RESOLUTION 2243

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CHILSON RANCH DEVELOPMENT AGREEMENT.

WHEREAS, the Town and Hurlburt Development, Inc. (the "Developer") entered into a Development Agreement dated March 15, 2006 (the "Agreement"); and

WHEREAS, the Developer has obtained an additional seven (7) acre parcel located to the east of the real property subject to the Agreement, commonly know as the Creach Property and desires to have the development of this additional parcel included in the Agreement; and

WHEREAS, the Developer has submitted a new site plan and a new development plan that encompasses both the original property and the Creach Property; and

WHEREAS, pursuant to Sections 1.1(b) and 5.9 of the Agreement, the Town and the Developer desire to amend the Agreement.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the First Amendment to the Chilson Ranch Development Agreement be and is hereby approved in substantially the form set forth in Exhibit "1" attached hereto.

Section 2. That the Mayor of the Town of Payson, be and is hereby authorized to execute the First Amendment to the Chilson Ranch Development Agreement, in substantially the form set forth in Exhibit "1" attached hereto and made a part hereof by this reference as though set forth in full at this point.

Section 3. That the Town of Payson be and is hereby authorized to take such other and further measures and actions as are necessary or appropriate to carrying out the terms, provisions and intent of said Amendment and this Resolution.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON this _____ day of _____, 2007, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

_____
F. Robert Edwards, Mayor

ATTEST:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

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MEMO

TO: Mayor and Town Council

FROM: Jerry Owen, Community Development Director

DATE: March 1, 2007

SUBJECT: Chilson Ranch Development Agreement Amendment

At the December 14, 2006 Council meeting, Council directed the Town Attorney to prepare an amendment to the original Development Agreement. Staff notes that the master development plan presented at that time has been modified by the developer to increase the number of residential units from 150 to 153. Staff has reviewed the revised Exhibit B document and the developer's affordable/workforce housing contribution letter – Exhibit C. Staff can not endorse Exhibit C as a valid contribution toward the Town's Affordable/Workforce Housing Program for the reasons outlined in the attached memo from Bethany Beck. Staff expected a revised proposal but has not receive one as of February 22, 2007.

Memorandum

To: Jerry Owen

From: Bethany Beck

Date: February 12, 2007

Re: Chilson Ranch Affordable Housing Proposal

I reviewed the proposed Chilson Ranch affordable housing provisions and cannot endorse them as a valid contribution from the developer toward the Town's Affordable/Workforce program.

The crux of the Chilson Ranch proposal is that the developers will work with the Arizona Housing Finance Authority to provide assistance through the AzHFA's Mortgage Revenue Bond (MRB) program, the Mortgage Credit Certificate (MCC) program and the Down Payment Assistance (DPA) program.

My primary objection to the Chilson Ranch proposal is that these programs are already available to first-time homebuyers in Payson and are administered by the Arizona Department of Housing and local lenders. While it would be helpful for the developers to inform potential buyers of these programs, the developer's role would be minimal.

It's also important to note that the three programs referred to are extremely restricted due to limits on household income and purchase price, so even if the Town opts to accept the developer's "coordination" with the AzHFA as a valid contribution, the potential benefits to affordable and workforce housing in Payson are overstated. For example:

- Homebuyers *cannot* utilize both the MRB (which provides a low-interest mortgage) and the MCC (which provides a federal income tax credit), they must choose one or the other. They may use the DPA with either the MRB or the MCC, but not with both.
- All three of the aforementioned programs have an income limit of $54,900 for up to two people and $63,135 for three or more people. That means that a household of three or more people at the $63,135 limit would qualify for a maximum purchase price of $210,000 based on a 30-year mortgage, 5% down payment and an MRB loan rate of 5.5%. However, this buyer would *not* be eligible for DPA funds because the maximum home price for down-payment assistance is $200,000.
- That same scenario for a household of two at the income limit would be able to afford a maximum purchase price of $180,000. This household *would* be eligible for DPA funds, but, because the household income is above 80% of the Area Median Income (AMI), they would be limited to a 5% down payment ($9,000) and no closing cost assistance.
- The DPA funds vary depending on the household income. In order to qualify for the "up to $20,000" referred to in the Chilson Ranch proposal, the household income must be below 60% of the AMI, which is $25,620 or less for a family of four. Assuming that this family receives the maximum down payment assistance available (15% of the purchase

price) and the MRB loan rate, they would qualify for a home priced at $104,000. Although the price of the Chilson units is not yet determined, based on the local housing market, I don't expect it to be in that range.

