



**LETTER OF INTENT  
DEVELOPMENT REVIEW  
JORDAN TOWNHOMES  
A.P.N. 401-58-001A  
2.06 ACRES OF VACANT LAND  
SUBMITTED  
JANUARY 10, 2022  
UPDATED AND RESUBMITTED  
12-8-2022**

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## **EXHIBITS:**

### **1. LETTER OF INTENT, APPLICATION, CITIZEN PARTICIPATION PLAN/REPORT, AND OTHER DOCUMENTS**

- 1a. Application
- 1b. Citizen Participation Plan
- 1c. Citizen Participation Report
- 1d. Special Warranty Deed
- 1e. Letters of Serviceability
- 1f. Title Report

### **2. PLANS**

- 2a. Preliminary Concept Grading and Utilities Plan 11-22-22
- 2b. Preliminary Concept Grading and Utility Plan (Estates Included) 11-22-22
- 2c. Landscaping Plan
- 2d. Outdoor Lighting Plan

### **3. ARCHITECTURAL**

- 3a. Cover Page
- 3b. Site Plan Height Exhibit
- 3c. Floor Plans
- 3d. Unit Elevations
- 3e. Building Plans
- 3f. Building Elevations
- 3g. Color Material Board

### **4. ENGINEERING REPORTS**

- 4a. Traffic Impact Study
- 4b. Sewer Design Report
- 4c. Water Design Report
- 4d. Concept Drainage Report
- 4e. Geotechnical Report

### **5. MAPS AND SURVEY**

- 5a. Area and Zoning Map
- 5b. Existing Conditions and Tree Survey Map
- 5c. Traffic Circulation Map
- 5d. ALTA Survey





## **I. ABOUT US**

Since 1992, Miramonte (“the Developer”) has been building the finest homes and commercial properties across the state of Arizona. From the Sonoran Desert, Sedona, and the mountains of Flagstaff, Arizona is a land of stunning diversity. No one understands this better than the Miramonte Companies. Capturing the essence of each environmentally and culturally unique community it serves within the Grand Canyon State has helped transform this Arizona-based regional company into the state’s premier privately held homebuilder.

Miramonte stands as a hallmark of craftsmanship, value, and customer focus. Miramonte’s portfolio spans the entire range of the building continuum, including high-density, multi-family urban dwellings, semi-custom, and first move-up communities, and Miramonte’s visually stunning business, office, and warehouse spaces.

Owned by Chris Kemmerly and led by a team of experienced building professionals, Miramonte is a fully integrated builder with unparalleled scope, resources, and capabilities.

## **II. PURPOSE**

The purpose of this development is to bring additional housing to the City of Sedona. According to the **Housing Needs Assessment & Five-Year Housing Action Plan, dated November 2020**, there are only 257 apartment units and 211 single family attached units or townhomes in Sedona. Eighty-seven percent (87%) of housing units in the City are single family detached units and mobile homes. The Plan also states there is a current housing shortage of 1,260 units in Sedona, which will increase to over 1,515 units within the next five years due to an anticipated increase in jobs. Sedona needs more housing for its workforce!

## **III. OVERVIEW**

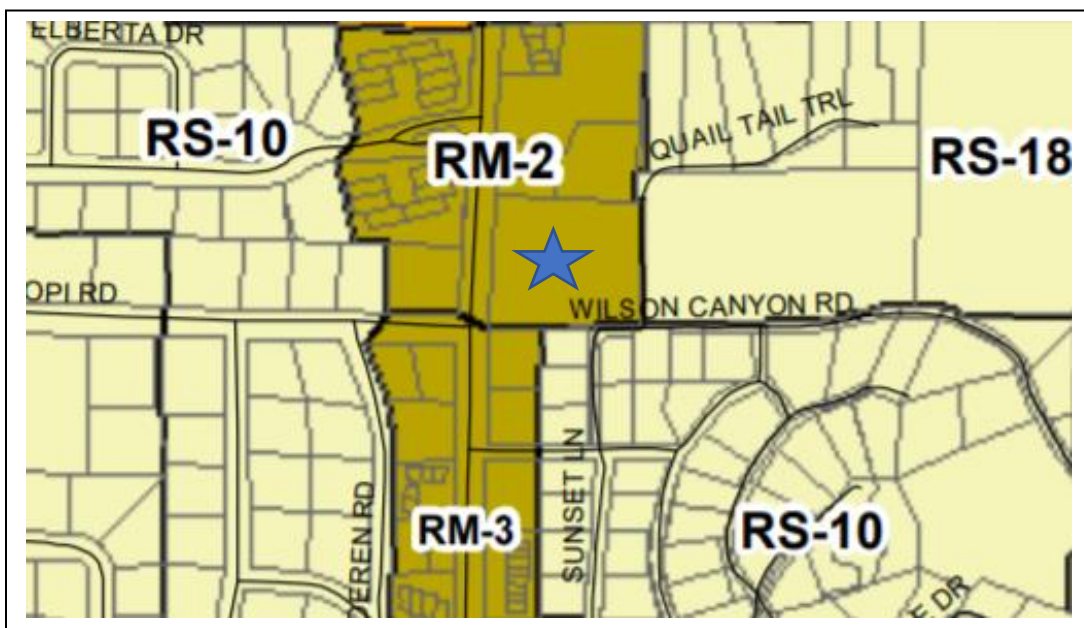
Miramonte is proud to present the Jordan Townhomes Project (“the Project”) a 24-unit rental project, providing additional housing for the city of Sedona. The development is proposed on a 2.06-acre vacant parcel in Uptown Sedona. The proposal is to develop the site under its current zoning, Multi-Family Residential High-Density (RM-2), under a new plan approval. This Project is attractive, energy smart, and sustainable. It blends with the natural environment, preserves open space, and creates a sense of community and a sense of place. It conforms to the existing neighborhood and zoning, is pedestrian-friendly, and will enhance the adjacent neighborhood through the construction of high-quality development. It provides diversity in housing for Sedona and complies with Sedona’s Land Development Code (“LDC”), the Design Review, the Engineering, and Administrative Manual (“DREAM”), Sedona’s Community Plan and the Housing Needs Assessment & Five-Year Housing Action Plan dated November 2020.

This application requires a Major Development Review by the Planning and Zoning Commission since it is greater than 11 units, **LDC 8.4 (A) Table 8.2**. All required documents are included in the application and fees have been paid as required in **DREAM Sections 1.1 and 1.2**. This application is being submitted by the owner of the land as required in the **Land Development Code (LDC), Section 8.3 C(1)(a)(1)**.

#### IV. DEVELOPMENT PROPOSAL

##### A. SITE

The property is located on the east side of Jordan Road adjacent to NavaHopi Road in Uptown Sedona in Coconino County, Assessor Parcel Number 401-58-001A. The property is vacant land, approximately 2.06 acres. It is zoned Multi-Family Residential High Density (RM-2). “The RM-2 district is intended to accommodate medium to high-density multifamily residential uses, including limited single-family uses and duplexes” **LDC Section 2.9A**. The property is bordered by three different use designations; Multi Family Medium & High Density (north, west and south) specifically, RM-2 & RM-3, Single Family Low Density (north and east) (RS-18), and Single-Family Medium Density (south) (RS-10). The development proposal is for a multi-family development permitted by right on the RM-2 parcel, **LDC Article 3.2**. The application will receive plan approval by the City of Sedona and its appointed representatives and is not introducing any new use into the neighborhood. **LDC Section 8.3 E(5)c**.



##### B. DESIGN

The development proposal is for a multi-family development 24 units, a total of 59 bedrooms. There will be four separate floor plans; Plan B, C, E, and G. There will be (5) Plan B units at approximately 1509 SF offering 3 bedrooms per unit, (2) Plan C units at 1676 SF offering 3 bedrooms per unit, (7) Plan E units at 2040 SF offering 4 bedrooms per unit and (10) Plan G units at 491 SF offering 1 bedroom per unit. The variety in floor plans will have varying rents and provide housing at different income levels for the community. **Exhibit 3c**.

The Land Development Code, **LDC Section 2.24 (B)** allows for units less than 500SF to be counted as half units (.5) when calculating density, therefore the 24 units count as 19 units per the zoning code. Harris Court, a public right-of-way bisects the parcel, thereby creating a .85 acre parcel on the north of Harris Court and .77 acres on the south of Harris Court. Using the calculations under **LDC Section 2.24**, the north parcel has 11.76



units/per acre and the south parcel has 11.69 units per acre, which complies with the **LDC Section 2.24(C)** of 12 units per acre allowed in the RM-2 zone. **Exhibit 2a.**

The site plan meets the development requirements in the RM-2 zone, a front setback is 25', the side setback is 10' and the rear setback is 25'. The max building height is 25' and complies with the **LDC Section 2.24 (d) (1)** of a max building height of 25' in the RM-2 zone for multi-family development. **Refer to Exhibits 2a and 3b.**

The buildings have been designed to be compatible with the surrounding neighborhood and have been situated on the site to provide masses of different heights and planes in conformance with the City of Sedona. The construction will be wood frame, slab-on-grade. The roofs will be flat and will feature parapets of varying heights. The exteriors will be stucco with light reflective values of 8 and 9. Stone, wood, and metal will be incorporated into the exterior façade to complement the surrounding natural environment. **LDC Sections 5.7, 8.3 E (5) e., g. , DREAM Sections 2.2, 2.7. Refer to Exhibits 2a, and 3b.**

Each unit will have a garage except for Plan G, the one-bedroom unit. Tenants can use the garages to park their cars, and bicycles, and for additional storage. All units will have an air conditioner, covered porch, full kitchen, great room, and laundry room. Mechanical equipment will be located on the roof behind the parapet screened from view. **LDC 5.5, LDC 5.6., DREAM 2.6. Refer to Exhibits 3a-3h.**

### **C. SUSTAINABLE DEVELOPMENT**

The Jordan Townhomes will be energy smart. All units will be ENERGY STAR certified and include energy-efficient features and appliances, including LED interior and exterior lighting and the use of open cell foam insulation in the attics and walls. Low- VOC and formaldehyde-free materials will be used for the carpet, cabinets, and paint.

The townhomes will include energy recovery ventilators for air quality which qualify the units for air quality plus certification and engineered HVAC to ensure efficiency. The Home Energy Rating System (HERS) scores will be below 60 which helps to conserve energy and reduce the cost of energy bills. This means that our townhomes will be 40% more efficient than a standard home with estimated annual energy savings of 75%.

The townhome units will be EV-capable by installing an electrical panel capacity with a dedicated branch circuit and a continuous raceway from the panel to the EV parking in the garages. **City of Sedona Building Code.**

All townhomes will also include double heavy-duty hidden waste baskets in the kitchen cabinets to promote recycling. Our property manager will also include materials to residents at lease signing on what can and cannot be recycled and provide information on how they can learn more ways to recycle by contacting the City of Sedona Sustainability Program at 928-203-5060. **LDC 8.3 E (5)g. , DREAM 2.2(D).**

### **D. IMPACT ON COMMUNITY CHARACTER**

The character of the existing neighborhood and community is diverse. Existing land uses include full-time residents and part-time residents occupying both single-family residential homes as well multi-family dwellings, with nearby lodging/hotels, restaurants, retail other commercial uses/services. This development proposal continues the same land use themes that exist in the Uptown area and the neighborhood of the subject property in particular. Community character is enhanced by providing additional housing choices for the community. This land use is not introducing a use that does not exist in the immediate neighborhood and is compatible in massing, scale, and size. **LDC 8.3E(5)e, DREAM 2.2.**



#### **E. LANDSCAPING, BUFFERING AND SCREENING**

The development has been designed to reduce the building coverage and provide additional open space. Twenty-four percent (24%) of the site is covered by buildings and 31% is covered by parking driveways and sidewalks for a total coverage of 55% which is less than the maximum total coverage allowed of 65%.

Forty-four percent (44%) percent of the site is open space. The Landscape Plan will incorporating native plants and adapted plants to blend the built environment with the natural landscape. At least 50% of the trees and shrubs will be native to the area, these plants are adapted to the dry climates of northern Arizona and are more resistant to our extreme temperatures. The native plants also provide wildlife habitat for birds and pollinators and are low maintenance. The adaptive plants that have been selected are also acclimated to Sedona's temperatures and are drought tolerant. The landscape will provide an attractive streetscape, buffer, and screening between Jordan Road the existing neighborhood, and the development. All plants selected will be drought tolerant and will benefit the environment by providing wildlife habitat, clean air, preventing erosion, recharging the groundwater, stormwater retention, and infiltration, aiding in water pollution, and reducing dust, noise, heat, and glare. **LDC 5.6 (C), LDC Sections 5.6, LDC Section E(5)g, DREAM Sections 2.2, 2.3 and 2.4.**

#### **F. AMENITIES**

The development is providing a "sense of place" for its residents, with 5' pedestrian pathways located on the north and south of the development providing access to private sitting areas to enjoy the beautiful red rock views and ramadas with picnic tables, and BBQ grills. A fenced-in dog park will also be provided where residents can meet and get to know one another while playing with their pets at the dog park. **DREAM 2.2 (A, B).**

#### **G. ACCESS, CONNECTIVITY, CIRCULATION, AND PARKING**

Jordan Townhomes is ideally located in Uptown Sedona less than 1/3 mile from nearby restaurants and retail stores. Access to the development will be off Jordan Road and Harris Court. Harris Court will be a 50' right-of-way dedicated to the City of Sedona, the road width will be 24' with 5' sidewalks on the north and south of the road and a landscaped parkway. Harris Court will provide access to Quail Tail Trail, an existing 20' wide roadway, and extend into the Jordan Estates Subdivision as a dead end. Quail Tail Trail will be paved by the Developer. The site can also be accessed off of Quail Tail Trail via Wilson Canyon Road through the Sierra Vista Subdivision. **Exhibit 2a.**

Emergency vehicles will have access to the site via Jordan Road, Harris Court, and Quail Tail Trail from Wilson Canyon Road through the Sierra Vista Subdivision. There is an existing fire hydrant at the northwest corner of the site and another fire hydrant proposed at the intersection of Harris Court and Quail Tail Trail. The hydrants meet the minimum spacing required by the fire department. **Exhibit 2a.**

Parking for residents and their guests will be in their garages and/or driveways eliminating the need for large expanses of parking, thereby preserving more open space on site. Four vehicles will also be able to park on Harris Court as overflow parking. Plan G will have shared driveways. Bicycle parking for the development will



be in the garages. G units may park their bicycles under their covered patios at their units. **Exhibit 2a, Exhibit 3.**

Pedestrians will be able to walk on the sidewalks on both sides of Harris Court and along the site frontage along 10' wide sidewalks installed on the east side of Jordan Road extending to the north and south property boundaries. Sidewalks within the development and on Jordan Road will reduce traffic by encouraging a walkable development and neighborhood, thus promoting active and healthy lifestyles and creating connections with residents and adjacent neighbors. **Exhibit 2a.**

