



# City of Casa Grande

June 26, 2007

George J. Chasse, Sr.  
Chasse Real Estate & Financial Group  
P.O. Box 15267  
Phoenix, Arizona 85060

RE: Agreement for the Waiver of Claims for Diminution in Value of Property

Dear Mr. Chasse:

Pursuant to your request, enclosed please find a fully executed copy of the Agreement for the Waiver of Claims for Diminution in Value of Property.

If you have any questions, please feel free to give our office a call.

Sincerely,

Brett D. Wallace  
City Attorney

BW/sa

enclosure

When recorded, mail to:  
City Clerk  
City of Casa Grande  
510 E. Florence Blvd.  
Casa Grande, Arizona 85222

## **AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of June, 2007, by and between Casa Grande Mountain Ranch Limited Partnership ("Owner"), whose address is 5740 Via Los Ranchos, Paradise Valley, AZ 85253, and the City of Casa Grande, an Arizona Municipal Corporation, ("City").

### **RECITALS**

A. The Owner owns certain real property located within the City. This real property is depicted and legally described in the attached Exhibit A, incorporated into this Agreement by this reference ("Property"); and

B. The Owner has requested that the City enact a certain land use change directly applicable to Owner's Property; and

C. In November of 2006, Arizona voters approved passage of Proposition 207, the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138, (the "Act") which allows a property owner to seek compensation if any land use law enacted after the date property is transferred to the owner reduces the fair market value of that property; and

D. The Act specifically recognizes that private property owners can enter into agreements with political subdivisions to waive any claim for diminution in value of property; and

E. Arizona law, A.R.S. § 9-500.05, also authorizes the City and the Owner to enter into a development agreement relating to the development of the Property; and

E. In response to the Owner's request, the City Council of the City of Casa Grande has held a public hearing and a first reading of Ordinance No. 1178.304 to rezone the Property subject to certain stipulations and conditions, a copy of which is attached hereto as Exhibit B and incorporated by this reference, has approved Resolution No. 3095.68 which amended the General Plan and is attached hereto as Exhibit C and incorporated by this reference, and has approved Resolution No. 4007 which approves the Development Agreement between the parties and is attached hereto as Exhibit D and incorporated by this reference, all of which embodies a new land use law applicable to the Property that modifies the Owner's existing rights; and

F. The parties seek to avoid any potential argument that the enactment of the Ordinance is a land use law that will reduce the fair market value of the Property or constitute a diminution in value of the Property entitling any of the owners of the Property, now or in the future, to seek compensation; and

G. The Owner and the City agree that adoption of this land use change pursuant to the terms of the Ordinance will result in aesthetic, planning, and economic benefits to the City and its residents, and the Owner has independently determined and believes that adoption of this land use change will be beneficial to the Owner and will increase the fair market value of the Property; and

H. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements, conditions, and stipulations upon the Property that will govern development of the Property; and

I. Owner acknowledges that he is under no compulsion, economic or otherwise, to enter into this Agreement.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Terms of Ordinance and Resolutions. Upon approval by the City Council of the City of Casa Grande, the Owner of the Property, as well as their agents, successors, and assignees, hereby agree to be subject to all the terms, conditions, and stipulations of Ordinance No. 1178.304 and Resolution Nos. 3095.68 and 4007.

2. Waiver and Release. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that the Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Act in connection with the application of the City's applicable land use laws, including Ordinance No. 1178.304, Resolution No. 3095.68, and Resolution No. 4007 to the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act as it relates to the enactment of Ordinance No. 1178.304, Resolution No. 3095.68, and Resolution No. 4007 including all of its conditions, and any land use laws applied to the property pursuant to, or as a result of, Ordinance No. 1178.304, Resolution No. 3095.68, and Resolution No. 4007.

3. Indemnification. Owner agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees or costs under the Act as a result of the application of the City's land use laws upon the Property pursuant to, or as a result of, Ordinance No. 1178.304, Resolution No. 3095.68, and Resolution No. 4007.

4. Entire Agreement. This Agreement, any Exhibit attached hereto, and any addendum executed by the parties collectively shall constitute the entire understanding and agreement of the parties and shall supersede all prior agreements or understandings between the parties with respect to the subject matter thereof. This Agreement may not be modified or amended except by written agreement of the parties.

5. Choice of Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. Owner and City agree that venue for an action commenced under this Agreement shall only be proper in a court of competent jurisdiction located in Pinal County, Arizona, and the parties hereby waive any objection to such venue.

6. Attorneys' Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

7. Cancellation of Agreement. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

8. Recordation. Within ten (10) days after the execution of this Agreement by the City, the City Clerk shall cause this Agreement to be recorded in the Official Records of Pinal County, Arizona.

