, City shall notify Yavapai in writing of such acceptance and City shall then become the owner of the water supply line free and clear of any and all encumbrances, claims or liens whatsoever. Yavapai shall make, execute and deliver to City a bill of sale evidencing such transfer and shall also make, execute and deliver to City such rights of way and easements over the property as may be necessary to maintain the water supply line.

11. Upon acceptance, City shall thereafter maintain the water supply line subject, however, to the provisions of Section 12 of this contract.

12. Yavapai warrants the workmanship and material of the water supply line for a period of one year from the date of final inspection and acceptance by City. Yavapai shall reimburse City for any loss which City may sustain during the warranty period as a result of any defects in workmanship or material.

13. City shall have the right to make extensions of the water supply line for the purpose of supplying water to lands in addition to the property, and Yavapai shall have no interest in such future extensions; provided, however, such extensions shall not adversely affect the adequacy of water service to the property.

14. In good faith City shall provide water service to consumers within the area of the property at adequate pressure and shall charge its standard rates therefor.

15. If it is determined that Ordinance No. 1059 is not effective for any reason, this contract shall, nevertheless, remain in full force and effect. In the event Ordinance No. 1059 is referred to and not approved by the electors of City, Yavapai shall petition for annexation of the property to City.

16. This contract shall be recorded in the office of the Recorder of Yavapai County, Arizona.

17. This contract and the provisions for water service hereunder are subject to all laws, ordinances, rules, regulations and policies which are now in effect or which may hereafter be adopted by City.

18. This contract, its covenants and conditions, shall extend to

and be binding upon Yavapai and City, their grantees, successors and assigns.

CITY OF PRESCOTT, a municipal
corporation of the State of Arizona

By Victor H. Lytle
Victor H. Lytle, Mayor

ATTEST:

Frank W. Caso
Frank W. Caso, City Clerk

APPROVED:

George W. England
George W. England, City Attorney

YAVAPAI HILLS, INC., a corporation

By Benson Ackerman
Benson Ackerman, Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

Before me, the undersigned Notary Public, personally appeared
VICTOR H. LYTLE and FRANK W. CASO, Mayor and Clerk, respectively, of the
City of Prescott, a municipal corporation of the State of Arizona, known to me
to be the persons whose names are subscribed to the foregoing contract,
and they acknowledged to me that they, as such officers and being authorized
so to do, executed such instrument on behalf of the City of Prescott for the
purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 8 day of May, 1974.

Alan J. Evans

Notary Public



My Commission expires:

12/3/77

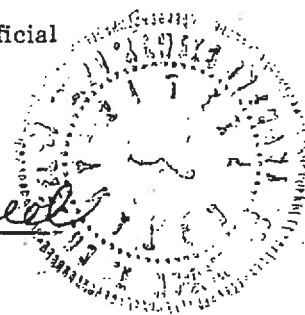
STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

Before me, the undersigned Notary Public, personally appeared
BENSON ACKERMAN, who acknowledged himself to be a Vice President of
YAVAPAI HILLS, INC., a corporation, and as such officer, being duly authorized
so to do, executed the within contract on behalf of the corporation, for the
purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 8th day of May, 1974.

Miriam R. Hrabec

Notary Public



My Commission expires:

May 21, 1976

PARCEL 1:

- A. The Southeast Quarter and the South Half of the Northeast Quarter of Section 19, Lots 1, 2, 3 and 4, the East Half of the Northeast Quarter the West Half of the Northwest Quarter, the Southwest Quarter and the Southeast Quarter of Section 29; the Southeast Quarter, the North Half of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, formerly shown as Lot 7 on the Original General Land Office, Plat, Section 30; the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPT all coal and other minerals as reserved in the United States Patent to said land (Affects Section 29, Southeast Quarter, Section 30

EXCEPT all minerals, ores and metals of every kind and character as reserved to the State of Arizona in Patent to said land (Affects the Northwest Quarter of the Northwest Quarter, Section 32).

- B. The Northeast Quarter of Section 31, Township 14 North, Range 1 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPTING THEREFROM all that portion of the Northeast Quarter of Section 31 lying within the OBLONG Lode Mining Claim, designated by the Surveyor General as Mineral Survey No. 2729, in the Walker Mining District, patent whereof is of record in Book 102 of Deeds, page 40.

EXCEPT all coal and other minerals as reserved to the United States of America in Patent to said land.

- C. The Southwest Quarter of the Northeast Quarter of Section 32, Township 14 North, Range 1 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPTING THEREFROM the following described parcel:

For the tie description beginning at the corner to Section 28-29-32-33 Township 14 North, Range 1 West; thence the North Quarter corner of Section 32 bears South 88°39' West, and the Southeast corner of this tract being a point on the East and West center line of Section 32, situated on the Prescott to Dewey Highway bears South 31°22' West, 3132.4 feet. From this corner a pipe 18 inches long driven into the ground bears North 0°10' East, 40.7 feet; thence North 0°10' East 756.7 feet to its intersections with the Southeast right of way boundary of the new Prescott to Phoenix Highway, an iron pin 18 inches long driven into the ground; thence Southwesterly along meandering curvature of the Southeast right of way boundary to its intersection with the east and west center line of Section 32, an iron pipe 18 inches long driven into the ground, whence the center line of a concrete cattle guard on said boundary bears Southwesterly 124.0 feet; thence North 89°24' East, 736.2 feet along East and West center line of Section 32 to the PLACE OF BEGINNING.

EXCEPT all minerals and ores of every kind and character as reserved to the State of Arizona in Patent to said land.

EXCEPTING FROM PARCEL 1 THE FOLLOWING DESCRIBED SUBDIVISION:

Diamond Valley No. 6, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 1.

Diamond Valley No. 7, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 16.

Diamond Valley No. 8, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 65.

Diamond Valley No. 9, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 92.

DIAMOND VALLEY SHOPPING CENTER, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 43.

PARCEL II:

Lot 1, DIAMOND VALLEY SHOPPING CENTER, according to the plat of record in the office of the Yavapai County Recorder, Book 11 of Maps, Page 43.

Lot 337, DIAMOND VALLEY NUMBER TWO, according to the plat of record in the office of the Yavapai County Recorder, Book 10 of Maps, Page 13.

PARCEL III:

All of Section 20, Township 14 North, Range 1 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; under Grazing Lease No. 1188-01 from the State of Arizona State Land Department.

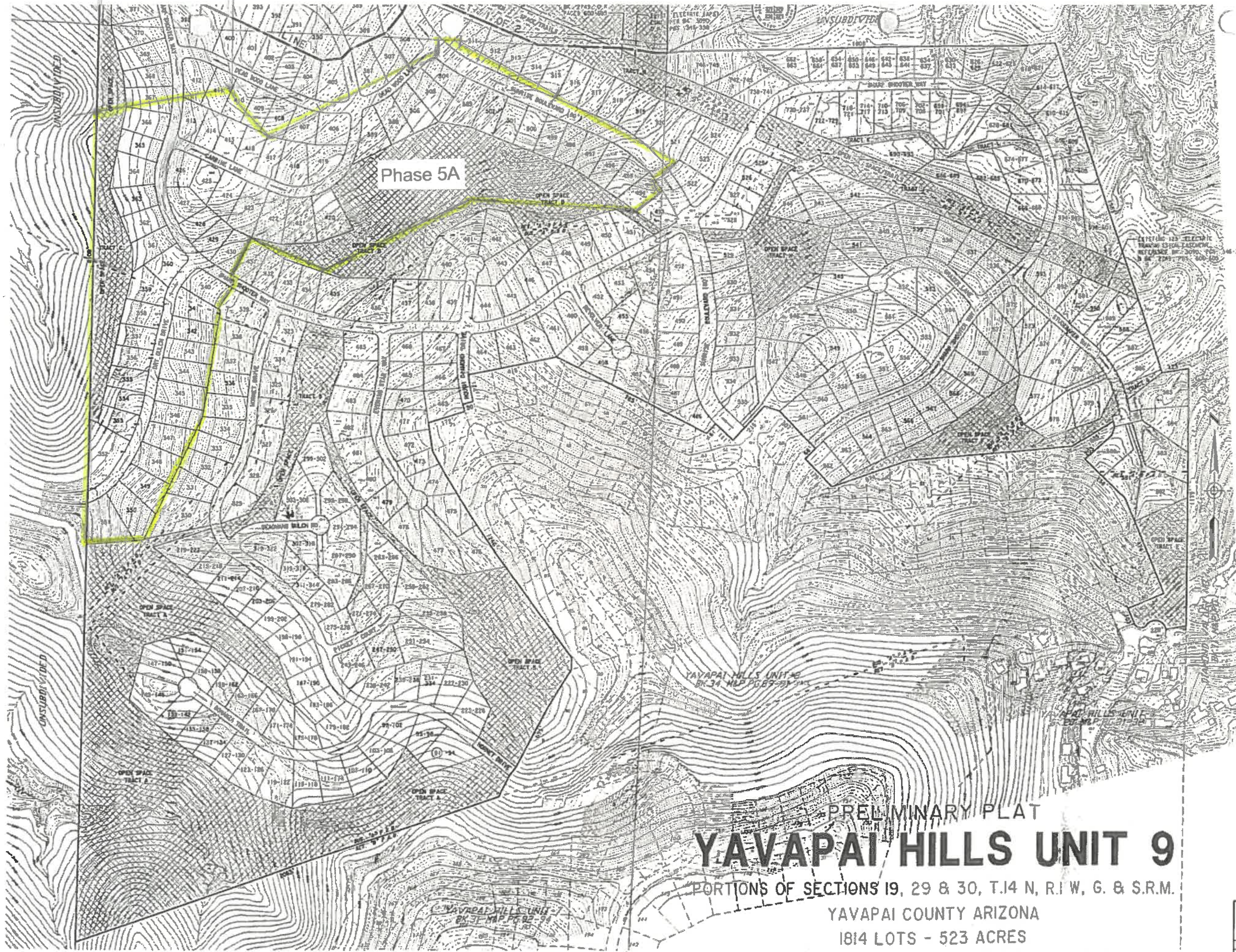
PARCEL IV:

The East Half of Section 21, Township 14 North, Range One West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXCEPTING therefrom so much thereof conveyed to Guarantee Title and Trust Company, as Trustee, by Deed recorded in Book 167 of Official Records, Page 233, described as follows:

BEGINNING at the Section Corner common to Sections 16-17-20 and 21, township 14 North, Range (: West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; thence North $89^{\circ}56'$ East for 2642.97 feet to an iron pin and TRUE POINT OF BEGINNING of this description; thence South $0^{\circ}21'$ West for 2635.87 feet to an iron pin and Southwest corner of this parcel; thence East for 2036.99 feet to an iron pin; thence South $0^{\circ}10'10''$ East for 148.26 feet to an iron pin on the Northerly Right of Way line of U. S. Highway 69; thence Easterly along the Right of Way line of U. S. Highway 69 for 746.12 feet; this line is along a curve on the right of way line and the curve data is Delta equals $43^{\circ}15'$, R equals 2964.79, D equals 1.9325° , angle equals 2,238.03', to the S.C. STA. 4672 plus 05.00; thence Easterly along a curve on the Right of Way line for 6.94 feet to an iron pin and Southeast corner of this parcel; thence North $0^{\circ}10'10''$ West for 2,477.72 feet to an iron pin and Northeast corner of this parcel; thence South $89^{\circ}56'$ West for 2,698.10 feet to the POINT OF BEGINNING.