A Traffic Impact Study was prepared by Civtech, dated November 2022 included as **Exhibit 4a.** CivTech conducted a site visit of the proposed development on February 7, 2022. The existing roadway network within the study area included Jordan Road, Orchard Lane, Navahopi Road, and Hillside Avenue. Jordan Road is classified by the city of Sedona as a major collector roadway; the others are all local roads and all public roads. The potential trip generation for the proposed development was estimated utilizing the latest (11<sup>th</sup>) edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* (TripGen11) and the 3<sup>rd</sup> edition of the *Trip Generation Handbook*. Civtech calculated the trip generation based on the individual 24 dwelling units expected. The analysis reveals that the new development could generate 230 total vehicle trips each weekday. Adding these weekday trips to the approximately 1,000 vehicles per day (vpd) on Jordan Road yields a total of 1,200 to 1,250 vpd, which is well within the range of volumes (1,500-3,500 vpd) expected on a collector roadway. The development could generate 30 trips (7 in/23 out) during the weekday AM peak hour and 31 total vehicle trips (20in/11 out) during the weekday PM peak hour. The development could generate 30 trips (16 in/14 out) during the Saturday peak hour, which typically occurs midday (i.e., between 11 AM and 3 PM). **LDC Section 5.4, LDC Section 5.5., DREAM Sections 3.3 and 3.4, Exhibit 4a.**


**H. EXTERIOR LIGHTING**

Lighting will be dark sky compliant. The lights will be exterior wall-mounted lanterns. All fixtures will house a Bulbrite Amber LED as noted in the table below to be sensitive to the existing neighborhood and wildlife habitat. **LDC Article 5.8, DREAM 2.8., Exhibit 2d.**

**Unit Type Breakdown**

Plan B= 5  
 Plan C= 2  
 Plan G=5 (10 half units)  
 Plan E= 7

**Fixture Type**

Wall Sconce: SeaGull 88240D-780   
 w/ Bulbrite Bulb7W LED ST18 650 Lumen

**Fixture Schedule & Lumen Calculation Table**

Unit Type	# of Fixtures	Watts/ Fixture	Shielding	Lumen/ Fixture	Color Temp (Kelvin)	Lumens/ Unit	Total Lumens
Plan B	4	7	Full	650	2,200	2,600	13,000
Plan C	4	7	Full	650	2,200	2,600	5,200
Plan E	4	7	Full	650	2,200	2,600	18,200



Plan G	5	7	Full	650	2,200	3,250	16,250
<b>Total</b>							<b>52,650</b>

**\* Allowed Lumens (70,000/net acre X 1.59=68,704 Maximum Lumens Allowed)**

**(Net acreage is the total land area of the parcel, less any area devoted to public rights-of-way)**

**I. SIGNS**

If signs are to be installed for the Project, they shall comply with the code and will be chosen to enhance the community and appropriately placed within the development. A sign permit would be submitted to the City of Sedona for final review and approval. **LDC Article 6, DREAM Section 2.9.**

**J. TOPOGRAPHIC AND FLOOD ZONE DESIGNATION**

This is a relatively flat terrain, covered with shrubs and native grass. The Project is located in Zone X of the FEMA Flood Insurance Rate Map number 04005C7444G, effective September 3, 2010. Zone X is described as an area determined to be outside the 500-year floodplain.

The site is located within the City of Sedona Floodplain Management Study prepared by the Soil Conservation Service in May 1994. The Project is not located within a 100-year floodplain per this study. There is no urban or rural floodplain located on this site. Refer to the Concept Drainage Report prepared by Shephard Wesnitzer Engineering. **LDC Section 5.3.**

**K. GRADING AND DRAINAGE**

The proposed drainage improvements will be designed to provide safe and efficient drainage across the project site. The open channels, catch basins, and storm drain structures will be designed to intercept 100% of the estimated 100-year flow for the on and off-site flows.

The Project will be served with an offsite underground detention structure, to be located on the Jordan Estates parcel, Assessor Parcel Number 401-05-004A (the “Jordan Estates”). Jordan Estates will grant a drainage easement for the benefit of the Jordan Townhomes Project. All grading activities on the project site will comply with the City codes. **LDC Section 5.3., DREAM Section 3.2. Exhibit 4d.**

**L. WATER AND SEWER**

A new 8” water line and 8” sewer line will be designed and installed in accordance with the City of Sedona Engineering Design Standards and ADEQ. **Refer to Exhibits 4a., 4b.**

**M. TRASH COLLECTION**

Trash collection will be provided by Taylor Waste, each unit will have its trash and recycling receptacles. Residents will be provided educational materials on recycling at lease signing. **DREAM 2.2.**

**N. PUBLIC ART**

Miramonte will follow the Public Art Requirements as defined in the **LDC Section 5.9 (C)** and provide a cash contribution to the City of Sedona Art in Public Places Fund.





## **O. PROJECT TIMING**

Once land use entitlements are completed, the intent is to submit construction documents for approval and permitting to the City of Sedona. Once permitted, construction would then commence. The expected time frame for the commencement of construction is the second quarter of 2023. The developer does not anticipate phasing the project.

## **V. NEIGHBORHOOD MEETING & CITIZEN PARTICIPATION PLAN**

The Citizen Participation Plan was prepared in accordance with the LDC Section 8.3 D. and is attached as part of this application as **Exhibit 1b**.

On January 31<sup>st</sup>, 2022, the Developer held a neighborhood meeting. Mailing were sent per the Citizen Participation Plan via first class mail to the following;

- a. Property owners within 600',
- b. The head of any homeowners' association, or community/neighborhood appointed representative adjoining the project site,
- c. Other interested parties who have requested that they be placed on the notification list for a particular project.

The Public Participation Report is included in the application as **Exhibit 1c. LDC Sections 8.3(D), 8.3(E)5e.**

## **VI. COMMUNITY PLAN CONFORMANCE**

The Jordan Townhomes conform to the Sedona Community Plan as further described below. The Sedona Community Plan identifies outcomes, visions, goals, policies, and recommendations for the community. The Community Plan was reviewed for its compatibility with, and benefits provided by the Developer's application. This application meets the Community Plan outcomes, visions, goals, policies, and recommendations, including providing clear benefits to the community. In comparing the Community Plan to this application, there are no conflicting elements between the Plan and this proposed project. **LDC Section 8.3(E)5c.**

### **A. VISION**

The Jordan Townhomes complies with the Vision of the Community Plan by addressing Environmental Stewardship, Community Connections, Improved Traffic Flow, Walkability, Economic Diversity, and a Sense of Place.

### **1. ENVIRONMENTAL STEWARDSHIP**

Jordan Townhomes supports the vision of Environmental Stewardship.

- ✓ Jordan Townhomes will be Energy Star-certified.
- ✓ Promoting recycling by providing double trash bins for pick up and inside the units and educating tenants.
- ✓ The units will be air quality plus certified and engineered HVAC to ensure efficiency.
- ✓ The Home Energy Rating System (HERS) scores will be below 60 which helps to conserve energy and reduce the cost of electric bills.



- ✓ The townhomes will be 40% more efficient than a standard home with estimated annual energy savings of 75%.
- ✓ 44% of the site will remain open space.
- ✓ Native and adaptive drought-tolerant plants will be installed.
- ✓ The exterior façade of the buildings will blend with the natural environment and include colors with light reflective values of 8 and 9.
- ✓ The units will have varying heights and planes to help preserve the view shed.
- ✓ Exterior lighting will be dark sky compliant and comply with Section 5.8 of the Land Development Code.

## **2. COMMUNITY CONNECTIONS**

The Jordan Townhomes supports the vision of Community Connections.

- ✓ A dog park will be installed to provide a place for the residents to meet and gather.
- ✓ 5' sidewalks within the development provide a walkable community.
- ✓ 5' pedestrian pathways leading to ramadas and benches for picnics and red rock viewing.

## **3. IMPROVED TRAFFIC FLOW**

The Jordan Townhomes supports the vision of Improved Traffic Flow.

- ✓ Access to the development off Jordan Road.
- ✓ 24' wide new right-of-way into the development, Harris Court providing accessibility to residents and service vehicles.
- ✓ Parking is provided at each townhome with either a garage and/or driveway.

## **4. WALKABILITY**

The Jordan Townhomes supports the vision of Walkability.

- ✓ 5' wide sidewalks throughout the development.
- ✓ Pedestrian pathways.
- ✓ 10' wide sidewalks on Jordan Road adjacent to the development.

## **5. ECONOMIC DIVERSITY**

The Jordan Townhomes supports the vision of Economic Diversity.

- ✓ 24 townhome rentals, one, two, and three-bedroom units, providing diversity in housing for residents in Sedona at different socio-economic levels and incomes.

## **6. SENSE OF PLACE**

The Jordan Townhomes supports the vision of a Sense of Place.

- ✓ The built environment blends with the natural environment through the use of building materials and color schemes.
- ✓ Natural and adaptive landscaping.
- ✓ Sustainable development.





- ✓ Dog park to bring neighbors together to create a “Sense of Place”.
- ✓ Ramadas with BBQs.
- ✓ Pedestrian pathways and park benches to enjoy Sedona’s views.

## **B. LAND USE, HOUSING, AND GROWTH**

Goals for Land Use, Housing, and Growth include:

1. Grow only within currently established residential and commercial limits.
2. Ensure harmony between the built and natural environments.
3. Reflect a unique sense of place in architecture and design.
4. Provide public gathering spaces that promote social interaction.
5. Create mixed-use, walkable districts.
6. Encourage diverse and affordable housing options.

Jordan Townhome supports the goals of Land Use, Housing, and Growth.

- ✓ The Jordan Townhomes project site is infill. Sedona encourages the development of infill sites within the city limits.
- ✓ The adjacent land uses range from low-density to high-density residential. This Jordan Townhomes would not introduce a new use into the neighborhood.
- ✓ There is harmony between the built environment and the natural environment. Exterior finishes and colors will blend with the environment. Lighting will comply with the dark sky ordinance. The units will have varying horizontal and vertical planes to preserve the viewshed and colors to blend with the environment.
- ✓ 44% of the site is open space.
- ✓ Natural and adaptive landscaping will be installed.

## **C. LAND USE POLICIES**

The Land Use Policies Include:

1. Approve new housing units only if within the City’s current overall limit on the total number of homes that can be built under current zoning.
2. Establish good communication with community planning groups and public agencies within the Verde

Jordan Townhomes supports the Land Use Policies:

- ✓ Miramonte’s Project is located on an infill lot and the development proposal is under the current zoning and meets the required units per acre for the RM-2 zoning.
- ✓ Miramonte’s Citizen Participation Plan will facilitate communication and input from the constituencies identified in this policy.

## **D. CIRCULATION**

The goals of Circulation include:

1. Reduce dependency on single-occupancy vehicles.



2. Provide for safe and smooth flow of traffic.
3. Coordinate land use and transportation planning and systems.
4. Make the most efficient use of the circulation system for long-term, community benefits.
5. Limit the building of new roads and streets and make strategic investments in other modes of travel.
6. Create a more walkable and bikeable community.

Jordan Townhomes supports the Circulation goals:

- ✓ Due to the density and infill location of the subject property, this proposal will likely reduce commuting and traffic for workers living and working in Uptown Sedona as a result of more centralized housing options for residents.
- ✓ Miramonte's application does not require any additional access points off Jordan Road or Highway 89A.
- ✓ There will be no new, unplanned roads built as a part of Miramonte's application, which instead will utilize existing built roadways.
- ✓ The location of the property and use are supportive of creating a more walkable and bikeable environment.

**E. ENVIRONMENT**

The Community Plan identifies 5 primary Goals as follows:

1. Preserve and protect the natural environment.
2. Ensure a sufficient supply of quality water for the future.
3. Protect Oak Creek and its riparian habitat.
4. Reduce the impact of flooding and erosion on the community and environment.
5. Promote environmentally responsible building and design.

The Jordan Townhomes is supportive of the Environment goals:

- ✓ Landscaping design shall incorporate low water usage materials.
- ✓ Energy Star-certified townhomes.
- ✓ Promoting recycling by providing double trash bins for pick up and inside the units and educating tenants.
- ✓ Air quality plus certified and engineered HVAC to ensure efficiency.
- ✓ The Home Energy Rating System (HERS) scores will be below 60 which helps to conserve energy and reduce the cost of electric bills.
- ✓ Townhomes will be 40% more efficient than a standard home with estimated annual energy savings of 75%.
- ✓ 44% of the site will remain open space.
- ✓ Native and adaptive drought-tolerant plants were chosen in the Landscape Plan.
- ✓ Exterior façade and stucco colors of 8 and 9 percent to blend with the natural environment.
- ✓ Building with different heights and planes.
- ✓ Exterior lighting will be dark sky compliant and comply with Section 5.8 of the Land Development Code.



## **F. PARK, RECREATION, AND OPEN SPACE**

The Community Plan identifies three goals under Par, Recreation, and Open Space:

1. Protect and preserve natural open space.
2. Ensure the protection of the environment while providing for responsible outdoor recreation.
3. Provide activities and amenities that allow for community interactions and encourage active and healthy lifestyles.

Miramonte's application is supportive of these goals:

- ✓ The Project will preserve 44% percent of the site as open space.
- ✓ At least 50% of the trees and shrubs will be native to the area, these plants are adapted to the dry climates of northern Arizona and are more resistant to our extreme temperatures.
- ✓ A dog park will be provided for the residents.
- ✓ 5' sidewalks promoting a walkable neighborhood.
- ✓ 5' pedestrian pathways within the development.
- ✓ 10' sidewalks on the east side of Jordan Road on the

## **G. ECONOMIC DEVELOPMENT**

This section of the Community Plan identifies five goals for the community.

1. Support locally owned businesses.
  2. Recruit new businesses and organizations representing different business and institutional sectors that diversify Sedona's economic base.
  3. Preserve and enhance Sedona's tourist-based economic sector.
  4. Incorporate an assets-based framework into the City's economic development efforts.
  5. Improve the City's transportation, information, and communication infrastructure to allow the businesses to compete regionally, nationally, and globally.
- ✓ The Jordan Townhomes Project does not directly address these goals.

Community Policies identified in this section that are supported by this application:

1. Partner with the private sector to build an economically and environmentally attractive community by utilizing the City's unique image to promote new investment.
  - ✓ The Jordan Townhomes does not directly address this policy.
2. Attract high-wage employment opportunities and professional-based businesses to diversify the City's economic base and generate positive secondary benefits for the community.
  - ✓ The Jordan Townhomes does not directly address this policy.

While the Jordan Townhome application doesn't directly address the Economic Development goals listed here, the addition of 24 townhome units supports Sedona's economy by providing additional rental housing for the community. It is anticipated that there will be an increase of over 1600 jobs in the next ten



years. Additional housing is needed for Sedona’s workforce. **Housing Needs Assessment, dated November 2030.**

## **H. COMMUNITY**

This section of the Community Plan provides for five distinct goals:

1. Cultivate an appreciation and respect for Sedona’s distinctive community character.
2. Ensure that the needs and aspirations of the community now and into the future are met through a variety of cultural activities, opportunities, and facilities.
3. Create increased opportunities for formal and informal social interactions.
4. Enhance opportunities for artistic display, engagement, and learning.
5. Preserve and celebrate the community’s history.

Policies of this section that are supported by this application include the following:

3. Attract and retain creative professionals, businesses, and educational intuitions that contribute to the arts, cultural, and economic vitality of the community.
- ✓ Miramonte’s application provides housing for the creative professionals and businesses sought by the City, for themselves, and their employees, thus contributing to the vitality of the community, a Community Benefit.

