



Luke Sefton, PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, E.I.T.
Christopher Henry, E.I.T.
David Nicolella, Planner
Leonard Filner, Planner

March 22, 2022

City of Sedona
Community Development
102 Roadrunner Drive
Sedona, AZ 86336

Re: Bowers Subdivision, Parcel: 401-38-012, 741 Forest Rd, Sedona AZ

City of Sedona:

The undersigned, hereby authorizes Sefton Engineering Consultants and/or their authorized representatives, to act as representative for the City of Sedona, Community Development in all matters relating to contracts, services and agreements for parcel 401-38-012. This includes negotiating, authorizing, scheduling or cancelling services, development related processes, including but not limited to any public hearings for conceptual, rezoning, site plan, and design review meetings and hearings for the development and construction of APN: 401-38-012. The representative may sign documents and execute on all acts pertaining to the development of APN: 401-38-012. Sefton Engineering Consultants and/or his representative shall have the same effect as my own.

This authorization is valid until further written notice.

Sincerely,

Joel Bowers
P.O. Box 3068
Sedona, AZ 86340
(310) 849-0812
jwbowers75@yahoo.com



City Of Sedona Community Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov/cd

PZ21-00020 (SUB) Bowers Subdivision Preliminary Plat

Planning Comments, 1st
Submittal

1. General Comments

- a) The application has been submitted for preliminary plat. The following comments must be addressed prior to scheduling a public hearing for this project.
- b) Due to the topography of the site, consider whether a Cluster Subdivision could be used for this parcel. Please review LDC Section 7.3.J (Alternatives to Subdivision Standards).
- c) Contact the following Staff members if you have any questions regarding what will be required:
 - i) Cari Meyer, Planning Manager, cmeyer@sedonaaz.gov, (928) 203-5049, for questions regarding development standards, submittal requirements, and the review process.
 - ii) Cynthia Lovely, Principal Planner, clovely@sedonaaz.gov, (928) 203-5035, for questions regarding the Sedona Community Plan, GO! Sedona Pathways Plan, or other plans adopted by the City.
- d) The following comments reference sections of the Land Development Code (LDC) and Design Review, Engineering, and Administrative Manual (Manual). These documents are available for review at the following links:
 - i) LDC: <https://sedona.municipal.codes/SLDC>
 - ii) Manual: <https://www.sedonaaz.gov/home/showdocument?id=38278>

2. The application is missing the following items:

- a) Review the submittal requirements in the Administrative Manual, both the general application requirements (Section 1.1) and specific application submittal requirements (Section 1.3). All items listed for Conceptual Plat and Preliminary Plat are required at this stage of review. As currently submitted, the application is missing several required items, including, but not limited to:
 - i) Manual Section 1.1.E/1.3.B(1)c.5: Context Plan – Map/Aerial Photograph has been provided, a Written Narrative has not been provided.
 - ii) Manual Section 1.1.F(1): Existing conditions survey
 - iii) Manual Section 1.1.F(7): Master sign plan, if proposed, for subdivision signs. If no subdivision signs are proposed, indicate this in the Letter of Intent.
 - NA
 - iv) Manual Section 1.1.H(3): Letter of Authorization from current property owner.
 - Attached
 - v) Manual Section 1.1.H(7): Letters of Serviceability from all proposed utility

connections

- Included
- vi) Manual Section 1.1.H(9): ALTA Survey completed within the last two (2) years
 - ALTA Survey will be completed once the city takes out the right-of-way from the parcel
- vii) Manual Section 1.1.H(10): Summary of any additional legal restrictions
 - NA
- viii) Manual Section 1.3.A(1)c: A topographic map prepared by a registered surveyor with minimum 1-foot contours (provide on a separate sheet from the Preliminary Plat)
 - Included

- ix) Manual Section 1.3.A(1)d: Slope analysis (the slope analysis provided is not detailed enough – see this section for requirements).
 - Done
- x) Manual Section 1.3.B(1)e.1: Soil and geology report
 - Unable to complete a Soils Report until the city completes the new Forest Road Connection

3. Letter of Intent (LOI)

- a) The LOI needs to be updated to clearly state how the project is meeting the requirements of the code – Articles 7 and 8 must be referenced. Specific code sections must be referenced and an explanation of compliance or a request for an exception must accompany each. See LDC Article 7 (Subdivision Requirements), LDC Article 8 (Review Procedures, Findings), and Manual Sections 1.1.D, 1.1.E(2), 1.1.H, 1.3.A(1)a, and 1.3.B(1)a.
 - Included
- b) The LOI must discuss how the project meets the required findings for a Subdivision application (LDC Section 8.3.E(5)).
 - Done
- c) The LOI states “a potential water main extension could provide service for each lot.” Clarify whether this is going to happen or not. If the extension is not done, clarify how water service will be provided to each lot.
 - Done

4. Grading and Drainage Plans

- a) See Comment 5.b)i) – Pads are not part of the review for the plat and should not be included in the plans.
 - a. Removed

5. Preliminary Plat

- a) In addition to the following comments specific to the Preliminary Plat, the comments in other sections of this comment letter may require that changes be reflected on the Preliminary Plat. Ensure that all necessary changes are made in the individual documents as well as the Preliminary

Plat.

b) "Pads" shown on Preliminary Plat

- i) This application is for subdivision of the property, not grading or pad work on individual lots. No work is permitted on individual lots prior to issuance of a permit for a single-family house. Remove "pads" from the plat.
- ii) All heights are measured to natural grade of the lot. The pads shown on the plat would limit development of the lots, and, in some cases, may not allow for any construction. For example, Lot 5 shows a pad height of 4338 and a natural elevation of 4300 at the southern end of the property, for a pad height of 38 feet. The maximum height of a house is 22-32 feet depending on the slope of the lot and design of the house. While it is understood that some pad work is needed, this needs to be reviewed with the single-family house plans and a pad height of more than 30 feet above natural grade is not acceptable.

c) Retaining wall

- i) The retaining wall between Lot 4 and Lots 3 & 5 appears to be shown at a height of 30 feet (4310 elevation to 4340 elevation between Lots 4 and 3, 4300 elevation to 4330 elevation between Lots 4 and 5). Retaining walls are limited to 16 feet in height and must be terraced after 8 feet. Modify plans to ensure the retaining wall meets code requirements. [NA](#)

d) Provide non-vehicular access easements along the street except for where the driveway for each lot intersects with the street.

- [Will be provided](#)

f) Darken existing contour lines.

[Done](#)

g) Due to the amount of information contained on the preliminary plat, consider whether it can be presented more clearly by using multiple sheets rather than a single sheet.

