TOWN OF CAREFREE, ARIZONA RESOLUTION 2021-08

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, APPROVING APPLICATION 20-02-FP, A FINAL PLAT OF A RESIDENTIAL SUBDIVISION KNOWN AS ESTATES AT CAREFREE; AND IMPOSING CONDITIONS UPON SUCH APPROVAL.

WHEREAS, On January 28, 2021, Mr. Uri Schumm and Ms. Carole Carpenter (the "Applicant") submitted an application for approval of a Final Plat of a 6-lot residential subdivision known as Estates at Carefree located in a portion of the southeast quarter of Section 36, Township 6 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and;

WHEREAS, Said application and supporting documents have been on file in the Town Hall offices at 8 Sundial Circle in Carefree for review by members of the general public, and;

WHEREAS, On May 4, 2021, the Carefree Town Council met to discuss and consider the Subdivision and receive comments from the general public, at which time the Final Plat for the Subdivision was approved, subject to certain conditions which are addressed in the "Conditions for Approval" attached as Exhibit "A", and;

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Carefree, Maricopa County, Arizona as follows:

- Section 1. The Final Plat for Estates at Carefree and Legal Description, attached as Exhibits "B" and "C" are hereby approved.
- Section 2. The Town Engineer and the Applicant shall sign the Final Plat of the Subdivision and the Town Clerk shall transcribe a Certificate of Approval upon the Final Plat.
- Section 3. The Subdivision Improvement Agreement (Exhibit "D") between the Town of Carefree and the Applicant to the approval of the Town Administrator and upon approval shall be signed by the Mayor and the Applicant, and shall be recorded with the Final Plat.
- Section 4. The Conditions and Restrictions (the "CC&R's") are subject to the review of the Town Administrator and upon review shall be recorded with the Final Plat.

Section 5. The Town shall be provided copies of the recorded Final Plat, CC&R's and Subdivision Improvement Agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Carefree, Arizona, this Absent Absent Absent TOWN OF CAREFREE, an Arizona Municipal Corporation

TOWN OF CAREFREE, an Arizona Municipal Corporation

Les Peterson, Mayor

Kandace French Contreras, Town Clerk

APPROVED AS TO FORM:

Michael W. Wright, Town Attorney

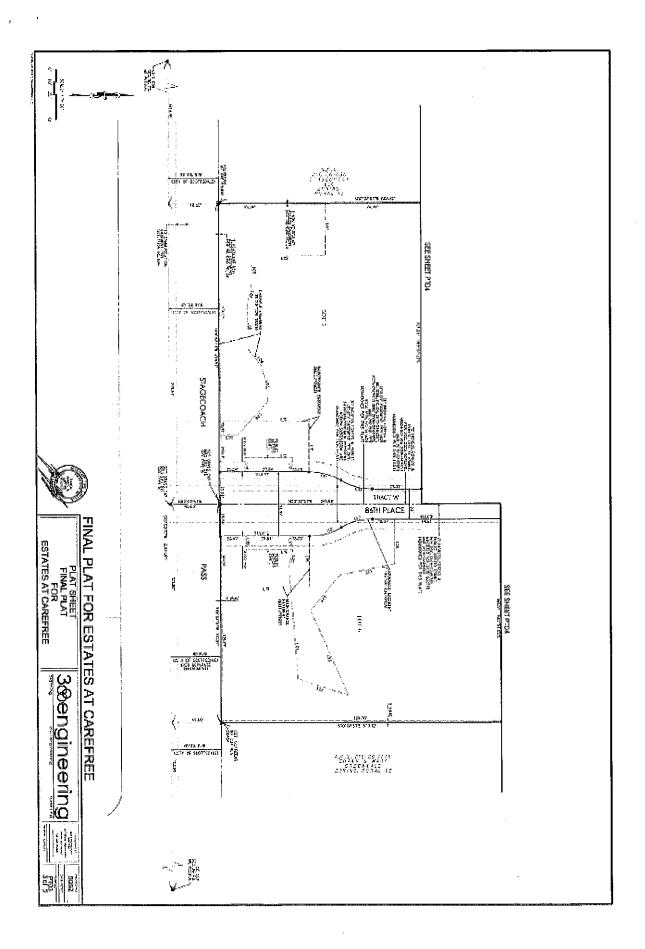
EXHIBIT 'A' CONDITIONS FOR APPROVAL FINAL PLAT (20-02-FP) ESTATES AT CAREFREE SUBDIVISION