The West Half of Section 21, Township 14 North, Range One West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.



PHASE	LOTS INCLUDED
1	1-10
2	11-20
3	21-30
4	31-40
5	41-50
6	51-60
7	61-70
8	71-80
9	81-90
10	91-100
11	101-110
12	111-120
13	121-130
14	131-140
15	141-150
16	151-160
17	161-170
18	171-180
19	181-190
20	191-200
21	201-210
22	211-220
23	221-230
24	231-240
25	241-250
26	251-260
27	261-270
28	271-280
29	281-290
30	291-300
31	301-310
32	311-320
33	321-330
34	331-340
35	341-350
36	351-360
37	361-370
38	371-380
39	381-390
40	391-400
41	401-410
42	411-420
43	421-430
44	431-440
45	441-450
46	451-460
47	461-470
48	471-480
49	481-490
50	491-500
51	501-510
52	511-520
53	521-530
54	531-540
55	541-550
56	551-560
57	561-570
58	571-580
59	581-590
60	591-600
61	601-610
62	611-620
63	621-630
64	631-640
65	641-650
66	651-660
67	661-670
68	671-680
69	681-690
70	691-700
71	701-710
72	711-720
73	721-730
74	731-740
75	741-750
76	751-760
77	761-770
78	771-780
79	781-790
80	791-800
81	801-810
82	811-820
83	821-830
84	831-840
85	841-850
86	851-860
87	861-870
88	871-880
89	881-890
90	891-900
91	901-910
92	911-920
93	921-930
94	931-940
95	941-950
96	951-960
97	961-970
98	971-980
99	981-990
100	991-1000



PRELIMINARY PLAT
YAVAPAI HILLS UNIT 9
PORTIONS OF SECTIONS 19, 29 & 30, T.14 N, R.1 W, G. & S.R.M.
YAVAPAI COUNTY ARIZONA
1814 LOTS - 523 ACRES

REV. 10 MAY 1990 - STREET NAMES/LOT NOS/PHASES

DAYA
PLANNING
(Engineers & Surveyors)
& ASSOCIATES, INC.

CLIENT: YAVAPAI HILLS DATE: 24 APR 1990
JOB: SUBMITTAL DRAWN BY: BAC
PRELIMINARY PLAT - UNIT 9 2 OF 2

YAVAPAI HILLS UNIT 9

PORTIONS OF SECTIONS 19, 29 & 30, T14 N, R1 W, G & S.R.M.

YAVAPAI COUNTY ARIZONA
1814 LOTS - 523 ACRES

ZONING, AREAS & LOTS PERMITTED

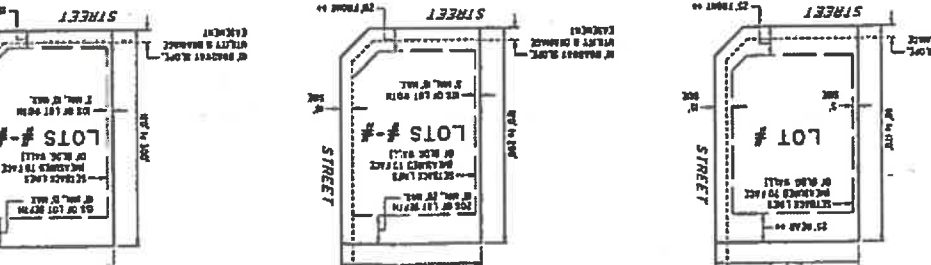
EXIST. DISTRICT	ZONING AREAS	DWELLING UNITS PER LOT
R-1	1.5 A.C.	1
R-2	1.5 A.C.	2
R-3	1.5 A.C.	3
R-4	1.5 A.C.	4
R-5	1.5 A.C.	5
R-6	1.5 A.C.	6
R-7	1.5 A.C.	7
R-8	1.5 A.C.	8
R-9	1.5 A.C.	9
R-10	1.5 A.C.	10
R-11	1.5 A.C.	11
R-12	1.5 A.C.	12
R-13	1.5 A.C.	13
R-14	1.5 A.C.	14
R-15	1.5 A.C.	15
R-16	1.5 A.C.	16
R-17	1.5 A.C.	17
R-18	1.5 A.C.	18
R-19	1.5 A.C.	19
R-20	1.5 A.C.	20
R-21	1.5 A.C.	21
R-22	1.5 A.C.	22
R-23	1.5 A.C.	23
R-24	1.5 A.C.	24
R-25	1.5 A.C.	25
R-26	1.5 A.C.	26
R-27	1.5 A.C.	27
R-28	1.5 A.C.	28
R-29	1.5 A.C.	29
R-30	1.5 A.C.	30
R-31	1.5 A.C.	31
R-32	1.5 A.C.	32
R-33	1.5 A.C.	33
R-34	1.5 A.C.	34
R-35	1.5 A.C.	35
R-36	1.5 A.C.	36
R-37	1.5 A.C.	37
R-38	1.5 A.C.	38
R-39	1.5 A.C.	39
R-40	1.5 A.C.	40
R-41	1.5 A.C.	41
R-42	1.5 A.C.	42
R-43	1.5 A.C.	43
R-44	1.5 A.C.	44
R-45	1.5 A.C.	45
R-46	1.5 A.C.	46
R-47	1.5 A.C.	47
R-48	1.5 A.C.	48
R-49	1.5 A.C.	49
R-50	1.5 A.C.	50
R-51	1.5 A.C.	51
R-52	1.5 A.C.	52
R-53	1.5 A.C.	53
R-54	1.5 A.C.	54
R-55	1.5 A.C.	55
R-56	1.5 A.C.	56
R-57	1.5 A.C.	57
R-58	1.5 A.C.	58
R-59	1.5 A.C.	59
R-60	1.5 A.C.	60
R-61	1.5 A.C.	61
R-62	1.5 A.C.	62
R-63	1.5 A.C.	63
R-64	1.5 A.C.	64
R-65	1.5 A.C.	65
R-66	1.5 A.C.	66
R-67	1.5 A.C.	67
R-68	1.5 A.C.	68
R-69	1.5 A.C.	69
R-70	1.5 A.C.	70
R-71	1.5 A.C.	71
R-72	1.5 A.C.	72
R-73	1.5 A.C.	73
R-74	1.5 A.C.	74
R-75	1.5 A.C.	75
R-76	1.5 A.C.	76
R-77	1.5 A.C.	77
R-78	1.5 A.C.	78
R-79	1.5 A.C.	79
R-80	1.5 A.C.	80
R-81	1.5 A.C.	81
R-82	1.5 A.C.	82
R-83	1.5 A.C.	83
R-84	1.5 A.C.	84
R-85	1.5 A.C.	85
R-86	1.5 A.C.	86
R-87	1.5 A.C.	87
R-88	1.5 A.C.	88
R-89	1.5 A.C.	89
R-90	1.5 A.C.	90
R-91	1.5 A.C.	91
R-92	1.5 A.C.	92
R-93	1.5 A.C.	93
R-94	1.5 A.C.	94
R-95	1.5 A.C.	95
R-96	1.5 A.C.	96
R-97	1.5 A.C.	97
R-98	1.5 A.C.	98
R-99	1.5 A.C.	99
R-100	1.5 A.C.	100

EXIST. DISTRICT	ZONING AREAS	DWELLING UNITS PER LOT
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R-6	1.5 A.C.	6
R-7	1.5 A.C.	7
R-8	1.5 A.C.	8
R-9	1.5 A.C.	9
R-10	1.5 A.C.	10
R-11	1.5 A.C.	11
R-12	1.5 A.C.	12
R-13	1.5 A.C.	13
R-14	1.5 A.C.	14
R-15	1.5 A.C.	15
R-16	1.5 A.C.	16
R-17	1.5 A.C.	17
R-18	1.5 A.C.	18
R-19	1.5 A.C.	19
R-20	1.5 A.C.	20
R-21	1.5 A.C.	21
R-22	1.5 A.C.	22
R-23	1.5 A.C.	23
R-24	1.5 A.C.	24
R-25	1.5 A.C.	25
R-26	1.5 A.C.	26
R-27	1.5 A.C.	27
R-28	1.5 A.C.	28
R-29	1.5 A.C.	29
R-30	1.5 A.C.	30
R-31	1.5 A.C.	31
R-32	1.5 A.C.	32
R-33	1.5 A.C.	33
R-34	1.5 A.C.	34
R-35	1.5 A.C.	35
R-36	1.5 A.C.	36
R-37	1.5 A.C.	37
R-38	1.5 A.C.	38
R-39	1.5 A.C.	39
R-40	1.5 A.C.	40
R-41	1.5 A.C.	41
R-42	1.5 A.C.	42
R-43	1.5 A.C.	43
R-44	1.5 A.C.	44
R-45	1.5 A.C.	45
R-46	1.5 A.C.	46
R-47	1.5 A.C.	47
R-48	1.5 A.C.	48
R-49	1.5 A.C.	49
R-50	1.5 A.C.	50
R-51	1.5 A.C.	51
R-52	1.5 A.C.	52
R-53	1.5 A.C.	53
R-54	1.5 A.C.	54
R-55	1.5 A.C.	55
R-56	1.5 A.C.	56
R-57	1.5 A.C.	57
R-58	1.5 A.C.	58
R-59	1.5 A.C.	59
R-60	1.5 A.C.	60
R-61	1.5 A.C.	61
R-62	1.5 A.C.	62
R-63	1.5 A.C.	63
R-64	1.5 A.C.	64
R-65	1.5 A.C.	65
R-66	1.5 A.C.	66
R-67	1.5 A.C.	67
R-68	1.5 A.C.	68
R-69	1.5 A.C.	69
R-70	1.5 A.C.	70
R-71	1.5 A.C.	71
R-72	1.5 A.C.	72
R-73	1.5 A.C.	73
R-74	1.5 A.C.	74
R-75	1.5 A.C.	75
R-76	1.5 A.C.	76
R-77	1.5 A.C.	77
R-78	1.5 A.C.	78
R-79	1.5 A.C.	79
R-80	1.5 A.C.	80
R-81	1.5 A.C.	81
R-82	1.5 A.C.	82
R-83	1.5 A.C.	83
R-84	1.5 A.C.	84
R-85	1.5 A.C.	85
R-86	1.5 A.C.	86
R-87	1.5 A.C.	87
R-88	1.5 A.C.	88
R-89	1.5 A.C.	89
R-90	1.5 A.C.	90
R-91	1.5 A.C.	91
R-92	1.5 A.C.	92
R-93	1.5 A.C.	93
R-94	1.5 A.C.	94
R-95	1.5 A.C.	95
R-96	1.5 A.C.	96
R-97	1.5 A.C.	97
R-98	1.5 A.C.	98
R-99	1.5 A.C.	99
R-100	1.5 A.C.	100