9. Successors and Assigns. This Agreement shall run with the land and shall be binding upon all present and future owners of the subject Property.

10. Ownership; Signatures. Owner warrants and represents that Owner is the owner of fee title to the Property, and that no other person has an ownership interest in the Property. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to the City that they have the legal power to bind Owner to this Agreement.

Dated this 18<sup>th</sup> day of June, 2007,

Casa Grande Mountain Ranch Limited Partnership CITY OF CASA GRANDE, an  
Arizona Municipal Corporation.

By: George J. Chasse  
George Chasse, General Partner

By: James V. Thompson  
James V. Thompson,  
City Manager



**EXHIBIT A**

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE LAND**

**LEGAL DESCRIPTION FOR I-10 AND I-8  
SOUTH OF INTERSTATE 8 AND WEST OF INTERSTATE 10 TO ACCOMPANY AN A.L.T.A.  
SURVEY PREPARED BY COTTRELL ENGINEERING GROUP, INC. AS PROJECT NO. 06926.**

THAT PORTION OF SECTIONS 10, 11, 14 AND 23, TOWNSHIP 7 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 10 WHICH IS A GLO BRASS CAP;

THENCE S 89°56'02" W, 79.37 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEASTERN MOST POINT OF THAT REAL PROPERTY DESCRIBED IN THE UPPER HALF OF DOCKET 1681 PAGE 382, OF THE RECORDS OF PINAL COUNTY, ARIZONA;  
THENCE, CONTINUING S 89°56'02" W ALONG THE NORTH BOUNDARY LINE OF SAID REAL PROPERTY, 1253.75 FEET TO THE NORTHWEST CORNER OF SAID REAL PROPERTY;  
THENCE N 07°04'51" E ALONG THE EAST BOUNDARY LINE OF THE PORTION OF REAL PROPERTY DESCRIBED ON THE LOWER HALF OF DOCKET 1681 PAGE 382 OF PINAL COUNTY, ARIZONA, 1317.88 FEET TO THE NORTHEAST CORNER OF SAID PORTION OF REAL PROPERTY;  
THENCE S 89°48'27" W ALONG THE NORTH BOUNDARY LINE OF SAID PORTION OF REAL PROPERTY, 1328.21 FEET TO THE NORTHWEST CORNER OF SAID PORTION OF REAL PROPERTY;  
THENCE S 00°07'50" E ALONG THE WEST BOUNDARY LINE OF SAID PORTION OF REAL PROPERTY, 301.91 FEET;  
THENCE S 78°07'47" E ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID PORTION OF REAL PROPERTY, 676.81 FEET;  
THENCE S 09°12'10" E ALONG THE WEST BOUNDARY LINE OF SAID PORTION OF REAL PROPERTY, 973.00 FEET;  
THENCE S 28°28'28" E ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID PORTION OF REAL PROPERTY, 1121.24 FEET;  
THENCE S 65°34'59" E ALONG THE SOUTHERLY BOUNDARY LINE OF THE PORTIONS OF REAL PROPERTY DESCRIBED IN DOCKET 1681 PAGE 382 OF PINAL COUNTY, ARIZONA, 1828.95 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10;  
THENCE S 00°31'10" W, ALONG SAID EAST LINE, 682.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 10 (THE COMMON POINT OF SECTIONS 10, 11, 14 AND 15) WHICH IS A GLO BRASS CAP, ALSO DESCRIBED AS THE SOUTHWEST CORNER OF PARCEL 6 AS DESCRIBED IN DOCKET 1706 PAGE 900 FROM THE RECORDS OF PINAL COUNTY, ARIZONA;  
THENCE S 88°48'15" E, DEPARTING SAID EAST LINE, ALONG THE NORTH LINE OF SAID SECTION 14 AND ALSO DESCRIBED AS THE SOUTH BOUNDARY LINE OF SAID PARCEL 6, A DISTANCE OF 297.47 FEET;  
THENCE S 00°19'43" E ALONG THE WEST BOUNDARY LINE OF REAL PROPERTY DESCRIBED IN DOCKET 1681 PAGE 381 AND THE LOWER HALF OF DOCKET 1681 PAGE 380 OF PINAL COUNTY, ARIZONA, DEPARTING SAID NORTH SECTION LINE, 3304.24 FEET TO THE SOUTHWEST CORNER OF SAID REAL PROPERTY DESCRIBED ON THE LOWER HALF OF DOCKET 1681 PAGE 380 OF PINAL COUNTY, ARIZONA;  
THENCE N 89°51'42" E ALONG THE SOUTH BOUNDARY LINE OF SAID REAL PROPERTY DESCRIBED ON THE LOWER HALF OF DOCKET 1681 PAGE 380 OF PINAL COUNTY, ARIZONA, 610.99 FEET TO THE NORTHWEST CORNER OF REAL PROPERTY DESCRIBED ON THE UPPER HALF OF DOCKET 1681 PAGE 380 OF PINAL COUNTY, ARIZONA;  
THENCE S 00°08'19" E ALONG THE WEST BOUNDARY LINE OF SAID REAL PROPERTY, 1344.99 FEET TO THE SOUTHWEST CORNER OF SAID REAL PROPERTY;