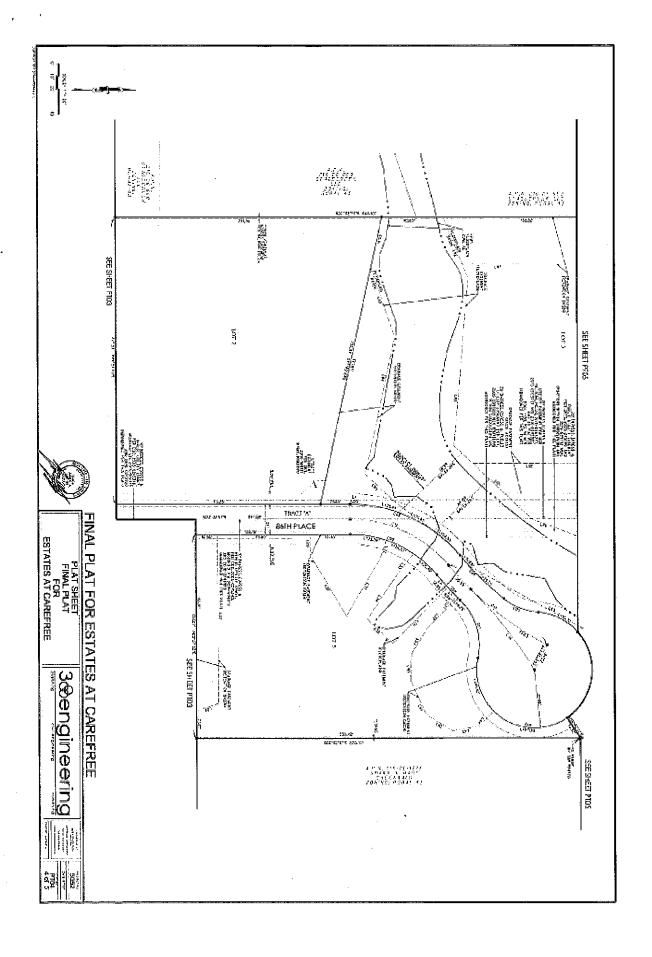
- 1. All utilities shall be placed underground.
- 2. All improvements including, but not limited to, streets, storm drainage and water lines shall be constructed as per Town of Carefree and MAG specifications. Pursuant to the Subdivision Ordinance waiver allowance, the private streets terminating in a cul-de-sac shall be allowed to exceed the length of 400 feet and no sidewalks or alleys shall be required. The Improvement Plans shall be approved prior to the issuance of any building permits.
- 3. Areas adjacent to or within the FEMA Flood Zone AE shall address lateral migration and scour potential. Erosion setbacks shall be defined that establish areas requiring engineered scour control measures for all development improvements.
- 4. Disturbance within the FEMA Flood Zone AE shall require a Floodplain Use Permit from the Flood Control District of Maricopa County.
- 5. Prior to the issuance of building permits, the developer shall obtain the required permits to comply with Maricopa County dust control standards and Arizona Department of Environmental Quality storm water management standards and policies.
- 6. Each lot shall be developed as a single, custom home according to the Town of Carefree Zoning and Building requirement. Under no circumstances shall the subdivision be mass graded and/or building pads established prior to the issuance of any building permit.
- 7. Residential fire sprinklers shall be installed in all residences.
- 8. All existing fences/walls shall be reconfigured and/or removed to meet the Zoning Ordinance and Building Code prior to the issuance of the infrastructure building permit.
- 9. Pursuant to the Subdivision Ordinance and Subdivision Improvement Agreement, the developer shall give the Town assurance in the form of 110% money or bond in the amount of the engineer's estimate of the construction cost for the on-site and off-site improvements.
- 10. After review by the Town Council, the Subdivision Improvement Agreement shall be recorded.
- 11. Declarations of Covenants, Conditions, and Restrictions (CC&Rs) shall be recorded with the Final Plat.
- 12. After approval and prior to recording, three (3) sets of the following documents shall be given to the Town:
 - a. The approved and signed final plat map.
 - b. The approved and signed Subdivision Improvement Agreement.
 - c. The approved and signed CC&R's.
 - d. Electronic copy of the Final Plat and associated documents.