In summary, while I encourage all developers to advocate the AzHFA programs, that in itself does not represent an acceptable contribution to Payson's affordable and workforce housing.

Summary of programs from Arizona Housing Finance Authority

MCC (Mortgage Credit Certificate)

- First-time homebuyers
- Reduces the borrower's federal income taxes, which, in effect, creates additional income for the borrower to put toward monthly mortgage payment.
- *Cannot* be combined with MRB (Mortgage Revenue Bond)
- Can be combined with ADOH down payment & closing cost assistance
- Works best for buyers at or above 80% AMI
- Purchase Price limit: $237,031
- Income limit: $54,900 for up to 2 people or $63,135 for 3 or more people

MRB (Mortgage Revenue Bond)

- First-time homebuyers
- Offers loans at approx. 1% below market
- *Cannot* be combined with MCC
- Can be combined with ADOH down payment & closing cost assistance
- Purchase Price limit: $237,031
- Income limit: $54,900 for up to 2 people or $63,135 for 3 or more people

Homes for Arizonans

- First-time homebuyers
- Purchase price maximum for Gila County: $200,160
- Amount of assistance depends upon (a) the amount of household income, (b) purchase price of home or appraised value, whichever is less, (c) actual closing costs, (d) amount of household savings and assets, (e) other gifts or assistance the buyer may be receiving.
- Households above 80% AMI can receive up to 5% of the purchase price (or appraisal, whichever is less)
- Households between 60-80% AMI can receive up to 10% of the purchase price (or appraisal, whichever is less), plus up to $3,000 for closing costs.
- Households below 60% AMI can receive up to 15% of the purchase price (or appraisal, whichever is less), plus up to $3,000 for closing costs.
- Maximum assistance is $20,000 in combined assistance.
- *Must* be combined with either the MCC or MRB if the buyer is above 80% AMI.
- Repayment is in the form of a 0% interest, deferred payment loan and must be repaid when the unit is sold or no longer occupied as the primary residence of the assisted household.
- Income limit: $54,900 for up to 2 people or $63,135 for 3 or more people

WHEN RECORDED, RETURN TO:
Silvia Smith, Town Clerk
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to the Development Agreement (the "Amendment") is entered on this ____ day of _____, 2007, by and between the Town of Payson, a municipal corporation of the State of Arizona ("Town"), and Hurlburt Development, Inc., an Arizona corporation ("Developer") (collectively the "Parties").

RECITALS

A. The Town and Developer entered into that certain Development Agreement dated March 15, 2006, and recorded in the official records of Gila County Arizona, on April 18, 2006, at recording number 2006-006654 (the "Agreement").

B. Developer has obtained an additional seven (7) acre parcel located to the east of the real property subject to the Agreement, commonly know as the Creach Property and desires to have the development of this additional parcel included in the Development Agreement.

C. Developer has submitted a new site plan and a new development plan that encompasses both the original property and the Creach Property.

D. The Common Council of the Town has reviewed the new site plan and has approved in concept such site plan with conditions.

E. On December 14, 2006, the Common Council of the Town temporarily eliminated the twenty (20) peak equivalent residential unit ("ERU") rule and allowing use of Town municipal water for new development of any size, and repealed Ordinance 579 (allowing up to sixty (60) ERU's in the Green Valley Redevelopment Area). Such temporary elimination and repeal is effective for a one year period.

