

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into by and between Global Community Communications Alliance, An Arizona Domestic Nonprofit Corporation (“Plaintiff”), and Yavapai County and the Yavapai County Board of Adjustments (collectively, “Defendants” or “the County” as context requires). Plaintiff and the County are referred collectively herein as “the Settling Parties.”

### RECITALS

A. Plaintiff Global Community Communications Alliance is the owner of the property described as parcels 408-31-025K, 408-31-025J, 408-31-021Y in Yavapai County (“the Subject Property”), which it operates as the Avalon Spiritual Nature Retreat (“ASNR”) and uses the property for religious purposes.

B. Plaintiff Global Community Communications Alliance filed a lawsuit against Yavapai County and the Yavapai County Board of Adjustments appealing a decision of the Board of Adjustments and alleging that the Defendants violated provisions of the Free Exercise of Religion Act, A.R.S. §41-1493, *et seq.*, (“FERA”), the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. §2000cc, *et seq.* (“RLUIPA”), and the First, Fifth and Fourteenth Amendments to the U.S. Constitution. Plaintiffs’ claims are set forth in the lawsuit filed in the Superior Court for the State of Arizona, in and for the County of Yavapai entitled *Global Community Communications Alliance v Yavapai County, Yavapai County*

*Board of Adjustments, et al*, V1300-cv2019-80189 and the Notice of Claim dated November 11, 2019 (collectively, “Lawsuit”).

C. The County denies the allegations in the Lawsuit and has asserted various defenses to the claims asserted in the Lawsuit.

D. The Settling Parties desire to enter into this Settlement Agreement, upon the terms and conditions set forth below, in order to provide for the performance of the commitments and obligations provided in this Agreement in full settlement and dismissal of the Lawsuit described in Recital B above.

E. In consideration of the mutual covenants and promises contained herein and for such other good and valuable consideration, the value of which is hereby acknowledged, it is agreed by and between the Settling Parties as follows:

## **AGREEMENT**

### **1.0 Release and Discharge**

1.1 In consideration of the actions set forth in Section 2.0, the Plaintiff does hereby completely release and forever discharge Defendants and their respective successors, assigns, agents, elected officials, employees, former employees, administrators, insurers (Arizona Counties Insurance Pool), counsel, representatives and all persons acting by, through or in concert with any of them (“Released Parties”) from any and all past and present claims, demands, obligations, actions, causes of action, damages, costs, loss of services, expenses, compensation of any nature whatsoever, whether based on tort, contract or other

theory of recovery and of which the Plaintiff now has and that relate to the claims and allegations which are the subject of the Lawsuit described in Recital B above.

1.2 Plaintiff acknowledges that it understands that by entering into this Agreement it will no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief against the Released Parties for matters relating to or growing out of the acts and omissions of the Released Parties giving rise to the claims made in the Lawsuit. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

A. Defendants acknowledge that by entering into this Agreement the County will no longer have the right to seek fines or penalties, for the violations identified in the Stipulation for Disposition of Yavapai County Planning and Zoning Ordinance dated November 14, 2007.

B. The parties acknowledge that each is represented by counsel and has been advised to consult with counsel regarding this release and has in fact consulted with counsel.

1.3 By way of example only, and without limiting the immediately preceding paragraph, this waiver and release is intended to release and does release any cause of action, right, claim or liability under the Free Exercise of Religion Act, A.R.S. §41-1493.01 ("FERA"), the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. §2000cc, *et seq.* ("RLUIPA"), 42 U.S.C. 1983, 42 U.S.C. §§1985-1986, the Reconstruction Civil Rights Acts,

A.R.S.§11-816, and any other law, statute, regulation, rule or decision, or common law principle, including but not limited to premises liability, breach of implied or express contract, breach of fiduciary duty, breach of the covenant of good faith and fair dealing, tortious interference (in any form), and any other claim in contract or tort, or under the United States or Arizona Constitutions and that are based upon the allegations, acts, and omissions of the Released Parties set forth in the Lawsuit.