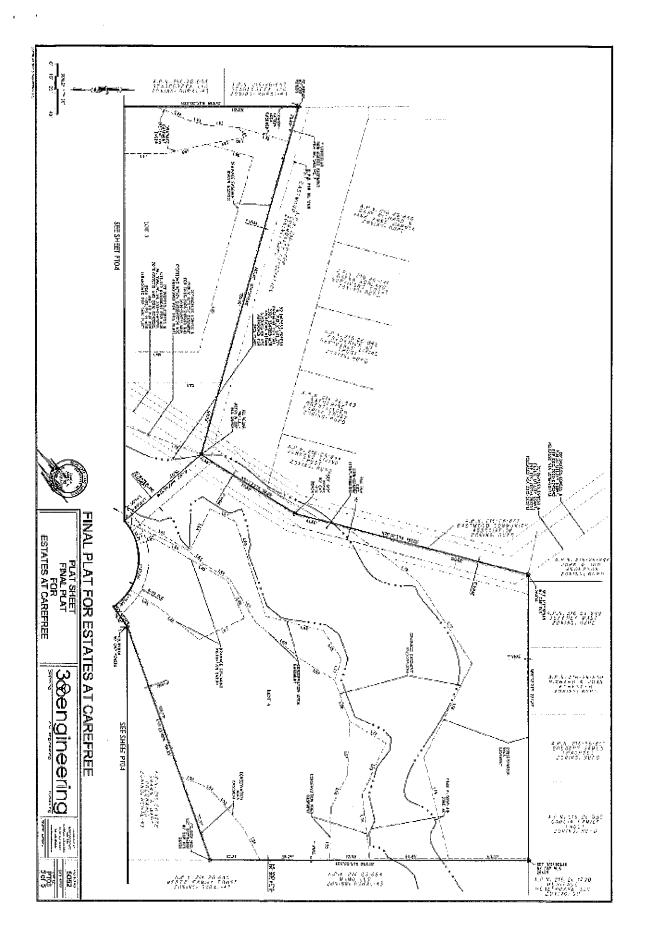
13. After recording, the applicant shall file one copy of the above information with the County, one with the Town of Carefree and retain one copy for their records.

EXHIBIT 'B' FINAL PLAT ESTATES AT CAREFREE SUBDIVISION

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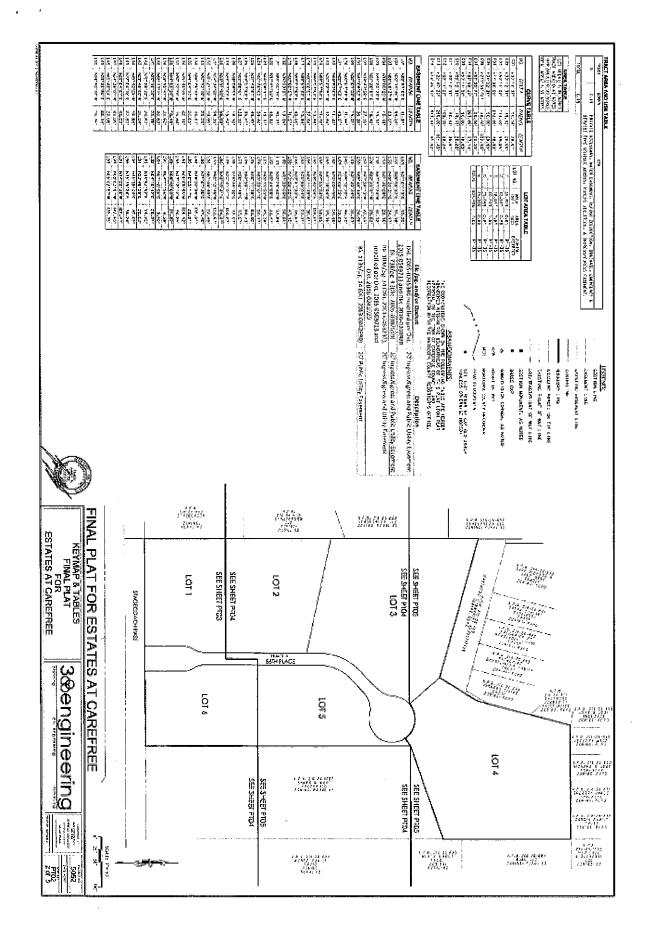


EXHIBIT 'C' LEGAL DESCRIPTION ESTATES AT CAREFREE SUBDIVISION

LEGAL DESCRIPTION: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT A, OF ESTATES OF CAREFREE, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1458 OF MAPS, PAGE 2 AND IN BOOK 1456 OF MAPS, PAGE 18.