## **VII. FINAL DESIGN REVIEW AND APPROVAL REQUESTED**

The proposal has met the applicable requirements of the Land Development Code and the Design, Review, Engineering, and Administrative Manual requirements of **LDC Section 8.3E(5)** as demonstrated throughout the narrative. All required plans and documents have been submitted and are included in the packet and fees have been paid. The Developer requests final review and approval by the City of Sedona and decision-making bodies. **LDC 8.3E(5)a, DREAM 1.2A.**

# Project Application

fillable PDF available online at:  
[www.sedonaaz.gov/projects](http://www.sedonaaz.gov/projects)



**City Of Sedona**  
**Community Development Department**  
 102 Roadrunner Drive Sedona, AZ 86336  
 (928) 282-1154 • [www.sedonaaz.gov/cd](http://www.sedonaaz.gov/cd)

Application for (check all that apply):

- |   |   |                                      |   |
|---|---|--------------------------------------|---|
| <input type="checkbox"/> Conceptual Review        | <input type="checkbox"/> Comprehensive Review   | <input type="checkbox"/> Appeal      | <input type="checkbox"/> Time Extension     |
| <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Development Review     | <input type="checkbox"/> Subdivision | <input type="checkbox"/> Minor Modification |
| <input type="checkbox"/> Zone Change              | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance    |   |

Project Information	Project Name			
	Project Address		Parcel No. (APN)	
	Primary Contact		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Office Use Only	<i>Application No</i>		<i>Date Received</i>	
	<i>Received by</i>		<i>Fee Paid</i>	

Project Description	
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Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	



**Citizen Participation Plan  
Jordan Townhomes  
A.P.N. 401-58-001A  
January 10, 2022**

In connection with our application for design review for the Jordan Townhomes, the applicant, Jordan Road Lofts LLC, (Owner/Developer) has formulated this Citizen Participation Plan and welcomes feedback from the City of Sedona (the “City”) regarding any of the details set forth herein. The information herein is intended to comply with relevant portions of the Land Development Code (the “Code”), Section 8.3 D. Citizen Review Process.

Introduction

Jordan Road Lofts, LLC is proposing to develop a 2.06-acre parcel located off Jordan Road, Sedona, Arizona, Assessor Parcel Number 401-58-001A. The development will consist of twenty-two, two story townhomes consisting of 76 bedrooms.

The property is zoned Multi-Family Residential High Density (RM-2) and allows for 12 units per acre.

Citizen Review Process, Land Development Code, Section 8D.

1. Purpose

The citizen review process is intended to:

- a. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;
- b. Ensure that citizens and property owners within the community have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and

- c. Facilitate ongoing communication between the applicant, interested citizens, and property owners throughout the application review process.

2. Applicability

- a. Applicant is requesting a public hearing and therefore shall prepare a citizen participation plan. Implementation of the plan shall begin upon submittal of the application.

3. Target Area

- a. Property owners within 600’.
- b. The head of any homeowners’ association, or community/neighborhood appointed representative adjoining the project site; and
- c. Other interested parties who have requested that they be placed on the notification list for a particular project.
- d. The Director may determine that additional notices or areas should be provided.

4. Citizen Participation Plan

The Target Area will be notified via first class mail of the proposed project, a virtual meeting will be scheduled on January 31<sup>st</sup> at 5:00 PM to provide an opportunity for interested parties to learn more about the project, provide suggestions and ask questions.

At the meeting, attendees will sign in, and an introduction and overview of the development will be presented. After the presentation, attendees will have the opportunity to ask questions and provide comments. Developer will invite contribution of comments and concerns to be submitted in advance of the meeting via email and at the meeting via chat features through the online meeting service. Upon collection of the attendees’ written responses, Miramonte will discuss some of the comments received and facilitate an open forum discussion with attendees. Miramonte will provide attendees with contact information to permit follow up discussions with any interested participant.

5. Citizen Participation Report

Pursuant to Code Section 8.3 D. (7) after the meeting a written summary of the meeting will be prepared and submitted to the Community Development Director. The report will include the (i) dates and location of the meeting; (ii) a copy of the notices provided, including dates and number of mailings or deliveries; (iii) a copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; (v) the number and names of people that participated in the process based on the sign-in sheet.

In addition, Miramonte's report will contain a summary of concerns, issues and problems expressed during the neighborhood meeting, including: (i) the substance of the concerns, issues, and problems raised during the process; (ii) how Miramonte has responded to these comments.

Finally, Miramonte will provide a copy of the written summary to all attendees who recorded their name on the sign-in sheet via e-mail. Miramonte welcomes any feedback from the City regarding its proposed neighborhood meeting plan.

**Exhibits**

Neighborhood Notice Letter

600' Radius Map

Owner Address Labels





**Via First Class Mail**

RE: Invitation for Citizen Participation Neighborhood Meeting  
For: Jordan Townhomes  
Property Owner/Developer: Jordan Road Lofts, LLC  
Project Name: Jordan Townhomes  
Property: A.P.N.: 401-58-001A

Dear Neighbors and Interested Parties:

We are pleased to invite you to a virtual Neighborhood Meeting, as an opportunity for you to provide your comments related to the development proposal Jordan Townhomes for the property located off Jordan Road, in Sedona, Arizona, Assessor Parcel Number 401-58-001A.

Jordan Road Lofts, LLC is the owner and developer of the property and proposes to develop 22 townhomes on the 2.06-acre parcel. The property is zoned Multi-Family Residential High Density (RM-2) and allows for 12 units per acre. The proposed development is allowed under the current zoning.

At the meeting, we will share additional documents and information about the project. The meeting structure will include an introduction of the project, optional written contribution from attendees, discussion of attendees' written contribution, and an opportunity for discussion with the various project team members.

**The meeting will be held virtually  
Monday, January 31st, 2022  
at 5:00PM**

To attend the meeting, login to the zoom link.

Topic: Jordan Townhomes

Time: Jan 31, 2022 05:00 PM Arizona

Join Zoom Meeting

<https://us02web.zoom.us/j/85074983525?pwd=ZmdGSmpieTJkM0JIN251TnRVekNRUT09>

Meeting ID: 850 7498 3525

Passcode: 197254

Dial by your location

1-346-248-7799 US



Interested persons may submit their comments/questions in advance of the meeting to, Charity Lee, [clee@miramontehomes.com](mailto:clee@miramontehomes.com), or by mail at Miramonte Homes, 102 S. Mikes Pike, Flagstaff, AZ. 86001. For more information call (928)600-3594.

**For Additional Information Contact:**

Cari Meyer, Planning Manager  
City of Sedona, Community Development Department  
Community Development  
102 Roadrunner Drive  
Sedona, AZ 86336  
[cmeyer@sedonaaz.gov](mailto:cmeyer@sedonaaz.gov)  
(928) 203-5049

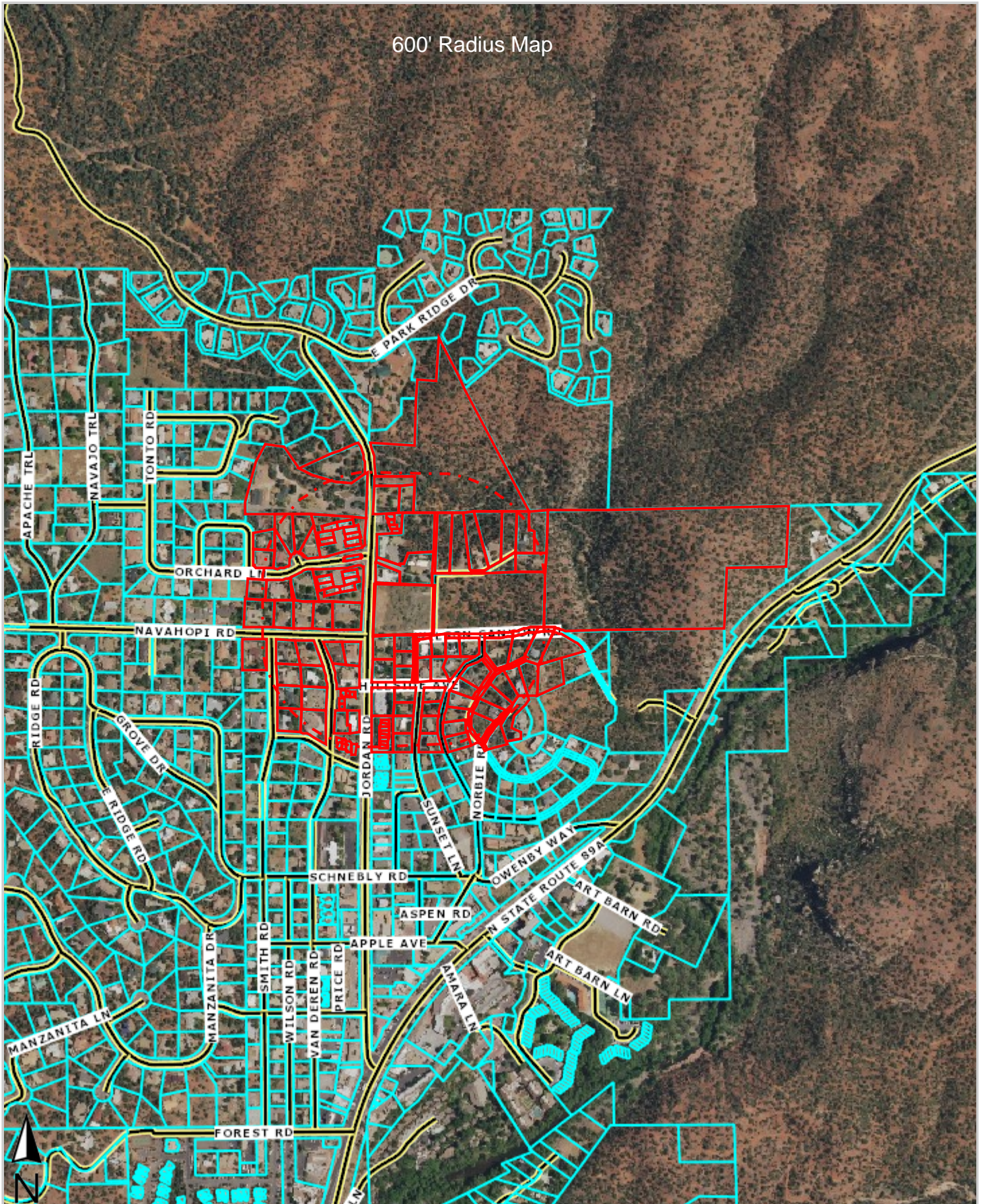
The developer and engineering team will be available at the meeting to answer your questions.

Sincerely,

Charity Lee  
Land Acquisition and Development Manager  
Miramonte Homes  
102 S. Mikes Pike St.  
Flagstaff, Az 86001  
(928)600-3594  
[clee@miramontehomes.com](mailto:clee@miramontehomes.com)

Encl.  
Site Plan Exhibit  
Architectural Drawings





**Pioneer Title Agency**  
COMMITMENT TO SERVICE

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



Sedona City Of  
102 Roadrunner Dr  
Sedona AZ 86336

Spaght David Lewis Rev Living Trust  
346 Navahopi Rd  
Sedona AZ 86336

Wilcoxson Decedents Family Rev  
Trust  
PO Box Ff  
Sedona AZ 86339

Mark Buchanan  
5030 E Calle Barril  
Tucson AZ 85718

Joseph Murphy  
PO Box 717  
Sedona AZ 86339

Crowder-Pierce Living Trust  
1084 E Park Ridge Dr SW  
Sedona AZ 86336

Jerry Gilden  
1151 Palisades Dr S  
Sedona AZ 86336

Holmes Family Trust  
650 Jordan Rd  
Sedona AZ 86336

Klt Flagstaff LLC  
4268 E Coburn Dr  
Flagstaff AZ 86004

656 Jordan Lane LLC  
656 Jordan Rd  
Sedona AZ 86336

Recek-Cepek Family Trust  
PO Box 216  
Sedona AZ 86339

Smith Reyes Tempe LLC  
2906 E Windsong Dr  
Phoenix AZ 85048

David Blakemore  
2885 Sanford Ave SW No 38002  
Grandville MI 49418

Viviane Winthrop  
PO Box 1803  
Sedona AZ 86339

Kevin Scheel  
6046 W Robin Ln  
Glendale AZ 85310

Tenbroek Mark J Living Trust  
3744 W Huron River Dr  
Ann Arbor MI 48103

Jordan Road Lofts LLC  
2502 E River Rd  
Tucson AZ 85718

Carolyn Hartman  
618 Camino De La Costa  
La Jolla CA 92037

Miller Family Trust  
760 Quail Tail Trl  
Sedona AZ 86336

Miller Family Trust  
375 Redondo Ave  
Long Beach CA 90814

Jane Spain  
PO Box 1149  
Hobe Sound FL 33475

Green Hugh E Trust No 2  
PO Box 2  
Comins MI 48619

Roger Dybas  
3336 N Randolph Rd  
Phoenix AZ 85014

Karl Jenks  
250 Hillside Ave  
Sedona AZ 86336

Paul Lebrun  
173 Wilson Canyon Rd  
Sedona AZ 86336

Connolly Nonexempt Marital Trust  
1433 Jesusita Rd  
Santa Barbara CA 93105

Carol Schaeffer  
141 Lake Dr  
Sedona AZ 86336

Eldemira Portillo  
25 Cochise Dr  
Sedona AZ 86351

David Myers  
595 Sunset Ln  
Sedona AZ 86336

Houck Gary Dale & Anitra Lynn Rev  
Trust  
PO Box 1910  
Sedona AZ 86339

Chilson Sharen L Rev Trust  
229 Wilson Canyon Rd  
Sedona AZ 86336

Theodore Nancy L 2011 Declaration  
Of Trust  
643 Oakhurst Dr  
Naperville IL 60540