1.4 This release shall be a fully binding and complete settlement between Plaintiff and the Defendants regarding the Lawsuit as provided above.

1.5 In consideration of the actions set forth in Section 2.0, the Defendants do hereby completely release and forever discharge Plaintiff and their respective successors, assigns, agents, elected officials, employees, former employees, administrators, insurers, counsel, representatives and all persons acting by, through or in concert with any of them from any and all past and present claims, demands, obligations, actions, causes of action, damages, costs, loss of services, expenses, compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery and of which the Defendants now have and that arise from the claims and allegations that are the subject of the Lawsuit.

1.6 In the event Plaintiff is currently a debtor within the jurisdiction of the United States Bankruptcy Court or in any other insolvency proceeding, Plaintiff agrees to obtain the approval and signature of the Bankruptcy Trustee for the purpose of ratifying this Agreement in his or her official capacity.

**2.0 Consideration and Terms of Settlement.**

2.1 In consideration of the Mutual Release set forth above, the County agrees to waive any and all fees and costs, including but not limited to permitting, license, and review, that would ordinarily be charged by the County in connection with the review and approval of the Site Plan and permits for the construction of office, bathroom and wastewater facilities submitted pursuant to this Agreement.

2.2 The Settling Parties expressly confirm and acknowledge Plaintiff's continuous religious use of the Subject Property prior to, and up to the date of this Agreement, and that Plaintiff has expressed its intent to continue its established religious use of the Subject Property after this Agreement. As further consideration, the Settling Parties agree to the following:

A. Plaintiff agrees to submit a "Site Plan" with a cover letter to the County's Department of Development Services indicating that the ASNR property "has been and will continue to be used for religious purposes". The Site Plan and cover letter will be substantially in the form attached hereto as Exhibit "A.", except that the Site Plan must be provided in electronic form and be an original PDF from the CAD software (not a scan of a printed document).

1. The Site Plan must show the location of the following features:

- (a.) The amphitheater or common gathering areas;
- (b.) Camp/Retreat locations;
- (c.) Ingress and egress and any roads;
- (d.) The cabin being converted for use as an office;

- (e.) The future permanent bathrooms (only an approximate location is needed); and
- (f.) The parking lot or other parking facilities.

2. The cover letter will:

- (a.) Be signed by an authorized agent of the Church;
- (b.) Indicate an anticipated timeline to complete any construction needed to develop the property to add the features listed on the Site Plan;

B. The County agrees to accept and review the Site Plan on an expedited basis. If the submission contains all of the information set forth in Section 2.2(A)(1) and (A)(2), above, and complies with applicable codes, including Yavapai County Ordinances 2019-1 through 2019-12, and state regulations, the County will issue a Site Plan permit in a form similar to Exhibit B, attached hereto, acknowledging Plaintiff's established religious use of the Subject Property as its principal use. The County will conduct any needed inspections relating to the improvements to be constructed and that are shown on the Site Plan upon notification by Plaintiff. A Certificate of Completion will be issued upon satisfactory completion of such inspections.

C. Plaintiff also agrees to submit building permit applications for the construction of the office building and permanent bathroom and wastewater facilities. The County will review these applications for compliance with the applicable commercial building code standards and state regulations on an expedited basis. The County will not unreasonably withhold or deny approval of

the permits for the office building and permanent bathroom and wastewater facilities.

D. Within forty-five (45) days of the execution of this agreement, Plaintiff agrees to provide the County's Development Services Office with a written plan for the interim wastewater system stating:

1. The number of people expected to use the property,
2. Plaintiff's plan to implement and maintain a temporary interim wastewater system will not exceed two (2) years from the date this agreement is fully executed. The maintenance plan must describe how the interim wastewater system will be maintained, including the method and frequency of the removal of waste from the system.

E. The County will accept and review this submission on an expedited basis and, if the submission contains all of the information set forth in Section 2.2(D), above, and complies with the applicable state regulations, issue a permit.