APN: 216-26-887

EXHIBIT 'D' SUBDIVISION IMPROVEMENT AGREEMENT INCLUDING ATTACHEMENTS ESTATES AT CAREFREE SUBDIVISION

When recorded, return to: The Town of Carefree Attn: Kandace French Contreras PO Box 740 Carefree, AZ 85377

SUBDIVISION IMPROVEMENT AGREEMENT

Estates at Carefree Carefree, Arizona

This Subdivision Improvement Agreement is made this day of May, 2021, between the Town of Carefree, Arizona, an Arizona municipal corporation (the "Down"), and Uri Schumm and Carol Carpenter, Owners (the "Developer").

RECITALS

- A. The Developer has submitted to the Town for approval an Application for Final Plat, the final plat which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Final Plat"), for a subdivision (the "Subdivision"), to be known as Estates at Carefree located west of the NWC or Pima Road and Stagecoach Pass, the legal description of which is attached hereto as Exhibit "B".
- B. The Final Plat approval shall become effective upon the signing and recording of the Final Plat.
- C. This Agreement will alleviate or minimize any adverse impact that the Subdivision may otherwise have upon traffic circulation, and groundwater supply of the Town, rainwater drainage, emergency vehicle access, the natural Sonoran Desert environment, the semi-rural atmosphere in that portion of the Town, and the value of surrounding properties.
- D. The Developer has considered the covenants, terms and conditions set forth in this Agreement, and acknowledges and agrees that each of the covenants of the Developer set forth herein are material to the mitigation or alleviation of the potential adverse impact of the Subdivision described in Recital C above, that the Town has approved the Final Plat in reliance upon such covenants, and that the Town will be damaged in the event that the Developer breaches such covenants.

AGREEMENTS

NOW, THEREFORE, in consideration of the matters set forth in the Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

1 TOWN'S AGREEMENTS

1.1 <u>Final Plat Approval</u>. Subject to the Town of Carefree 1995 Subdivision Ordinance and any amendments thereto (the "Ordinance"); approval of the Final Plat shall not be revoked by the Town except upon breach of this Agreement by the Developer.

2 DEVELOPER'S AGREEMENTS

- 2.1 <u>Private Roadways</u>. The Final Plat will dedicate the internal roadways, if any, to Estates at Carefree Community Association (the "Association"). All landscaping, paving, concrete and lighting will be the maintenance responsibility of the Developer until conveyed to the Association at which time such responsibilities shall be those of the Association.
- 2.2 <u>Residential Fire Sprinklers</u>. In order to ensure safety and protection to life and property, all residential homes within the Subdivision shall provide an individual fire sprinkler system. Such systems shall be reviewed and approved by the Town of Carefree and Rural Metro Corporation.
- 2.3 <u>Construction Procedures</u>. In order to minimize the disruption and damage that may be caused by the construction of the Subdivision, and upon recordation of the Agreement and the Final Plat in the Official Records of Maricopa County, the Developer agrees as follows:
 - 2.3.1 <u>Off-Site Improvements</u>. All off-site improvements including streets, storm drainage, sanitary sewage disposal, and water supply systems will be substantially constructed as per the approved Improvement Plans for Estates at Carefree prepared by 3 Engineering (the "Improvement Plans").
 - 2.3.2 Protected Plants, Slope Restoration, Landscape Plan and Lighting Plan. All protected plants (as defined in Article IX, Section 9.13 (1) (D) and Table 9.1 of the Town of Carefree Zoning Ordinance) shall be removed by the Developer from areas to be disturbed in the construction of streets and other improvements, and shall be relocated to a nursery area prior to grading. All areas that are disturbed by construction activities shall be revegetated by the Developer with the native plants in the nursery. Graded areas, medians, and edges of roads shall be landscaped as per the approved Landscape Plan prepared by Design Ethic.
 - 2.3.3 <u>Dust Control</u>. The Developer shall take whatever steps, procedures, or means required to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Town Engineer and in accordance with the requirements of the Maricopa County Environmental Services Department.

