

**RESOLUTION NO. 2022-11**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE CONTRACT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF REAL PROPERTY FOR PUBLIC PURPOSE USE.**

WHEREAS; the City has the legal authority to acquire this property in accordance with ARS 28-7095(B) "specific highway purpose", and

WHEREAS, the City Council has determined that the property located at 125 West 89A (APN 000-00-080), within Coconino County, Arizona (Subject Parcel) has viable uses for transportation related public purpose(s); and

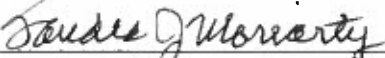
WHEREAS, the City has worked with ADOT to establish, in accordance with Arizona state statutes, a purchase price of \$164,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that:

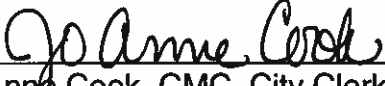
Section 1. The City of Sedona, through its Mayor and Council, hereby approves the purchase of the Subject Parcel from ADOT and authorizes and directs the Mayor to execute the Purchase Contract on behalf of the City of Sedona.

Section 2. That the Mayor and City Manager are authorized to approve and execute such other documents on behalf of the City of Sedona, Arizona necessary for the completion of the transactions.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 12th day of April, 2022.

  
\_\_\_\_\_  
Sandra J. Moriarty, Mayor

ATTEST:

  
\_\_\_\_\_  
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kurt W. Christianson, City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT  
SECTION**

**EXCESS LAND PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT, Page 1 of 2**

Project No.: 179 YV 304 H3414 02R

Sale No. L-F-017

Received from City of Sedona, an Arizona Municipal Corporation, herein called Purchaser, the sum of One Hundred Sixty-Four Thousand Five Hundred Dollars (\$164,500.00) as the total amount for the purchase of the State's interest in the real property known as Excess Land # L-F-017; a 1,678± sq. ft. commercial building on a lot that contains approximately 5,875± sq. ft. / 0.134 ± acres of land for a specific public purpose in accordance with ARS 28-7095(B) "specific highway purpose." located around the SW Corner of the roundabout at Junction SR 179 & SR 89A, in Sedona, Coconino County, Arizona and as shown on Exhibit "A" attached hereto.

By: \_\_\_\_\_  
Michael Craig, Manager Date

**SALE PRICE PAYABLE AS FOLLOWS:** As consideration, the Purchaser agrees to purchase the State's interest in the above described real property for the full purchase price of One Hundred Sixty-Four Thousand Five Hundred Dollars (\$164,500.00) payable as follows:

\$164,500.00                      Balance of full purchase price, payable at close of escrow.

**PURCHASER HEREBY AGREES TO:** Close of escrow within 60 days of signed purchase agreement.

The property shall be conveyed by Special Warranty Deed to: City of Sedona, an Arizona Municipal Corporation.

**PURCHASER TO SIGN ATTACHED ENVIRONMENTAL RELEASE FORM.** This agreement is made with the understanding that it is subject to the terms and conditions attached hereto and approval by ADOT's Infrastructure Delivery and Operations Division.

**PURCHASER:** City of Sedona, an Arizona Municipal Corporation

By Sandra J. Moriarty  
Sandy Moriarty

04/19/2022  
Date

Its: Mayor

Address: 102 Roadrunner Dr. Sedona, AZ 86336  
Telephone: 928-204-7127 E-Mail: smoriarty@sedonaaz.gov

**ARIZONA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY GROUP/PROPERTY MANAGEMENT  
SECTION**

**EXCESS LAND PURCHASE AGREEMENT AND RECEIPT FOR DEPOSIT, Page 1 of 2**

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By: Michael Craig 4/20/2022  
Michael Craig, Manager Date

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**PURCHASER:** City of Sedona, an Arizona Municipal Corporation

By Sandy Moriarty 04/19/2022  
Sandy Moriarty Date

Its: Mayor

Address: 102 Roadrunner Dr. Sedona, AZ 86336  
Telephone: 928-204-7127 E-Mail: smoriarty@sedonaaz.gov