F. If Plaintiff intends to hold an event or gathering by whatever name known in which more people will be present on the Subject Property than the load capacity of the interim wastewater facility described in Section 2.2(D) and/or the permanent bathrooms described in Section 2.2(C), Plaintiff will first obtain a special event permit from the County's Development Services Office. Plaintiff will submit the application for the special event permit no fewer than 60 days before the date of the event.

G. Plaintiff will not advertise on AirBnB, VRBO, HomeAway, Expedia or on a similar service. Plaintiff may list its services in print or on the internet, including on its website, in a manner consistent with listings by other religious, spiritual or church organizations. The Parties agree that such listings may include a request for a donation.

2.3 As further consideration, Plaintiff will voluntarily dismiss their claims against Defendants with prejudice, pursuant to Ariz. R. Civ. P. 41, with all parties to pay their own costs and fees. Plaintiff will file a notice of voluntary dismissal within fifteen (15) days of completion of the following:

A. Execution of this Agreement by the Settling Parties;

B. Issuance of permits under 2.2 B above provided that applications for the permits are filed no later than 45 days after the Effective Date of this Agreement;

C. Issuance of permits under 2.2 C above provided that applications for the permits are filed no later than 45 days after the Effective Date of this Agreement; and

D. Payment by the County in the amount of \$18,750.00 by check payable to "Global Community Communications Alliance", as further consideration the release and terms of this Agreement.

2.4 The Settling Parties acknowledge that this Agreement is in settlement of Plaintiff's appeal from the Decision of the Board of Adjustment dated June 18, 2019, and agree that it resolves all issues, alleged violations, and enforcement actions, that were presented to the Board of Adjustment on that day,



including, but not limited to, those issues arising from the Stipulation for Disposition of Yavapai County Planning and Zoning Ordinance dated November 14, 2007.

**3.0 No Admission of Liability.**

It is expressly understood and agreed by the Settling Parties that this agreement does not in any manner constitute an admission of any obligation, liability or wrongdoing by Defendants but constitutes the settlement and compromise of a disputed claim. Nothing contained in this Agreement shall be construed as an admission by Defendants that it has violated any statute, law or regulation, breached any contract or agreement, or that it has engaged in any of the conduct or practices alleged by the Plaintiff. Defendants expressly deny that they have engaged in any unlawful practices.

**4.0 Representation of Comprehension of Document.**

In entering into this Settlement Agreement, each party represents that the party has had the opportunity to consult with attorneys of their own choice concerning the legal consequences of this Settlement Agreement; that they have not relied on the advice or representations of any other party or that party's attorneys regarding the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by each party.

**5.0 Attorney's Fees.**

Each Settling Party shall bear all attorney's fees and costs arising from the actions of its own counsel, if any, in connection with this Agreement and the matters and documents referred to herein.

**6.0 Warranty of Capacity to Execute Agreement.**

Plaintiff represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

**7.0 Governing Law.**

The Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

**8.0 Additional Documents.**

The Settling Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

**9.0 Entire Agreement and Successors in Interest.**

This Settlement Agreement contains the entire agreement between the Plaintiffs and the Defendants with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The Settling Parties understand that this Agreement may not be changed or modified in any way except in writing signed by The Settling Parties.

**10.0 Effective Date.**

The Settlement Agreement and Release shall be effective on the date that this Release and Settlement Agreement has been executed by the Settling Parties shown on the signature lines at the end of this Agreement (the "Effective Date").

**11.0 Severability**

If for any reason any provision of this Agreement is held invalid, either in whole or in part, such invalidity shall not affect any other provision of this Agreement not held to be invalid and each such other provision shall continue in full force and effect.

**12.0 Counterparts**

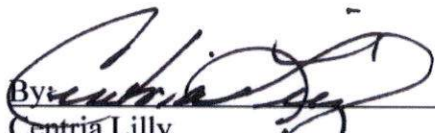
This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any Party who has signed it, all of which together shall constitute one and the same agreement. Signatures delivered by facsimile or electronic transmission shall be deemed original signatures.