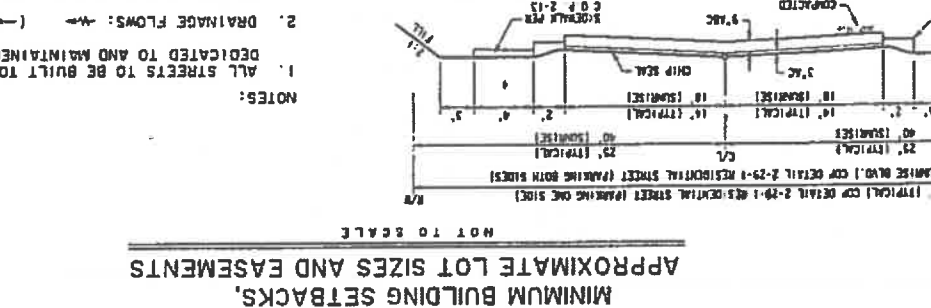
PERMITTED DENSITY: 17.30 DU/AC (9058 DU/523 AC)
PROPOSED DENSITY: 3.48 LOTS/AC (1814 LOTS/523 AC)
OPEN SPACE & RECREATION AREAS: 109.1 ACRES
SCHOOL/PARK/LIBRARY AREA: 14.8 ACRES
% OF OPEN SPACE/REC./SCHOOL/PARK TRACTS: 23.7%

SITE AREA: 523 ACRES
NO. OF LOTS: 1814
LOT SIZES: Average lot area 17.443 SF
Smallest lot area 9,000 SF
Largest lot area 62,780 SF
[Minimum lot area minimum 1120 - 1875 SF]

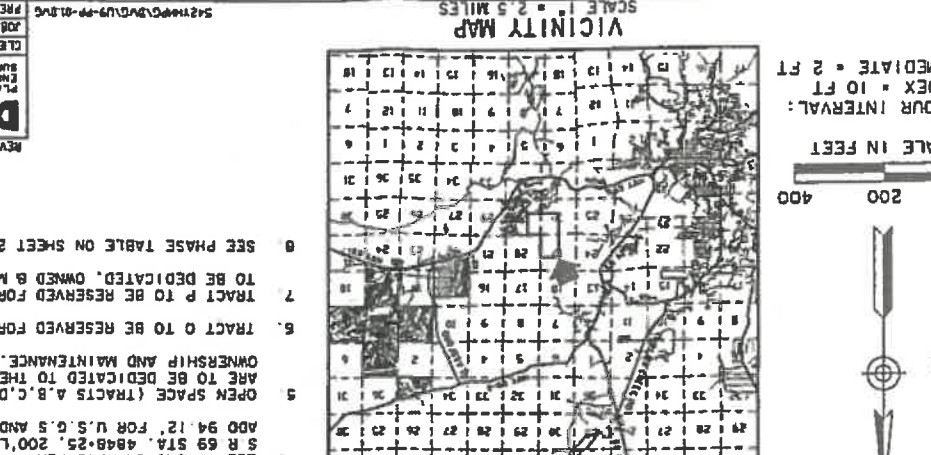
EXIST. ZONING: R-A-9-PAD, R-B-PAD, R-B-PAD & BUS-A-PAD



MINIMUM BUILDING SETBACKS, APPROXIMATE LOT SIZES AND EASEMENTS
NOT TO SCALE

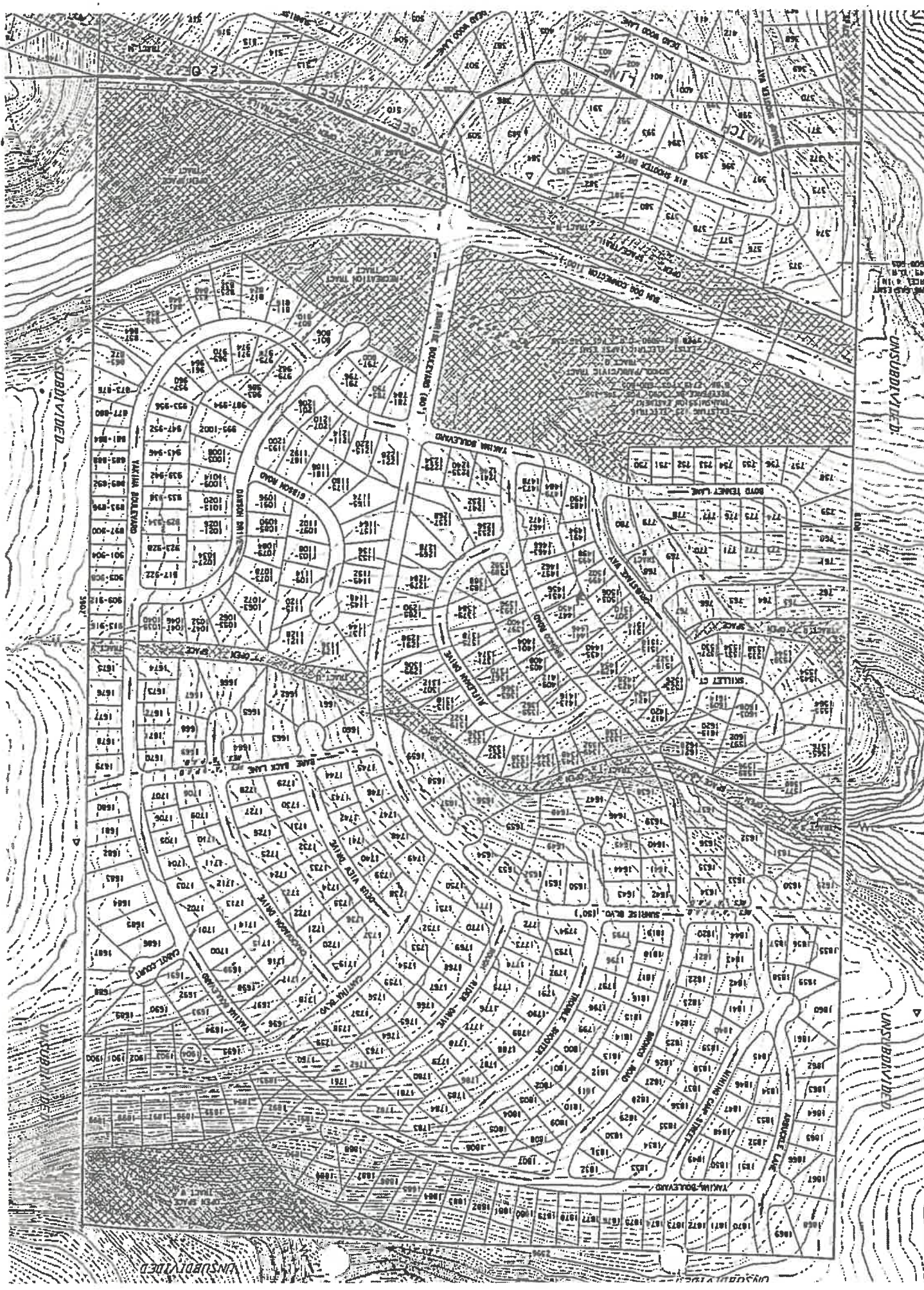


NOTES:
1. ALL STREETS TO BE BUILT TO CITY OF PRESCOTT STANDARDS DEDICATED TO AND MAINTAINED BY THE PUBLIC.
2. DRAINAGE FLOWS: (---) ROW (---) R.O.W.
3. YAVAPAI HILLS UNIT 9 LIES WITHIN THE ASSURED WATER SUPPLY AREA AS DESIGNATED BY THE ARIZONA STATE DEPARTMENT WATER RESOURCES AND RECORDED IN BOOK 1310, PAGES 99-108 OF OFFICIAL RECORDS, YAVAPAI COUNTY RECORD OFFICE, PRESCOTT, ARIZONA.
4. ELEVATIONS ON THIS PLAN ARE BASED ON A D O T BRASS CAP 5 R 69 STA. 4848+25, 200 FT., ELEVATION = 5497.00 ADD 94.12 FOR U.S.C. & PRESCOTT DATUM.
5. OPEN SPACE (TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, R, S, T, U ARE TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.
6. TRACT O TO BE RESERVED FOR SCHOOL, PARK OR LIBRARY USE.
7. TRACT P TO BE RESERVED FOR RECREATION/CLUBHOUSE FACILITY TO BE DEDICATED, OWNED & MAINTAINED BY HOMEOWNERS ASSOC.
8. SEE PHASE TABLE ON SHEET 2 OF 2 FOR PHASING LIMITS.



SCALE: 1" = 2.5 MILES
SCALE IN FEET: 0 200 400
CONTOUR INTERVAL: 10 FT
INDEX: 10 FT
SCALE: 1" = 2.5 MILES

PRELIMINARY PLAN - UNIT 9
JOB: YAVAPAI HILLS
DATE: 04/28/87
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
PLANNING & ASSOCIATES, INC.
100 E. 1st Ave., Suite 100
Prescott, AZ 86301
Tel: (520) 778-7907
Fax: (520) 778-7908



PRESCOTT CITY COUNCIL MEETING – AUGUST 11, 1998 – continued:

RESOLUTION NO. 3081

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FIRST AMERICAN TITLE COMPANY, AS TRUSTEE OF TRUST NUMBER 4531, THE BENEFICIARY OF WHICH IS YAVAPAI HILLS, INC., AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, First American Title Company, as Trustee under Trust Number 4531, the beneficiary of which is Yavapai Hills, Inc., is the owner of certain real property currently in the city limits; and

WHEREAS, the parties wish to enter into a Development Agreement, pursuant to ARS Section 9-500.05 relating to the annexation and development of that property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS?