Deborah Sheahan  
189 Wilson Canyon Rd  
Sedona AZ 86336

Marrin Robinson  
535 Circle Dr  
Sedona AZ 86336

Diane Cooper  
PO Box 687  
Sedona AZ 86339

Gagon Fred H Jr Fam Livi Trust  
3465 E Contessa St  
Mesa AZ 85213

Sheila Smith  
2658 N Peregrine Pl  
Boise ID 83702

Theroux Family Trust  
583 Circle Dr  
Sedona AZ 86336

Lisa M Machina  
1110 E Appalachian Rd  
Flagstaff AZ 86004

Kolb Family Trust  
27035 Diamondhead Ln  
Rancho Palos Verdes CA 90275

Robin Blakey  
595 Circle Dr  
Sedona AZ 86336

Monty Wilson  
385 Van Deren Rd  
Sedona AZ 86336

Tropshaw Living Trust  
3134 E Fargo Cir  
Mesa AZ 85213

Monty Wilson  
585 Norbie Rd  
Sedona AZ 86336

Jka Trust  
600 Norbie Rd  
Sedona AZ 86336

Robert Block  
82-5995 Coffee Pl  
Capt Cook Kona HI 96704

Gary Morgan  
1461 Deborah Dr  
Clarkdale AZ 86324

William Sawyer  
530 Norbie Rd  
Sedona AZ 86336

Allan Benchman  
605 Circle Dr  
Sedona AZ 86336

Arizona Water Company (Sedona)  
PO Box 29006  
Phoenix AZ 85038

Sunset Mountain LLC  
530 Sunset Ln  
Sedona AZ 86336

Bros Yannick  
540 Sunset Ln  
Sedona AZ 86336

Salvatore Tardio Jr  
555 Mountain View Dr  
Sedona AZ 86336

Marilyn Videlock  
570 Hillside Ave  
Sedona AZ 86336

Eileen Thompson  
2329 Saint Elias Dr  
Anchorage AK 99517

Jill Barnett  
545 Sunset Ln  
Sedona AZ 86336

Eric Juven  
30 40Th Ave S Oak Cir  
Moorhead MN 56560

Carlton Woodson  
320 N Old Pumpphouse Rd  
Cornville AZ 86325

Thomas Gorman  
300 Apache Trl  
Sedona AZ 86336

Three Strands LLC  
2336 E Magnolia St  
Phoenix AZ 85034

Loretta Johnstone  
7238 Hendry Creek Dr  
Fort Myers FL 33908

Diana Lee  
40 Starview Ct  
Sedona AZ 86351

Reeves Family Trust  
278 E Paul Dr  
Payson AZ 85541

Service Contractors Inc  
PO Box 1909  
Sedona AZ 86339

Gary Houck  
PO Box 3982  
Sedona West AZ 86340

Earl Gross  
817 N Ridgeland Ave  
Oak Park IL 60302

Jane Lammers  
3848 Flowerwood Ln  
Fallbrook CA 92028

Joseph Kerby  
2711 E Melrose St  
Gilbert AZ 85297

Red Rock Solutions LLC

Sedona Lodging Inc  
595 Jordan Rd  
Sedona AZ 86336

Jon Whitcomb  
502 Granada Rd  
Phoenix AZ 85003

Russell Edward K & Julie Metha  
Family Trust  
437 B Ave  
Coronado CA 92118

Paula S Caldwell  
5 Palatki Cir  
Sedona AZ 86351

Steven Pishdad  
559 Jordan Rd No 2  
Sedona AZ 86336

Jodie Porumb-Wilson  
559 Jordan Rd No 4  
Sedona AZ 86336

Schryer Family Trust  
11160 E Gold Dust Ave  
Scottsdale AZ 85259

541 Jordan LLC  
1040 Coast Blvd S No 102  
La Jolla CA 92037

Alice Hawkins  
7301 E Old Walnut Canyon Rd  
Flagstaff AZ 86004

Steven Stallings  
640 N Lisbon Ct  
Chandler AZ 85226

Peter Wright  
2 F Somerset Hills Ct  
Bernardsville NJ 07924

Newlee Family Trust  
360 Capital Butte Dr  
Sedona AZ 86336

John Skaneski  
502 S Florida Ave No 145  
Tarpon Springs FL 34689

Joel Rudick  
PO Box 4301  
Sedona AZ 86340

Vinod Robert  
85 Meadow Lark Ln  
Sedona AZ 86336

Jensen Rev Trust  
PO Box 5  
Sedona AZ 86339

Edwin Rivera  
909 Queens Ct  
Santa Maria CA 93454

Arbogast-Athenour Family Trust  
560 Smith Rd  
Sedona AZ 86336

Diane Cooper  
4946 Lasalle Ave  
Bellingham WA 98229

Robert Morgan  
560 Navahopi Rd  
Sedona AZ 86336

Jannie Turner  
3565 N Park Dr  
Flagstaff AZ 86004

Donna Meek  
2145 Sanborn Dr  
Sedona AZ 86336

Richard Helt  
1201 W University Heights Dr S  
Flagstaff AZ 86005

Frederick Avery  
340 Orchards Ln No 3  
Sedona AZ 86336

Ratkovic Sally Ann Rev Trust  
23368 N 74Th Pl  
Scottsdale AZ 85255

Russell Turner  
713 N Brainard Ave  
La Grange Park IL 60526

Kelly Miller  
340 Orchard Ln No 6  
Sedona AZ 86336

Patricia A Falkowski Trust  
906 Gloucester Xing  
Lake Forest IL 60045

Fontaine Janet 2003 Family Trust  
19836 Dawson Ln  
Farmington MN 55024

Marcia Whiteside  
PO Box 1318  
Sedona AZ 86339

Gibson Family Rev Trust  
335 Orchard Ln No 3  
Sedona AZ 86336

Anne Andrade  
335 Orchard Ln No 4  
Sedona AZ 86336

Patricia Andrade  
335 Orchard Ln No 5  
Sedona AZ 86336

Fridley-Roemer 1999 Rev Trust  
335 Orchard Ln No 6  
Sedona AZ 86336

Conrad Family Trust  
360 Orchard Ln  
Sedona AZ 86336

Linda Jones  
370 Orchard Ln  
Sedona AZ 86336

Catherine Depasquale  
380 Orchard Ln  
Sedona AZ 86336

Barton Barbara A Rev Trust  
400 Orchard Ln  
Sedona AZ 86336

Winston Victor Living Trust  
1358 Northwyck Ct  
Mc Lean VA 22102

Spinelli Living Trust  
2065 Whippet Way  
Sedona AZ 86336

Clark Family Living Trust  
389 Orchard Ln  
Sedona AZ 86336

Nobuo Suzuki  
359 Orchard Ln  
Sedona AZ 86336

Richard Cseak Jr  
1741 S Clarkson St  
Denver CO 80210

Daniel Ghidoni  
132 Rhode Island Ave  
Lyman ME 04002

Recek-Cepek Family Living Trust  
720 Jordan Rd #3  
Sedona AZ 86336

Flam Marshall S Rev Trust  
5451 N Parrish Way  
Fresno CA 93711

## **PUBLIC PARTICIPATION REPORT JORDAN TOWNHOMES**

The Developer mailed 230 notifications of the neighborhood meeting on January 15, 2022, 2023 via first-class mail to the Target Area as identified in the Public Participation Plan. The meeting was held on January 30, 2022, via zoom, and 14 neighbors and interested parties attended.

The meeting was scheduled for one hour and ended at one hour and twenty minutes. The Developer presented the project and afterward, the attendees asked questions and expressed concerns about rental rates, access from Wilson Canyon Road, short-term rentals, number of bedrooms and style of the units, construction staging, dust and traffic during construction, parking on Harris Court, deed restricting the land and/or including an HOA to prohibit short term rentals, and EV charging in the garages of the units. The meeting minutes are included as **Exhibit A** of the report.



## Jordan Townhomes Public Participation Neighborhood Meeting January 31, 2022, via Zoom

### Exhibit A

#### Attendees:

Stanford and Leigh Hartman- [stanford.hartman@gmail.com](mailto:stanford.hartman@gmail.com), 619-990-8941  
Fred and Rosemary Anderson  
Mark Tenbroek-[tenbroekmj@gmail.com](mailto:tenbroekmj@gmail.com)  
Adam Wayne-[adam@beyondadobe.com](mailto:adam@beyondadobe.com)  
Tom and Nancy Theodore [Theodore-tom@wealthsc.com](mailto:Theodore-tom@wealthsc.com), [tom@wealthsc.com](mailto:tom@wealthsc.com)  
Dave Theroux-[dave.theroux@gmail.com](mailto:dave.theroux@gmail.com)  
David Myers  
Cheryl Barron 595 Jordan Rd.  
Thomas Theodore-205 Wilson Canyon  
Cheryl Barron-595 Jordan Road  
Rick Cseak-[rcseak@aol.com](mailto:rcseak@aol.com), M7208545876,720 Jordan Road, #1, Sedona, AZ. 86336  
Ann Holland- [ann.holland99@gmail.com](mailto:ann.holland99@gmail.com), 60 Elberta Drive  
Jen Theroux-[jlmtheroux1@gmail.com](mailto:jlmtheroux1@gmail.com), 603-321-6388  
Tonie Hansen

#### Comments:

**Thomas Theodore-** Are the units for purchase or rent?

**Charity Lee-** We plan to rent, this is planned to be a rental project. At this time there is no condo plat or subdivision plat proposed. We intend to retain ownership and rent the townhomes.

**Thomas Theodore-** Will Qual Tail Trail be blocked to the South, so they can't access Wilson Canyon Trail?

**Charity Lee-** We're not providing access to Wilson Canyon Road. We'll improve Quail Tail Trail but there will not be access from Quail Tail Trail to Wilson Canyon Road.

**Jen Theroux-** You mentioned there is common space available to the public in the facility, can you tell me more about that?

**Charity Lee-** The common space is for the residents. When I mentioned "sense of place" I was referring to the dog park that will be onsite. We don't propose that would be open to the public.

**Cheryl Barron-** Can you tell me the range of rent that you will be looking at?

**Charity Lee-** The rents will be based on construction costs and the market value once they are constructed. I anticipate that the units will start leasing in late 2023 and 2024, at this time there is no way to determine what the rents will be at that time.

**Cheryl Barron-**Will Air B&B's will be in the development.

**Charity Lee-** That is not our plan for the development.

**Adam Wayne-** Regarding the roads, you said that you would probably improve Quail Tail Trail but not provide access to Wilson Canyon Road. Does that mean you are going to provide some type of gate or blockade to prevent people from using Wilson Canyon Road from Quail Tail Trail? And will that be for the townhomes, or will there be separate access to Wilson for our single-family homes?

**Charity Lee** -Do the residents north of Quail Tail Trail use Wilson Canyon Trail as their access?

**Mark TB-** Yes, Wilson Canyon Trail is currently the only access for the residents north of Quail Tail Trail. The concern that many people have is that if the connection to Wilson Canyon Trail is shut off, the current residents of about 15 homes would have to pass through your development as well as the 8 single-family homes that are being proposed to the east and it would be congested and not ideal.

**Charity Lee-** We don't have plans to shut off Wilson Canyon Road. I think what we'll need to do is communicate with our residents that they don't have permission to use Wilson Canyon Road. As far as the Jordan Estates development, which will be 8 single-family residential homes just east of the Jordan Townhomes, they will go through the Jordan Townhomes project to their properties. We don't have any roads proposed off Wilson Canyon Road for our residents to access for either Jordan Townhomes or Jordan Estates. The intent is that our development access is off Jordan Road and not Wilson Canyon Road.

**Mark TB-** And all the other properties would drive through your development is what you're saying.

**Charity Lee-** All the other properties for our development, are the Jordan Townhomes and Jordan Estates.

**Mark TB-** And the existing Qual Tail Trail would travel through the middle of the multi-family development, right?

**Art Beckwith-** We're not proposing to stop traffic on or off Wilson Canyon Road. The development will be connected to Wilson Canyon Road. The residents that come up through Wilson Canyon will still be able to continue to go up through Wilson Canyon to Quail Tail Trail to their property or they could choose to go to Harris Court, which could be done as well. The plan is not to shut off Wilson Canyon Road.

**Adam Wayne-** Would you be open to closing it down to help limit the traffic through our streets?

**Art Beckwith-** That's a question for the City.

**Adam Wayne-** I'm asking Miramonte if that is something you would be open to.

**Charity Lee-** I think we can look into that to see if that is something we would consider. I don't know what that would entail at this point. Is that a specific request of the neighborhood that they want that access to be closed off to only the residents north of Qual Tail Trail?

**Jen Theroux:** Yes, please request to close Wilson Canyon Road except for emergency.

**Adam Wayne-** I am speaking for myself and the residents of the Sierra Vista neighborhood, it is certainly something we would like to see. We've got limited widths in the streets and there are a couple of turns that our garbage truck can't make. I don't think it's a good use for a major ingress/egress to the new development. I am not opposed to leaving it available for emergency use.

**Art Beckwith-** The only access to the Quail Tail properties is through Quail Tail Trail from Wilson Canyon, they have an ingress/egress access easement over and across our property that would be difficult to extinguish without everyone's approval. The City would be the one that would have to dictate whether we were to do that or not.

**Mark TB-** The last proposal that we saw from Don Woods was to have a separate access road to Jordan Road to allow for the single-family residential to the east and Qual Tail properties to access off that road to Jordan Road and then there was a loop road for the townhomes that would come into that road. I think the difference is that you are looking to have all the single-family homes exist from the middle of the multi-family development where previously there was a separate road with separate connections.

**Art Beckwith-** It's in essence a subdivision road. It would be no different than having lots and access via a subdivision road. Harris Court is plenty wide at 24' of pavement. There are 8 lots that we are proposing east of the project together with the 7 lots in Quail Tail Trail. There will be some additional traffic on Harris Court, but it won't be unusual for that size of street to have that amount of traffic.

**928-282-2133-** Two cars can't even pass on Wilson Canyon.

**Art Beckwith-** The intent is not to take anybody through Wilson Canyon. The idea is that we cannot shut down access to Wilson Canyon.

**928-282-2133-** What about the gate that was mentioned in the earlier part of this conversation?

**Art Beckwith-** We didn't say there would be a gate, nor was there one in the Don Woods proposal.

**928-282-2133-** Someone in this conversation mentioned a gate earlier.

**Charity Lee-** I think there was a request or a question if we would close Wilson Canyon Road or we would install a gate. But we're not proposing either. As far as adding road, we did look and consider the site plan that was developed prior. There were three roads, a north, south and middle road. We took out the additional two roads because we wanted to preserve more open space. Our intent isn't to add more roads onto our site. We are sufficient in the road that is proposed.

**Stanford Hartman-** I was wondering if it would be better to blend with the existing style instead of the modernistic development that you're proposing? Can the development be changed a bit? Because of the eclectic nature of the existing homes the development doesn't seem to fit.

**Charity Lee-** As you mentioned the existing homes are eclectic, there's a variety of different styles. Most of the homes off Jordan Road are old and were built in the 1980s, we don't want to build a project that looks old. We are blending with the natural environment, we've chosen colors that are darker and have low reflective values, we think our project will be very attractive and will also increase the value of properties in the surrounding neighborhood.

**Stanford Hartman-** Is there going to be a management office onsite because you're going to be renting these out to other people?

**Charity Lee-** No, the development is not very large, so we won't have a leasing office onsite. We will be working with Bella Management. The rentals are more like a home, we intend to have longer-term renters, so there isn't a need for an onsite management office.

**Stanford Hartman-** Will the homes be rented out to multiple people? How many people could possibly be there? It seems that you would have multiple people in there and they would all have their own cars. What is your approach to that?

**Charity Lee-** Our plan is not to rent by the room. We're looking for renters that are looking for a home, where they're going to take pride of ownership, this is going to be there home.

**Mark TB-** Would you put that in your CC&Rs so if you were to move on there wouldn't be renting by the room or less than 90- or 30-day rentals?

**Charity Lee-** We don't intend to encumber the property. We don't intend to do CC&Rs, unless we were to do a subdivision there's not a need to do CC&Rs.

**Adam Wayne-** Will you be renting the townhomes fully furnished since 30-day rentals will be your minimum?

**Charity Lee-** That is not the intent.

**Stanford Hartman-** What about how the project will blend with the colors of the existing residential?

**Charity Lee-** We have been advised by the City of Sedona to choose dark colors that have low reflective values that are according to the code and that is what we've chosen.

**Mark TB-** Back in May of last year there was a question asked at the first public meeting about soil testing, we know that the parcel you are planning on developing was historically used as a reservoir for 1500 or so trees in the Orchards and there could be a potential for lead and arsenic and other organic chemicals to have been used on those properties. At that meeting the response was that you were planning on doing environmental testing in terms of environmental site assessment and I wonder if that had been completed and if the results are available at this time?