THE UNDERSIGNED HAVE READ THE FORGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this 26 day of FEBRUARY 2020.

**Plaintiff Global Community Communications Alliance**

Global Community Communications  
Alliance

By:  Date 02-26-2020  
Centria Lilly,  
Its: LIAISON MINISTER / Agent

**Defendants Yavapai County and Yavapai County Board of Adjustment**

Yavapai County

By:  Date 3-5-2020  
Its: Chairman, Board of Supervisors

# EXHIBIT A

# DRAFT Letter

February 13, 2020

Director David Williams  
Yavapai County Department of Development Services  
1120 Commerce Drive  
Prescott, AZ 86305

Dear David Williams:

This is to inform the Yavapai County Department of Development Services that the property owned by Global Community Communications Alliance Church known as Avalon Spiritual Nature Retreat ("ASNR"), i.e., parcels 408-31-025K, 408-31-025J, and 408-31-021Y, has been and will continue to be used for religious purposes.

Please find an electronic CAD Site Plan attached showing features listed on the Key to the Site Plan including proposed facilities to construct and current facilities for on-going Church activities. Some features to note are:

1. The amphitheater, existing and future gathering areas. Locations are marked K, B, C, I, N, O, P, X, Y, Z, F and CC.
2. Camp / Retreat locations with fire pits or cooking grills are numbered 1 through 38.
3. Ingress and egress (entrances) and any roads are marked U1, U2, U3, U4, and R.
4. The cabin being converted for use as a church office is marked M.
5. The future permanent bathrooms are located approximately at V.
6. Parking facilities with a minimum of 50 spaces are marked A in various locations.

ASNR guarantees none of its advertising shall be on AirBNB, VRBO, HomeAway, or Expedia or on a similar service. ASNR will list its services appropriately in print or online, including on its website, similar to how other church, religious, or spiritual organizations list their services. Any listing may request a donation.

ASNR is nearing the end of finalizing the building permit for the bathrooms and the wastewater system. We foresee submitting building plans and wastewater system plans to the County before March 31, 2020. After building plans are approved and the permit is issued we intend to begin construction within 8 months. Bathroom facilities will be completed thereafter and within the two-year period given by the County.

While the permitting and construction of the office building and bathrooms/wastewater system are being completed an interim wastewater system shall be in place. ASNR proposes to the County an interim wastewater system, as was previously agreed upon, and will include information below along with any other regulations requirements.

1. The number of people who have used the property has averaged 16 people daily. This figure was based on data analysis of the last 20 months. During a ceremony or event this number will