SECTION 1. THAT, the City of Prescott hereby approves the Development Agreement with First American Title Company, as Trustee under Trust Number 4531, attached hereto as Exhibit "A".

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Development Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 11th day of AUGUST, 1998.

-s-PAUL S. DALY, Mayor

ATTEST: -s-MARIE L. WATSON, City Clerk

APPROVED AS TO FORM: -s-JOHN R. MOFFITT, City Attorney

Councilman King MOVED to APPROVE the **Preliminary Plat for Yavapai Hills, Unit 9**, consisting of 822 lots on 523 acres, located off Highway 69 and Sunrise Drive, with conditions as noted, which was SECONDED by Councilman Wise and carried unanimously. *(not 1,814 units)*

Conditions: 1) Class 1 archaeological study be completed prior to final plat approval; 2) Lots situated on slopes over 20% be considered hillside lots and be subject to hillside zoning ordinance and hillside and grading subdivision regulations at final plat approval.

Mayor Daly presented **Item HH.**, to discuss the **alternative water program** goals, policies, and issues. (Moratorium)

Acting City Manager Tenney explained the city had issued a Public Report for a proposed moratorium and set a public hearing for Tuesday, September 1, 1998 and the Council needed to begin addressing some of the goals and policies and issues.

City Attorney Moffitt explained the language that would be on the final plat which would be recorded and appear on all title reports and this should be sufficient for future buyers.

Mr. Nick Malouff explained that existing apartments in the area had drainage problems which their development would help, and also referred to their other development which was the Gardens at Willow Creek and a 6 foot by 15 foot wide channel that had been built to protect the area and if the levee ever broke this channel would help to move the water.

Mr. Malouff concluded they were willing to participate in armoring the levee and in the end more people would be protected because of this channel.

Public Works Director Long clarified if the levee ever broke this channel would not handle a 100-year flood.

Mayor Daly concluded the levee would be armored and this would provide better security for everybody and it was important for future buyers to know what they were buying.

Mayor Daly MOVED to APPROVE the Preliminary Plat for The Courtyards, consisting of 57 townhomes and patio home lots (PAD) on 4.6 acres and 4.25 acres of open space, located at Sandretto Drive and Aster Drive, with conditions as noted, which was SECONDED by Councilman Wise.

Councilman Cooper MOVED to AMEND to include the following additional condition: "That the following note appear on the final plat: "This area is protected from the one percent annual chance (100 year) flood by levee, dike or other structures subject to possible failure or overtopping during larger floods", and Mayor Daly and Councilman Wise accepted this as part of the original motion

Mayor Daly called for the VOTE, which carried unanimously.

Mayor Daly presented **Items FF. and GG.**, regarding a development agreement and approval of a preliminary plat for **Yavapai Hills, Unit 9.**

Assistant Community Development Director Mattix referred to transparencies of this proposed area and explained this would create 822 lots and 1,814 units on 523 acres and read from a memo which explained the density, consistency with the general plan and area plans, surrounding land and a Village Center District concept, and referred to maps on display and read 2 conditions regarding a class 1 archaeological study and lots situated on slopes over 20% would be considered hillside lots.

City Attorney Moffitt referred to the development agreement which had been revised and explained Items 6(A) and 6(F) regarding a "cap" on alternative water if the Village Core Concept is required in the future; and "In the event of such reversion (of the 14 acre site as dedicated to the city), to the Property Owner or his successors or assigns, the City shall provide additional potable water to allow for the development of said fourteen acre site, in an amount not to exceed the equivalent of four (4) acre feet."

Mayor Daly MOVED to ADOPT Resolution No. 3081, as amended per Paragraph 6(A) and Paragraph 6(F), which was SECONDED by Councilman Wise and carried unanimously.

Attachment 3

SUBS173 BK 0074 PG 202
Yavapai County
Patsy Jenney-Colon, Recorder
08/19/1998 11:38A PAGE 1 OF 12
CITY OF PRESCOTT
RECORDING FEE 6.50
SURCHARGE 0.00
POSTAGE 0.00

Holder

Caption: Development Agreement - Yavapai Hills

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT.

BK	FEE
	\$6.50
NAP	\$1
PCL	\$5
	\$1
\$6.50	

#98-111

DEVELOPMENT AGREEMENT
YAVAPAI HILLS

WHEREAS the City of Prescott (hereinafter referred to as "City") is entitled to enter into this agreement pursuant to ARS Section 9-500.05; and

WHEREAS FIRST AMERICAN TITLE COMPANY, AS TRUSTEE OF TRUST NUMBER 4531, THE BENEFICIARY OF WHICH IS YAVAPAI HILLS, INC., a Delaware Corporation (hereinafter referred to as "Property Owner") is the owner of the real property referred to herein; and

WHEREAS the parties hereto wish to enter into a Development Agreement to provide for the development of certain property upon certain terms and conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this agreement shall relate to that specific property, more particularly identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "the Property".

2. That this agreement shall become operative upon the recordation of this Agreement with the Yavapai County Recorder.

3. That the development of the Property shall be consistent with the City's General Plan, as adopted by the Prescott City Council on August 26, 1997, as the same may be amended from time to time.

4. That, in order to provide sufficient potable water for the development of the Property, the City will approve the Property Owner's Preliminary Plat, attached hereto and made a part hereof; provided, however, that the final plat to be submitted by the Property Owner for approval by the Prescott City Council shall contain no more than 1,632 residential lots; and further provided that the phasing of that plat shall be allowed as shown in the preliminary plat.

5. That pursuant to Section 12-7-1 of the Subdivision Regulations, the Property Owner shall be excepted from the requirements of Section 12-4-3(A) of the Subdivision Regulations.

6. That in consideration of the approvals granted in Paragraphs 4 and 5 above, the Property Owner hereby agrees to the following terms and conditions:

A. That the ultimate development of the Property, as well as any Final Plat to be submitted by the Property Owner for

the Property, shall be consistent with the Council-adopted Prescott East Area Plan; provided, however, that if at the time the Property Owner is prepared to commence development of the Property, market conditions would not support a change in development plans from those set forth in the Preliminary Plat to plans consistent with the Village Core Concept in the Plan, consistency with the Village Core Concept in the Plan shall not be required. If consistency with the Village Core Concept of the Plan is required by the City and results in a water demand by such development on the Property which exceeds that groundwater supply allocated by the Arizona Department of Water Resources for the development as depicted in the Preliminary Plat, then the City shall allocate to the Property the necessary non-groundwater source of supply or other source of supply that will provide the assured water supply for the Property with the densities required to be consistent with the Village Core Concept of the Plan; provided, however, that the City will not provide more than 250 acre feet of alternative water to supply the additional water demand resulting from any required consistency with the Village Core Concept, nor shall the City require compliance with the Village Core Concept which would result in more than 250 acre feet of alternative water, unless the Property Owner and the City Council mutually agree to a greater amount.

B. That in the event any rezonings for the Property are necessary in order to have the development of the Property conform to the Prescott East Area Plan, the Property Owner hereby agrees to request a rezoning of all or a portion of the Property to the appropriate zone, and the City will grant such rezoning application.

C. That the Property Owner shall financially contribute to any off-site signalization and other off-site improvements which may be required, the proportionate share of the foregoing financial contribution to be based upon a formula including the estimated traffic contribution of the development of the Property and the traffic contribution of the total projected build-out of the area, to be determined by the updated JHK Study currently underway. Said financial contribution shall be paid within ninety days of such a request being made by the City, or upon the submission of a final plat representing a cumulative amount of 50% or more of the number of plats approved in the preliminary plat, whichever first occurs.

D. That the Property Owner shall perform or cause to be performed a traffic study on the impact of the proposed Development of the Property upon the Sundog Connector and any impact upon the assumptions of the JHK Study referenced in Paragraph 6(C), to determine the necessity of any off-site signalization or off-site improvements which may be required upon the total build-out of the area. Said study shall be completed in a form acceptable to the City Public Works Director no later than the filing of the first Final Plat for the Property, or upon the submission of a final plat representing a cumulative amount of

50% or more of the number of plats approved in the preliminary plat, whichever first occurs.

E. That the Property Owner financially contribute to the construction of the Sundog collector improvements which are to be constructed by the City, the proportionate share of the foregoing financial contribution to be based upon a formula determined from the traffic study referenced in Paragraph 6(D) above. Said financial contributions shall be paid within ninety days of such a request being made by the City, or upon the submission of a final plat representing a cumulative amount of 50% or more of the number of plats approved in the preliminary plat, whichever first occurs.

F. That the Property Owner shall dedicate a fourteen (14) acre site upon submission of his first Final Plat, for use either by the City or the Prescott Unified School District, to be ultimately determined by the Prescott City Council, the location of which is identified in the attached Exhibit "B"; provided, however, that any construction on said site shall comply with any design standards generally applicable to other properties within the Property as set forth in any duly recorded CC&R's; and further provided that in the event that the City, School District or their successors in interest attempt to convey ownership of said side to a non-governmental entity, then and in that event title will revert to the Property Owner or his successors in interest or assigns. In the event of such reversion to the Property Owner or his successors or assigns, the City shall provide additional potable water to allow for the development of said fourteen acre site, in an amount not to exceed the equivalent of four (4) acre feet.

G. That the Property Owner shall construct and dedicate to the City a public trail system, together with any required reasonable improvements, within and through the Property, as more particularly identified in the attached Exhibit "B", provided that such improvements shall not exceed those as are contained in other public trails within the City.

H. That the Property Owner shall revegetate all disturbed areas within the Property within a timely manner after completion of grading, to the following standards: slopes and disturbed areas shall be hydroseeded in a timely manner and in accordance with Arizona Department of Transportation standards and specifications dated 1990, Section 805. The seed mixture shall contain seeds native to the region. Steep rock faces shall not be seeded or otherwise revegetated.

7. This agreement shall run with the land, and shall be binding upon the Property Owner's successors in interest and assigns; provided, however, that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot within the Property which has been finally subdivided and individually (and not in "bulk") sold to

the purchaser and contemplated user thereof, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement, except as otherwise provided in this paragraph.

8. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this agreement.

9. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City of Prescott from any other party to the agreement arising as a result of this agreement.

10. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of litigation contesting the validity of this Agreement.

11. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

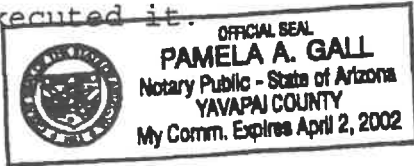
12. Time is of the essence in this agreement. The failure of either party to require the strict performance by the other of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

13. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

14. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A)

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 14th
day of August 1998, by Michael J. Klein, the President
of Yavapai Hills, Inc., personally known to me or proven to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, and acknowledged that he
executed it.