**Charity Lee-** Mark, thank you for your concern. I did receive your letter, I did discuss this with the owner of the property. We have done all our inspections and just recently acquired the property. A Phase I Environmental Assessment was completed as well as recently we performed soils testing. The reports came back clean there were no concerns on the site with any of the items that you refer to and it was recommended that no further investigations are needed. We don't desire to share our report it's our property and our private property. We can tell you that if there were any concerns that had been presented that we would address them and take care of them, but there were none that were identified.

**Mark TB-** If there were none, then I'm wondering why you're not willing to share that information with us? Seems like there is a historic use. I think the people in the area would have concern if you weren't to share that we would certainly go to AZDEQ and request for fugitive dust testing during construction of the site. I'd like to see if we can get a copy of the site assessment that you've said has come up clean.

**Charity Lee-** I appreciate your concern and we'll take that under consideration.

**Mark TB-** It's encouraging that you are trying to do things that are sustainable. Are you trying to be consistent with the Climate Action Plan for Sedona, which calls for no natural gas and calls for heat pump type mini split systems? Are you planning to use solar on the site? 5 KW per unit would probably

reduce the cost of electricity for the residents down to nothing and the return on investment would probably be four or less years.

**Charity Lee-** There is a desire in many communities to do away with natural gas to reduce the carbon footprint and go all electric. What we have been doing in some of our other communities is to do all electric appliances except for natural gas furnaces. This is something we haven't discussed on this project but can take it into consideration. As far as solar, this specific site doesn't pencil to add solar. We aren't going to add solar.

**David Myers-** There are 22 units, and I didn't see any that are one bedroom. Let's just say there are 70 bedrooms. My observation is that the development is approximately the same number of bedrooms with 36 units that you were proposing on the development last year. Since 82 or 84 units translated into 500 trips per day, it seems that 125 vehicle trips per day is an underestimate. How are you going to handle it if a bunch of people get together, for people in a four-bedroom, and lease the units where are there cars going to go not just for parking but down Jordan Road?

**Charity Lee-** As far as your concern for parking and additional traffic, the City of Sedona has requested that we conduct a traffic impact analysis, which is underway and will be provided to the City of Sedona, as far as your concern that we've underestimated, we'll know more once we get the report.

**David Myers-** It seems like a back doorway to get the same number of bedrooms that you were proposing for the project that you withdrew.

**Charity Lee-** We are developing under the current zoning which allows for 22 units. Our prior development was asking for a major plan development modification and rezoning to develop 84 units across the two parcels. We substantially reduced that number and are planning to develop under the current zoning. If there are any concerns with traffic that should be addressed by the planning and zoning committee once we have the traffic impact analysis.

**Mark TB-** You're adding a public right-of-way within the property, does the calculation of 12 units per acre include the right-of-way that you are adding? It seems that you would want to remove the right-of-way doing that calculation, and if you do then that bring you down to 1.70 acres, which would be 20 units would be the correct number, would you comment on that?

**Art Beckwith-** Density is based on gross acreage.

**Mark TB-** Gross acreage in spite of the fact that you're adding right-of-way for other users doesn't impact the calculation?

**Art Beckwith-** That is correct.

**Deb 928-282-2133-** When do you plan on breaking ground and starting construction?

**Charity Lee-** Start of horizontal construction is estimated at second or third quarter of 2022.

**Deb, 928-282-2133-** Where will the workforce that is constructing the units park?

**Charity Lee-**We own the site to the east which could possibly be a construction staging site, or we could do phasing on the project site and allow our contractors to park on the project site and coordinate the horizontal construction. It's a matter of coordinating, but we would park on our own project site.

**Deb, 928-282-2133-** Ok, so nothing on Wilson Canyon, because it just can't take it.

**Charity Lee-** I understand.

**Deb, 928-282-2133-** What is the plan for water sourcing as far as degradation of water pressure from all this new construction. How do you intend to address that if that should happen?

**Art Beckwith-** Arizona Water Company has given us water approvals that we can go ahead and add this many units into the service area.

**Deb, 928-282-2133-** OK, so if that issue should come up are you ready to address that?

**Art Beckwith-** That would be the Arizona Water Companies issue and there shouldn't be any problem.

**Mark TB-** I was wondering about mail service, are you intending to put a common mailbox like many apartment complexes do and where would that be located?

**Charity Lee-** That is something we'll need to work with the postal service on, they may want us to have individual mailboxes per unit. That is something we're still exploring with the postal service.

**Mark TB-** Where did the name Harris Court come from?

**Charity Lee-** The name came from the prior site plan that was proposed with the prior developer.

**Art Beckwith-** The names on the site plan were all bird names, Harris Court is a bird name.

**Fred & Rosemary-** Maybe it could be Harris Hawk Court?

**Charity Lee-** Harris Hawk Court, we could certainly consider that.

**Art Beckwith-** What's the concern with Harris Court?

**Adam Wayne-** Well it's just a historical use area. We have the historical park across the way, it would be nice to reflect more of a pioneer or just its historical nature in its location.

**Charity Lee-** I appreciate the additional information, I think that is something we can look at, I think it would be a nice addition to the project to add some historical information there.

**Mark TB-** There are a lot of names in the Uptown area that are tied back to pioneers, I think that might be a good idea.

**Fred & Rosemary-** If your leases are down to 30 days and you're not furnishing the units, does that mean people could be moving in and out every 30 days with furniture?

**Charity Lee-** Our intent is not to have short-term leases. The reason why we may have a minimum of 30-day minimum clause is to allow professionals such as traveling nurses to lease the units. We would need to discuss as far as the management goes with our property manager Bella to see what works best for that project site and if there is a demand for this if we would need to furnish a unit. It has not been explored or vetted at this time. Overall, our project is not planning to do short-term leases.

**Mark TB-** Just to follow up, to have individual trash service instead of a common dumpster seems to me to be very difficult to work with people with short-term rentals and I think your setting yourself up for

problems with javelina knocking over the containers, it's a huge problem in Uptown and having another 22 of those just gives them more to feed on.

**Charity Lee-** Thank you for your concern, we'll take that under consideration.

**Stanford Hartman-** I'm just wondering with the number of units, rooms and number of people that will be there have you sat down with the fire department to address the issue if you had a forest fire and people being able to get out? Because we have issues with Wilson Canyon being a small road and in the last minute it can get very desperate. Have you addressed that at all, because I know it came up in the prior development proposal?

**Charity Lee-** Our project has been designed in accordance with the code and it is in design review. If there are concerns with the width of our road and circulation, that should be addressed by the City. We have designed the project in accordance with the code.

**Stanford Hartman-** And if you know of California, there codes were also designed that way and there were disasters because of it. I'm just saying, is this something that you guys have thought about?

**Charity Lee-** I think the way our project is designed, God forbid there was a fire, there would be an ability for the residents to access off Jordan Road and if there was an emergency, we talked about Wilson Canyon Road as being a road that could be accessed, so there are multiple routes for residents to be able to vacate, in the event there was a situation.

**Art Beckwith-** The Fire Department will review the plans and they will give us their criteria and their comments as well.

**Adam Wayne-** Are there any Miramonte Developments that are currently managed as rentals?

**Charity Lee-** We have quite a few rental projects in Tucson and in Montana and we are in development in Flagstaff and working on a development in Cottonwood. We hire a management company to manage the rental projects.

**Adam Wayne-** How many of those contain short-term rentals?

**Charity Lee-** I don't know, as far as I am aware none. I just want to reiterate; we're not proposing a short-term rental project.

**Deb, 928-282-2133-** Does that go for your single-family residential as well?

**Charity Lee-** The single-family residential, we are planning on selling those. As far as what an individual owner would want to do with those I don't know, but they will be for sale.

**Adam Wayne-** No HOA?

**Charity Lee-** We haven't gotten to that point with that project so I don't know.

**Deb, 928-282-2133-** Are any walls being built?

**Charity Lee-** No, we will be planting native and adaptive landscaping for buffering between the Jordan Road and the development as well as on the north and southside of the project.

**Mark TB-** Since you're going to be providing indoor parking will you be providing EV parking or circuits?

**Charity Lee-** No that's not proposed for this project. We don't have plans for EV charging stations on this site.

**Mart TB-** What I meant was will you be providing a charger or the ability to have a charger in the units for people that have EVs?

**Charity Lee-** That's not proposed for this project.

**Mart TB-** I think commonly the City requires a 240 circuit in the garage for future EV, I believe that's for single-family.

**Adam Wayne-** Actually for single-family you have to provide the means for easy adaption for that so people can add. I don't know if that's a requirement for multi-family.

**Mark TB-** We're only talking about adding a 240 circuit in case someone has an EV. That's something that is easy to add and doesn't require a big modification.

**Charity Lee-** That's not proposed at this time, that being said, if that is something the City desires I think that could be something the Miramonte could consider.

**Adam Wayne-** It's a requirement in the new energy code for single-family, but I don't know if it's part of multi-family.

**Stanford Hartman-** Is there going to be a rule that keeps people from parking on Harris Court?

**Charity Lee-** Our plan is to dedicate Harris Court to the City as a public right-of-way, so whatever the requirements are in the code for on-street parking would either be allowed or not allowed. As far as enforcement if on-street parking isn't allowed that would be relayed to the tenants in their lease agreement and if there were violations we would be working with our property management to address those.

**Stanford Hartman-** Is that something you can look into? On-street parking could cause major congestion on that street, whether there is an emergency or whether trying to just get home.

**Charity Lee-** I understand. I appreciate your comments and we'll look into that.

**Stanford Hartman-** Can you get back to us on that?

**Charity Lee-** Yes. Please leave your contact information in the chat and I'll be following up with the Public Participation Report.

**Mark TB-** If you have a laydown yard on the east parcel how are you going to guarantee we'll have access during the construction period? Will you have a site or layout plan for construction activities to make sure that we're ok?

**Charity Lee-** Yes, absolutely. I don't know at this time exactly where the construction yard will be, but working with our contractor we would put together a traffic plan and if directional signs are needed we would install those. There would be a plan, our intent is not to block any traffic for residents north of Quail Tail Trail or south off Wilson Canyon. We would work with our contractor regarding the traffic circulation.



**Mark TB-** The other issue is dust control and how you would manage that through the life of the project.

**Charity Lee-** Yes I understand that could be a concern and we'll be working with our contractor to mitigate dust. That is also a requirement of the City of Sedona during construction.

**Cindi Lyn-** I have a request that you do create an HOA for those homes that will be built in the back, to help protect us from Airbnbs.

**Charity Lee-** The project is going to be rentals so there isn't a need for an HOA. We don't intend to deed restrict the property. I have taken your comment down and noted that you have a concern. Thank you for your comment.

**Charity Lee-** Are there any further questions, concerns or comments? Thank you for attending the meeting. I'll be following up with the City of Sedona and send you also the Public Participation Report. Have a good night.

at the request of Pioneer Title Agency, Inc.

When recorded mail to  
**MICM Sedona Jordan Lofts Project LP**  
**Christopher Kemmerly**  
**2502 E. River Rd.**  
**Tucson, AZ 85718**

Exhibit 1d.  
Page 1 of 9

70517552-SLC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CAPTION HEADING: Special Warranty Deed/Affidavit of Property Value**

**This Special Warranty Deed and Affidavit of Property Value are being re-recorded for the sole purpose of adding the Date to Page 2 of the Special Warranty Deed to show as November 16, 2022.**

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

Official Records of Coconino County 3964380  
Patty Hansen - Recorder 11/17/2022 01:01:46 PM Pgs: 3  
PIONEER TITLE AGENCY \$30.00

Exhibit 1d.  
Page 2 of 9

***When Recorded Return To:***

MICM Sedona Jordan Lofts Project LP  
2502 East River Road  
Tucson, Arizona 85718  
Attn: Christopher Kemmerly

70517552-5LC

*For Recorder's Use*

**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, Jordan Road Lofts, LLC, an Arizona limited liability company ("Grantor"), hereby conveys to MICM Sedona Jordan Lofts Project LP, a Delaware limited partnership ("Grantee"), the following Real Property situated in Coconino County, Arizona:

See Exhibit "A" attached hereto and incorporated herein (the "Property")

TOGETHER WITH any and all rights and privileges appurtenant or incidental thereto, including without limitation, strips and gores of land thereon, improvements, buildings, all mineral rights and water rights and well rights pertinent and used in connection with the Property that Grantor has the right to transfer and convey to Grantee, rights in adjacent strips of land, easements and rights of way, and all other appurtenant rights and privileges.

SUBJECT TO current and non-delinquent real property taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, building codes and applicable zoning conditions, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

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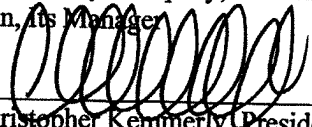
[Signature Page Follows]

[Signature Page to Special Warranty Deed]

DATED this \_\_\_<sup>th</sup> day of November, 2022.

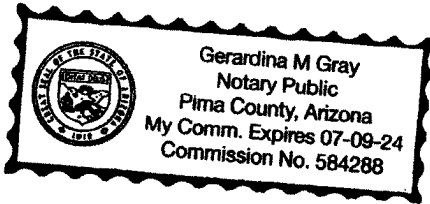
Jordan Road Lofts, LLC, an Arizona limited liability company

By: The Kemmerly Company, an Arizona corporation, its Manager

By:   
Christopher Kemmerly, President

STATE OF ARIZONA       )  
  ) ss.  
County of Pima            )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2022, by Christopher Kemmerly, the President of The Kemmerly Company, an Arizona corporation, the Manager of Jordan Road Lofts, LLC, an Arizona limited liability company.



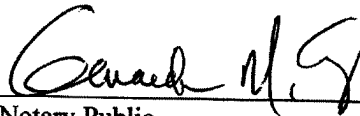
  
Notary Public

EXHIBIT "A" to Special Warranty Deed

Legal Description

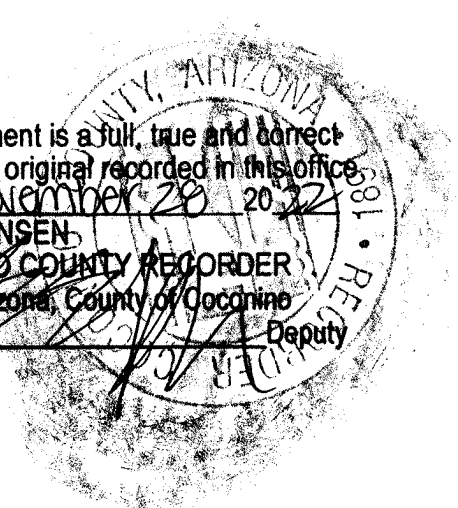
THE LAND REFERRED TO HEREIN IS SITUATED IN COCONINO COUNTY, ARIZONA,  
AND IS DESCRIBED AS FOLLOWS:

That parcel shown on "Orchards Reversionary Plat" recorded in Document No. 3845469, and Affidavit of Correction recorded in Document No. 3847364, records of Coconino County, Arizona, being a portion of the Southwest quarter of the Southwest quarter of Section 5, Township 17 North, Range 6 East, Gila & Salt River Base and Meridian, Coconino County, Arizona;

Formerly described of record as:

Lots 1 through 9, inclusive and Tract A, Block 10, STRAWBERRY COURT OF THE ORCHARDS, TRACT NO 1188, as shown on the plat thereof recorded in Case 3, Map 27, records of Coconino County, Arizona.