F. Pursuant to Sections 1.1(b) and 5.9 of the Agreement, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

EXHIBIT 1 TO RESOLUTION 2243

1. The Property covered by and subject to the Agreement is hereby amended and is designated as the real property described in Exhibit A, attached hereto and incorporated herein, which is deemed to be the Property from and after the date of this Amendment for all intents and purposes.

2. The Development Plan, including the Site Plan, as set forth and described in the Agreement is hereby modified, amended and superseded by the Development Plan, together with the site plan and the phasing and construction schedule with dates, which is attached hereto as Exhibit B and incorporated herein, which shall be deemed to be the Development Plan from and after the date of this Amendment for all intents and purposes.

3. The Developer shall made an affordable housing contribution as detailed in Exhibit C, attached hereto and incorporated herein by this reference.

4. Paragraph 2.6 of the Agreement is amended, and as amended shall read as follows:

   2.6 Water Development and Services. The Town elects not to purchase two wells on the Property owned by Developer.

   On December 14, 2006, the Town passed Ordinance 696 repealing Ordinance 579 and eliminating the 20 peak equivalent residential units ("ERU's") rule, effective until January 31, 2008. During the effective period of Ordinance 696, development on the Property is not limited to a specific number of ERU's. If the Town does not renew the provisions of Ordinance 696, the Town and Developer hereby acknowledge that Developer is entitled to eighty (80) ERU's for use anywhere on the Property, in addition to any ERU's Developer has purchased from the Tower well and assigned to the Property.

   Developer understands that whatever water Developer acquires from the Town for use on the Property shall be at the then effective rate at the time of purchase of such water from the Town.

   Developer shall indicate in any declaration of covenants, conditions and restrictions governing the Property that no private homeowner within the Property shall drill his/her own well. Any declarations of covenants, conditions and restrictions governing the Property shall also prohibit landscaping with lawns, and shall promote natural vegetation and area plants consistent with any Town beautification or conservation code or ordinance, rule or regulation.

5. Paragraph 2.10 of the Agreement is amended, and as amended shall read as follows:

   2.10 Park Dedication; Fees. As part of its development of the Property, Developer shall develop as a community park (the "Park") approximately 3.04 acres in

the American Gulch area as generally depicted on attached Exhibit B. The Park shall have a public access easement from Green Valley Park on the West to the Eastern boundary of the Property. Developer shall construct within such easement on its Property landscaping, a sidewalk and compacted all weather trail, and walkway lighting.

It is contemplated that the Developer will incur significant expenses in engineering and developing the Park. Except as otherwise provided in this Paragraph, Developer may retain the Park as a private amenity, but reserves the right to enter into agreements with the Town to dedicate the Park to the Town in the future upon mutually acceptable terms.

If the Developer joins an improvement district for the American Gulch and the terms of such improvement district are contrary to any provision in this Paragraph, the terms of the improvement district shall control.

6. Paragraph 1.3 (Moratoria) of the Agreement provides protections for the commercial component and 72 residential units of the original Development Plan. Such protections shall remain in effect for the commercial component and the first 72 units of the new Development Plan, but such protections shall not be applicable to the additional 81 units contemplated by the new Development Plan.

7. The Parties acknowledge and agree that pursuant to Section 5.6(a) of the Agreement, the Developer may assign its right and obligations under the Agreement to a limited liability company in which Developer is a member and/or manager.