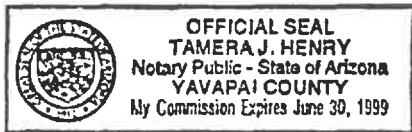


[Seal]

Pamela A. Gall
Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this 14th
day of August, 1998, by ROGER A. YEDINAK, the
Trust Officer of First American Title Company, as
Trustee under Trust Number 4531, the Beneficiary of which is
Yavapai Hills, Inc., a Delaware Corporation, personally known to
me or proven to me on the basis of satisfactory evidence to be
the person whose name is subscribed to the within instrument, and
acknowledged that he executed it.



[Seal]

Tamera J. Henry
Notary Public

EXHIBIT "A"

All that portion of Township 14 North, Range 1 West of the Gila and Salt River Base and Meridian, county of Yavapai, state of Arizona, described as follows:

The east one-half of Section 19.

The west one-half of Section 29.


The east one-half of Section 30.

EXCEPTING THEREFROM the north one-half of the northeast quarter of Section 19;

ALSO EXCEPTING THEREFROM the Golden Rule and Between mining claims;

ALSO EXCEPTING THEREFROM any portion of Yavapai Hills Unit 4 and 5 as recorded in Book 30 of Maps and Plats, Pages 1-3, or any portion of Yavapai Hills Unit 6 as recorded in Book 31 of Maps and Plats, Pages 6-7, or any portion of Yavapai Hills Unit 7 as recorded in Book 31 of Maps and Plats, Pages 92-94, or any portion of Yavapai Hills Unit 8 as recorded in Book 34 of Maps and Plats, Pages 89-91 in the Yavapai County Recorder's Office.

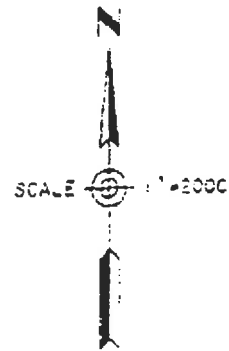
I certify that, I, Peter S. Jorgensen, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains true, accurate and adequate information to allow retracement thereof.


Peter S. Jorgensen, R.L.S. 16558



RECORDERS MEMO: Legibility
Questionable for good reproduction.

SKETCH



RECORDERS MEMO: Legibility
Questionable for good reproduction.

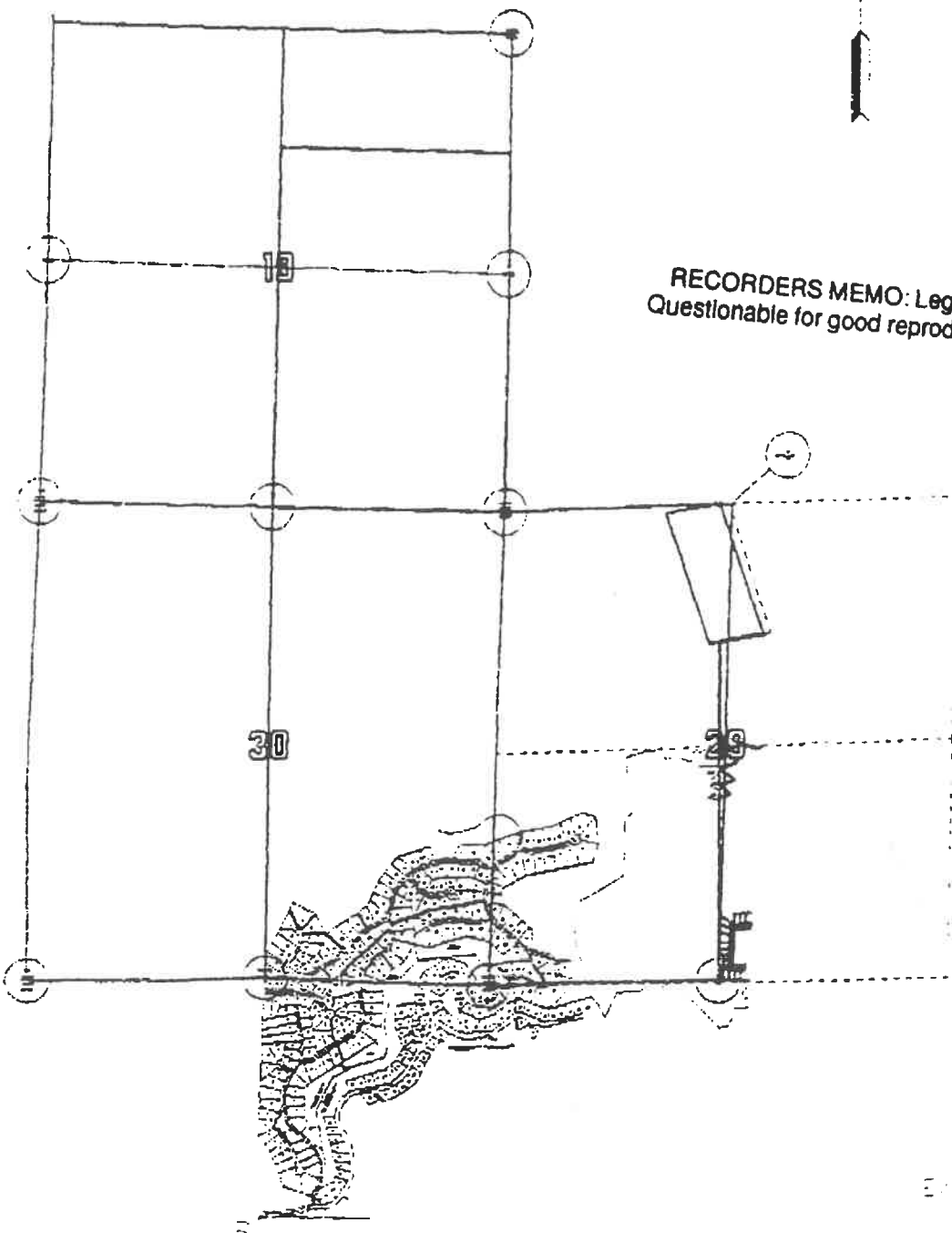
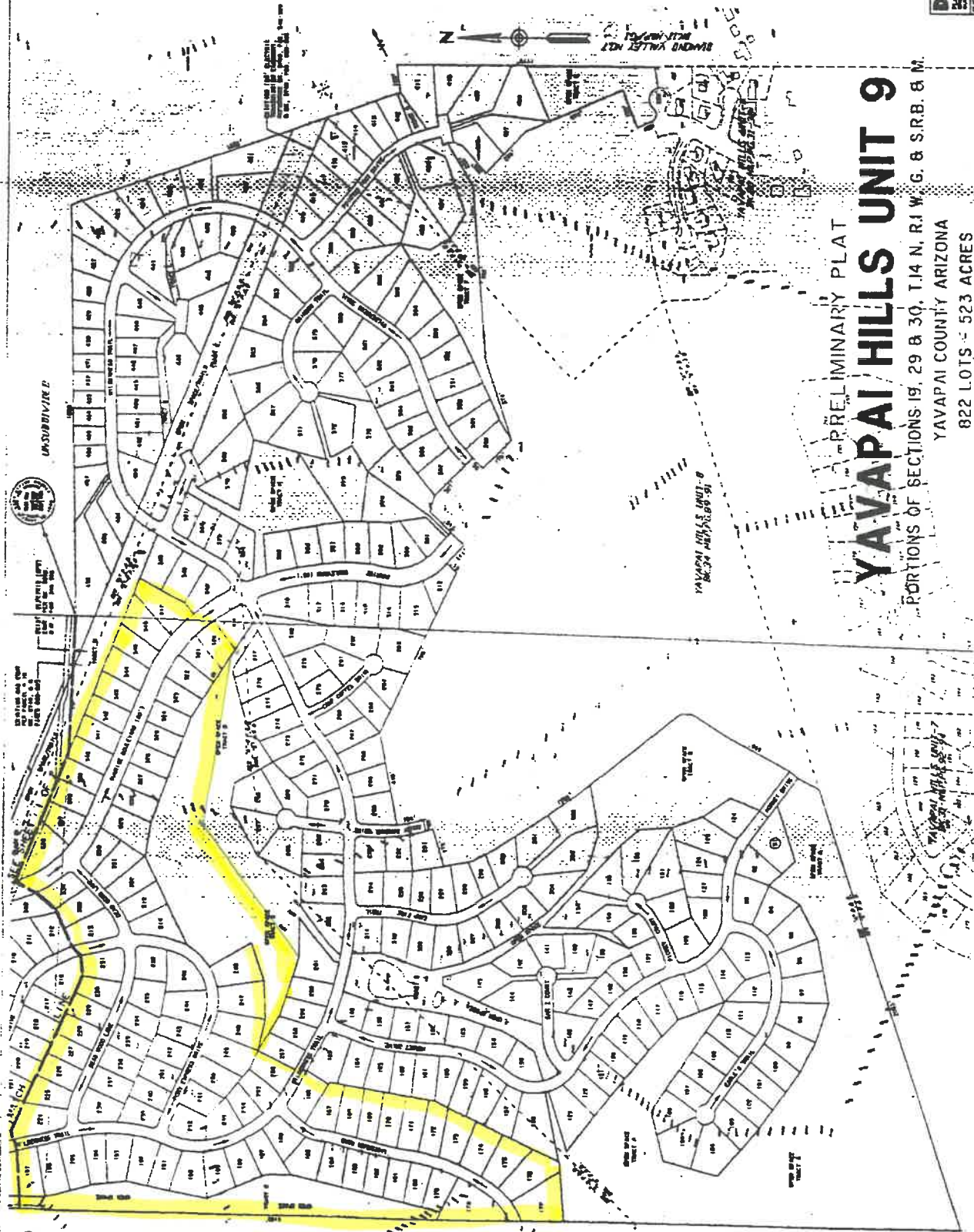


EXHIBIT "B"

182

RECORDERS MEMO: Legibility
Questionable for good reproduction.