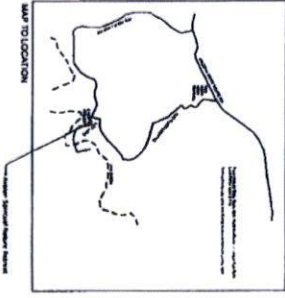
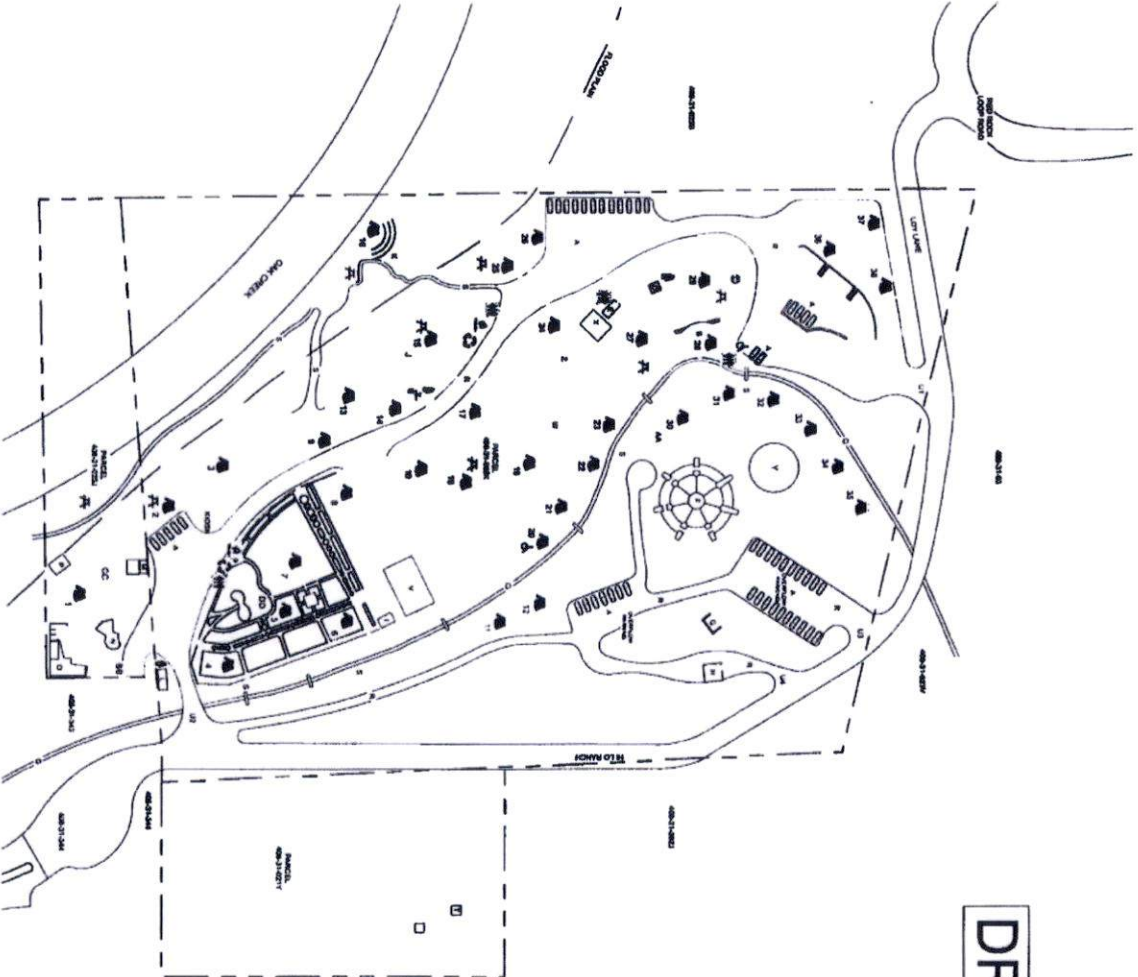
be larger. Larger events would be under special event permit issued by the County. We project the possibility of hosting special church events or fundraisers 4 to 8 weekends a year.

2. As a temporary interim wastewater management system, ASNR agrees to maintain porta-johns for a period not to exceed 2 years. There will be 5 porta-johns located at ASNR for peak months March - October, and 3 porta-johns for winter months from November - March. They will be cleaned daily and maintained with the waste removed commercially by pumping twice a week.

With the above information furnished to Yavapai County Department of Development Services, we anticipate this to be a step toward continuing our religious use of Avalon Spiritual Nature Retreat in harmony with the County and our beautiful sacred surroundings on Oak Creek.