8. The following terms and obligations shall apply to the East/West Roadway shown on the site plan:
   A. In order for the East/West Roadway to connect to Green Valley Parkway on the west side of the Property, a future roadway will need to be constructed upon the land of the property owner to the west. A four party contractual arrangement exists for the construction of the roadway that will connect the East/West Roadway from the east edge of the Property to McLane.
   B. The Developer, successors, or assigns shall construct the East/West Roadway in compliance with the Town of Payson standards for a collector street and shall include a fifty (50) foot minimum right of way.
   C. The East/West Roadway shall initially be a private street and all maintenance of and liability for the East/West Roadway shall be the responsibility of the Developer, successors, or assigns.
   D. At such time as both (i) a public roadway connecting Green Valley Parkway to the west edge of the Property is constructed and dedicated to the Town and (ii) a roadway connecting McLane to the east edge of the property is constructed and dedicated to the Town, the Developer, successors, or assigns shall (i) remove the cul de sac on the west end of the East/West Roadway and improve the East/West

Roadway to the west edge of the Property, (ii) improve the East/West Roadway to the east edge of the Property, and (iii) dedicate the entire East/West Roadway to the Town as a public road.

E. Prior to the Town accepting any public infrastructure improvements, the Developer, successor, or assigns shall post a bond or other equivalent security for its obligations under Subsection D above in an amount as determined by an engineer's estimate and approved by the Town of Payson.

F. The sections of roadway needed to connect the East/West Roadway to Green Valley Parkway and McLane Road are not owned by the Developer. Although Developer, successors, or assigns shall not be responsible for the construction of such roadway sections, Developer, successors, or assigns shall not oppose or take any actions to prevent or delay the construction of such roadway sections.

G. The terms of this paragraph 8 shall be included on the final plat and in any declaration of covenants, conditions and restrictions governing the Property. Prior to any assignment of the Agreement, the Developer shall require any assignee to explicitly acknowledge the terms of this paragraph. Developer, successors, or assigns shall include information that the Roadway will, at a future date, be dedicated to the Town as a public road in its sales materials.

9. Developer shall make reasonable efforts to design and construct buildings so that they do not exceed thirty two (32) feet in height; but in no case shall any building be higher than thirty five (35) feet. Notwithstanding the foregoing to the contrary, the Parties acknowledge that some of the buildings shall exceed thirty two (32) feet in height, but shall not exceed thirty-five (35) feet.

10. If Developer provides the Town with written documentation that the adjoining property owner to the West does not object to the placement of a stable, corral and other equestrian amenities as shown on the Site Plan, the Town shall waive all applicable zoning setbacks for equestrian use.

11. All other terms and conditions of the Agreement except as specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

HURLBURT DEVELOPMENT, INC.,
an Arizona corporation

By_____
Hallie Overman, President

TOWN OF PAYSON,
An Arizona municipal corporation

By_____
F. Robert Edwards, Mayor

ATTESTED BY:

_____
Silvia Smith, Town Clerk

APPROVED AS TO FORM:

_____
Samuel I. Streichman, Town Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing Development Agreement was acknowledged before me this ____ day of _____, 2007, by Hallie Overman, the President of HURLBURT DEVELOPMENT, INC., an Arizona corporation, for and on behalf of said corporation

_____
Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Gila)

The foregoing Development Agreement was acknowledged before me this ____ day of _____, 2007, by F. Robert Edwards, the Mayor of the Town of Payson, for and on behalf of the Town.

_____
Notary Public

My Commission Expires:

Exhibit A to the First Amendment to the Development Agreement

LEGAL DESCRIPTION

PARCELS 3F-1 AND 3F-2 OF R.O.S. 2725, GILA COUNTY RECORDS, SITUATED IN A PORTION OF THE NW 1/4 OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 10 EAST, GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 9, SAID CORNER ALSO BEING CORNER #6 OF H.E.S. 127;

THENCE N.0°02'15"W. A DISTANCE OF 222.26 FEET TO A POINT, SAID POINT BEING CORNER #1 OF H.E.S. 127;

THENCE S.68°20'40"E. A DISTANCE OF 158.06 FEET TO CORNER #2 OF H.E.S. 127;

THENCE S.86°00'00"E. A DISTANCE OF 88.16 FEET TO THE .W. CORNER OF A.P.N. 304-06-200;

THENCE N.0°52'00"E. A DISTANCE OF 138.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF W. MAIN STREET;

THENCE S.85°57'09"E. ALONG SAID SOUTH LINE A DISTANCE OF 84.10 FEET;