- [Multiple sheets provided](#)

h) Review Preliminary Plat requirements contained in Manual Section 1.3.B(1)b. Missing items include, but are not limited to:

- i) Application number: PZ21-00020 (SUB)
- ii) Written scale on Sheet 1
 - [Complete](#)

6. Subdivision Standards (LDC Article 7)

- a) Review the LDC Sections listed below and make necessary changes to ensure compliance with LDC requirements. If an exception is being requested, add to the list of requested exceptions in LOI for staff review. Please note that the following comments outline only where staff has identified deficiencies. The applicant needs to go through the Subdivision requirements and address all relevant sections. [NA](#)
- b) LDC Section 7.4.D: Sensitive Lands: Due to the slopes of this property, development must follow this section. Provide sufficient information to show how these standards are being met.
 - i) LDC Section 7.4.D(2): Steep Slope and Ridgeline Development: Clearly show where the crest of ridges/hilltops occurs. Lot lines should follow these lines to the greatest extent possible and building pads shall not be located on or near the crest of ridge lines. [Included](#)

7. Citizen Participation Plan (LDC Section 8.3.D)

a) Provide a citizen participation plan. A citizen participation report is required prior to scheduling a public hearing for this project.

- [Included in Letter of Intent](#)



Public Works Department

102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 • Fax: (928) 282-5348;
Hanako Ueda, EIT (928) 203-5024

PZ21-00020 (SUB)
Bowers Subdivision (Preliminary Plat)
4/25/2022

Engineering Comments

Please address all comments for the Preliminary Plat:

1. Provide appendices for the drainage memo. Show that there are no adverse impacts to downstream flood elevations if detention for the roadway is not provided.
 - a. **Included**
2. Show the 25-year and 100-year runoff values along the plat boundary for all points of drainage entering and exiting the property.
3. Retaining walls greater than eight feet in height shall be terraced per Land Development Code 5.6.E.8.b. **Retaining wall removed**
4. Show for monumentation - existing and proposed property corners. Include in legend.
Included
5. The provided construction plans (PL03) show a different configuration of storm drains on Lot 3 as the plat. Please revise/clarify.
Configured differently
6. Show corrected slope & drainage easements on the plat. Drainage easements should be at least 16'.
Included

Prior to Issuance of Building Permit:

- It is recommended that each cluster of lots share driveways. The maximum allowable driveway slope on hillside development areas is 24%, while the first 10' from the garage should be less than 6% (With the exception at the shared use path, which shall maintain a cross slope of less than 2%).
- For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (DREAM 3.1.H.6.i).
- For projects involving grading of more than 5,000 cubic yards, an assurance bond may be required per DREAM 3.1.G.1.
- Assurance bonds may be required for all subdivision construction projects.
- Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of DREAM Chapter 3.1.
- Provide the Final Drainage Report.
- Applicant shall follow the City of Sedona Land Development Code in its entirety.
- Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)
- Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
- Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.
- All concrete within the City ROW shall be colored "Sedona Red" (Davis 160 color).



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David Nicolella, Planner
Leonard Filner, Planner

LETTER OF INTENT

Project Name: Bowers Subdivision Preliminary Plat Application

Located within the Northwest ¼ of the SE1/4 of Section 7, Township 17 North, Range 6 East of the Gila, and Salt River Base and Meridian.

Applicant: Sefton Engineering Consultants

Owner: 741 Forest Road LLC. Agent: David Bowers

December 15, 2022

Cari Meyer, Planning Manager
Community Development
102 Road Runner Drive
Sedona, Arizona. 86366

Purpose: The purpose of this letter of intent is to describe the overall project and explain how this development will be in compliance with requirements for subdivision approval discussed within *Articles 7 and 8 of the Sedona Land Development Code*.

Luke A. Sefton (Sefton Engineering Consultants) Authorized Agent for the Project

Mr. Sefton moved to Sedona in 1987, and for the past 20 years has been the Principal Engineer and President of Sefton Engineering Consultants, Inc., where he continues to be responsible for the day-to-day management of the team of engineers, surveyors, planners, and designers in a multitude of projects in Northern Arizona. Each one of these team members has many years of experience in Sedona and have a vested interest in the future of Sedona, as residents, friends, and neighbors.

Introduction: The proposed Bowers Subdivision will be developed by 741 Forest Road LLC, and will consist of four-lots, developed on 2.68-acres, with an average gross lot size of 21,560 square feet. The intent of the development is to provide four lower-density single-family residential building lots that will seamlessly fit into the area in an orderly and harmonious design promoting public health, safety and welfare 8.3.E(5)e. The surrounding residential area, as well as this 2.68-acre site, is zoned RS-18: Single-Family Residential, and the four proposed lots are all zoning compliant in terms of lot size, standards, setbacks, heights, and impervious coverage. It is the developer's intent, among other elements, to protect the natural topography, watercourses, drainage ways, trees and to control erosion. The applicant has provided all necessary plans and these plans provide the level of detail required for a preliminary plat submittal 8.3.E(5) g.

This subject parcel is adjacent to the newly created Forest Road Connection. Access to the subdivision will be directly from the Forest Road Connection.



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Consistency with Sedona Community Plan, Existing Zoning, and Other Applicable Plans: The current Accessor’s Parcel Number is: 401-38-012. This entire 2.68-acre parcel is zoned Single-Family residential (RS-18) and is currently vacant. As the zoning is consistent with the Community Plan’s land use designation, no Community Plan Amendment or zone change is needed for the proposed subdivision. The property is not within a Community Focus Area (CFA), or any other special planning area designated by the city and will comply with all other ordinances and regulations of the city and the Arizona Revised Statutes 7.3.A(1) and 8.3.E(5).c.d. In addition, the design and layout of lots are designed to accommodate topography, natural vegetation, soil conditions, drainage, street traffic, and other conditions 7.3.C. This 3.29-acre parcel has a slight, consistent, downhill slope from west to east and the parcel does not have slopes greater than 30% (See attachment Slope Analysis).

Site Overview: The smallest net lot size at approximately 16,029 square feet and the largest net lot size at 27,909 square feet. The proposed access point for these four-lots is Forest Road.

Included with the preliminary plat submittal are written comments from utility agencies that will provide services for the development stating that they do have utility services adjacent to the site and include the City of Sedona Sanitary Sewer Division, the Arizona Water Company, Arizona Public Service Electric (APS), Unisource Gas, Trash and Recycle collection and internet providers 8.3.E(5)i. In addition, the developer is not proposing a subdivision monument sign.

ARTICLE 7: SUBDIVISION

7.1 Purpose: . The intent of the development is to provide four lower-density single-family residential building lots that will seamlessly fit into the area in an orderly and harmonious design promoting public health, safety and welfare. These four lower-density single-family residential building lots will comply with the maximum density limit in the RS-18: Single-Family Residential zoning district and protect the natural environment and scenic beauty of Sedona. These four lots will have access to public water provided by the Arizona Water Company. They will be connected to the City of Sedona’s wastewater treatment facility as well electric service, storm drainage and other utilities.

7.2 Applicability: The proposed Bowers Subdivision is located entirely within the City of Sedona and is within Coconino County.

7.3.A. General: The proposed Bowers Subdivision will comply with all other ordinances and regulations of the city, the engineering standards manual, and the Arizona Revised Statutes.

7.3.B. Minimum Standards: The proposed design and standards set forth in the Bowers Subdivision will meet or exceed the city’s subdivision design and engineering standards for water connection, sewage disposal, electric service, storm drainage and other utilities.