Gabriel of Urantia, Pastor and Niann Emerson Chase, Pastor

**DRAFT**



PROPERTY INFORMATION	
1	INDIVIDUAL TRACTS
2	TRACTS BOUND BY THE STATE, COUNTY AND DISTRICT
3	ADJACENT PROPERTY
4	STATE PROPERTY
5	COUNTY PROPERTY
6	DISTRICT PROPERTY
7	PROPERTY OWNERS
8	PROPERTY ADDRESS
9	PROPERTY TAX MAP
10	PROPERTY TAX MAP
11	PROPERTY TAX MAP
12	PROPERTY TAX MAP
13	PROPERTY TAX MAP
14	PROPERTY TAX MAP
15	PROPERTY TAX MAP
16	PROPERTY TAX MAP
17	PROPERTY TAX MAP
18	PROPERTY TAX MAP
19	PROPERTY TAX MAP
20	PROPERTY TAX MAP
21	PROPERTY TAX MAP
22	PROPERTY TAX MAP
23	PROPERTY TAX MAP
24	PROPERTY TAX MAP
25	PROPERTY TAX MAP
26	PROPERTY TAX MAP
27	PROPERTY TAX MAP
28	PROPERTY TAX MAP
29	PROPERTY TAX MAP
30	PROPERTY TAX MAP
31	PROPERTY TAX MAP
32	PROPERTY TAX MAP
33	PROPERTY TAX MAP
34	PROPERTY TAX MAP
35	PROPERTY TAX MAP
36	PROPERTY TAX MAP
37	PROPERTY TAX MAP
38	PROPERTY TAX MAP
39	PROPERTY TAX MAP
40	PROPERTY TAX MAP
41	PROPERTY TAX MAP
42	PROPERTY TAX MAP
43	PROPERTY TAX MAP
44	PROPERTY TAX MAP
45	PROPERTY TAX MAP
46	PROPERTY TAX MAP
47	PROPERTY TAX MAP
48	PROPERTY TAX MAP
49	PROPERTY TAX MAP
50	PROPERTY TAX MAP
51	PROPERTY TAX MAP
52	PROPERTY TAX MAP
53	PROPERTY TAX MAP
54	PROPERTY TAX MAP
55	PROPERTY TAX MAP
56	PROPERTY TAX MAP
57	PROPERTY TAX MAP
58	PROPERTY TAX MAP
59	PROPERTY TAX MAP
60	PROPERTY TAX MAP
61	PROPERTY TAX MAP
62	PROPERTY TAX MAP
63	PROPERTY TAX MAP
64	PROPERTY TAX MAP
65	PROPERTY TAX MAP
66	PROPERTY TAX MAP
67	PROPERTY TAX MAP
68	PROPERTY TAX MAP
69	PROPERTY TAX MAP
70	PROPERTY TAX MAP
71	PROPERTY TAX MAP
72	PROPERTY TAX MAP
73	PROPERTY TAX MAP
74	PROPERTY TAX MAP
75	PROPERTY TAX MAP
76	PROPERTY TAX MAP
77	PROPERTY TAX MAP
78	PROPERTY TAX MAP
79	PROPERTY TAX MAP
80	PROPERTY TAX MAP
81	PROPERTY TAX MAP
82	PROPERTY TAX MAP
83	PROPERTY TAX MAP
84	PROPERTY TAX MAP
85	PROPERTY TAX MAP
86	PROPERTY TAX MAP
87	PROPERTY TAX MAP
88	PROPERTY TAX MAP
89	PROPERTY TAX MAP
90	PROPERTY TAX MAP
91	PROPERTY TAX MAP
92	PROPERTY TAX MAP
93	PROPERTY TAX MAP
94	PROPERTY TAX MAP
95	PROPERTY TAX MAP
96	PROPERTY TAX MAP
97	PROPERTY TAX MAP
98	PROPERTY TAX MAP
99	PROPERTY TAX MAP
100	PROPERTY TAX MAP

SCALE 1"=50'  
N  
NORTH TO SCALE OR 90° FROM



# EXHIBIT B

**YAVAPAI COUNTY DEVELOPMENT SERVICES  
Zoning Clearance and Building Permit**

1120 Commerce Drive  
Prescott, AZ 86305  
(928) 771-3214

10 South 6th Street  
Cottonwood, AZ 86326  
(928) 639-8151

**Permit No.** ZCO20-000058  
**Application Date:** 02/11/2020  
**Permit Type:** Miscellaneous Non-Residential

**Issue Date:** 02/11/2020  
**Parcel Number:** 106-08-070E  
**Est. Value:** \$1000.00  
**Calculated Value:** \$0.00

**Permit Description:** Site Plan (Religious Use)

**Clerk:**

**Place Inspection Record Card and approved plans at building site, protected from weather and damage. Construction must begin within 180 days of the date of this permit. Substantial progress must be demonstrated every 180 days or this permit will EXPIRE and become NULL and VOID. It is the responsibility of the property owner, not Yavapai County, to determine the correct location of all property lines.**