## **TERMS OF EXCESS LAND PURCHASE AGREEMENT AND DEPOSIT RECEIPT, Page 2 of 2**

- ESCROW FEES:** When purchase is accomplished through escrow proceedings, the successful purchaser shall pay all escrow and collection fees.
- SCHEDULE:** Completion of a cash sale, or close of escrow, shall be scheduled on or before sixty (60) days from the date of execution of this purchase agreement. Any application for extension of time to complete the sales transaction must be in writing and approved by ADOT. An additional deposit may be required for any such extension. This non-refundable additional deposit will be applied to the purchase price if the sales transaction closes.
- POSSESSION:** Possession will be granted upon recording of the Special Warranty Deed and any other closing documents required.
- FORFEITURE OF DEPOSIT:** In the event buyer withdraws its approved bid, or fails to comply with any of the terms of this Agreement, ADOT is hereby entitled to retain the deposit as liquidated damages and buyer forfeits its right to the property.
- NON-ASSIGNABILITY:** This Purchase Agreement and any escrow instructions arising therefrom are not assignable until the escrow has closed.
- ENVIRONMENTAL RELEASE:** Successful bidders for the purchase of excess land must sign an Environmental Release form.
- DISCLAIMER OF WARRANTIES:** The State of Arizona, acting by and thru its Department of Transportation will convey by Special Warranty Deed only what right, title, and interest it has in the property and does not warrant marketability, sufficiency or color of title, ingress or egress to the property, zoning, utilities, or the ground location of property lines other than monumented highway right of way lines. The property is subject to all valid rights, exceptions and/or reservations (in accordance with Arizona Revised Statute 28-7210), whether or not these matters are of public record. Access to any existing utilities will be by way of what is existing at the time of this conveyance and shall be the responsibility of the Purchaser herein and the public or utility companies to show where that access is located. The obligation is upon the buyer to do their due diligence, to examine to their satisfaction the status of all matters affecting the property including the accuracy of title, boundaries, zoning, and physical conditions. If agricultural irrigation is to be supplied, the cost of extending service to the property is totally and expressly the cost of the purchaser. It is understood that this Disclaimer of Warranties shall remain in full force and effect regardless of the language contained in any subsequent closing documents or deeds.
- COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and

**constitute the same instrument. If there is any conflict between the two documents, the terms contained in this Agreement shall prevail.**

**ENVIRONMENTAL RELEASE, Page 1  
of 2 EXCESS LAND NO.: L-F-017**

The State of Arizona, acting by and thru its Department of Transportation (Seller) and City of Sedona, an Arizona Municipal Corporation (Buyer) have entered into a purchase and sale agreement (the Contract) dated 4/19/ 2022 and concerning the real property described in Exhibit A together with any improvements thereon.

Seller releases Buyer of and from all liabilities, obligations and claims, known and unknown, that Seller or third parties may now have against Buyer or that may arise in the future based in whole or in part upon the presence of toxic or hazardous substances or other environmental contamination on or within the Property.

Therefore, in return for sale of the Property and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

Seller hereby agrees to indemnify Buyer for and releases Buyer of and from any and all claims, demands, causes of action, losses, damages, liabilities, matters, costs and expenses of any kind, known or unknown, past, present or future a) relating to the Property arising out of any violation of any law, statute, ordinance, rule regulation, or order of determination of any governmental authority pertaining to health or environment and b) relating to any act, omission, event or circumstance related to hazardous substances or environmental contamination within, on, beneath, or released from the Property. This indemnification and release shall include, but not be limited to, any and all claims, demands, causes of action, losses, damages, liabilities, matters, costs and expense of any kind, known or unknown, past, present or future arising out of or related to the Underground Storage Tank program (A.R.S. 49-1001, et seq.) and its enacting regulations; the Water Quality Assurance Revolving Fund (A.R.S. 49 Chapter 2 Article 15) and its enacting regulations; the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.) and its enacting regulations; the Safe Drinking Water Act as amended (42 U.S.C. § 300f et seq.); the Clean Water Act as amended (33 U.S.C. § 1251 et seq.) and any and all other local, state, or federal laws related to environmental regulation and contamination.

Seller's agreement to indemnify and release Buyer is a material portion of the consideration for conveyance of the Property by Seller to Buyer.

The terms and provisions of this Release shall run with the Property and shall be binding upon Buyer and Buyer's successors in interest.

Buyer agrees that this property will have deed restrictions upon disposal requiring ADEQ and ADOT to monitor the existing monitoring wells associated with an ongoing environmental remediation of the site, and that the sale of the parcel will be subject to this requirement. Buyer agrees to this deed restriction and Seller will indemnify the Buyer against future exposure due to this environmental mediation. Seller agrees that it will complete closure of all Underground Storage Tanks.

(Continued – please sign and notarize next page)

**ENVIRONMENTAL RELEASE, Page 2  
of 2 EXCESS LAND NO.: L-F-017**

Executed this 19th day of April, 2022.