- 2.3.4 <u>Grading and Dumping</u>. No grading or dumping of material shall take place outside of the approved roadways without a permit from the Town authorizing the same and shall comply with all Illicit Discharge and Connection Ordinance (storm water) requirements. No lot shall be graded without the approval of a Carefree building permit.
- 2.3.5 <u>Assurance</u>. Prior to the issuance by the Town of the building permit for construction of the Improvement Plans improvements and in conformance with Section 424 of the Subdivision Ordinance, the Developer shall deliver to the Town a performance bond valued at \$714,600.70. This Construction Completion Assurance shall be conditioned upon the completion of all off-site improvements within the Subdivision, pursuant to and in accordance with MAG specifications and all other applicable statutes, ordinances, and regulations. The total amount of the security to be posted shall be equal to 110% of the estimated construction cost, attached as Exhibit "C". The monetary assurances posted pursuant to this paragraph shall serve to guarantee the Developer's performance which shall be subject to acceptance of the improvements by the Town of Carefree.
- 2.3.6 <u>Commencement of Construction</u>. Developer agrees to not commence construction until a building permit has been issued and paid in accordance with Section 404 of the Ordinance.
- 2.3.7 <u>Contractors</u>. Developer agrees to provide Town with a complete list of all contractors who have worked on the project together with the amount paid each and their sales tax numbers prior to Town's final inspection of the project.
- 2.3.8 <u>Building Design</u>. The design of the residential structures for each lot shall meet or exceed the design standards as set forth in the approved *Design Guidelines*, attached as Exhibit "D".
- 2.4 <u>Water and Sewer</u>. All Water and Sewer Improvements shall be constructed as approved by Maricopa County Environmental Services Department.
 - 2.4.1 <u>Carefree Water Company</u>. Water facilities shall be constructed as per Improvement prepared by Bowman Consulting Group, Ltd. and in accordance with any line extension agreement between the Developer and Carefree Water Company.
 - 2.4.2 <u>Hydrants</u>. Fire hydrants shall be installed as required by Rural Metro Fire Department.
- 2.5 <u>100-Year Flood Limits</u>. The final plans should show the limits of the floodway that would be caused by a 100-year flood. No building sites shall be within the limits of a 100-year floodway. At the time of application for a residential building permit, the applicant shall provide a drainage study prepared by a civil engineer registered in the State of Arizona that assures that the lowest finish floor elevation is a minimum of 1.0 foot above the 100 year storm water surface elevation. The drainage study shall also recommend, if necessary, drainage structures such as culverts, rip-rap, retaining walls, channels, or berms. The drainage study shall ensure that site drainage and grading will be done with minimum disruption to any Unit, and surface drainage shall not drain to adjoining Units or open spaces except as established by natural drainage patterns.

- 2.5.1 <u>Utility Easements</u>. The Final Plat shall provide for such public utility easements as required for electrical, telephone, and cable television service. All utilities will be installed underground.
- 2.5.2 <u>Covenants, Conditions and Restrictions</u>. In order to ensure that the protections provided by this agreement are continued after completion of the Subdivision, the Developer and the Homeowners' Association shall submit to the Town all revisions to the CC&R's that materially impact the requirements herein.

3 GENERAL PROVISIONS

- 3.1 <u>Compliance with Laws</u>. Except to the extent expressly provided otherwise in this Agreement, Developer shall comply with all applicable Ordinances and regulations of the Town including, without limitation, the Resolution approving the Final Plat, the Ordinance, the Zoning Ordinance, the Town of Carefree Excavation and Construction in Public Rights-of-Way Code, and all other applicable statutes, regulations and rules of general application.
- 3.2 <u>MAG Specifications</u>. The MAG Specifications are hereby incorporated herein by reference and, unless otherwise expressly provided herein, all provisions thereof shall be applicable to all work performed by the Developer under this Agreement or otherwise with respect to the off-site improvements for the Subdivision, including without limitation, the guarantee and warranty provisions of Section 108.8 of the MAG Specifications. There are no other specifications for construction identified herein other than those in the approved Improvement Plans.
- 3.3 <u>Events of Default</u>. The following events shall constitute an "Event of Default" under this agreement.
 - 3.3.1 <u>Breach of Covenants</u>. Except as provided in Section 3.3.2, failure by either party to duly observe or perform any covenants, condition or agreement in this Agreement to be performed by such party for a period of fifteen (15) days after written notice from the other party specifying such failure and requesting that it be remedied, unless within such fifteen (15) days the default party shall have commenced and be diligently pursuing in good faith to completion all appropriate action;
 - 3.3.2 <u>Abandonment</u>. Developer's abandonment of the Subdivision, which shall be deemed to occur if the Developer fails to perform any work on the streets or other offsite improvements of the Subdivision for a period of thirty (30) consecutive days after commencement of construction; or
 - 3.3.3 <u>Insolvency</u>. Insolvency shall be deemed to have occurred when a receiver or trustee is appointed for Developer of its property; or Developer makes an assignment for the benefit of its creditors, or Developer becomes insolvent, or a trustee sale or judicial foreclosure is commenced with respect to any lien secured by Developer's interest in the Subdivision, or a petition is filed by or against Developer pursuant to any provision of the United States Bankruptcy Act, as amended, and not discharged or stayed within ninety (90) days of such filing.

- Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have all remedies available at law or in equity. In addition to an not in lieu or limitation of the foregoing, the Developer acknowledges and agrees that Town will be injured as a result of an Event of Default, by the Developer and that except with respect to obligations that are secured by the deposits provided pursuant to Section 2.3.6 it would be extremely difficult to quantify any such injury, in monetary terms, and that such injury, if not restrained, may be irreparable. Accordingly, the Developer agrees that the Town shall have the right to specifically enforce the obligations of the Developer under this Agreement and to obtain injunctive relief against violations by Developer of its obligation under this Agreement without being required to prove elements customarily required for such forms of equitable relief. Nothing herein shall be deemed to limit or waive any right or remedies that the Town may have under the security provided pursuant to Section 2.3.5.
- 3.5 Successors. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective successors or assigns, as the case may be.
- 3.6 Waiver. Any Waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or any other provision of the Agreement. Failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be construed a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver shall be effective only in writing and executed by the parties sought to be charged with such waiver. No provision of this Agreement may be modified or amended except in writing executed by the parties sought to be charged with such modification or amendment.
- 3.7 Notices. Any notice or communication to be given under the terms of this Agreement ("Notice"), shall be in writing and shall be personally delivered or sent by telefax, facsimile transmission or mail. Notice shall be effective (a) if personally delivered, when delivered; (b) if by facsimile transmission, on the next business day after transmission thereof on a facsimile machine; and (c) if mailed at midnight, on the second (2nd) business day after deposit in the mail with postage prepaid. Notice shall be addressed as follows:

If to the Town:

The Town Administrator

Attn: Gary Neiss PO Box 740

Carefree, AZ 85377

If to the Developer:

Estates at Carefree Attn: Uri Schumm P.O. Box 2480

Carefree, AZ 55377

or at such other address as a party may from time to time designate by notice hereunder.

3.8 Attorney Fees. In the event either party hereto institutes any action or other proceedings to enforce any rights arising under this Agreement, the party prevailing in such action or other proceedings shall be awarded by the Court all reasonable costs and attorney fees incurred.

- 3.9 Third-Party Beneficiaries. Except as otherwise expressly provided herein, nothing in the Agreement, express or implied, is intended to confer any rights or remedies under or by reason of the Agreement on any person other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party of this Agreement.
- 3.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- In the event that any provisions, or portions thereof, of this 3.11 Severability. Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or proton thereof shall not be affected thereby and effect shall be given to the intent manifested by remaining provisions, of portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town this day of may, 2021.

Ayes 6 Nays 9 Abstentions

Absent Ø

Les Peterson, Mayor

Attest:

Kandace French, Town Clerk

Approved as to Form:

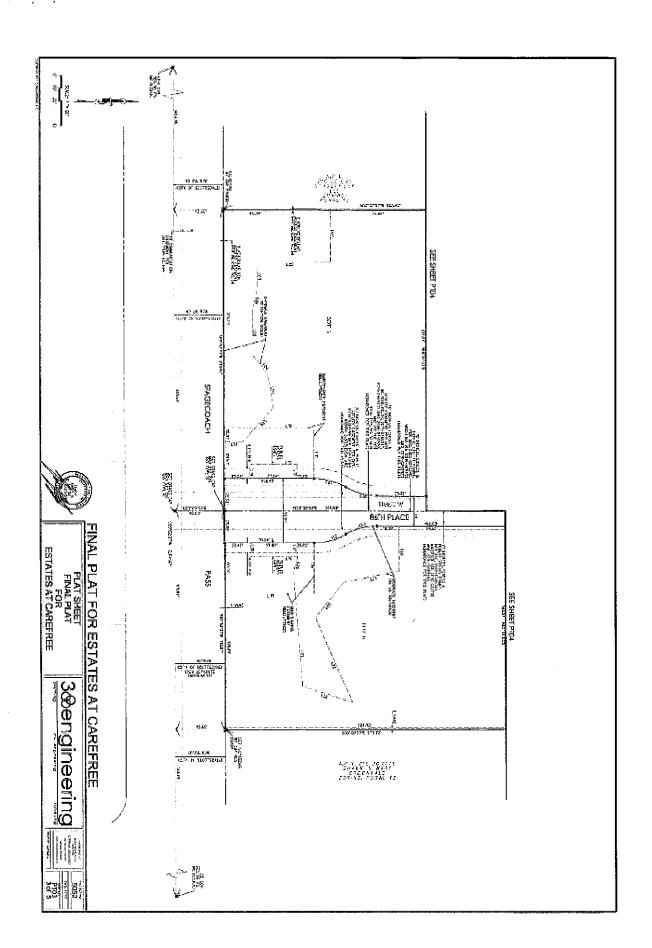
Michael Wright, Town Attorney

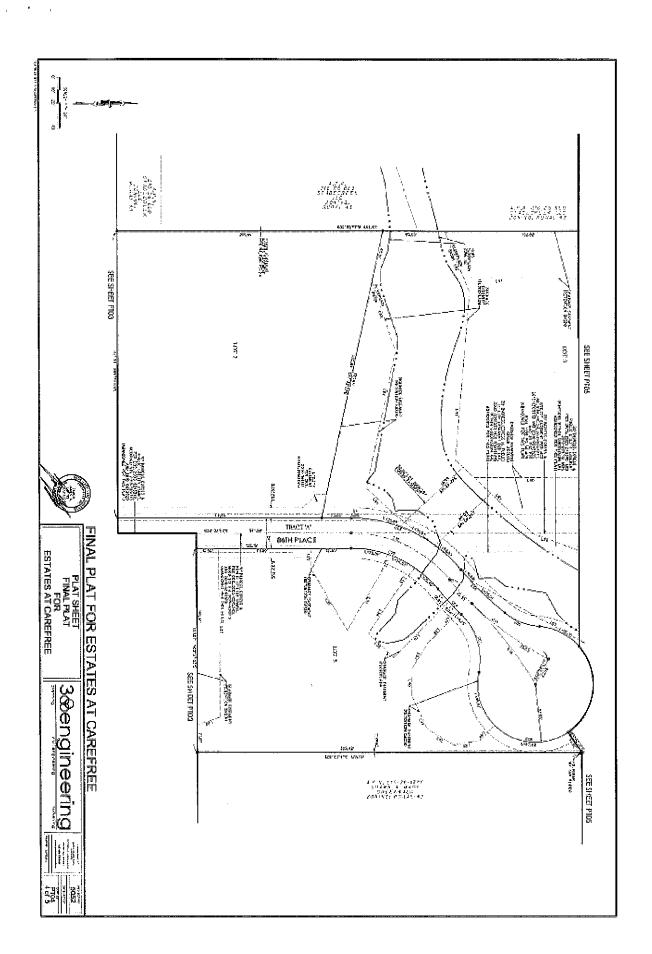
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By: TOWN	OF CAREFREE An Arizona municipal corporation
Ву:	EX Allas
By: URI S	CHUMM AND CAROL CARPENTER Owners
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STATE OF ARIZON	A }
	} ss.
County of Maricopa	}
The foregoing was ac Town of Carefree, on behalf	knowledged before me this 5 th day of May, 2021 by of the Town.
SAMANTHA J. Notary Public - Maricopa C Commission Froires	Arizona Sunty NOTARY PUBLIC