**Situs (Street) Address**

1120 COMMERCE DR

**Property Owners Name**

YAVAPAI COUNTY BOARD OF SUPERVISORS

**Mailing Address**

1015 FAIR ST  
PRESCOTT, AZ 863051807

I, as owner of the property, or my employees whose wages as their sole compensation, will do the work solely, and the structure is not intended or offered for sale. The Contractor's License Law does not apply to any owner of property who builds or improves thereon and who does such work himself or through his own employees, provided that such improvements are not intended or altered for sale. If, however, the building or improvement is sold within one year of completion, the owner/builder will have the burden of proving that he did not build or improve for the purpose of sale.

**Contractor Name**

YAVAPAI COUNTY BOARD OF SUPERVISORS  
1015 FAIR ST  
PRESCOTT, AZ 863051807

Sales Tax #:

License No/Class/Expiration Date: , ,

Bond

Insurance

I hereby affirm that I am licensed under provisions of ARS 32-1169 and my license is in full force and effect.

I hereby affirm that I have a certificate of Worker's Compensation Insurance or a certified copy thereof ARS-23-961

<b>Charges</b>		<b>Receipts</b>			
<b><u>General Ledger Description</u></b>	<b>Charge</b>	<b><u>Entry Date</u></b>	<b><u>Received From</u></b>	<b><u>Receipt No</u></b>	<b><u>Amount</u></b>
Zoning Fee	\$ 85.00				
Document Fee	\$ 10.00				
	<hr/>				
	\$95.00				\$0.00

**APPLICANT**

The applicant whose signature appears on the accompanying plot plan, as property owner, or who is acting on authority from the property owner, by submitting this application agrees to build in accordance with all applicable State and County laws, codes, and ordinances, and to request inspections as required, to adhere to plans and specifications as submitted with any corrections, and to obtain a final inspection of this structure prior to occupancy. It is the applicant's responsibility to review their deed restrictions/CC&R's, and check with their home owners association prior to submitting for a building/zoning clearance permit.

YAVAPAI COUNTY BOARD OF SUPERVISORS

1015 FAIR ST

**Plan Check**

<u>Grading</u>	<u>Woodstove</u>	<u>Bldg</u>	<u>Sign</u>	<u>Plumb</u>	<u>Mech</u>	<u>Elect</u>	<u>Plan Check Type</u>		
	N/A	X		N/A	N/A	N/A	Resubmission		
<u>Occup:</u>		<u>#Floors</u>	<u>Flr Live ID</u>	<u>Type Roofing</u>	<u>Ext Wall Cover</u>	<u>Lenght</u>	<u>Width</u>	<u>Height</u>	
N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
<u>Area</u>	<u>DWG Area</u>	<u>Gar Area</u>	<u>Acc. Area</u>	<u># Rooms</u>	<u>Bdrms</u>	<u>Baths</u>			
N/A	N/A	N/A	N/A	N/A	N/A	N/A			
<u>Occ Load:</u>	<u>Sprinkler Req.</u>	<u>Approved</u>							
N/A	N/A								
<u>Special Conditions:</u>	N/A								

**Zoning Review**

<u>Lot Area</u>	N/A	<u>Lot Cover</u>	N/A		<u>%Lot Cover</u>	N/A		
<u>Frnt Yd</u>	N/A	<u>Rear Yd</u>	N/A	<u>Ext. Yd</u>	N/A	<u>Side Yd</u>	N/A	
<u>Required</u>	N/A		N/A		N/A		N/A	
<u>Frontage</u>	N/A	<u>Bldg Separ</u>	N/A		<u>Pkg Spaces</u>	N/A		
<u>Zoning District</u>	N/A			<u>HA#</u>	N/A			

Approvals:

**Reviewing Agencies requiring Final Approval:**