Purchaser: City of Sedona, an Arizona Municipal Corporation

By: Sandra D. Moriarty  
Sandy Moriarty

04/19/2022  
Date

Its: Mayor

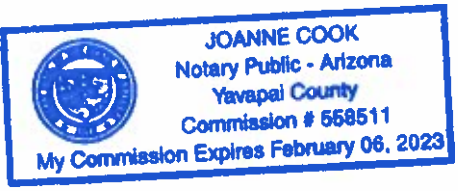
STATE OF ARIZONA        )  
  ) SS.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 19th day of April, 2022 by Sandy Moriarty, who acknowledged that she executed this instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Jo Anne Cook  
Notary Public in and for said County and State

My commission expires:  
February 6, 2023



## EXHIBIT "A"

Lot 1, of Block VII, of HART'S VILLAGE SUBDIVISION, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded as Book 2 of Maps, Page 54, located in the Southeast quarter (SE $\frac{1}{4}$ ) of Section 7, Township 17 North, Range 6 East, Gila and Salt River Meridian, Coconino County, Arizona;

EXCEPTING therefrom, any portion of said Lot 1 lying within the following described parcel:

BEGINNING at a 1 inch iron pipe set in the ground marking the Southwest corner of Lot 2 of said Block VII of HART'S VILLAGE SUBDIVISION;

thence along the West lines of said Lots 2 and 1, North 10 degrees 26 minutes 30 seconds East 201.5 feet;

thence at right angles, South 79 degrees 33 minutes 30 seconds East, 123.7 feet to the Easterly line of said Lot 1;

thence along the Easterly line of said Block VII from a tangent that bears South 6 degrees 33 minutes East along a curve to the right with a radius of 227.44 feet, through an angle of 23 degrees 13 minutes 30 seconds, a distance of 92.2 feet and South 16 degrees 40 minutes 30 seconds West, 110.3 feet to the Southeast corner of said Lot 2;

thence along the South line of said Lot 2, North 79 degrees 53 minutes 30 seconds West 120.3 feet to the POINT OF BEGINNING;

ALSO EXCEPT therefrom that portion which lies easterly of the following described NEW RIGHT OF WAY LINE;

(continued)

**PAGE 1**

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PROJECT: 179 YV 304 H3414      LOCATION: Village of Oak Creek-Jct. 89A      PARCEL: L-F-017  
S 238 - 805      Disposal      sw 09-18-2013



**NEW RIGHT OF WAY LINE DESCRIPTION:**

Commencing at a Bureau of Land Management (B.L.M.) brass cap marking the Southeast corner of said Section 7, being South 01°47'27" East 2620.71 feet from a B.L.M. brass cap marking the East quarter corner of said Section 7;

thence along the South line of said Section 7, South 89°46'01" West 227.23 feet to the existing right of way centerline of said State Route 179;

thence along said existing right of way centerline of State Route 179 North 17°49'18" East 136.23 feet;

thence continuing along said existing right of way centerline of State Route 179 along a curve to the Left having a radius of 81.86 feet, a length of 124.80 feet;

thence continuing along said existing right of way centerline of State Route 179 North 69°31'57" West 411.88 feet;

thence continuing along said existing right of way centerline of State Route 179 along a spiral curve to the Right having an "a"=10.00, a length of 160.00 feet;

thence continuing along said existing right of way centerline of State Route 17 from a Local Tangent Bearing of North 56°43'58" West along a curve to the Right having a radius of 358.10 feet, a length of 376.51 feet;

thence continuing along said existing right of way centerline of State Route 17 from a Local Tangent Bearing of North 03°30'30" East along a spiral curve to the Right having an "a"=10.00, a length of 160.00 feet;

thence continuing along said existing right of way centerline of State Route 17 North 16°18'29" East 115.12 feet;

thence North 73°41'31" West 41.00 feet to the POINT OF BEGINNING on said existing westerly right of way line of State Route 179;

thence North 16°18'29" East 179.08 feet;

thence South 80°15'31" East 4.45 feet;

thence North 16°18'29" East 33.73 feet;

thence North 20°33'16" East 10.02 feet;

(continued)

**PAGE 2**

thence North 17°49'38" East 66.29 feet;

thence from a Local Tangent Bearing of North 16°18'26" East along a curve to the Left having a radius of 226.36 feet, a length of 40.16 feet;

thence North 05°59'26" West 25.13 feet;

thence from a Local Tangent Bearing of North 00°11'56" West along a curve to the Left having a radius of 222.44 feet, a length of 62.78 feet;

thence South 67°11'56" West 6.88 feet;

thence North 46°42'29" West 25.88 feet;

thence from a Local Tangent Bearing of North 35°16'34" West along a curve to the Left having a radius of 162.73 feet, a length of 53.34 feet to the POINT OF ENDING on the South right of way line of State Route 89A (PRESCOTT – FLAGSTAFF HIGHWAY).

EXCEPT all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Patent from United States of America.

5875 square feet, more or less.

GRANTOR RESERVES unto the public and various utility companies, easements for existing utilities, if any, within the above described property, in accordance with Arizona Revised Statute 28-7210. Access to the existing utilities will be by way of what exists at the time of this conveyance and shall be the responsibility of the Grantee herein and of the public or utility companies to show where that access is located.

ALSO RESERVING unto the Grantor, its successors or assigns, the right to enter upon the above described property to maintain various monitoring wells that are located thereon.