7.3.C. Lot Planning: The primary driving force for lot planning is the size of the parcels, drainage, street traffic and the access points from both sides of Forest Road. The most effective design and lot layout is, as proposed, with access for each lot directly from Forest Road.



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- Drainage: The grading and layout of each lot shall cause the water to drain away from all buildings and shall allow for the permeation of storm water runoff to the greatest amount achievable.
- Access: The proposed four entrances into the proposed Bowers Subdivision is directly from Forest Road.
- Construction Envelopes: All construction envelopes shall meet the setback requirements of the RS-18 zoning district.

7.3.D. Sensitive Lands: The proposed lot configurations and sizes, grading and drainage techniques are designed to protect the public health, and general welfare of the area and will meet or exceed the city's subdivision design and engineering standards. The subject 2.68-acres will be constructed with the intent of minimizing adverse environmental impacts by protecting the natural topography, watercourses, drainage ways, trees and to control erosion.

7.3.E. Block Layout: See Section 7.3.C. Lot Planning.

7.3.F. Street Design: The proposed driveways proposed for the Bowers Subdivision will meet or exceed the city's subdivision design and engineering standards.

7.3.G. Street Naming and Traffic Control Signs: NA

7.3.H. Easement Planning: Sefton Engineering has provided written documentations from the utility companies stating that the easements meet their utility needs. The majority of the utility companies responded with statements that the provided easement is adequate to provide utilities to each lot. The drainage easements and roadway easement are done according to standard engineering practices and are acceptable to the City Engineer.

7.3.I. Reservation of Land for Public Use: The adjacent Forest Road will have a multi-use trail.

7.3.J. Alternatives to Subdivision Standards: N/A.

ARTICLE 8: ADMINISTRATION AND PROCEDURES

8.3.D Citizen Review Process: Within thirty (30) days of the date of the preliminary plat submittal, a notification letter was mailed to all property owners, homeowners' associations, and neighborhood associations within 300-feet of the property's boundary in accordance with Section 8.3.D. This letter described the request and provided contact information for the applicant with an invitation to contact the applicant to discuss the project via email, zoom meeting, telephone or through regular mail. The applicant shall make a good-faith effort to address concerns of the surrounding property owners in the immediate neighborhood 8.3.E (5).e.

An Affidavit of Mailing will be prepared, notarized and submitted to the City of Sedona Community Development Division.



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8.3.E.(5).c. Consistency with Sedona Community Plan and Other Applicable Plans: The planned Bowers Subdivision consisting of a 2.68-acre parcel is zoned Single-Family residential (RS-18) and is currently vacant. As the zoning is consistent with the Community Plan's land use designation, no Community Plan Amendment or zone change is needed for the proposed subdivision. The property is not within a Community Focus Area (CFA), or any other special planning area designated by the City and will comply with all other ordinances and regulations of the City and the Arizona Revised Statutes.

- **8.3.E.(5).d. Compliance with Sedona's Land Development Code (LDC) and Other Applicable Plans:** This Letter of Intent, and all the other submitted documentation, confirms that the proposed Bowers Preliminary Plat will be in compliance with the subdivision requirements described within *Articles 7 and 8 of the Sedona Land Development Code*. This subdivision will be developed in a way that will have minimal impacts on surrounding property owners, and will minimize, to the greatest degree possible, adverse environmental impacts. This development will provide an adequate road system, the subdivision will be orderly and harmonious with the surrounding area, the subdivision will provide safe ingress and egress for vehicular, bicycle, and pedestrian traffic, the subdivisions public infrastructure will have adequate water supply, sewage disposal, electric service, storm drainage and other utilities.
- **8.3.E.(5).e. Minimize Impact on Surrounding Property Owners:** The proposed Bowers Subdivision will seamlessly fit into the area in an orderly and harmonious design promoting public health, safety, and welfare of the surrounding residential area. This 2.68-acres residential development will be constructed with the intent of minimizing adverse environmental impacts by protecting the natural topography, watercourses, drainage ways, trees and to control erosion.
- **8.3.E.(5).f. Consistent with Intergovernmental Agreements:** The proposed development shall be consistent with any adopted intergovernmental agreements and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into the Sedona Land Development Code.
- **8.3.E.(5).g. Minimize Adverse Environmental Impacts:** The Bowers Subdivision's public infrastructure will be constructed in accordance with the Engineering Standards Manual with the intent of minimizing adverse environmental impacts by protecting the natural topography, watercourses, drainage ways, trees and to control erosion.
- **8.3.E.(5).h. Minimizes Adverse Fiscal Impacts:** The four private driveways will not cause the city to incur fiscal impact and maintenance, the driveways will be the responsibility of the homeowners. The developer is responsible for paying for cost to connect to the City of Sedona's sanitary sewer line.
- **8.3.E.(5).i. Compliance with Utility, Service, and Improvement Standards:** The developer has received confirmation from the utility providers that the easements provided are adequately designed to meet their needs.



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- **8.3.E.(5).j. Provides Adequate Road Systems and Traffic Mitigation:** The subdivision will provide good ingress and egress to the surrounding street system.

Conclusion:

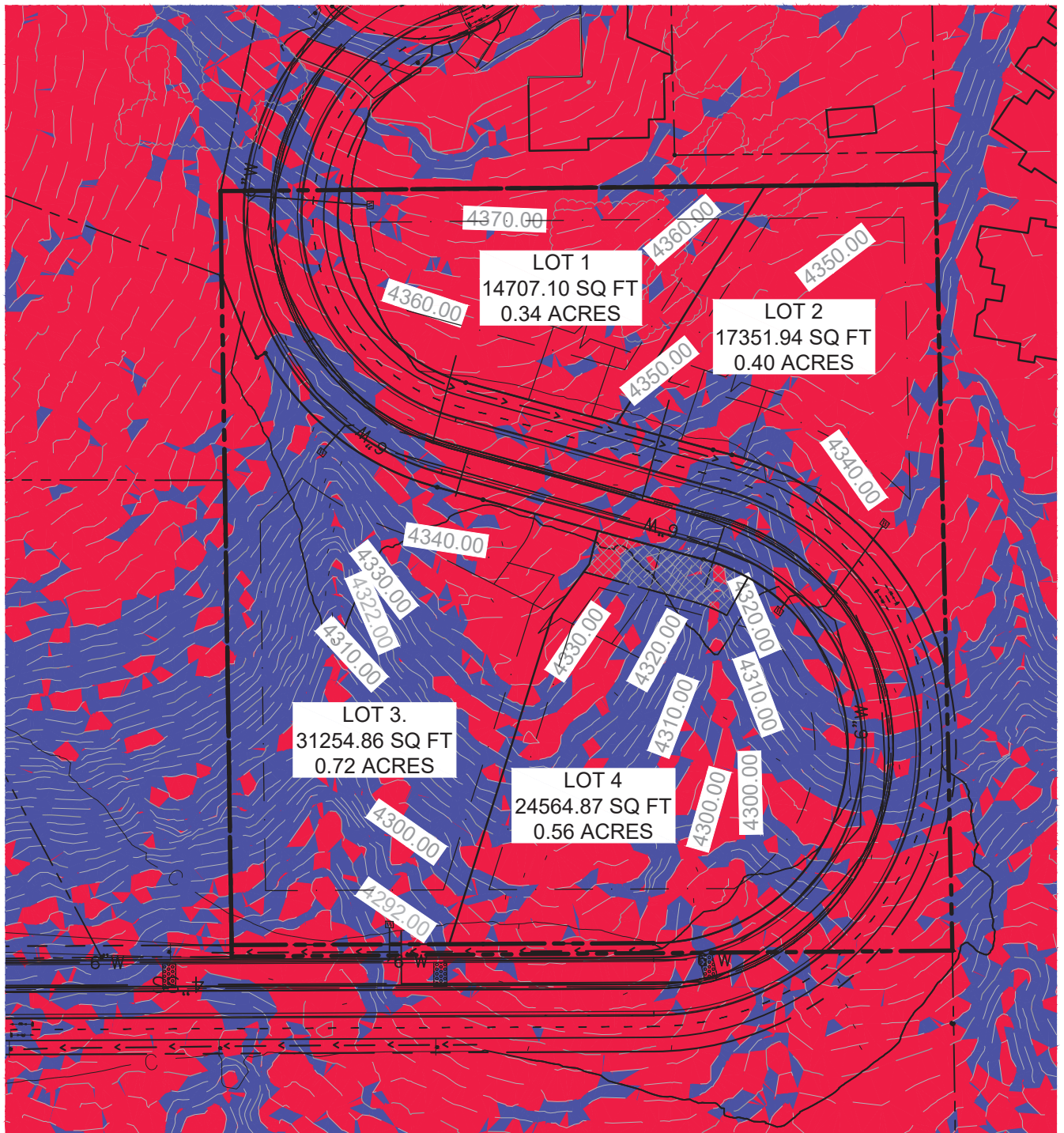
This Letter of Intent, and all the other submitted documentation, confirms that the proposed Bowers Preliminary Plat will be in compliance with the subdivision requirements described within *Articles 7 and 8 of the Sedona Land Development Code*. The Bowers Subdivision will comply with the City of Sedona's Subdivision Regulations as follows:

- Section 8.3.E(5), Approval Criteria:
 - This subdivision is in compliance with the City's Community Plan's land use designation
 - The subdivision is compliant with the Sedona Land Development Code and other applicable regulations
 - This subdivision will be developed in a way that will:
 - Have minimal impacts on Surrounding Property Owners
 - Minimize Adverse Environmental Impacts
 - Minimize Adverse Fiscal Impacts
 - Provide an Adequate Road System
 - Provide Adequate Public Services and Facilities
 - This request has been reviewed through the pre-application meeting process in accordance with Section 8.3.B, of the Sedona Land Development Code. This project does not have to go through the conceptual review public meeting because it is less than ten lots
 - The subdivision will be orderly and harmonious with the surrounding area
 - The subdivision will provide safe ingress and egress for vehicular, bicycle, and pedestrian traffic
 - The subdivision's public infrastructure will have adequate water supply, sewage disposal, electric service, storm drainage and other utilities
 - The public infrastructure shall be constructed in accordance with the Engineering Standards Manual
 - This subdivision will comply with all ordinances and regulations of the city and the Arizona Revised Statutes

Should you have any questions, or need any additional information, please contact David Nicolella at (928)-202-3999 Ext. 104 or dn@sefengco.com.

Sincerely,
David Nicolella
Sefton Engineering's Land Planner
Project No.: 220219

■ <30 % SLOPE
■ >30 % SLOPE



PRELIMINARY



40 STUTZ BEARCAT DR.
 SEDONA, ARIZONA 86336
 PH: (928) 202-3999

**BOWERS SUBDIVISION PZ21-00020
SLOPE ANALYSIS**

DRAWN BY:	SS
PROJECT NO:	220219
DATE:	12/13/2022
SCALE:	1"=50'
SHEET NO.	1 OF 1

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

November 22, 2022

David Nicolella
Sefton Engineering's Land Planner
40 Stutz Bearcat Dr
Sedona AZ 86336

Re: Preliminary Water Plan and Water Report for 741 Forest Road LLC

Dear Mr. Nicolella:

Please use this letter to guide you in your preparation of the Formal Water Plan ("Plan") and Water Report ("Report") for 741 Forest Road LLC located in Sedona, AZ. When the Plan and Report is completed, please send us the following:

- ▶ Two copies of the formal water plans.
- ▶ Two copies of the formal water report
- ▶ One digital (CAD/Vector format) copy of the formal water plans.
- ▶ One digital (CAD/Vector format) copy of the formal water report.
- ▶ One digital (CAD/Vector format) copy of the subdivision plat.
- ▶ Drawings indicating the location of all other utilities (gas, electric, telephone, cable television, sewer, etc.) as well as paving and profile.

We will then review your plans and, if everything meets with our approval, we will sign the cover sheet or the original and return it to you for submittal to the plan review section of the appropriate state and/or county health department with a signed *Drinking Water Service Agreement*.

The following items should be understood by the developer:

- a. The Formal Water Plan is to be prepared by the developer's consulting engineer following the Company's Design Policy and System Planning criteria (copy attached).
- b. The plans and *Water Service Agreement* must **both** be approved and signed by the Company prior to submittal to the state and/or county health department.
- c. The Company will not participate in the cost of any facilities required for extending service to a new project.
- d. Any reports to the Arizona Department of Water Resources ("ADWR"), Real Estate Department, etc., are the responsibility of the developer and/or his agent.
- e. Prior to bidding, roads must be prepared to rough grade and waterline locations surveyed and staked by the developer so that the actual waterline locations correspond with the water plan.

E-MAIL: developmentservices@azwater.com

03/19/21
AJH:afh
E-3-5-1

- f. The funds for the water system addition including any off-site improvements that may be required will be advanced by the developer prior to construction. **The bidding, contracting, installation and inspection will be performed by the Company.**
- g. The developer must obtain a Certificate of Assured Water Supply for the project and furnish a copy of it to the Company before the Company will sign a contract for installation of the water system. If the project is located in an area outside an active management area established by the Arizona Groundwater Code, the developer must submit plans for the water supply for the project and demonstrate the adequacy thereof to the ADWR. The developer must submit a copy of the report received from the ADWR on the developer's plan.
- h. The ADWR has adopted its Third Management Plan, which establishes mandatory conservation programs. These conservation programs require that all projects must report the size of "turf-related facilities" associated with the proposed project. ("Turf-related watering" means the application of water from any source to grow landscaping plants on the grounds of the turf-related facility and the use of water from any source to fill or refill any bodies of water, including lakes, ponds or lagoons that are an integral part of the landscaped area of a turf-related facility. Bodies of water used primarily for swimming purposes are not an integral part of the landscaped area of a turf-related facility.) Indicate in the space provided the total area of this proposed project that will be developed as "turf-related facilities".