THENCE S 14°27'39" E ALONG THE WESTERLY BOUNDARY LINE OF REAL PROPERTY DESCRIBED IN DOCKET 1661 PAGE 359 OF PINAL COUNTY, ARIZONA, 2090.41 FEET TO THE SOUTHWEST CORNER OF REAL PROPERTY DESCRIBED ON THE UPPER HALF OF SAID DOCKET AND PAGE;

THENCE N 89°55'13" E ALONG THE SOUTH BOUNDARY LINE OF SAID REAL PROPERTY, 1315.83 FEET TO THE SOUTHEAST CORNER OF SAID REAL PROPERTY;

THENCE N 00°02'10" W ALONG THE EAST BOUNDARY LINE OF REAL PROPERTY DESCRIBED IN DOCKET 1661 PAGE 359 OF PINAL COUNTY, ARIZONA, 1334.86 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 23;

THENCE N 00°15'03" W ALONG EAST BOUNDARY LINE OF REAL PROPERTY AS DESCRIBED ON THE LOWER HALF OF DOCKET 1661 PAGE 359 AND THE UPPER HALF OF DOCKET 1661 PAGE 359 OF PINAL COUNTY, ARIZONA, 1325.84 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 AS DESCRIBED IN DOCKET 1705 PAGE 989 OF PINAL COUNTY, ARIZONA;

THENCE S 89°47'28" E ALONG THE SOUTH BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 2082.76 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 14 ALSO DESCRIBED AS THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE N 00°11'22" W, ALONG SAID EAST LINE ALSO DESCRIBED AS THE EAST BOUNDARY LINES OF PARCELS 1 AND 4 DESCRIBED IN DOCKET 1705 PAGE 989, A DISTANCE OF 3369.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ARIZONA INTERSTATE 8 DESCRIBED IN DOCKET 653 PAGE 636 OF PINAL COUNTY, ARIZONA;

THENCE N 53°51'02" W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 6219.10 FEET TO AN ANGLE POINT OF SAID SOUTHERLY RIGHT-OF-WAY LINE;

THENCE N 79°13'05" W, 1088.21 FEET TO THE EAST ¼ CORNER OF SAID SECTION 10 WHICH IS A 6LO BRASS CAP;

THENCE S 00°31'19" W, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE EAST LINE OF SAID SECTION 10 ALSO DESCRIBED AS THE WEST BOUNDARY LINE OF PARCEL 8 DESCRIBED IN DOCKET 1705 PAGE 990 OF PINAL COUNTY, ARIZONA, 58.82 FEET;

THENCE N 53°16'46" W, DEPARTING SAID EAST LINE, 98.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 1/16th OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, COAL OR STONE, METALS, MINERALS, FOSSILS AND FERTILIZER OF EVERY NAME AND DESCRIPTION, TOGETHER WITH ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE STATE, THE UNITED STATES OR DECISIONS OF COURTS TO BE ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE AS IT AFFECTS THE ORIGINAL REAL PROPERTIES IN DOCKET 1705 PAGE 989;

AND ALSO EXCEPT ALL MINERALS AS RESERVED IN THE PATENTS TO SAID LAND;

AND ALSO EXCEPT THE DESIGNATED COUNTY ROADWAYS SHOWN IN DOCKET 375, PAGE 672 AFFECTING VARIOUS WIDTHS ALONG SAID SECTION LINES.



**EXHIBIT B**

ORDINANCE NO. 1178. 304

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AMENDING ZONING ORDINANCE #1178 AND ITS SUBSEQUENT AMENDMENTS BY CHANGING THE ZONING FROM URBAN RANCH (UR) TO PLANNED AREA DEVELOPMENT (PAD) ON PROPERTY LOCATED GENERALLY AT THE SOUTHWEST CORNER OF I-8 AND I-10, CASA GRANDE, ARIZONA.