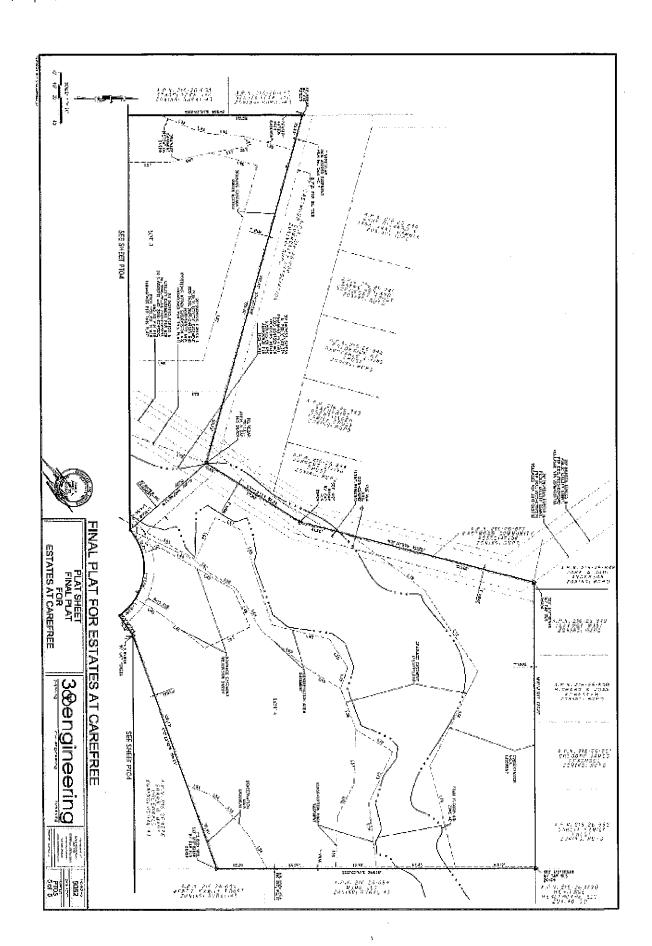
My Commission Expires 07.01.2023

EXHIBIT A

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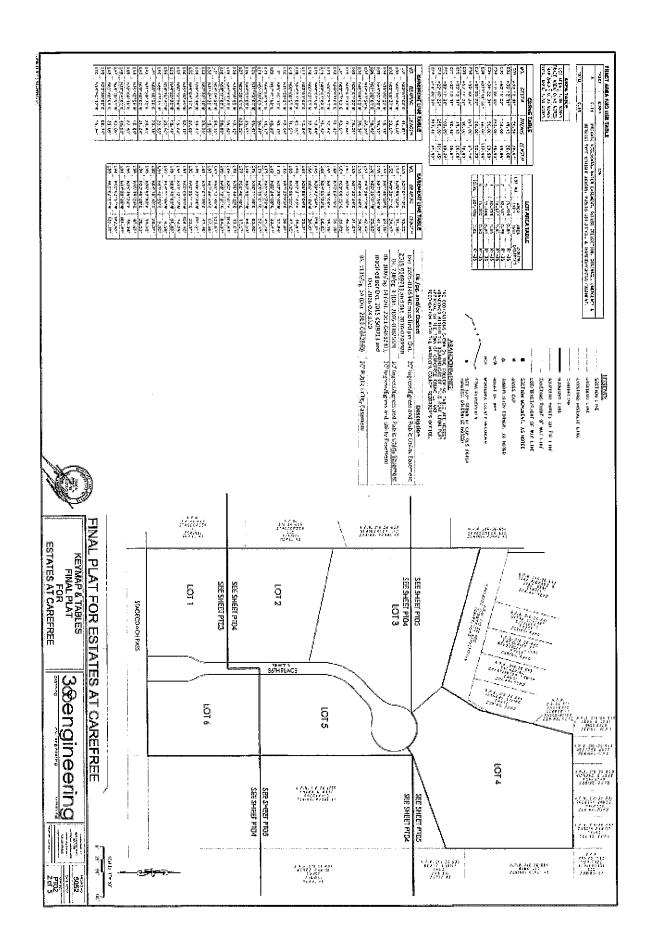


EXHIBIT B

LEGAL DESCRIPTION: THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT A, OF ESTATES OF CAREFREE, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1458 OF MAPS, PAGE 2 AND IN BOOK 1456 OF MAPS, PAGE 18.

APN: 216-26-887

Exhibit C

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LANDSCAPE
LANDSCAPE & THEME WALLS

\$150,000.00

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TOTAL

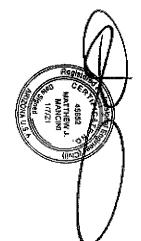
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ENGINEER'S COST ESTIMATE



1 of 1