Total turf-related facilities: _____ acre(s)

All turf-related facilities ten (10) acres or larger in size must be metered separately pursuant to the provisions of the Third Management Plan.

Projected annual water usage: _____ acre feet (non-residential)

- i. When the project involves fire hydrants, the legally recognized public fire protection agency that has the responsibility for fire protection will determine the number and location of the fire hydrants, the minimum required fire flow rate (gpm) and flow duration (hours). The fire protection authority must specify the required fire flow rate and duration.

- 1. Minimum required fire flow rate: _____ GPM
- 2. Minimum required fire flow duration: _____ HOURS

(Public Fire Protection Agency)

By: _____

Title: _____

Date: _____

- j. The developer must specify, in writing, the date on which the Company will be required to put the project out to bid. Any requirements regarding time constraints, construction completion deadlines, etc., must be noted in the request to bid so that they may be specified in the bid documents. All necessary approvals from regulatory agencies having jurisdiction over project construction must be received prior to bidding. Please note that the estimated time required from the initial invitation to bid to the start of construction can be eight (8) weeks, or longer. This time is dependent on, but not limited to, material procurement, highway permits, contractor mobilization, etc. If the developer desires to add qualified contractors to the Company's bid list for obtaining labor bids for the project, the developer must so inform the Company prior to the date the project is put out to bid and any such contractors must meet the due date of the bid.

- k. If this project includes 2-inch or larger meters or private fire service taps, those services will begin to be billed for monthly service charges immediately after installation. It is the responsibility of the developer or his agent to contact the local office to provide the information needed for monthly billing.

Please provide the information requested and sign this document where indicated, retain a copy, and return the original to the Company. **This project will not be approved until the Company receives this signed document.**

Very truly yours,



Luisa Partida
 Development Coordinator I
 developmentservices@azwater.com

LP
 Enclosure

 Developer

By: _____

Title: _____

Date: _____

E-MAIL: developmentservices@azwater.com



1250 E. State Route 89A
Cottonwood, AZ 86326

June 14, 2022

To David Nicolella,

Regarding: Parcel number: 401-38-012, Addressed 741 Forest Road Sedona AZ

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.

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

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.

David Nicolella

From: Rosales, Heidi <Heidi.Rosales@lumen.com>
Sent: Wednesday, June 15, 2022 10:13 AM
To: David Nicolella
Subject: New Development
Attachments: Lumen Developer Information Sheet.pdf; SFH Developer Notification_Wiring Requirements.pdf

CAUTION: This email originated from outside of the organization.

Hello David,

Thank you for sending us the plat. All new developments are required to be ran through or financial analysis tool, if you will fill out the attached form I can get this submitted to my planning team.

Thank you,

Heidi Rosales | Contract [OSP Facility Assigner] @ LUMEN

Tel: 520-991-2427

MOUNTAIN, LTD.

www.MOUNTAINLTD.com

EOE, AA.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

David Nicolella

From: David Nicolella
Sent: Monday, October 31, 2022 4:30 PM
To: Luke sefton
Subject: FW: Sefton Project 220219: Bowers Unisource Gas Connections. Forest Road Connection Project

From: Mathe, Taylor <TMathe@uesaz.com>
Sent: Monday, October 31, 2022 3:19 PM
To: David Nicolella <DN@sefengco.com>; Perkins, Jason <JPerkins@uesaz.com>
Subject: RE: Sefton Project 220219: Bowers Unisource Gas Connections. Forest Road Connection Project

CAUTION: This email originated from outside of the organization.

David,

Just thought id jump in here. We just spoke with the city today, their road contractor has pulled off the project and they're hoping to have them back asap. Once they begin construction again, or an official word on a timeline. I can work up a mainline extension agreement, and continue to work with the city on getting in that shared trench we have previously discussed with them.

Taylor Mathe

Planner- Verde District
500 S Willard Street
Cottonwood, AZ 86326
Office: 928-203-1214
Cell: 928-300-2728
tmathe@uesaz.com

From: David Nicolella <DN@sefengco.com>
Sent: Monday, October 31, 2022 1:38 PM
To: Perkins, Jason <JPerkins@uesaz.com>
Cc: Mathe, Taylor <tmathe@uesaz.com>
Subject: [EXTERNAL E-Mail]Sefton Project 220219: Bowers Unisource Gas Connections. Forest Road Connection Project

***** UNS WARNING - EXTERNAL EMAIL *****

Do NOT open attachments or click links that you are not expecting.

If the content or request made in this email seems unusual in any way, please contact the sender, via phone or in-person, to verify that this is a legitimate request.

***** REPORT ANYTHING SUSPICIOUS *****



PATRIOT

Disposal, Inc.

Jay Eby, CEO

June 14, 2022

To Luke Sefton,

Patriot Disposal Inc is able and willing to provide waste removal service for your new location for 741 Forest Road Sedona AZ parcel number: 401-38-012.

The project is located in Sedona AZ. If we can provide you with any additional information to help your project run smoothly just let me know.

Thank you,

Kay Lopez
Regional Sales Manager
Patriot Disposal
928.775.9000 office
isales@patriotdisposal.com



DESIGN REPORT

Forest Road Connection Extension of Sanitary Sewers



City of Sedona
Public Works Department

Date: June 2021
Project No.: SIM-05b

[Revision -]





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5. APPENDICES 14

Appendix A Flood Insurance Rate Map

Appendix B Sanitary Analysis Output

Appendix C Sanitary Sewer Plan and Profile Sheets



1. INTRODUCTION

This report serves to present the design basis for construction of sanitary sewer collection facilities within the new roadway corridor project known as the Forest Road Connection.

1.1. Project Description

Forest Road Connection is a transportation improvement project that proposes the extension of Forest Road from its current terminus to connect with State Route 89A (SR 89A) at a point approximately 500 feet west of the Brewer Road roundabout. The roadway extension provides a new transportation corridor and alternative route between Uptown Sedona and west Sedona, bypassing the heavily travelled "Y" roundabout.

Project improvements consist of a new two-lane bidirectional roadway, approximately 1,700-feet in length contained within a new 40 to 50-foot-wide public right-of way. Other improvements include sidewalk/shared-use path, bike lanes, landscaping, drainage infrastructure and sanitary sewer facilities. Improvements may also include new public utility infrastructure/facilities by private utility companies.

The proposed sanitary sewer improvements will consist of a typical gravity collection system having sewer main conveyance piping, manholes, and sewer service laterals. The collection system will be designed and constructed in accordance with ADEQ requirements.