This document is a full, true and correct  
copy of the original recorded in this office.  
Attest November 28 2022  
PATTY HANSEN  
COCONINO COUNTY RECORDER  
State of Arizona, County of Coconino  
By \_\_\_\_\_ Deputy



at the request of Pioneer Title Agency, Inc.

When recorded mail to  
**MICM Sedona Jordan Lofts Project LP**  
**Christopher Kemmerly**  
**2502 E. River Rd.**  
**Tucson, AZ 85718**

70517552-SLC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

(THIS FORM IS FOR RECORDER'S USE ONLY)

**AFFIDAVIT OF PROPERTY VALUE**

**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: 401-58-001A  
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?  
Check one: Yes  No

How many parcels, other than the Primary Parcel, are included in this sale? 0

Please list the additional parcels below (attach list if necessary):

- (1) \_\_\_\_\_ (2) \_\_\_\_\_
- (3) \_\_\_\_\_ (4) \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS:**

Jordan Road Lofts, LLC  
2502 E. River Rd.  
Tucson, AZ 85718

**3. (a) BUYER'S NAME AND ADDRESS:**

MCM Sedona Jordan Lofts Project LP  
2502 E. River Rd.  
Tucson, AZ 85718

(b) Are the Buyer and Seller related? Yes  No   
If Yes, state relationship: Related Business Entities

**4. ADDRESS OF PROPERTY:**

Vacant Land  
Sedona, AZ

**5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)**

MCM Sedona Jordan Lofts Project LP  
2502 E. River Rd.  
Tucson, AZ 85718

(b) Next tax payment due October 1, 2023

**6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box**

- a.  Vacant Land
- b.  Single Family Residence
- c.  Condo or Townhouse
- d.  2-4 Plex
- e.  Apartment Building
- f.  Commercial or Industrial Use
- g.  Agricultural
- h.  Mobile or Manufactured Home
- i.  Other Use; Specify: \_\_\_\_\_

**7. RESIDENTIAL BUYER'S USE:** If you checked b, c, d or h in Item 6 above, please check one of the following:

- a.  To be used as a primary residence.
- b.  To be rented to someone other than a "qualified family member".
- c.  To be used as a non-primary or secondary residence.

See reverse side for definitions of a "primary residence, secondary residence" and "family member."

8. If you checked e or f in Item 6 above, indicate the number of units: \_\_\_\_\_  
For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent

State of ARIZONA County of COCONINO

Subscribed and sworn to before me on this 17 day of November 2022

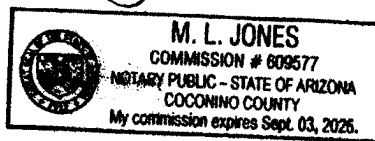
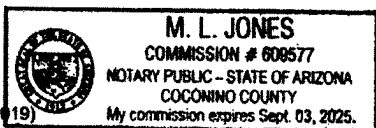
Notary Public [Signature]  
Notary Expiration Date 9-30-25

Signature of Buyer / Agent

State of ARIZONA County of COCONINO

Subscribed and sworn to before me on this 17 day of November 2022

Notary Public [Signature]  
Notary Expiration Date 9-30-25



**FOR RECORDER'S USE ONLY**

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**9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):**

- a.  Warranty Deed
- b.  Special Warranty Deed
- c.  Joint Tenancy Deed
- d.  Contract or Agreement
- e.  Quit Claim Deed
- f.  Other: \_\_\_\_\_

10. SALE PRICE: \$ 1,140,000.00

11. DATE OF SALE (Numeric Digits): 11 / 2023  
Month / Year

12. DOWN PAYMENT \$ 1,140,000.00

**13. METHOD OF FINANCING:**

- a.  Cash (100% of Sale Price)
- b.  Barter or trade
- c.  Assumption of existing loan(s)
- d.  Seller Loan (Carryback)
- e.  New loan(s) from financial institution:
  - (1)  Conventional
  - (2)  VA
  - (3)  FHA
- f.  Other financing; Specify: \_\_\_\_\_

**14. PERSONAL PROPERTY (see reverse side for definition):**

- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes  No
- (b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: \_\_\_\_\_

**15. PARTIAL INTEREST:** If only a partial ownership interest is being sold, briefly describe the partial interest: N/A

**16. SOLAR / ENERGY EFFICIENT COMPONENTS:**

- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes  No
- If Yes, briefly describe the solar / energy efficient components: \_\_\_\_\_

**17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):**

Pioneer Title Agency, Inc.  
100 N. Elden Street Flagstaff, AZ 86001  
Phone: (928) 779-0371

**18. LEGAL DESCRIPTION (attach copy if necessary):**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



Escrow No. 70517552-005-SLC  
*Affidavit of Property Value...Continued*

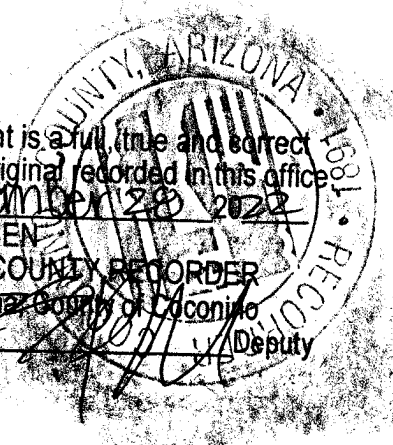
**EXHIBIT "A"**  
**Legal Description**

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This document is a full, true and correct  
copy of the original recorded in this office  
Attest November 28 2022  
PATTY HANSEN  
COCONINO COUNTY RECORDER  
State of Arizona County of Coconino  
By \_\_\_\_\_ Deputy



## ARIZONA WATER COMPANY

3805 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85015-5351 • P.O. BOX 29006, PHOENIX, AZ 85038-9006  
PHONE: (602) 240-6860 • FAX: (602) 240-6874 • TOLL FREE: (800) 533-6023 • www.azwater.com

April 2, 2021

Arthur H. Beckwith, PE.  
75 Kallof Place  
Sedona, AZ 86336

Re: Domestic Water Service to Jordan Lofts - APN Nos. 401-58-001A and 401-05-004A

Dear Mr. Beckwith:

Arizona Water Company (the "Company") certifies that the above-described property is located within its Sedona Certificate of Convenience and Necessity in Sedona, Arizona, and that it will provide water service to the property in accordance with the Company's tariffs and the Arizona Corporation Commission's rules and regulations. It will be the responsibility of the developer to provide the funds to install the necessary water facilities, and the Company assumes no liability to install those facilities if the funds are not advanced by the developer.

The design of the water distribution system must comply with the Company's standard specifications that are on file at the Yavapai County Development Services. Both preliminary and final water system designs must be approved by the Company.

It will also be the responsibility of the developer to meet all the requirements of regulatory agencies having jurisdiction over Arizona subdivisions and of Arizona statutes applicable to subdivided or unsubdivided land, including, but not limited to, requirements relating to a Certificate of Assured Water Supply, as set forth in the Arizona Groundwater Management Act, A.R.S. §45-576.

Please notify the Company if you will be proceeding with development of the property so the Company can prepare the necessary Agreement.

Very truly yours,



Andrew J. Haas, P.E.  
Vice President - Engineering  
developmentservices@azwater.com

gs

---

E-MAIL: [developmentservices@azwater.com](mailto:developmentservices@azwater.com)





Mail:  
102 Roadrunner Dr.  
Sedona, AZ 86336  
Site:  
7500 W. SR 89A  
Sedona, AZ 86336  
(928) 204-2234  
sedonaaz.gov  
FAX (928) 204-7137

March 23, 2021

Arthur Beckwith, PE  
Shephard-Wesnitzer, Inc.  
PO Box 3924  
Sedona, AZ 86340

SUBJECT: WILL SERVE SEWER – 630 JORDAN RD & 500 QUAIL TAIL TRAIL  
APN 401-58-001A & 401-05-004A

This letter is in response to your request regarding sewer service availability for the properties referenced above.

These parcels have sewer availability, due to sewer being available adjacent to the point of access to the property, as defined in City Code section 13.15. Currently, both parcels are being billed the sewer standby fee.

However, depending on the scope and impact of the development proposal, adequate capacity may not be available. Available sewer capacity is on a first come-first served basis, and there are no guarantees of sewer capacity for this property until a development proposal is approved.

According to City records APN 401-58-001A (630 Jordan Rd) has services near the southwest corner of the parcel and approximately 18 linear feet east of the manhole located in the intersection of Sunset Lane and Wilson Canyon Road. APN 401-05-004A (500 Quail Tail Trail) has a service approximately 52 linear feet east of the manhole located in the intersection of Wilson Canyon Road and Quail Tail Trail, and 17 feet west of the last manhole in Quail Tail Trail. Field verification of these service lateral locations should be conducted.

In conclusion, sewer service is available on this property and, if adequate capacity is available at the time of development approval, sewer will be served by the city of Sedona. If you have any questions or concerns, please contact me at (928) 203-5069.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roxanne Holland".

Roxanne Holland, PE  
Director of Wastewater

RH:ms

cc: J. Andy Dickey, Director of Public Works/City Engineer (e-copy)  
Hanako Ueda, Assistant Engineer (e-copy)  
Sal Valenzuela, Chief Public Works Inspector (e-copy)  
Marsha Beckwith, Accounting Technician (e-copy)  
Streets file: Jordan Rd, Quail Tail Trail

Wastewater Department



1250 E. State Route 89A  
Cottonwood, AZ 86326

April 20, 2021

To: Art Beckwith,

Regarding: Jordan Lofts – APN: 401-28-001A and 401-05-004A

The above referenced project is located in Arizona Public Service Company's electric service area. As a matter of fact, this property is already being served by APS. The Company extends its lines in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services," Schedule 3, and the "Terms and Conditions for the Sale of Electric Service," Schedule 1, on file with the Arizona Corporation Commission at the time we begin installation of the electric facilities. These Schedules are available on-line at [aps.com](http://aps.com).

Application for the Company's electric service often involves construction of new facilities for various distances and costs depending upon customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which Arizona Public Service will extend its facilities.

Sincerely,

Patty G

Verde Control Desk  
928 646 8502  
[Verdecontroldesk@apsc.com](mailto:Verdecontroldesk@apsc.com)

Our Purpose: As Arizona stewards, we do what is right for the people and prosperity of our state.

Our Vision: Create a sustainable energy future for Arizona.

Our Mission: Serve our customers with clean, reliable and affordable energy.



CenturyLink Engineering  
500 S Calvary Way  
Cottonwood, AZ 86326

March 24, 2021

Art Beckwith  
Shepard – Wesnitzer, Inc  
75 Kallof Place  
Sedona, AZ 86336

RE: Jordan Lofts  
Sedona, AZ 86336

Art,

The above mentioned property is located in a parcel located in Section 5, Township 17N and Range 6E in Coconino County.

In response to your “Service Availability” request for the above mentioned property, this letter is to acknowledge, the property is within the CenturyLink serving territory.

The tariff Rates and Regulations prescribed for service for this location are on file with your State Utilities Commission, and may be examined at your CenturyLink Business Office.

Nearest facilities are on the north/west corner of Navahopi Road and Jordan Road

Sincerely,

Armen McNerlin  
Lumen/CenturyLink Engineer  
500 S Calvary Way  
Cottonwood, AZ 86326  
office 928.634.2102  
cell 928.821.4609



April 27, 2021

Arthur H. Beckwith, PE

Shephard Wesnitzer, Inc

**RE: Jordan Lofts Parcel#401-58-001A, 401-05-004A Sedona, AZ**

Thank you for your interest in the use of natural gas for the above location. There is natural gas mains that parallel both of these parcels, please see attached map. Gas can be served by running one or multiple new service lines depending on gas load.

Attached you will find a residential application for gas service, that explains the cost under the General Conditions and what the customer is responsible for. If you have any more questions please contact me at 928-203-1214.

Thank you,  
Taylor Mathe  
Planner

UniSource Energy Services  
500 S Willard Street  
Cottonwood, AZ 86336  
928-203-1295



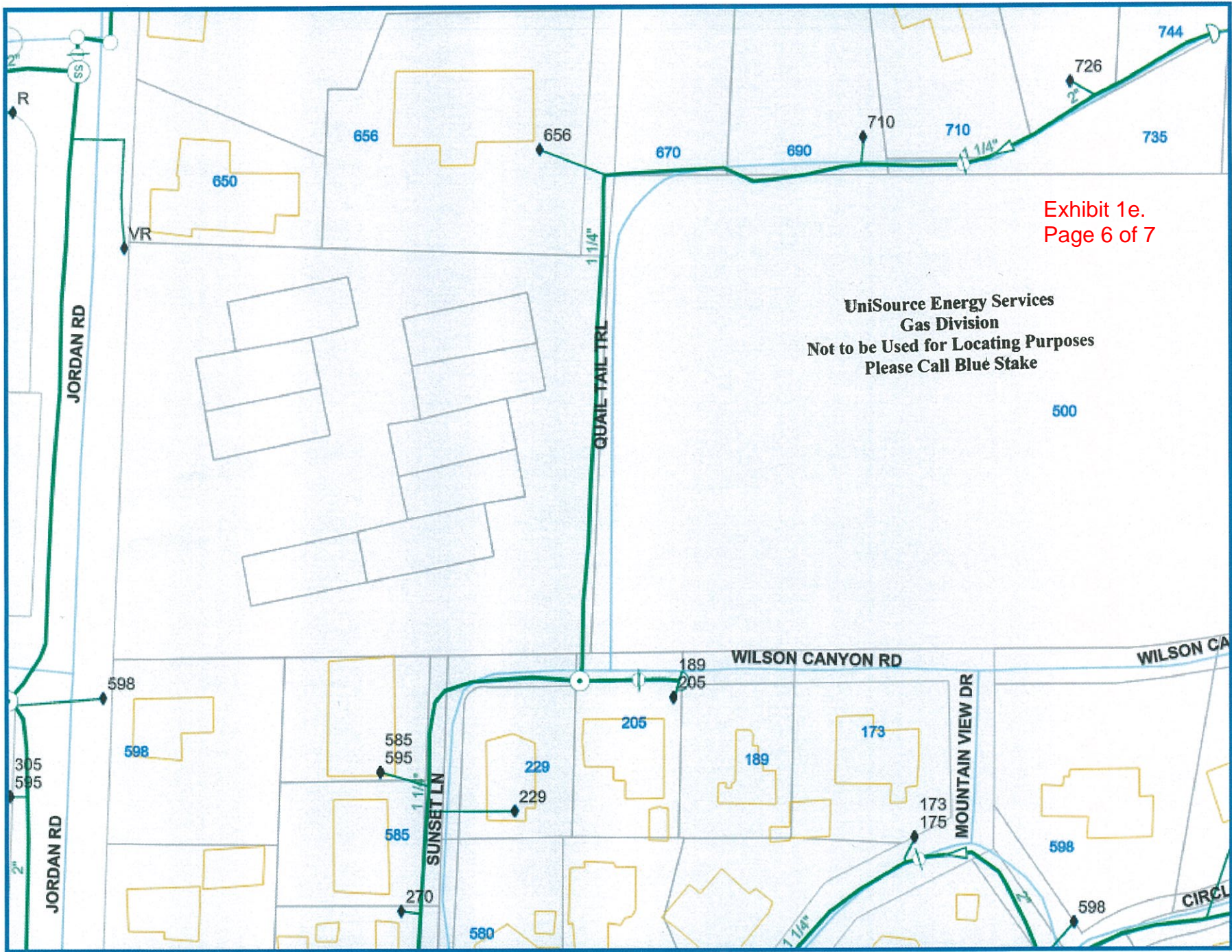


Exhibit 1e.  
Page 6 of 7

UniSource Energy Services  
Gas Division  
Not to be Used for Locating Purposes  
Please Call Blue Stake



1-800-STAKE IT



UniSourceEnergy SERVICES





03/24/2021

SWI  
75 Kallof Pl  
Sedona, Az 86336

To: Shephard – Wesnitzer, Inc.