BE IT ORDAINED by the Council of the City of Casa Grande, Arizona, as follows:

**Section 1. Authorization for Rezoning**

Ordinance No. 1178 and its subsequent amendments are amended by changing the zoning from Urban Ranch (UR) to Planned Area Development (PAD) on approximately 768.14 acres of property generally located at the southwest corner of I-8 and I-10, Casa Grande, Arizona. The legal description of the property, commonly referred to as Pinal County Assessor parcel numbers 511-30-007C, 511-30-007B, 511-31-004, 511-31-007, 511-19-004, 511-19-006B, 511-19-006C, 511-19-006D, 511-19-006E, 511-19-006F, 511-19-032 and 511-36-001B, is set forth in Exhibit A, attached hereto and incorporated herein by this reference.

This zoning change is expressly subject to applicant/owner's full compliance with all applicable law and ordinances, as well as the following conditions:

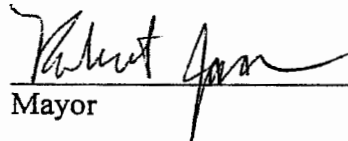
1. Future development of the site shall be in accordance with the Casa Grande Mountain Ranch Planned Area Development (PAD) Development Guide (as filed with the City Planning and Development Department), all applicable City codes and ordinances, and all conditions required by the Planning and Zoning Commission and/or City Council. Subject to the Development Agreement for the property, the project shall fully comply with the City's Residential Design Standards for Planned Area Developments.
2. A PAD Plat shall not be required for this PAD. Subject to the Development Agreement for the property, all plats shall comply with the City Subdivision regulations.
3. Traffic and engineering reports for the site are subject to the review and approval of the City Engineer.
4. Deceleration lands and turn lanes for the project shall be provided as required by the City Engineer at the time Major Site approval.
5. Driveway alignments, ingress/egress points, rights-of-way widths, and internal roadway circulation plans shall be subject to the review and approval of the City Engineer.

6. Final phasing of all on-site and off-site improvements for the subject PAD shall be subject to the review and approval of the Planning and Development Director and City Engineer.
7. A final grading and drainage report must be submitted to the engineering department for their review and approval prior to any development of the site.
8. A noise study and adequate noise attenuation will be done prior to the Preliminary Plat approval for any parcels adjacent to the interstate.

## Section 2. Effective Date

The effective date of this Ordinance shall be July 18, 2007.

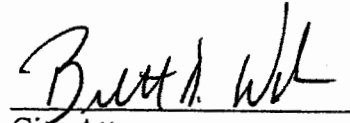
PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 18th day of June, 2007.

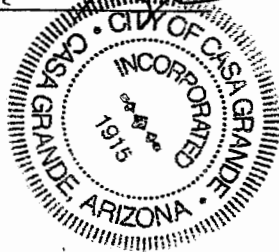
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



**EXHIBIT C**

RESOLUTION NO 3095.68

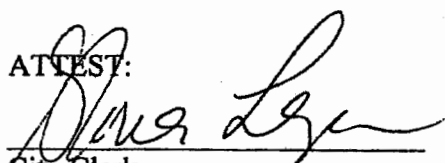
A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, ADOPTING A MINOR AMENDMENT TO THE CITY OF CASA GRANDE GENERAL PLAN 2010 (AS ADOPTED BY RESOLUTION #3095 AND AS PREVIOUSLY AMENDED), BY CHANGING THE LAND USE DESIGNATION FOR APPROXIMATELY 768.14 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF I-8 AND I-10, CASA GRANDE, ARIZONA.

BE IT RESOLVED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby amend the City of Casa Grande General Plan 2010 (as adopted by Casa Grande Resolution #3095 and as previously amended), by changing the land use designation for the property set forth on Exhibit A, (attached hereto and incorporated herein by this reference) consisting of approximately 768.14 acres of property and generally located at the southwest corner of I-8 and I-10, Casa Grande, Arizona, from the existing Low Density Residential (LDR) land use category to the Master Planned Community (MPC) land use category.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 4th day of June, 2007.

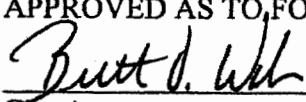
ATTEST:

  
City Clerk



  
Mayor

APPROVED AS TO FORM:

  
City Attorney

**EXHIBIT D**

RESOLUTION NO. 4007

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CASA GRANDE AND CASA GRANDE MOUNTAIN RANCH LIMITED PARTNERSHIP; AND AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT BY CITY MANAGER.

BE IT RESOLVED by the Council of the City of Casa Grande, Arizona, as follows:

The Mayor and Council of the City of Casa Grande hereby approve:

1. Terms and conditions of the Development Agreement (identified in City records as C.G. No. 607-2 ) between the City of Casa Grande and Casa Grande Mountain Ranch Limited Partnership; and
2. Execution of the Development Agreement by the City Manager.

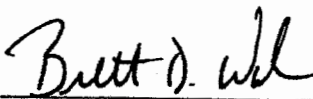
PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 4<sup>th</sup> day of June, 2007.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