1.2. Project Location

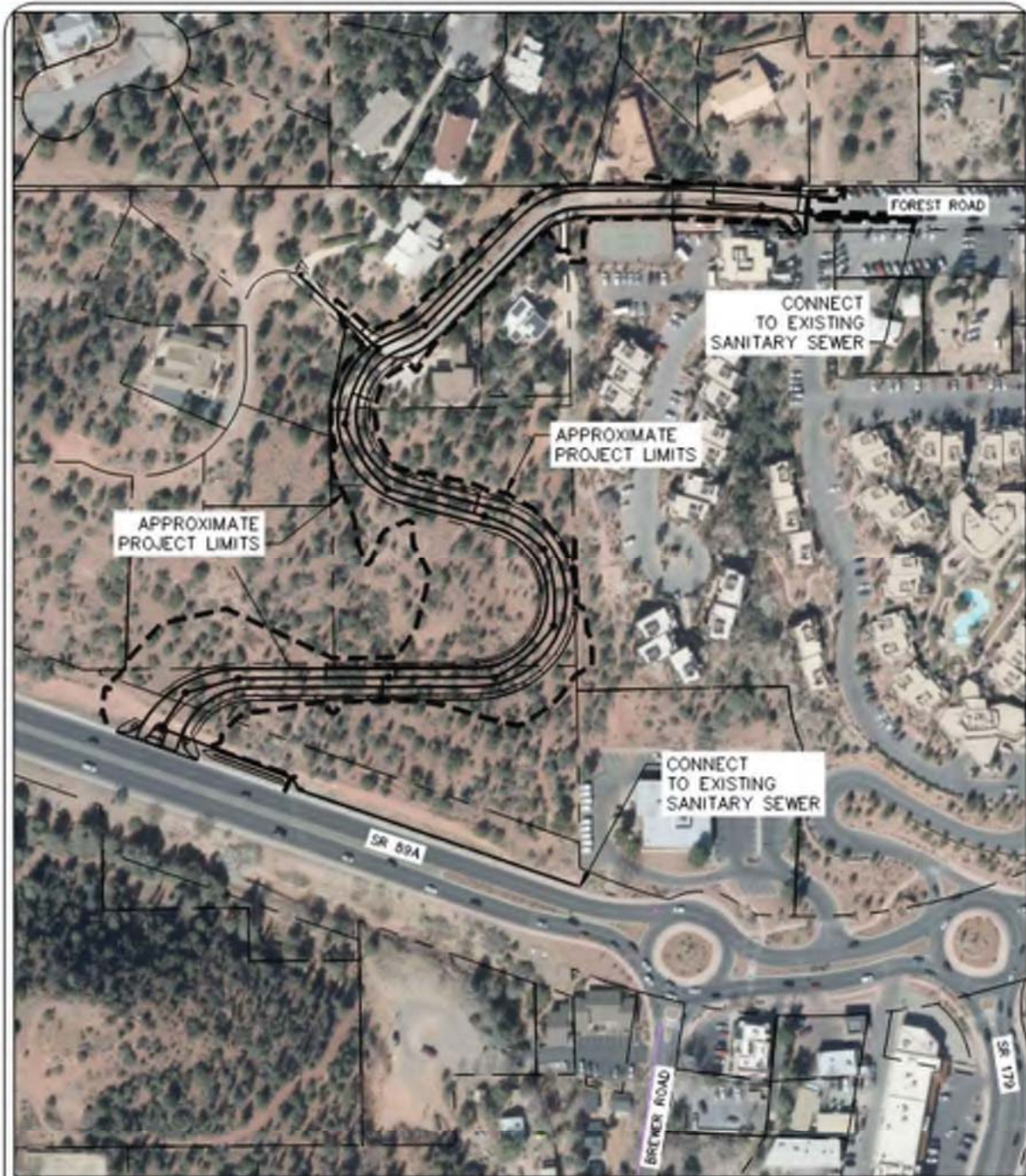
The project site is in Coconino County in the northeastern portion of the City of Sedona, Arizona, and further located as being in the northwest portion of the southeast quarter of Section 7, Township 17N, Range 6E of the Gila and Salt River Meridian. See Location Map – Figure 1, following page.


The downstream end of the proposed sewer collection system (point of discharge to existing sanitary sewer collection system) is at a Latitude of 34° 51' 58.47" N and Longitude 111° 45' 55.17" W and Latitude of 34° 52' 07.54" N and Longitude 111° 45' 49.67" W for the northern portion. See Project Area Map – Figure 2, page 3.

The site can be accessed from the north side of State Route 89A at a point located approximately 500-feet west of the SR 89A & Brewer Road roundabout. Alternatively, the site can be accessed from the current terminus of Forest Road, by heading west and following the existing private access road.



PROJECT AREA MAP – FIGURE 2



 CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 928-204-7111	Project Name and Location	Sheet Title	Date
	FOREST ROAD CONNECTION	PROJECT AREA MAP	05/28/2021
	Forest Road Sedona, AZ		Scale 1" = 200' Sheet 01



1.3. Contacts

1.3.1. Project Owner/Applicant:

City of Sedona
Wastewater Department

Mail: 102 Roadrunner Dr, Sedona AZ 86336
Site: 7500 W SR 89A, Sedona, AZ 86336

Roxanne Holland, PE Wastewater Manager
(928) 204-2234
RHolland@SedonaAZ.gov

Robert J. Welch, PE Associate Engineer/Project Manager
(928) 203-5120
BWelch@SedonaAZ.gov

1.3.2. Contractor:

(Undetermined at this time)

1.3.3. Wastewater Treatment Facility/Collection System:

City of Sedona Wastewater Reclamation Plant
102 Roadrunner Dr, Sedona AZ 86336

APP Number: 102298

Roxanne Holland, PE Wastewater Director
(928) 204-2234
RHolland@SedonaAZ.gov

1.3.4. Engineer:


City of Sedona
Department of Public Works
102 Roadrunner Dr, Sedona AZ 86336

Contact: Robert J. Welch, PE Associate Engineer
(928) 203-5120
BWelch@SedonaAZ.gov



SEWER SERVICE MAP – FIGURE 3



 CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 928-204-7111	Project Name and Location	Sheet Title	Date
	FOREST ROAD CONNECTION	SEWER SERVICE BASIN MAP	05/28/2021
	Forest Road Sedona, AZ		Scale 1" = 200'
			Sheet 01



1.4. Elements Served

The proposed sewer line will serve existing single-family homes located in the sewer basin area shown in figure 3. The capacity of the proposed sewer extension will be designed assuming the area will further develop. Future development is assumed to include commercial development and additional single-family housing. The capacity also considers that the existing homes currently utilizing septic systems will ultimately be connected to the extension.

1.5. Downstream Point of Discharge

The proposed system will have two points of connection to the existing City of Sedona sanitary sewer collection system. The point of connection for the north portion of the basin is located within Forrest Road approximately 265 feet west of the Forrest Road/ Smith Road intersection. The remainder of the basin connects to the existing manhole immediately west of the State Route 89A/Brewer Road roundabout.

2. BASIS OF DESIGN

2.1. Sewer Basin and Elements Served

The proposed sanitary sewer improvements consist of two separate extensions of the existing sewer collection system, one derived from a connection point on State Route 89A at sewer plan station 1114+71.4 and the other from a connection point on the existing Forest Road at sewer plan station 30+63.99.