DAY & ASSOCIATES, INC.	
PROJECT	YAVAPAI HILLS UNIT 9
DATE	04.05.1989
BY	DAY & ASSOCIATES, INC.
SCALE	AS SHOWN



PRELIMINARY PLAT
YAVAPAI HILLS UNIT 9

PORTIONS OF SECTIONS 19, 29 & 30, T.14 N., R.1 W., G. & S.R.B. & M.
YAVAPAI COUNTY ARIZONA
822 LOTS - 523 ACRES

UNSUBDIVIDED

UNSUBDIVIDED

RESOLUTION NO. 3081

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FIRST AMERICAN TITLE COMPANY, AS TRUSTEE OF TRUST NUMBER 4531, THE BENEFICIARY OF WHICH IS YAVAPAI HILLS, INC., AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, First American Title Company, as Trustee under Trust Number 4531, the beneficiary of which is Yavapai Hills, Inc., is the owner of certain real property currently in the city limits; and

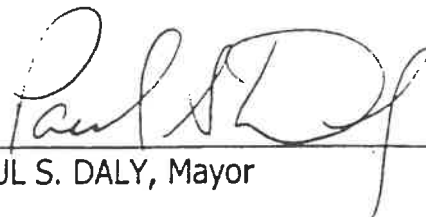
WHEREAS, the parties wish to enter into a Development Agreement, pursuant to ARS Section 9-500.05 relating to the annexation and development of that property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS?

SECTION 1. THAT, the City of Prescott hereby approves the Development Agreement with First American Title Company, as Trustee under Trust Number 4531, attached hereto as Exhibit "A".

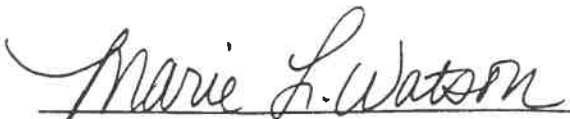
SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Development Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 11th day of AUGUST, 1998.


PAUL S. DALY, Mayor

ATTEST:

APPROVED AS TO FORM:


MARIE L. WATSON, City Clerk


JOHN R. MOFFITT, City Attorney

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 7/25/02 TIME 11:32
IN BOOK 3944 PAGE 458
PATSY JENNEY-COLON, RECORDER
Jane Schlarke DEPUTY

#98-111A
DEVELOPMENT AGREEMENT
YAVAPAI HILLS
CITY CONTRACT NUMBER 98-111
AS RECORDED IN BOOK 3594, PAGE 982, RECORDS OF THE
YAVAPAI COUNTY RECORDER
AMENDMENT NUMBER 1

WHEREAS the parties hereto did enter into a Development Agreement on or about the 14th day of August, 1998, more particularly identified as City Contract Number 98-111 (hereinafter referred to as the "Development Agreement"), and recorded in Book 3594 at Page 982, Records of the Yavapai County Recorder; and

WHEREAS the parties do now wish to amend the Development Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Paragraph 6(C) of the Development Agreement is hereby amended to read as follows:

"C. That the Property Owner shall financially contribute to any off-site signalization and other off-site improvements which may be required, the proportionate share of the foregoing financial contribution to be based upon a formula including the estimated traffic contribution of the development of the Property, and the traffic contribution of the total projected build-out of the area, to be determined by the updated JHK Study dated December 1998. Said financial contribution shall be paid within ninety (90) days of such request being made by the City."

2. That Paragraph 6(D) of the Development Agreement is hereby amended to read as follows:

"D. That the Property Owner shall perform or cause to be performed a traffic study on the impact of the proposed Development of the Property upon the Sundog

Connector and any impact upon the assumptions of the JHK Study referenced in Paragraph 6(C), to determine the necessity of any off-site signalization or off-site improvements which may be required upon the total build-out of the area. Said study shall be completed and submitted to the City Public Works Director within ninety days of a request being made by the City, and is thereafter subject to acceptance (and revision, if required) by the Public Works Director."

3. That Paragraph 6(F) of the Development Agreement is hereby amended to read as follows:

"F. That the Property Owner shall dedicate a fourteen (14) acre site upon the request for the City, for use either by the City or the Prescott Unified School District, to be ultimately determined by the Prescott City Council, the location of which is identified in the attached Exhibit "B"; provided, however, that any construction on said site shall comply with any design standards generally applicable to other properties within the Property as set forth in any duly recorded CC&R's; and further provided that in the event that the City, School District or their successors in interest attempt to convey ownership of said side to a non-governmental entity, then and in that event title will revert to the Property Owner or his successors in interest or assigns. In the event of such reversion to the Property Owner or his successors or assigns, the City shall provide additional potable water to allow for the development of said fourteen acre site, in an amount not to exceed the equivalent of four (4) acre feet."

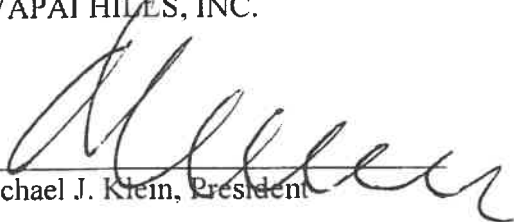
4. That except as amended herein, the Development Agreement remains in full force and effect.

DATED this ____ day of _____, 2002.

FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER TRUST NUMBER 4531, THE BENEFICIARY OF WHICH IS YAVAPAI HILLS, INC., a Delaware Corporation

By: _____
Name:
Title:

YAVAPAI HILLS, INC.

By: 
Michael J. Klein, President

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of
____, 2002, by _____, the
_____ of First American Title Company, as Trustee under Trust
Number 4531, the Beneficiary of which is Yavapai Hills, Inc., a Delaware Corporation,
personally known to me or proven to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument, and acknowledged that he
executed it.

[Seal]

Notary Public

RESOLUTION NO. 3450

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION NUMBER 3081 BY AMENDING THE DEVELOPMENT AGREEMENT APPROVED THEREIN WITH FIRST AMERICAN TITLE COMPANY, AS TRUSTEE OF TRUST NUMBER 4531.

WHEREAS, the City Council, on the 11th day of August, 1998, passed Resolution No. 3081, which approved a Development Agreement between the City of Prescott and First American Title Company, as Trustee of Trust Number 4531, for the development of certain property within Yavapai Hills; and

WHEREAS, the parties do now wish to amend that development agreement to amend certain time periods for acts to be undertaken by the developer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

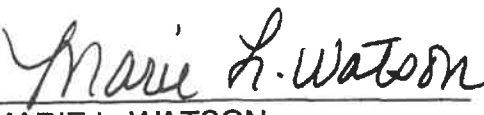
SECTION 1. THAT, the Development Agreement between the City of Prescott and First American Title Company, as Trustee of Trust Number 4531, as adopted pursuant to Resolution Number 3081, is hereby amended as set forth in Exhibit "A", attached hereto and made a part hereof.

SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute any and all documents on behalf of the City of Prescott, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 28th day of MAY, 2002.


ROWLE P. SIMMONS, Mayor

ATTEST:


MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:


JOHN R. MOFFITT
City Attorney

2017-0051651

KNOW ALL MEN BY THESE PRESENTS

1. This plot merely sets forth the locations and gives the direction.

3. This plot hierarchy sets both the locations and gives the dimensions

4. **Estadística** We hereby granted to public and private users con-

of international relations

8 TRACIS & C.A. are are hereby reserved by the Decatur

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Prigaurko obtained the name to the signed,

ACKNOWLEDGMENT:

to do so, executed the foregoing instrument for the purpose here-

CERTIFICATION

RECEIVED
JAN 10 1960
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

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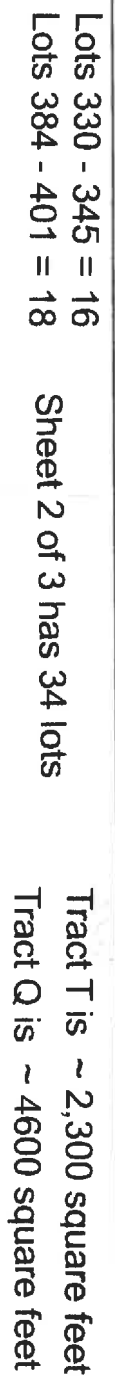
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Phase 5A has 72 lots

A PORTION OF SECTIONS 29 & 30, T14N, R1W, G. & S.R.M.
YAVAPI COUNTY, ARIZONA

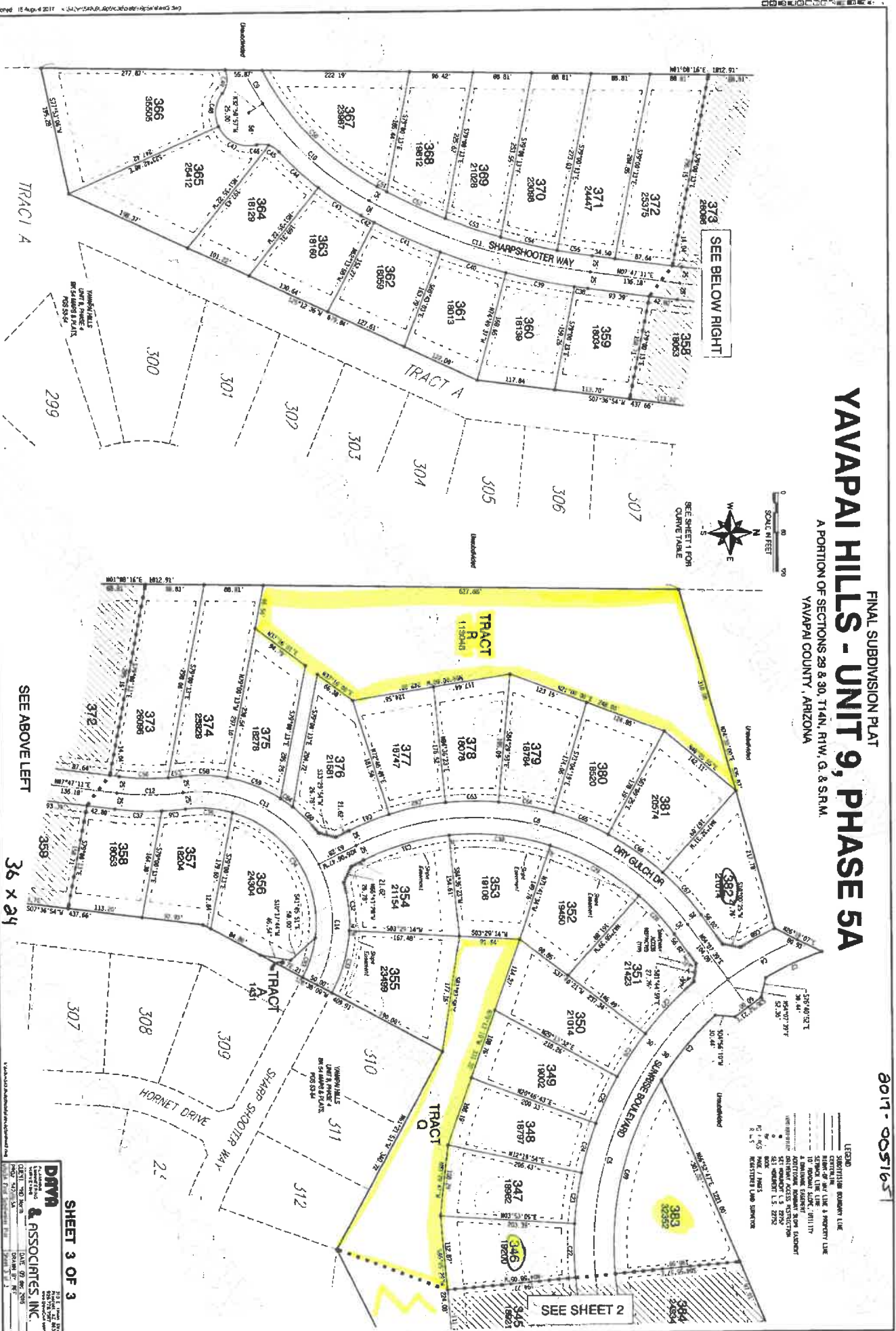
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SEE SHEET 1 FOR
CURVE TABLE