THENCE S.0°52'00"W. A DISTANCE OF 168.10 FEET TO A POINT;

THENCE S.88°19'20"E. A DISTANCE OF 123.30 FEET TO A POINT;

THENCE S.88°37'34"E. A DISTANCE OF 66.22 FEET TO A POINT;

THENCE N.1°36'52"W. A DISTANCE OF 25.00 FEET TO A POINT;

THENCE S.89°38'16"E. A DISTANCE OF 267.33 FEET TO A POINT;

THENCE S.1°20'55"W. A DISTANCE OF 1131.46 FEET TO A POINT;

THENCE N.0°03'34"W. A DISTANCE OF 330.00 FEET TO THE S.E. CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 9;

THENCE N.89°55'25"W. A DISTANCE OF 659.73 FEET TO THE S.W. CORNER OF THE S.E. 1/4 OF THE N.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 9;

THENCE N.0°02'15"W. A DISTANCE OF 660.59 FEET TO THE POINT OF BEGINNING.

(CONTAINING IN ALL APPROXIMATELY 16.975 AC.)

CREECH PROPERTY LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 10 NORTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN BEING DESIGNATED AS PARCEL "A" ACCORDING TO RECORD OF SURVEY MAP NO. 294 & 294A, GILA COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT G.L.O. BRASS CAP COR #1 HES 127 ACCORDING TO "RECORD OF SURVEY" BY RAY JONES SURVEYING DATED AUGUST 16, 2004;

THENCE S 00°02'15" E A DISTANCE OF 882.85 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE S 89°55'25" e A DISTANCE OF 659.73 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE S 00°03'34" E A DISTANCE OF 330.00 FEET TO A POINT;

THENCE S 89°55'38" E A DISTANCE OF 157.66 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL "A" AND THE POINT OF BEGINNING;

THENCE N 01°20'55" E A DISTANCE OF 545.56 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE S 89°28'41" E A DISTANCE OF 594.87 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL, SAID POINT ALSO BEING A POINT S 12°30'19" E OF THE NORTHWEST CORNER OF LOT 6, R.G. CHAMBER PROPERTY, PLAT MAP NO. 105, GILA COUNTY RECORDS;

THENCE S 12°30'19" E A DISTANCE OF 256.36 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 9 OF SAID R.G. CHAMBERS PROPERTY;

THENCE N 77°22'33" E A DISTANCE OF 147.15 FEET TO A POINT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE S 12°29'42" E A DISTANCE OF 29.30 FEET TO A POINT;

THENCE S 77°15'32" E A DISTANCE OF 320.43 FEET TO A POINT;

THENCE S 00°22'03" W A DISTANCE OF 224.53 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE N 89°46'38" W A DISTANCE OF 499.15 FEET TO THE SOUTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED AND THE POINT OF BEGINNING AND CONTAINING 314,916.8 SQUARE FEET OR 7.23 ACRES MORE OR LESS.