At full build-out, which considers future extensions of the proposed collection system herein, the sewer basin served from the extension of sewer collection facilities on State Route 89A encompasses approximately 24.9 acres. Land uses in the basin are zoned primarily Single-Family (SR18), with only one parcel zoned for Commercial (CO). Future extensions of the public sanitary sewer collection system beyond the proposed system herein, are expected to accommodate an additional twenty-two (22) single family residential dwellings.

The proposed sanitary sewer extension from State Route 89A, as provided herein, will service an area approximately 9.4 acres in size. Land uses in this sewer basin consist of single-family zoned parcels (SR18) and one commercial zoned parcel (CO). Approximately thirteen (13) single-family residential parcels can be realized within this basin at the current zoning and site topography constraints. One parcel in the basin is zoned as commercial (CO) and was calculated as a restaurant for flow development.

The proposed sanitary sewer extension near the existing Forest Road terminus will service two single-family parcels, zoned SR18. These parcels are currently developed



and operating individual onsite wastewater treatment systems. It is anticipated that these homes will be connected to public sewer collection system within a period of 5-years.

2.2. Wastewater Design Flow

2.2.1. Average Daily Dry Weather Flow (ADWF):

The anticipated average daily wastewater flows for the two proposed sanitary sewer extensions from State Route 89A (Sta 1114+71.4) and Forest Road (Sta 27+98.79) are indicated in the following Tables 1 and 2.

Table 1 represents the ADWF for the area served by the proposed sanitary sewer extension, which connects to the existing sewer collection system on Arizona SR 89A at sewer plan Station 1114+71.4 and is extended west along SR 89A to the new Forest Road intersection and then northerly within the new roadway corridor of Forest Road to sewer plan Station 24+32.66.

Table 2 represents the ADWF for the proposed sanitary sewer extension, which connects to the existing sewer collection system on Forest Road at sewer plan Station 30+63.99 and extends west to Station 27+98.79.

Table 3 indicates the future ADWF under the condition that the sanitary sewer collection system is further extended to service additional residential property lying north and west of the proposed system herein.

TABLE 1 - Average Daily Dry Wastewater Design Flow {System Extension from Sta 1114+71.4 (SR 89A) to Sta 24+32.66 (Forest Road)}

Facilities, Site Use (Wastewater Source)	Design Unit	Total Number of Units	Average Daily Flow per Unit (gpupd)	Average Daily Flow (ADWF) (gpd)
13 - Single Family Dwellings	Person	28.6 (13x2.2pu)	80	2,288
1 - Commercial (Assumed Restaurant 180 seats)	Employee	12	20	240
w/Toilet	Customer	240	7	1680
w/Kitchen Waste	Meal	240	6	1440
w/Lounge	Customer	40	2	80
TOTAL ADWF (gpd)				5,728



TABLE 2 - Average Daily Dry Wastewater Design Flow {System Extension from Sta 30+63.99 to Sta 27+98.79 (Forest Road)}

Facilities, Site Use (Wastewater Source)	Design Unit	Total Number of Units	Average Daily Flow per Unit (gpupd)	Average Daily Flow (ADWF) (gpd)
2 - Single Family Dwellings	Person	4.4 (2x2.2pu)	80	352
TOTAL ADWF (gpd)				352

TABLE 3 - Average Daily Dry Wastewater Design Flow (future sewer basin build-out)

Facilities, Site Use (Wastewater Source)	Design Unit	Total Number of Units	Average Daily Flow per Unit (gpupd)	Average Daily Flow (ADWF) (gpd)
22 - Single Family Dwellings	Person	26.4 (12x2.2pu)	80	2,112
TOTAL ADWF (gpd)				2,112

2.2.2. Peak Dry Weather Flow, Daily (PDWF):

Peak flow anticipated under dry weather conditions are as stipulated by Arizona Administrative Code R18-9-E301 (D.1.b). Peak dry weather flow is calculated based upon upstream population.

Proposed Peak Factor (PF) = 3.62

Therefore, Peak Dry Weather Flow, gpd (PDWF) = ADWF x 3.62. PDWF for the two proposed collection systems herein and the future collection systems at full basin build-out are as follows:

- **Table 1 - System Extension from Sta 1114+71.4 (SR 89A) to Sta 24+32.66 (Forest Road)** PDWF = 5,728 x 3.62 = 20,735 gpd
- **Table 2 - System Extension from Sta 30+63.99 to Sta 27+98.79 (Forest Road)** PDWF = 352 x 3.62 = 1,274 gpd
- **Table 3 – System Extension from Sta 1114+71.4 (SR 89A), at Future Sewer Basin Build-out** PDWF = (5,728 + 2,112) x 3.62 = 28,381 gpd

2.2.3. Peak Wet Weather Flow, Daily (PWWF):

A factor for flow under wet weather conditions (I/I) was developed following PCWM standard practice of 250 gpad. The estimated acreage is based upon a 30-foot wide strip centered on the sewer facility line extension.



Peak Wet Weather Flow, gpd (PWWF) = PDWF + I/I; where I/I = 250 gpad x (30' x linear feet of sewer main/43,560). PWWF for the two proposed collection systems herein and the future collection systems at full basin build-out are as follows:

- **Table 1 - System Extension from Sta 1114+71.4 (SR 89A) to Sta 24+32.66 (Forest Road)**
 $I/I = 250 \text{ gpad} \times (30' \times 2341' / 43560) = 403 \text{ gpd}$
 $PWWF = 20,735 + 403 = \underline{21,138 \text{ gpd}}$
- **Table 2 - System Extension from Sta 30+63.99 to Sta 27+98.79 (Forest Road)**
 $I/I = 250 \text{ gpad} \times (30' \times 265' / 43560) = 46 \text{ gpd}$
 $PWWF = 1,274 + 46 = \underline{1,313 \text{ gpd}}$
- **Table 3 - System Extension from Sta 1114+71.4 (SR 89A), at Future Sewer Basin Build-out**
 $I/I = 250 \text{ gpad} \times (30' \times 1353' / 43560) = 233 \text{ gpd}$
 $PWWF = 28,381 + 233 = \underline{28,614 \text{ gpd}}$

2.3. System Conveyance Analysis

2.3.1. System Conveyance Performance

Sanitary Analysis was prepared to justify the size and slopes of the proposed system by means of analyzing the full, half, and design flow of the steepest and flattest pipes. The analysis was performed by using Bentley Flowmaster software. The analysis was performed on the PWWF flow to determine the maximum expected velocities in the mains with steep slopes and flow depth in the mains with flat slopes. The full flow velocity and ratio of flow depth to diameter were evaluated and are part of the output. A schematic view of the system is shown in Figure 4, page 12.

2.4. Supplemental Analysis

No supplemental analysis was required for this project.

2.5. Summary of System Design and Performance

Based on the results of the analysis the maximum velocities are below the allowable 10 ft/sec., with the maximum 9.97 occurring between manholes 2 and 3. The depth ratio is well below the allowable .75, with the maximum of .2 occurring between sewer cleanout 02 and existing manhole 01. Due to the depth of the existing manhole at which the system can reasonably connect into the system has a couple runs of main that have flat slopes. These minimal slopes result in full flow velocities that are below the recommended 2.0 ft/sec. Care will need to be taken to periodically monitor the flow in the manhole adjacent to these areas and provide maintenance when needed. Below is a list of the design parameters that were utilized in the analysis. The complete results from the analysis can be found in Appendix B.