FINAL SUBDIVISION PLAT
YAVAPAI HILLS - UNIT 9, PHASE 5A
A PORTION OF SECTIONS 29 & 30, T14N, R11W, Q. & S.R.M.
YAVAPAI COUNTY, ARIZONA

2017-005165



Tract R is ~ 1820 square feet

Sheet 3 of 3 has 38 lots

Lots 346-383 = 38 lots

DRAY & ASSOCIATES, INC.
SHEET 3 OF 3
DATE: 07/20/2017
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

Attachment B: Subdivisions Eligible to Receive the Groundwater Allowance

Subdivision Name	Number of Lots on Preliminary Plat	Number of Lots on Final Plats Submitted to ADWR	Remaining Lots that Can Receive Groundwater Allowance Increase
Cliff Rose, Unit 3	21	0	21
Dells at Prescott Lakes	167	101	66
Lakeside@ Prescott Lakes	240	35	205
Mason Ridge	14	0	14
Peaks Unit I @ Prescott Lakes	665	0	665
Peaks Unit II @ Prescott Lakes	150	124	26
Prescott Lakes: Estates Unit 2	239	163	76
Prescott Lakes: Estates Unit 3	12	0	12
Prescott Lakes: Pines	231	216	15
Prescott Lakes: Pinnacle Unit 1	62	0	62
Prescott Lakes: Pinnacle Unit 2	340	0	340
Summit Unit 2	227	133	94
The Club at Forest Trails	49	0	49
Yavapai Hills	1,632	239	1,393
Yavapai Hills in Prescott Valley	489	0	489
Total	4,538	1,011	3,527

- E. Approval of Final Plat (FP13-002) for Yavapai Hills, Unit 9, Phase 5 PAD, a 125-lot single-family home subdivision on 83.5 acres located at the end of Sunrise Boulevard. (Owner/Applicant: Jason Gisi, 3200 Lakeside Village Drive, Prescott, AZ 86301)

RECOMMENDED ACTION:

MOVE to approve FP13-002, the Final Plat of Yavapai Hills, Unit 9, Phase 5.

- F. Approval of uniform rental and laundry services from UniFirst Corporation using Arizona State Contract No. ADSP013-047996, in an amount not to exceed \$40,000 annually (City Contract No. 2014-129)

RECOMMENDED ACTION: MOVE to approve uniform rental and laundry services from UniFirst Corporation using Arizona State Contract No. ADSP013-047996, in an amount not to exceed \$40,000 annually (City Contract No. 2014-129).

- G. Approval of purchase of one (1) ea. Combination Jet/Vac Sewer Cleaning Truck from Vac-Con, Inc., Green Cove Springs, Florida, in the amount of \$375,762.66 utilizing Houston-Galveston Area Council (HGACBuy) Cooperative Purchasing Program pricing

RECOMMENDED ACTION: MOVE to approve the purchase of one (1) ea. Combination Jet/Vac Sewer Cleaning Truck from Vac-Con, Inc, Green Cove Springs, Florida, in the amount of \$375,762.66 utilizing Houston-Galveston Area Council (HGACBuy) Cooperative Purchasing Program pricing

- H. Adoption of Ordinance No. 4878-1416 AN ORDINANCE OF THE MAYOR AND COUNCIL, OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF WATER EASEMENTS FROM DAVID R. DOTSON AND ALCAN INVESTMENTS, LLC FOR THE "CHINO PIPING RECONFIGURATION: MERRIT LANE WATER BYPASS PROJECT" AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES

RECOMMENDED ACTION: MOVE to adopt Ordinance No. 4878-1416.

- E. Approval of Final Plat (FP13-002) for Yavapai Hills, Unit 9, Phase 5 PAD, a 125-lot single-family home subdivision on 83.5 acres located at the end of Sunrise Boulevard. (Owner/Applicant: Jason Gisi, 3200 Lakeside Village Drive, Prescott, AZ 86301)

Tom Guice, Community Development Director, presented, saying Council approved the Preliminary Plat (SP9819) and a Development Agreement (DA) on August 11, 1998. The final plat of this phase is in substantial conformance with the preliminary plat, with lot sizes, number of lots, street connectivity, open space and hillside development all appropriately addressed. He noted that the layout of Sunrise Boulevard was redesigned at the request of the Public Works Department to better follow topographic contours and reduce road grades to 12 percent or less. The developer has been working with the Recreation Services department regarding the open space in the plan and future access to Glassford Hill.

Councilman Blair asked how many phases are left in the Yavapai Hills Plan. Jason Gisi, developer, said there is a large tract of land approximately 215 acres north of the power line. He noted that water is attached to that property for 1150 and 1350 dwelling units. There are about 1000 houses at present and there could be another 1000 houses built. Unit 9, Phase V is a six year inventory. Mr. Gisi noted that water is attached to all of the contemplated builds.

COUNCILMAN BLAIR MOVED TO APPROVE FP13-002, THE FINAL PLAT OF YAVAPAI HILLS, UNIT 9, PHASE 5; SECONDED BY COUNCILWOMAN WILCOX; PASSED UNANIMOUSLY.

- F. Approval of uniform rental and laundry services from UniFirst Corporation using Arizona State Contract No. ADSP013-047996, in an amount not to exceed \$40,000 annually (City Contract No. 2014-129)

Stephanie Miller, Field and Facilities Director, presented noting various City employees are required to wear uniforms during regular working hours in the performance of their duties. Renting uniforms allows for replacing ripped or worn items, tailoring items for fit, laundering soiled items, and customizing clothing selection for weather conditions such as long sleeve shirts and jackets. She said it is economical and efficient since partial sets of uniforms for replacement do not have to be ordered throughout the year. The contract also enables the rental and cleaning of office mats and rags.

COUNCILMAN ARNOLD MOVED TO APPROVE UNIFORM RENTAL AND LAUNDRY SERVICES FROM UNIFIRST CORPORATION USING ARIZONA STATE CONTRACT NO. ADSP013-047996, IN AN AMOUNT NOT TO EXCEED \$40,000.00 ANNUALLY (CITY CONTRACT NO. 2014-129); SECONDED BY COUNCILMAN LAZZELL; PASSED UNANIMOUSLY.

RESOLUTION NO. 3213

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A COUNCIL POLICY REGARDING THE APPROVAL OF FINAL PLATS.

WHEREAS, City of Prescott Subdivision Regulation Section 12-4-3(D)(22) requires final plats to be in substantial conformance with City-adopted plans, rules, regulations, codes and ordinances; and

WHEREAS, the City Council of the City of Prescott wishes to adopt a policy further defining when a proposed final plat is in substantial conformance with the corresponding preliminary plat(s).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. Except as provided in Section 4 of this policy, a final plat(s) must be in substantial conformance with the corresponding preliminary plat(s).

SECTION 2. For the purposes of Section 1 of this policy, a proposed final plat(s) is in substantial conformance with the corresponding preliminary plat(s) if it meets all of the following criteria:

- A. There is no increase in the number of lots.
- B. The exterior boundaries of the subdivision were not enlarged.
- C. All exterior connections (streets and emergency access points) were maintained.
- D. Average lot size increased or decreased by no more than 15% unless the developer has chosen a planned area development (PAD), providing for 20% or more of open space.
- E. The nature and character of the subdivision (e.g. single family residential, multi-family residential, mixed used, etc.) is unchanged.

Resolution No. 3213 – continued:

SECTION 3. In the event that a subdivision is located in a master planned community as defined by ARS Section 32-2101, Sections 2(A) and 2(B) shall not apply as long as the outside boundaries of the master planned community and the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not modified.

SECTION 4. A proposed final plat(s) that is not in substantial conformance with the corresponding preliminary plat(s) because it does not meet the requirements of Section 1 of this policy shall be allowed if it conforms with Subdivision Regulation 12-4-3(D)(22) by meeting one or more of the following criteria:

- A. Brings the subdivision into compliance with the General Plan, a specific area plan or overlay district.
- B. Contributes to area circulation plans, promotes connectivity and/or the provision of emergency access where necessary so long as the nature and character of the subdivision (e.g., single-family residential, multi-family residential, mixed use, etc.) is unchanged.

SECTION 5. Notwithstanding Section 4 above, a final plat(s) which is not in substantial conformance with the corresponding preliminary plat(s) but conforms with Subdivision Regulation 12-4-3(D)(22) will not be allowed if any of the following apply:


- A. There is an increase in the total number of lots within the subdivision, except that if the subdivision is located in a master planned community as defined by ARS Section 32-2101, the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not increased.
- B. The outside boundaries of the subdivision on the proposed final plat(s) extend beyond the outside boundaries of the subdivision on the preliminary plat(s), except that if the subdivision is located in a master planned community as defined by A.R.S. §32-2101, the outside boundaries of the subdivision may change as long as the outside boundaries of the master planned community are not modified.
- C. The Final Plat(s) would result in additional water usage over and above that which would have occurred in the corresponding preliminary plat(s).

Resolution No. 3213 – continued:

SECTION 6. The Mayor, Council and Staff are authorized to take any and all steps necessary to effectuate the foregoing.

SECTION 7. This Resolution shall become a part of the Council Policy Booklet.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 23rd day of NOVEMBER, 1999.