EXHIBIT B

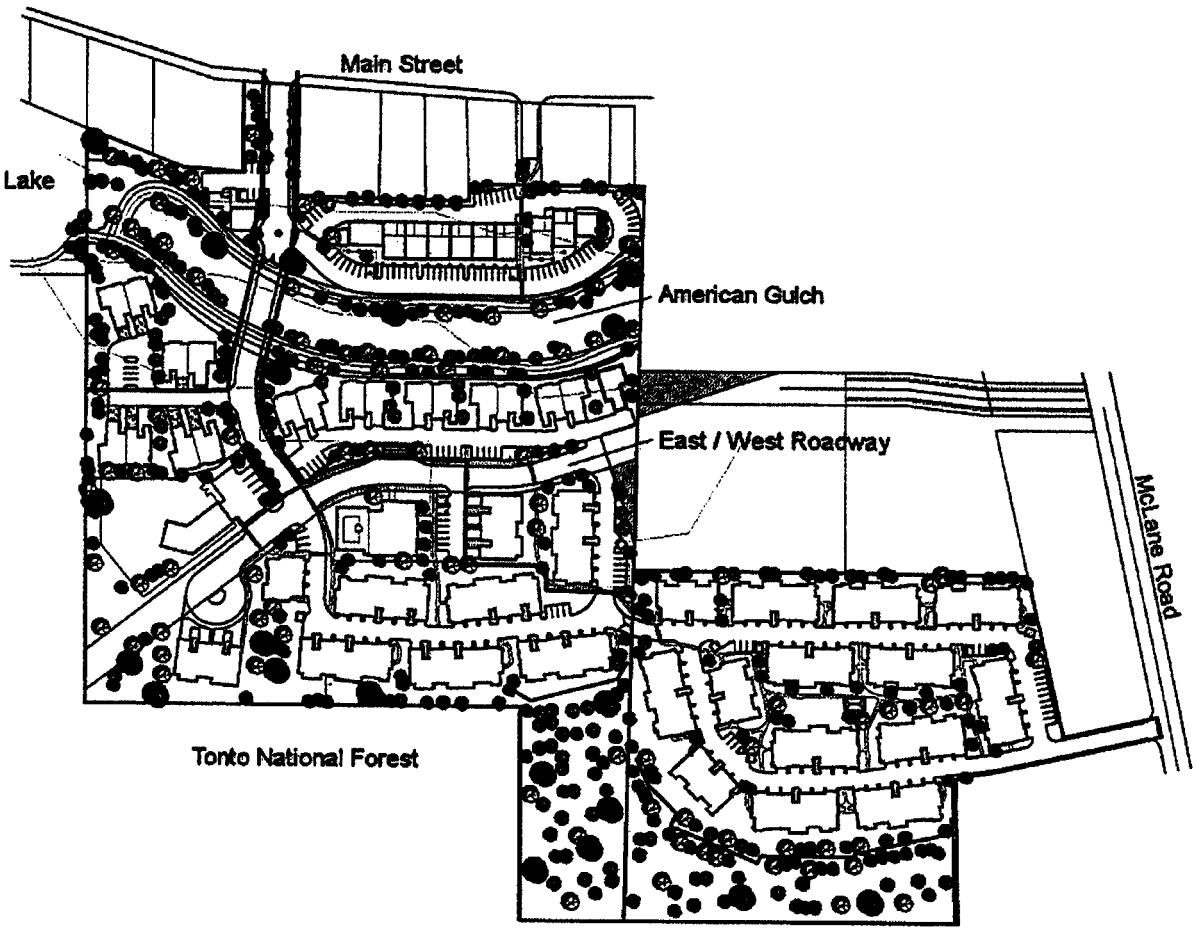
CHILSON RANCH DEVELOPMENT MASTER PLAN

INTRODUCTION AND OVERVIEW:

Chilson Ranch LLC proposes to develop a mixed use residential condominium project with approximately 14,000 S.F. of commercial office/ retail space within the Town of Payson in the Green Valley Redevelopment Area.

1. A new plat will be prepared for the development which will consolodate three parcels into a One Lot Subdivision.

2. The condominium plat will identify the residential dwelling units, the commercial spaces, all of the dedicated rights-of-way, utility easements, and all other Tracts as required.



Site Plan
N.T.S.

Proposed Land Uses

The 153 Residential Condominiums will consist of both single and two story buildings. As designed, the paired homes (Duplexes) will be all single story structures which will front on the American Gulch. The two story buildings will be located to the south of these units and will be positioned adjacent to the Tonto National Forest Land.

To the east of the Area "B" Development, the project will have a total of 78 units. As designed, these dwelling units have been identified as a "work force" housing component for the development. These units will enjoy a separate access/ entry point, but will integrate functionally and visually with the other residential units within Chilson Ranch.