Re: Jordan Lofts, Job No. 20206

Thank you for requesting a letter of serviceability from Taylor Waste, Inc.

Taylor Waste can provide waste service for the Jordan Lofts – APN: 401-28-001A, 401-05-004A Section 05, T17N, R6E which are in the City of Sedona, off of Jordan Rd. Taylor Waste, Inc. already services numerous Customers on Jordan Rd and Wilson Canyon Rd.

Please call our office at (928) 649-2662 if you have any further questions.

Sincerely,

Chris Taylor  
Owner/President



**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc. as agent for  
First American Title Insurance Company**

# Commitment

### COMMITMENT FOR TITLE INSURANCE

Exhibit 1f.  
Page 1 of 22

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment [Conditions](#), **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### **First American Title Insurance Company**

Kenneth D. DeGiorgio  
President

Greg L. Smith  
Secretary

## Pioneer Title Agency, Inc.

100 N. Elden St.  
Flagstaff, AZ 86001  
(928) 779-0371

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

Exhibit 1f.  
Page 2 of 22

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc.** as agent  
for First American Title Insurance Company

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Pioneer Title Agency, Inc.  
Issuing Office's ALTA® Registry ID: 0000097  
Escrow Officer: Stacey Shaddy  
Property Address: Vacant Land, Sedona, AZ

Issuing Office: 100 N. Elden St., Flagstaff, AZ 86001  
Loan ID No.:  
Issuing Office File No.: 70517674-005-SLC

Exhibit 1f.  
Page 4 of 22

### SCHEDULE A

1. Commitment Date: November 18, 2022 at 7:30 am
2. Policy to be issued:
  - (a) **ALTA Standard Owners Policy (6-17-06)**  
Proposed Insured: **Buyer**  
Proposed Policy Amount: **\$To Come**
  - (b) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
  - (c) **None**  
Proposed Insured:  
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
 

**MICM Sedona Jordan Lofts Project LP, a Delaware limited partnership**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**First American Title Insurance Company**

By:   
Authorized Signature

**Note: Please direct all inquiries and correspondence to Stacey Shaddy, your escrow officer, at (928) 779-0371 or Stacey.Shaddy@PioneerTitleAgency.com. (K05)**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency, Inc. as agent for  First American Title Insurance Company</b>
<b>Exhibit A</b>	

Commitment No.: **70517674-005-SLC**

**Exhibit 1f.  
Page 5 of 22**

**EXHIBIT A  
Legal Description**

The Land referred to herein below is situated in the County of Coconino, State of Arizona, and is described as follows:

That parcel shown on "Orchards Reversionary Plat" recorded in Document No. [3845469](#), and Affidavit of Correction recorded in Document No. [3847364](#), records of Coconino County, Arizona, being a portion of the Southwest quarter of the Southwest quarter of Section 5, Township 17 North, Range 6 East, Gila & Salt River Base and Meridian, Coconino County, Arizona;

Formerly described of record as:

Lots 1 through 9, inclusive and Tract A, Block 10, STRAWBERRY COURT OF THE ORCHARDS, TRACT NO 1188, as shown on the plat thereof recorded in Case 3, Map [27](#), records of Coconino County, Arizona.

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	ISSUED BY <b>Pioneer Title Agency, Inc. as agent for  First American Title Insurance Company</b>
<b>Schedule BI</b>	

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 6 of 22

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. THE RIGHT is reserved to make additional exceptions or requirements upon submission of the name of the Proposed Insured Owner.
6. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
7. No open deeds of trust were found of record. Provide written verification by the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
8. RECORD Deed from Vestee to Proposed Insured Owner.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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	ISSUED BY <b>Pioneer Title Agency, Inc.</b> as agent for <b>First American Title Insurance Company</b>
<b>Schedule BI (Cont.)</b>	

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 7 of 22

**SCHEDULE B, PART I  
Requirements (Continued)**

NOTE: The names of the General Partner(s) of the Partnership referred to below are:

Name of Partnership	MICM Sedona Jordan Lofts Project LP, a Delaware limited partnership
Name of General Partner(s)	MICM Sedona Jordan Lofts Project GP LLC, a Delaware limited liability company

NOTE: THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company	MICM Sedona Jordan Lofts Project GP LLC, a Delaware limited liability company
Person and designation	MICM Holding LP, a Delaware limited partnership, its Manager, by Miramonte RCM GP LLC, an Arizona limited liability company, its General Partner, by Christopher Kemmerly, its Manager

**TAX NOTE:**

Year	2022
Parcel No.	<a href="#">401-58-001A</a>
Total Tax	\$4,353.40
First Half	PAID
Second Half	PAID

PRIOR to recording, obtain current tax information from:

Coconino County Treasurer  
<https://treasurer.coconino.az.gov/treasurer/treasurerweb/search.jsp>  
219 E. Cherry Ave.  
Flagstaff, AZ 86001  
(928) 679-7120

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	ISSUED BY <b>Pioneer Title Agency, Inc.</b> as agent for <b>First American Title Insurance Company</b>
<b>Schedule BI (Cont.)</b>	

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 8 of 22

**SCHEDULE B, PART I  
Requirements (Continued)**

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment or most recent is (are) as follows:

Special Warranty Deed recorded December 17, 2021 as Document No. [3937774](#); Grantor: Garry J. Shuster No. 2 Family LLP, an Arizona limited liability partnership; Grantee: Jordan Road Lofts, LLC, an Arizona limited liability company.

Special Warranty Deed recorded November 17, 2022 as Document No. 3964380, and re-recorded November 29, 2022 as Document No. [3964934](#); Grantor: Jordan Road Lofts, LLC, an Arizona limited liability company; **Grantee: MICM Sedona Jordan Lofts Project LP, a Delaware limited partnership.**

NOTE: The address of said land is purported to be: **Vacant Land, Sedona, AZ**  
The Company assumes no liability as to the validity and/or accuracy of any such address.

**Note: Pursuant to Arizona Revised Statutes 11-480, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:**

- **Print must be ten-point type (pica) or larger.**
- **Margins of at least one-half inch along the left and right sides one-half inch across the bottom and at least two inches on top for recording and return address information.**
- **Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.**

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency, Inc. as agent for  First American Title Insurance Company</b>
<b>Schedule BII</b>	

Exhibit 1f.  
Page 9 of 22

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the Public Records.

(Note: The above Exceptions Nos. 2 through 7, inclusive, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with the remaining Exceptions of this Commitment shown below.)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>Pioneer Title Agency, Inc.</b> as agent for <b>First American Title Insurance Company</b>
<b>Schedule BII (Cont.)</b>	

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 10 of 22

**SCHEDULE B, PART II**  
**Exceptions (Continued)**

8. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2023
9. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
10. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Book : 10 of Promiscuous Records  
Page : 576  
Purpose : Electric power transmission line  
(Undefined)
11. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Docket : 241  
Page : 46  
Purpose : Road
12. EASEMENT and rights incident thereto, as set forth in instrument:  
  
Recorded in Docket : 270  
Page : 115  
Purpose : Road

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc.** as agent for  
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### Schedule BII (Cont.)

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 11 of 22

#### SCHEDULE B, PART II Exceptions (Continued)

13. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket : 311  
Page : 28  
Purpose : Water mains

14. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Docket : 339  
Page : 182  
Purpose : Road

15. MATTERS SHOWN ON SURVEY:

Recorded in Book : 6 of Surveys  
Page : 84

16. MATTERS SHOWN ON SURVEY:

Recorded in Book : 8 of Surveys  
Page : 3

17. MATTERS SHOWN ON SURVEY:

Recorded in Book : 8 of Surveys  
Page : 68

18. MATTERS SHOWN ON SURVEY:

Recorded in Book : 8 of Surveys  
Page : 83

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**Pioneer Title Agency, Inc.** as agent for  
**First American Title Insurance Company**

## Schedule BII (Cont.)

Commitment No.: 70517674-005-SLC

**Exhibit 1f.**  
**Page 12 of 22**

### SCHEDULE B, PART II Exceptions (Continued)

19. MATTERS SHOWN ON SURVEY:

Recorded in Book : 9 of Surveys  
Page : 43

20. MATTERS SHOWN ON SURVEY:

Recorded in Book : 18 of Surveys  
Page : 98

21. MATTERS SHOWN ON SURVEY:

Recorded in Document No. : 3441905

22. MATTERS SHOWN ON SURVEY:

Recorded in Document No. : 3469406

23. MATTERS SHOWN ON SURVEY:

Recorded in Document No. : 3480564

24. MATTERS SHOWN ON SURVEY:

Recorded in Document No. : 3495918

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<b>Schedule BII (Cont.)</b>	

Commitment No.: 70517674-005-SLC

Exhibit 1f.  
Page 13 of 22

**SCHEDULE B, PART II**  
**Exceptions (Continued)**

25. EASEMENTS, restrictions, reservations and conditions as set forth on the plat;

Recorded in Case : 3 of Maps  
Page : 27  
AND Reversionary Plat:  
Recorded in Document No. : 3845469  
AND Affidavit of Correction:  
Recorded in Document No. : 3847364

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## Privacy Notice

**Effective:** January 1, 2020

**Notice Last Updated:** January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

**How Do We Collect Your Information?** We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**How Do We Secure Your Personal Information?** The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

**How Long Do We Keep Your Personal Information?** We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

**International Jurisdictions:** Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.





**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com).

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Right to Opt-Out.** We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Collection Notice.** The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

<b>Categories of Personal Information Collected</b>	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
<b>Categories of Sources</b>	Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
<b>Business Purpose for Collection</b>	The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



**Categories of Third Parties Shared**

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

*Categories of Personal Information We Have Sold In The Past Year.* We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

*Categories of Personal Information Disclosed For A Business Purpose In The Past Year.* The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

## Privacy Policy Statement

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

### **We are committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with your personal and/or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, Pioneer Title Agency, Inc. has adopted this Privacy Policy to govern the use and handling of your personal information.

### **Personal Information Collected**

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### **Use of Information**

We may disclose the above information (excluding information we receive from consumer or other credit reporting agencies) about our customers or former customers to our affiliates or nonaffiliated third parties as permitted by law.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

### **Links to Other Websites**

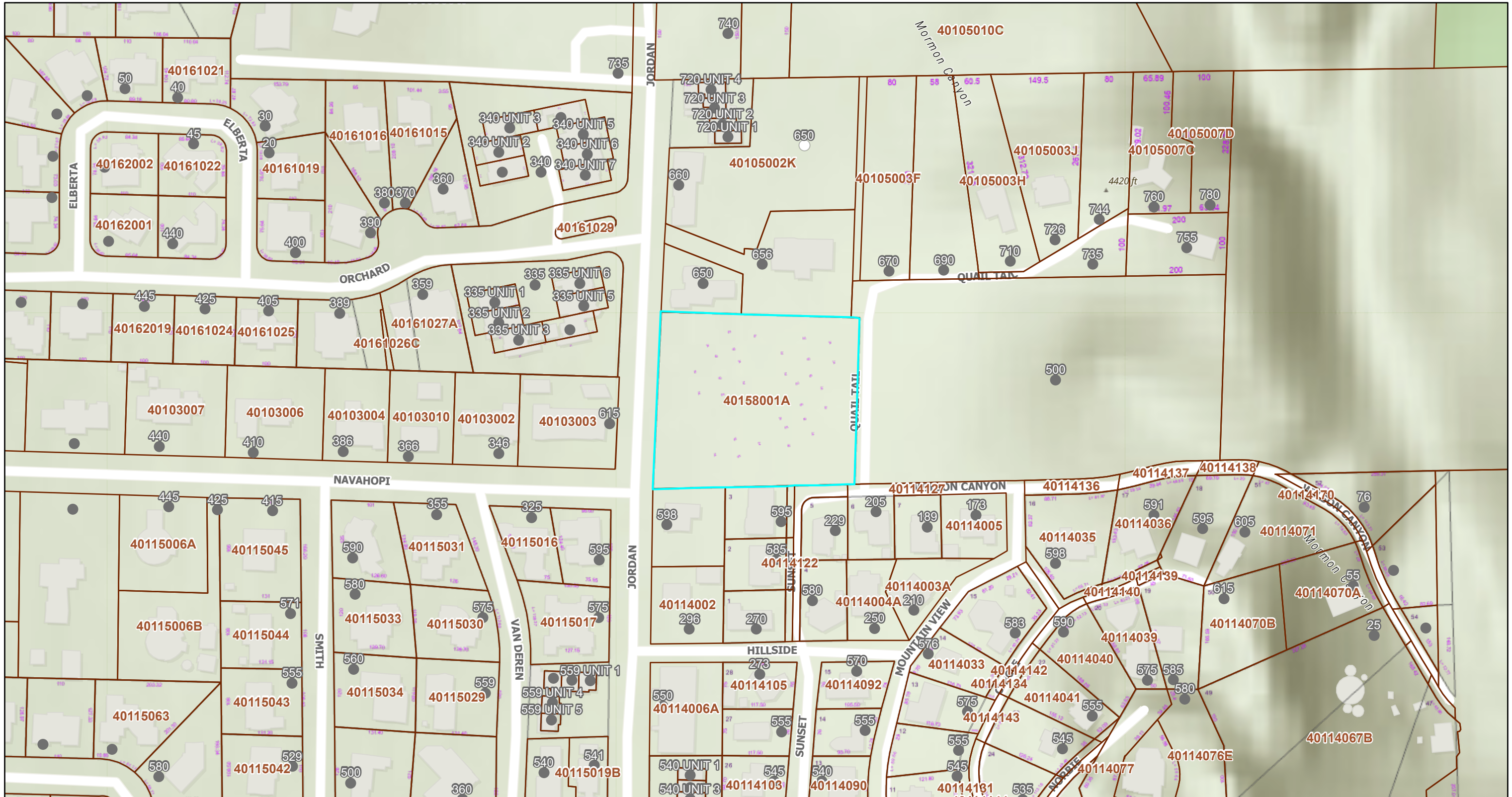
Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with the Privacy Policy Statement. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

# Parcel Viewer Map



12/6/2022, 9:38:05 AM

Addresses

- Primary
- Secondary

County Boundary

Municipal Boundaries

Coconino County Parcels

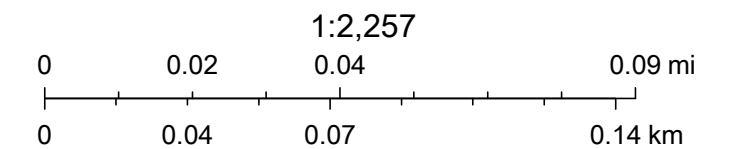
County Land Ownership

National Forest

Private

Private

Simultaneous Conveyance First Division



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors.