The above described property shall have no direct access to said State Route 89A, but shall have access to Hart Road on the westerly side of said property and from northbound and southbound State Route 179 (RIMROCK-SEDONA HIGHWAY) on the easterly side of said property. Egress from said property to said State Route 179 shall be limited to only a right out movement.

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PROJECT: 179 YV 304 H3414      LOCATION: Village of Oak Creek-Jct. 89A      PARCEL: L-F-017  
S 238 - 805      Disposal      sw 09-18-2013



Douglas A. Ducey  
Governor

ARIZONA DEPARTMENT  
OF  
ENVIRONMENTAL QUALITY



Misael Cabrera  
Director

CERTIFIED MAIL  
Return Receipt Requested  
USPS # 7012 3460 0002 5549 0284

April 19, 2022

Ms. Jana Stock  
Kimstock LLC  
4685 East Navajo Lane  
Rimrock, Arizona 86335

**RE: LEAKING UST RELEASE CASE CLOSURE NOTICE OF DECISION**

UST Owner/Operator ID #6666  
LUST Case File #0364.04  
Facility ID # 0-001076  
Yavapai County

Kimstock LLC  
10K PUL gasoline UST #2  
Sedona Chevron #9-3759  
125 Hart Road  
Sedona, Arizona 86336

Dear Ms. Stock:

ADEQ reviewed the referenced leaking underground storage tank (LUST) case file including the document titled *Corrective Action Completion Report/LUST Case Closure Request* and dated January 4, 2022, which requested closure under Arizona Administrative Code (A.A.C.) R18-12-263.04. After determining that the referenced LUST case was eligible for LUST case closure, the Department provided public notice in accordance with A.A.C. R18-12-263.04(C) and A.A.C. R18-12-264.01 from March 16, 2022 to April 15, 2022. The public notice period ended without comment. In accordance with A.A.C. R18-12-263.04(D), ADEQ is closing the LUST case file for release 0364.04.

**Requirements**

Although ADEQ is not requiring further corrective actions at this time, if the Department becomes aware of site-specific conditions that warrant additional corrective actions, the referenced LUST case file may be re-opened and additional corrective actions may be required in accordance with A.A.C. R18-12-263.04(F).

In accordance with A.A.C. R18-12-264, the Department assigned Facility ID and LUST case file numbers shall be included on all correspondence and reports relating to this UST facility to ensure accuracy of file identification.

Ms. Stock  
April 19, 2022  
Page 2 of 2

If you disagree with ADEQ's determination, you have the right to file an informal appeal. An informal appeal must be received by ADEQ within thirty (30) days of receipt of this determination. Details on the appeals process are included in Attachment A.

Thank you for your efforts to comply with Arizona's environmental requirements. Should you have any comments or questions regarding this matter, please do not hesitate to contact me at (602) 771-4667 or [Abel.Erin@azdeq.gov](mailto:Abel.Erin@azdeq.gov).

Sincerely,



Erin Abel, Hydrogeologist III/Project Manager  
Corrective Action Unit  
UST-Leaking UST Section

Enclosed: Attachment A: Notice of Appeal Rights of Interim Decision

cc:

Mr. Ed Green, ADOT  
Via email only [EGreen@azdot.gov](mailto:EGreen@azdot.gov)

Ms. Annette Valverde, ADOT  
Via email only [avalverde@azdot.gov](mailto:avalverde@azdot.gov)

Ms. Joanne Keene, City of Sedona  
Via email only [JKeene@sedonaaz.gov](mailto:JKeene@sedonaaz.gov)

## Attachment A

### **Notice of Appeal Rights of Interim Decision**

This letter is considered an interim determination and you have the right to an informal appeal. To exercise the right, you must file a request for an agency review of the decision by filing a Notice of Disagreement pursuant to A.R.S. §49-1091. The review process may include an informal meeting with ADEQ to discuss the decision.

### To File Notice of Disagreement

To file an informal appeal of this decision, you must file a Notice of Disagreement (Notice) with ADEQ within thirty (30) days of receiving this letter. Pursuant to A.R.S. § 49-1091(C) the notice must include a written description of the specific portions of the decision with which you disagree and may include a request for a meeting with ADEQ to resolve the disagreement. ADEQ shall issue a final written decision within forty-five (45) days after receiving the Notice, or within fifteen (15) days of the informal meeting, whichever is later. If ADEQ fails to issue a final written decision within the times specified, the written interim determination becomes the final written decision which is an appealable agency action pursuant to A.R.S. §41-1092.03.

### If No Notice of Disagreement is Filed

If you do not file a Notice of Disagreement, ADEQ shall issue a final written decision within forty-five (45) days after issuance of the interim decision. If ADEQ fails to issue a final written decision within the time specified, this written interim decision becomes the final written decision which is an appealable agency action pursuant to A.R.S. §41-1092.03.