Current Land Use Designations

The Project Site lies within Payson's Green Valley Redevelopment Area and enjoys both Commercial (C-1) and Residential (R-3) zoning. The town's General Plan designates the property for Commercial, Medium Density Residential, and Open Space Land Uses. The proposed development is in conformance with these land uses as identified.

Physical Features

The project site is primarily pasture land used for the grazing of horses with one single family residence and horse stables located at the southwest corner of the property.

Topography

The site has a gentle slope with the highest elevation at the south property line and slopes downward to the north which is also the transverse area of the American Gulch. This wash moves through the Chilson Ranch property on an east to west flow pattern.

Vegetation

The project is primarily vegetated with a combination of native grasses and other plant material indigenous to the area. This includes tree species consisting of Pinion, Manzanita, and Juniper.

Hydrology

The site surface drainage will flow from the south to the north and empty into the American Gulch. The flow of the drainageway will be modified and submitted to FEMA for the approval of the modified boundaries of the designated flood plain.

Views

The views from the property are 360 degrees in nature, but the exceptional vistas will be to the south and to the west. The views to the north include the established homes and businesses along Main Street. The views to the east take in more of the commercial development of the town.

Soils

As identified in the current soils investigation the site test boring logs identify salty land with some gravel near the surface with expansive clay and clayey land material below. The geotechnical engineer is recommending that all of the structures utilize a post tensioned foundation / slab design.

Proposed Land Uses

As identified on the site plan for the development, the project will have a total of 153 Condominium Units and approximately 14,000 S.F. of Commercial Space. The dwelling units will vary from single story duplexes to two story six plex buildings. Additionally, the condominium buildings at the south side of the Project in Area "B" and "D" may have stepped inclined structure which will have three (3) levels but will not exceed 32 ft. in height averaging calculations allowed and / or used by the Town to established overall building heights. *(Date of revision: 02/14/07)*

In addition to the Residential Structures the project will also have a Community Center and Horse Stable building. Each of these buildings will be available to the residents of Chilson Ranch and will be operated and maintained by the Home Owners Association.

The American Gulch will be improved per the FEMA approved civil engineering plans. Included in the improvements will be the construction of two multi-use trails, one with a concrete surface and the other with a stabalized decomposed granite surface. Bank stabilization may include the use of native dry-stack stone materials.

All of the landscape materials to be used on the project will be native to the area. The plant palette will reflect a wide variety of low maintenence, drought resistant materials.

The property is presently zoned R-3 and C-1. The C-1 zoning is located contiguous and immediately south of the properties that front on Main Street. By ordinance, the R-3 property could accommodate up to 270 dwelling units. However, sensible planning practices dictate that 153 residential units is a reasonable density for the site.

The Commercial uses will be located on the C-1 zoned property. As planned, there will be a total of 14,000 S.F. of commercial space that could be used for a variety of uses. These may include retail, professional offices, small cafes/ coffee shops, and any other C-1 allowed use. It is not envisioned that a large restaurant or other parking intensive uses would occupy this commercial space.

The recreational land uses will include the American Gulch Trail system as previously described and the equestrian trails which will connect the stable with the multi-use trail system. Also an integral part of the pedestrian walkway system will be a series of exercise stations. This element could also be extended into the multi-use trail system within the American Gulch as well.

Proposed Land Uses

The Community Center will be an outstanding amenity and will benifit all of the Chilson Ranch residents. As designed, the center will house a large indoor pool enclosed with a solarium type structure. The building will also include a community room with a small kitchen, lounge, locker rooms, a computer/ study/ library room, offices, and other ancillary rooms.

Project Flexibility

It is intended that all of the uses described in this narrative and as shown on the Chilson Ranch Preliminary Master Development Plan will be developed in substantial conformance to these exhibits. Buildings may need to be shifted due to engineering issues and/ or more definitive planning studies. The size of the commercial buildings may be increased by 25%.