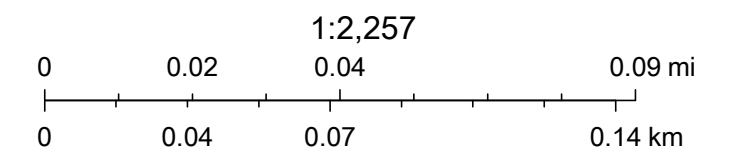


# Parcel Viewer Map



12/6/2022, 9:38:02 AM

- |                 |                         |  |
|-----------------|-------------------------|--|
| Addresses       | Municipal Boundaries    | Private                                |
| • Primary       | Coconino County Parcels | Private                                |
| ○ Secondary     | County Land Ownership   | Simultaneous Conveyance First Division |
| County Boundary | National Forest         |  |



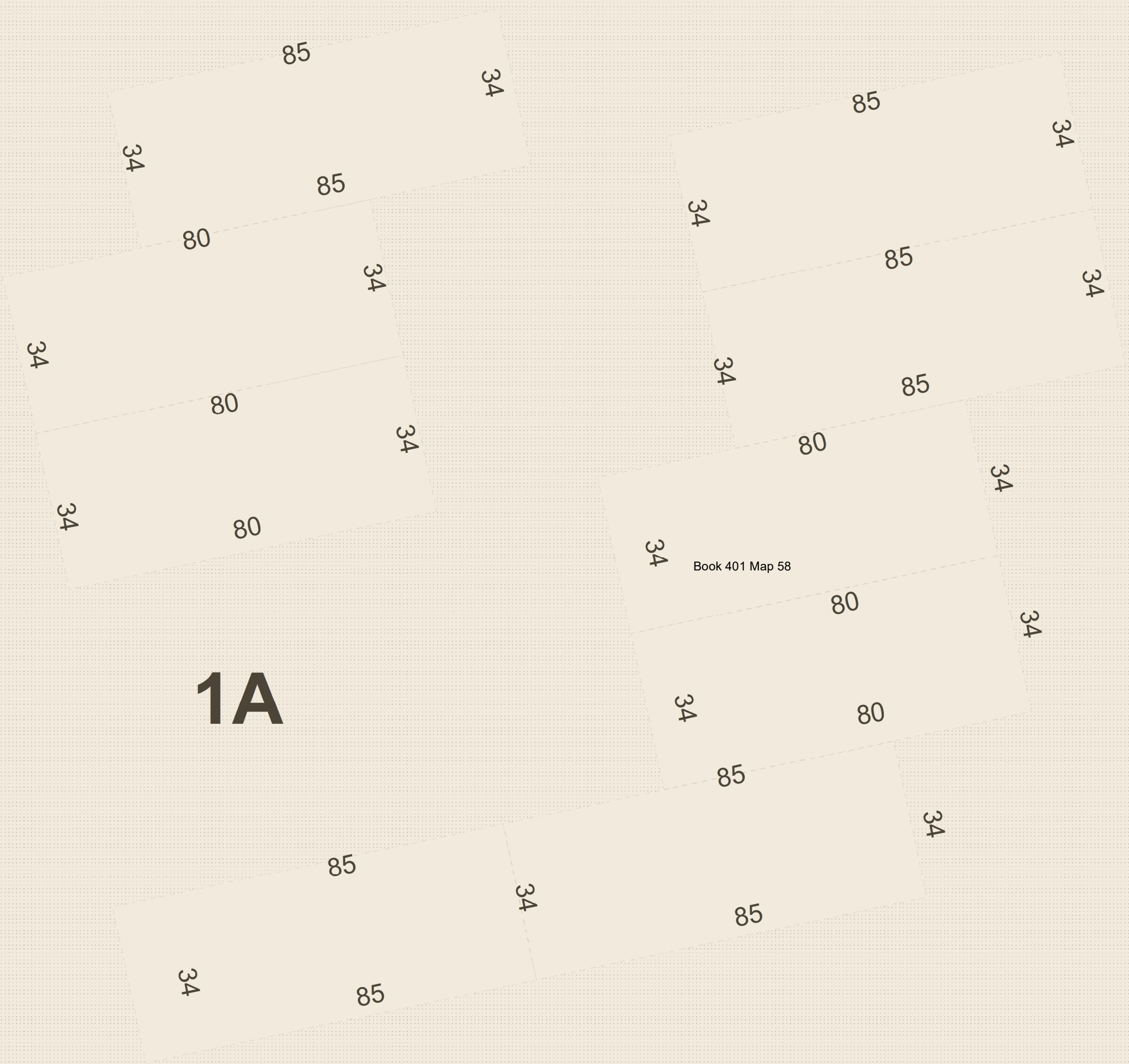
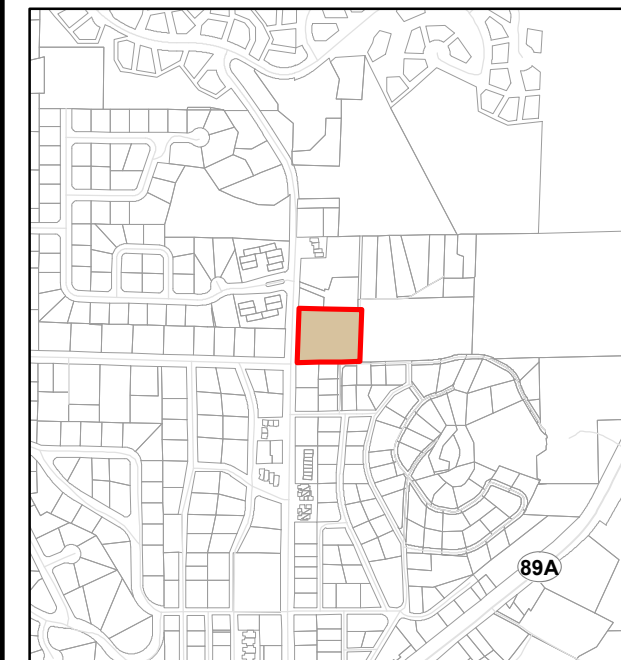
Maxar, Microsoft, County of Yavapai, Esri, HERE, Garmin, GeoTechnologies, Inc.



# Book 401 Map 58

POR SW4 SW4 SEC 5 T17N R06E

## Overview Map



Book 401 Map 58

# 1A

### Legend

- Current Page
- Corner
- PLSS Boundaries
- Simultaneous Conveyance
- Parcels
- Encumbrance**
  - Right of Way, Vacation
  - Conservation
  - Easement - General; Utility Easement
  - Flood Easement
  - Ingress-Egress
  - Private Right Of Way
- Simultaneous Conveyance Division**
  - Alley
  - Lot, Block, Tract; Park
  - General Common Element

### Notes:

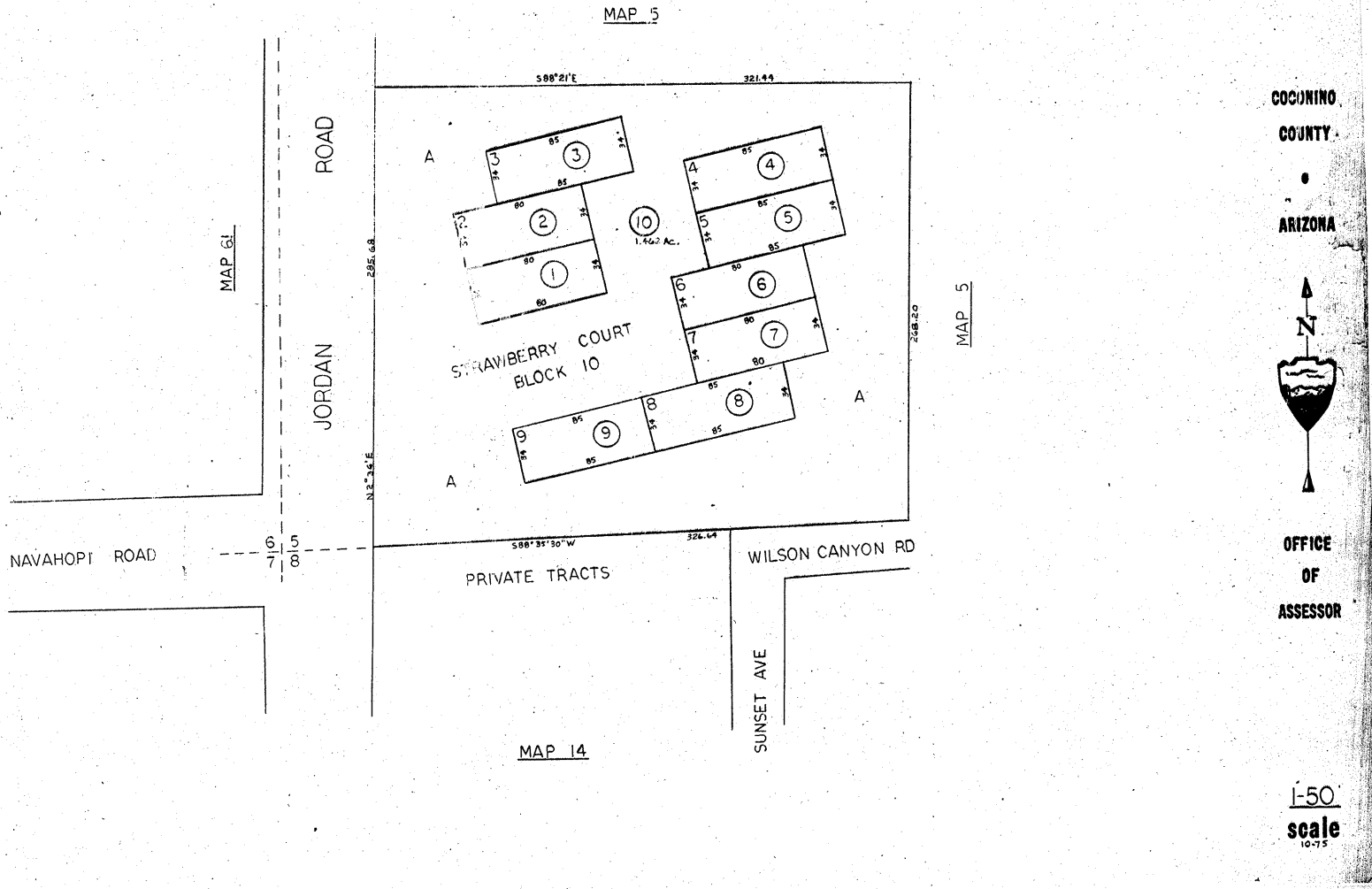
Economic Area: 08  
 Neighborhood 08.50  
 Revision Date: 1/17/2020  
 1 inch equals 19 feet

These data are for general planning purposes only  
No warranty of accuracy is given or implied.

POR SW 1/4 SW 1/4 SW 1/4 SECTION 5 T17N-R6E  
THE ORCHARDS C3-27

Exhibit 1f.  
Page 21 of 22

BOOK 401  
MAP 58



COCONINO  
COUNTY  
ARIZONA

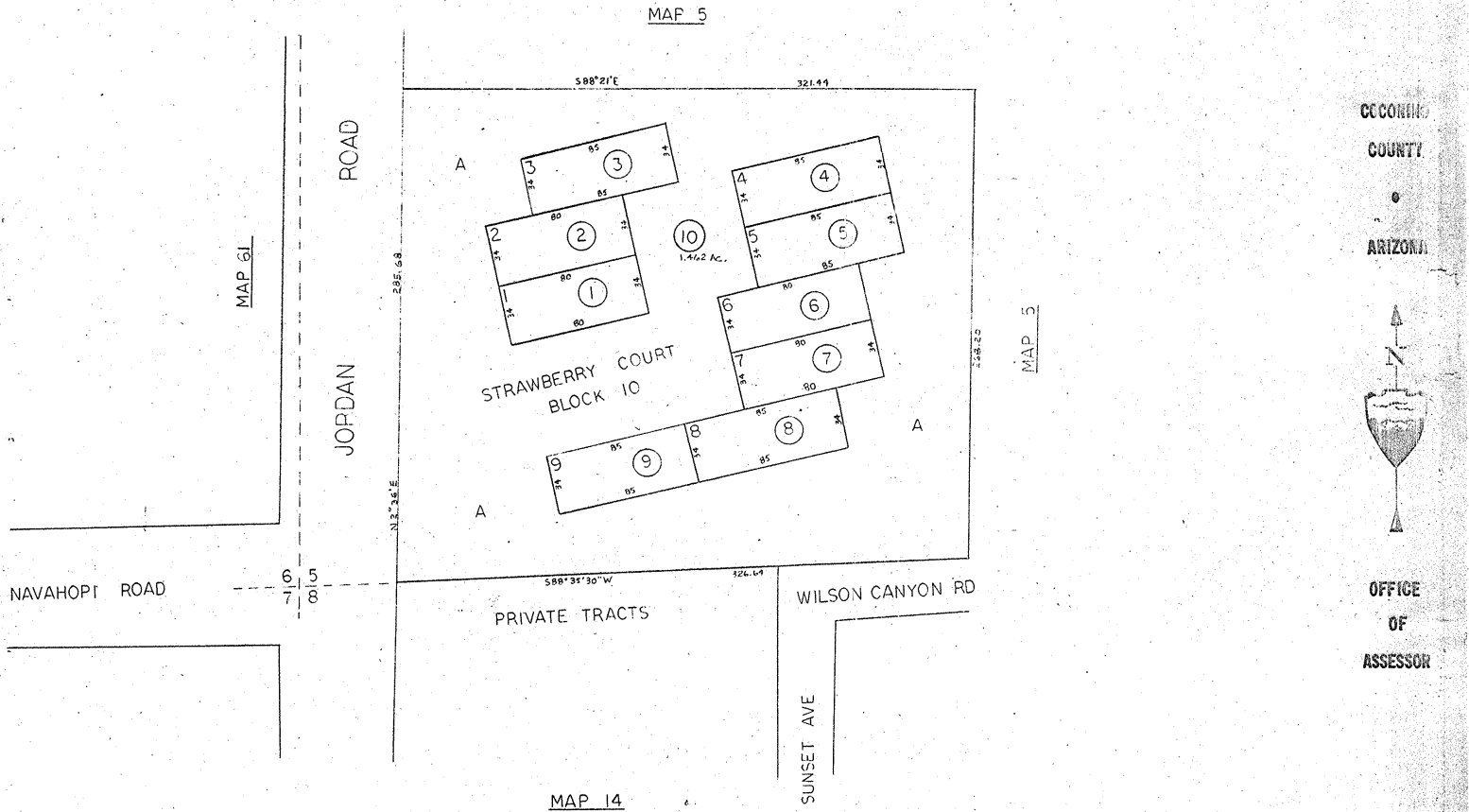


OFFICE  
OF  
ASSESSOR

1-50  
scale



P.O.R. SW 1/4 SW 1/4 SECTION 5 T17N-R6E  
THE ORCHARDS C3-27



COCONINO  
COUNTY  
ARIZONA



OFFICE  
OF  
ASSESSOR

1-50

SCALE