PAUL S. DALY, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOFFITT, City Attorney

9. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of minutes for the City Council meetings held on April 25, 2017
- B. Approval of payment to OCLC, Inc., in the amount of \$19,500.00 for Fiscal Year 2017 annual shared library bibliographic records subscription
- C. Adoption of Resolution No. 4381-1590 approving an Intergovernmental Agreement (IGA) with Yavapai College for the Northern Arizona Regional Training Academy (City Contract No. 2017-292)
- D. Approval of Final Plat, FP16-001, for Yavapai Hills, Unit 9, Phase 5A, Encompassing 72 Lots on 49 Acres [APN 103-18-001C; Property Owner: YHD North, LLC]
- E. Award of multi-year contracts for collision repair to Downtown Paint and Body, and Preferred Auto Body in an annual estimated amount of \$25,000.00 per year (City Contract Nos. 2017-229.1 and 2017-229.2)
- F. Adoption of Ordinance No. 5030-1568 for the sale of right-of-way and to grant a temporary construction easement, for the SR89 widening project to the Arizona Department of Transportation

ORDINANCE NO. 5030-1568 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF CITY REAL PROPERTY AND GRANT A TEMPORARY CONSTRUCTION EASEMENT TO THE STATE OF ARIZONA AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALE AND GRANTING OF EASEMENT.

- G. Adoption of Ordinance No 5031-1569 authorizing the sale of Ingress/Egress Easements to Arizona Eco Development LLC, in four locations across the Peavine Trail at its Northernmost Terminus

ORDINANCE NO. 5031-1569 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF INGRESS/EGRESS EASEMENTS TO ARIZONA ECO DEVELOPMENT, LLC, AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALE AND EASEMENT TRANSACTIONS.

MEETING DATE/TYPE:

VOTING MEETING

5-9-17

DEPARTMENT: Community Development

AGENDA ITEM: Approval of Final Plat, FP16-001, for Yavapai Hills, Unit 9, Phase 5A, Encompassing 72 Lots on 49 Acres [APN 103-18-001C; Property Owner: YHD North, LLC]

FUNDING SOURCE: General Fund (Cost Recovered)

Approved By: Michael Lamar, City Manager

Item Summary

This is a request to Final Plat a portion of Yavapai Hills Unit 9. Unit 9 was anticipated at the time of the Preliminary Plat to be completed in phases. Phase 5 was anticipated to include 125 lots, however due to a number of issues, including development financing, the developer has requested to Final Plat Phase 5 in two sub phases.

The Preliminary Plat for Yavapai Hills was done to establish the general layout and maximum number of lots for the subdivision at the time just prior to the State declaration of water mining in the Prescott Active Management Area in 1998. The subdivision has been Final Platted in Phases since then.

Substantial Conformance

An aspect of the review of Final Plats is to determine that it is in substantial conformance with the Preliminary Plat. There were rules established by the City Council for assisting in the determination of substantial conformance adopted by Resolution 3213, in 1999. Those guidelines are:

- A. *There is no increase in the number of lots.*
- B. *The exterior boundaries of the subdivision are not enlarged.*
- C. *All exterior connections (streets and emergency access points) are maintained.*
- D. *Average lot size increased or decreased by no more than 15% unless the developer has chosen a planned area development (PAD), providing for 20% or more of open space.*
- E. *The nature and character of the subdivision (e.g. single-family residential, multi-family residential, mixed used, etc.) is unchanged.*

As written, the guidelines apply to the entire subdivision and to the exterior boundaries and street connections. In this case, because this Final Plat is only for half of Unit 9,

AGENDA ITEM: Approval of Final Plat, FP16-001, for Yavapai Hills, Unit 9, Phase 5A, Encompassing 72 Lots on 49 Acres [APN 103-18-001C; Property Owner: YHD North, LLC]

Phase 5, of the full subdivision, a thorough review by City staff concludes that this proposed Final Plat meets all of the five criteria in the resolution. Staff has attached the relevant portion of the original Preliminary Plat with the proposed Final Plat overlaid over it (Attachment 3). As can be seen, the proposed Final Plat roughly aligns with the Preliminary Plat, but is not exact.

Water Resources

This plat was accounted for under the ground water rules existing in 1999 and will not require an Alternative Water allocation for this phase.

Attachments

1. Yavapai Hills Unit 9, Phase 5a Map
2. Approval of Final Plats, Resolution No. 3213 adopted November 23, 1999
3. Yavapai Hills Unit 9 Phase 5A, Preplat Final Plat Overlay

Recommended Action: MOVE to approve FP16-001.

Attachment 9

Yavapai Hills
Average Water Use
Based on Five Year Accounts

Yavapai Hills Average Water Use	AFA
Unit 1, Phase 1	0.1634
Unit 1, Phase 2	0.1446
Unit 1, Phase 3	0.1046
Unit 1, Phase 4	0.1670
Unit 1, Phase 5	0.1577
Unit 2	0.1386
Unit 3	0.1533
Unit 4	0.1925
Unit 5	0.1992
Unit 6	0.1513
Unit 7	0.1772
Unit 8	0.1597
Unit 9 Phase 3	0.1934
Unit 9 Phase 4	0.1461
Average Water Use	0.1606

YAVAPAI HILLS CC&RS

DATE	BOOK / PAGE	DESCRIPTION
4/16/1974	906 / 389	Declaration of CC&Rs for Residential Lots, Unit 1, Phase 1 Standard contract regulating SFRs, (no barns, MH, trailers, etc.) Architectural Committee to approve designs; Minimum 1,000 sf; two story or 30 feet high; Household pets only; yards maintained; no commercial purpose
2/04/1975	950 / 697	Amended Declaration of CC&Rs for Residential Lots 181 lots in Unit 1, Phase 1; All new phases will be subject to the same CC&Rs

Attachment 10
CC&Rs April 16, 1974

STATE OF ARIZONA } ss.
County of Yavapai }

11420

I do hereby certify that the within instrument was filed and recorded at request of
CITY OF PRESCOTT on April 16 A.D. 1974
at 11:50 o'clock A.M. Book 906 Official Records, Page 389-401 11420
Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

Patsy C. Jenney, County Recorder

By Patsy C. Jenney

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RESIDENTIAL LOTS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Yavapai Hills, Inc., an Arizona corporation, is
the owner of the following described premises, situated within the County
of Yavapai, State of Arizona, to-wit:

Lots 1 thru 188, inclusive, in Unit I, Phase I,
YAVAPAI HILLS, as shown and designated on
a plat entitled "Yavapai Hills, Unit I, Phase I"
filed in the office of the Yavapai County Recorder
on April 16, 1974, in Book 18
of Maps, page 25 11420; and

WHEREAS, Yavapai Hills, Inc., will convey said premises subject
to certain protective covenants, conditions, restrictions, reservations, liens
and charges as hereinafter set forth;

NOW, THEREFORE, Yavapai Hills, Inc., hereby declares that
all of the properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants and conditions, all of

BOOK **906** PAGE **389**

383 IN-2

which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property and all of which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their heirs, successors, grantees and assigns.

1. The term "YAVAPAI HILLS" as used in this

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS shall mean the real property situate in the County of Yavapai, State of Arizona, which is legally described as follows:

See Exhibit "A" attached.

2.

No buildings or structures shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling, which may include a garage and/or any other accessory building customarily found on residential property in a subdivision (but in no event shall there be any barns, mobile homes, trailers, sheds or shacks). There shall not exist on any lot at any time, more than one single family residence.

3.

No dwelling or structure of any kind shall be commenced, erected or placed on any lot until the design and location of such dwelling or structure and the kind of materials to be used in said structure have been approved in writing by the Architectural Committee appointed by Yavapai Hills, Inc., or by such other corporation, association or person as Yavapai

BOOK 906 PAGE 390

Attachment 10
Amended CC&Rs
February 4, 1975

STATE OF ARIZONA
County of Yavapai

2848

I do hereby certify that the within instrument was filed and recorded at request of
Yav. Co. Planning Commission on *February 4* A.D. 19 *75*
at *4:50* o'clock *P.M.*, Book *950* Official Records, Page *697-744*
inclusive Records of Yavapai County, Arizona

WITNESS my hand and official seal the day and year first above written

Patsy C. Jenney, County Recorder
By *A. B. [Signature]*



850

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESIDENTIAL LOTS

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

YAVAPAI HILLS, INC., a Delaware corporation, recites

that:

1. It is the owner of that certain parcel of land situated in Yavapai County, Arizona, and more particularly described on Exhibit "A" attached hereto and made a part hereof.
2. On April 16, 1974, a subdivision plat embracing such parcel of land and entitled "Yavapai Hills Unit 1 - Phase 1" was recorded in Book 18 of Maps and Plats, pages 25-31, inclusive, records of the County Recorder of Yavapai County, Arizona.
3. An amended plat of the foregoing subdivision entitled "Yavapai Hills Amended Unit 1 - Phase 1" was recorded on June 4, 1974, in Book 18 of Maps and Plats, pages 35-41, inclusive, records of the County Recorder of Yavapai County, Arizona.

BOOK 950 PAGE 697

- 383 W-2
4. On April 16, 1974, an instrument captioned "Declaration of Covenants, Conditions and Restrictions for Residential Lots" was prepared and recorded in Book 906 of Official Records, pages 389-401, inclusive, records of the County Recorder of Yavapai County, Arizona, for the purpose of regulating the use and occupancy of the foregoing subdivision as it then existed.
 5. Events occurring subsequent to the recordation of the foregoing plats necessitated the recording of another subdivision plat embracing the same land and also entitled "Yavapai Hills Unit 1 - Phase 1," and such events further rendered the foregoing Declaration of Covenants, Conditions and Restrictions for Residential Lots obsolete and unsuitable to such subdivision as the circumstances now exist.
 6. YAVAPAI HILLS, INC. desires to amend the Declaration of Covenants, Conditions and Restrictions for Residential Lots recorded on April 16, 1974, by cancelling and revoking the same and substituting in lieu thereof the Amended Declaration of Covenants, Conditions and Restrictions for Residential Lots hereinafter set forth.

NOW, THEREFORE, YAVAPAI HILLS, INC. hereby amends the Declaration of Covenants, Conditions and Restrictions for Residential Lots recorded on April 16, 1974, by cancelling and revoking the same and substituting in lieu thereof the following:

**"AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RESIDENTIAL LOTS**

KNOW ALL MEN BY THESE PRESENTS:

YAVAPAI HILLS, INC., a Delaware corporation, is the owner of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots 1-22, inclusive, 30-100, inclusive, 102-113, inclusive, 115-146, inclusive, and 148-190, inclusive, Yavapai Hills Unit 1 - Phase 1, a subdivision in Yavapai County, Arizona, according to the plat of record recorded on the day of FEBRUARY, 1975, in Book 48 of Maps and Plats, pages 87 to 95, inclusive, records of the County Recorder of Yavapai County, Arizona.

181 LOTS
TOTAL