Circulation System

Primary access to the project will be from Main Street through the Commercial Development located north of the American Gulch. An all weather road crossing will be constructed through the wash to provide access to the residential units at the south side of the Gulch. Security gates will be located on the north side of this crossing as shown on the site plan. This access drive will be private and will connect to the east / west roadway which will ultimately extend from the east boundary to the west boundary of the site as a 50 foot wide public right of way. All other drives in the project will be private access ways, privately maintained and will provide access to the public roads through gates. After the construction of the 21st residential unit, a second point of access must be provided for the project. Pedestrian access will be provided along the gulch and through the site.

This road may extend to Green Valley Parkway and to Mclane Road when additional lands are acquired. all of the other drives in the project will be private access ways. These will be privately maintained and will provide acess tothe public roads through gates.

Entryways, Lighting and Signage

Entryways will include entry features and signage where appropriate. Lighting will be provided for the streets and directional signage through the use of a fully-shielded lighting fixtures.

Development Standards

Development standards for this project will utilize the town of Payson's Unified Development Code, as described in the Development Agreement.

Maximum Building Height

Maximum building height will not exceed 32 feet.

Linear Park

The Chilson Heritage Park will be developed by Hurlburt Development, Inc. and may be dedicated to the Town of Payson as described in the Chilson Ranch Preliminary Development Master Plan.

Roadways

Development standards for the roadways will utilize the Town of Payson Unified Development Code as described in the Development Agreement.

Phasing

While the Chilson Ranch Preliminary Development Master Plan has been prepared for the entire property, it is intended to allow for the development of two self-contained communities. Land use types have been identified for each of the communities - residential and commercial. The phasing of this project is illustrated on the attached Chilson Ranch Preliminary Master Development Plan.

EXHIBIT C

CHILSON RANCH SPECIFIC PROPOSAL FOR AFFORDABLE/WORKFORCE PROVISIONS

It is the goal of Chilson Ranch, LLC to help individuals who need assistance on the purchase of an affordable home.

In the Payson market place, it is a difficult task to provide "Workforce Housing".

We feel that the following proposal is the BEST answer to help solve the problem of affordable workforce housing in our Town. We propose to assist the individual Home Buyer with the financial tools to buy their home.

Chilson Ranch, LLC will work with the Arizona Housing Finance Authority to provide assistance to first time home buyers, which mainly consists of working class or "Workforce Housing", component.

1) Providing information and assistance on available financing for "Workforce Housing" thru the **Arizona Finance Authority (AzHFA) Programs**.
2) Working with the **Mortgage Revenue Bond Program**, which offers fixed rate 30 year financing at below market interest rate.
3) **Mortgage Credit Certificate**, which can provide homebuyers with a Federal income tax credit up to 20% of the interest, paid annually on their home. This would equate to a $2800.00 a year **tax credit**, on a $200,000.00 mortgage @ 7% interest. This credit would be over $58,000.00 over the lifetime of a thirty-year mortgage.
4) **Down Payment Assistance Program** can provide funds for down payment and/or closing costs of up to **$ 20,000.00** depending on the income of the homebuyer.
5) Assist local Mortgage Companies and Banks, "Chase Bank, Country Wide, National Bank of Arizona and others" to complete the necessary documents to process these loans and grants.
6) **Chilton Ranch, LLC** would provide either a **$5000.00 reduction or credit in price of our homes to buyers who qualify for any or all of the above programs. The final decision would depend on the advice of Arizona Housing Finance Authority.**

The above proposal would give the Home Buyer up to $25,000 in down payment assistance, tax credit to off set their monthly payments and below market interest rates.

The goal is to get families into their own home. The biggest hurdle is the down payment to purchase their first home. If we assist them to finance the home and help them with down payment funding, <u>this is a significant step.</u>

We are including for you information on this work process. Chilson Ranch, LLC would sponsors workshops in co-operation with the Arizona Housing Authority Program on an on going basis. In addition, Chilson Ranch, LLC would provide meeting places and sponsorships for individuals needing these programs. We would provide counseling service whether they are purchasing one of our homes or need assistance for purchasing any home in Town of Payson.