2.5.1. Design Details Summary

Design Planimetric Datum: NAD 1983 (CONUS) See plans for Basis of Bearing

Design Vertical Datum: NAVD88 See plans for Basis of Bearing

Wastewater Flow:

Existing Forest Road Extension

ADWF: 352 gpd (0.24 gpm)

PDWF: 1,274 gpd (0.88 gpm)

PWWF: 1,313 gpd (0.91 gpm)

Existing State Route 89A Extension

ADWF: 7,840 gpd (5.44 gpm)

PDWF: 28,381 gpd (19.71 gpm)

PWWF: 28,614 gpd (19.87 gpm)

Sanitary Sewer Main:

Material: PVC

Size: Pipe Size = 6"

Nominal I.D. = 6.031"; Wall = 0.280"

Length: 412 +/- LF

Roughness Parameter "n" (Manning's): 0.013

Material: PVC

Size: Pipe Size = 8"

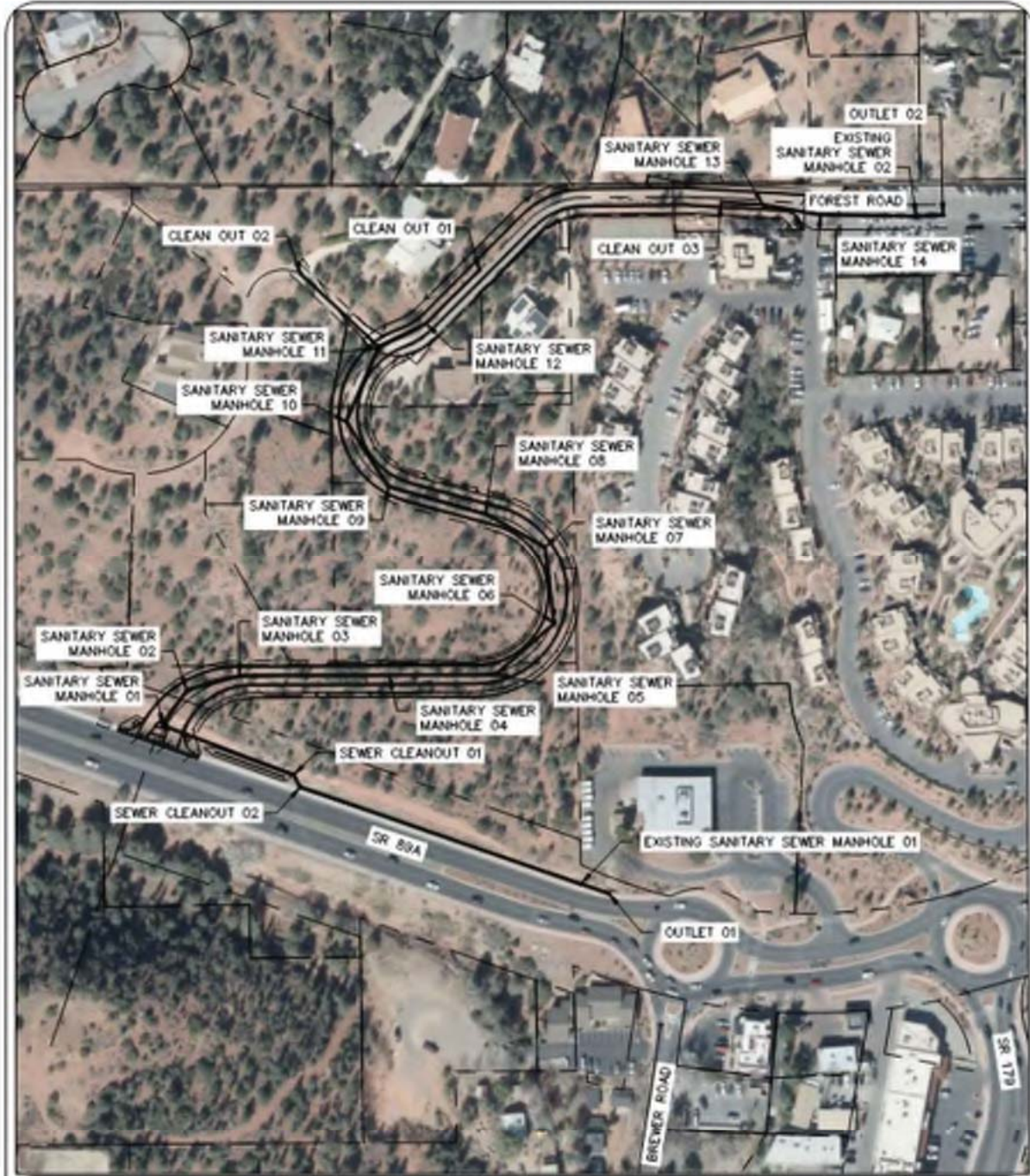
Nominal I.D. = 7.942"; Wall = 0.322"


Length: 1,929 +/- LF

Roughness Parameter "n" (Manning's): 0.013



SCHEMATIC DIAGRAM – FIGURE 4



 CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDDONA, ARIZONA 86336 PHONE: 928-204-7111	Project Name and Location	Sheet Title	Date
	FOREST ROAD CONNECTION	MODEL SCHEMATIC	05/28/2021
	Forest Road Sedona, AZ		Scale 1" = 200'
			Sheet 01



3. CONSTRUCTION STANDARDS

3.1. Details

- MAG 200-1
- MAG 420-1
- MAG 423-2
- MAG 426-1
- MAG 441
- City of Sedona Special Detail 01

3.2. Specifications

- 345 Adjusting Frames, Covers, Valve Boxes, Water Meter Boxes & Pull Boxes
- 615 Sanitary Sewer Line Construction
- 625 Manhole Construction and Drop Sewer Connections

3.3. Quality Assurance/Quality Control

The quality of the installed system will be verified by a two-level approach as required by the permitting agency (ADEQ). The control level is achieved by means of construction inspection/administration of the system while it is being installed. The assurance level is achieved by testing the system after installation. Tests consist of; checking for deflection in the mains, low pressure air to identify leaks in the main, and vacuum testing the manhole to identify leaks. These test results are then sent to ADEQ for verification prior to approving the system for operation.

3.4. Sanitary Sewer Collection System Appurtenances/Equipment

3.4.1. Materials Summary

3.4.1.1. Piping:

- General gravity sewer pipe shall be ASTM D-3034, SDR 35;
- Special gravity sewer pipe (where indicated) shall be ASTM D1785, Schedule 40.
- Sewer Cleanout

3.4.1.2. Manholes:

- 5' diameter precast concrete
- 30" cast iron manhole frame and cover



4. CONCLUSION

Based on the analysis results and the design assumption presented herein the sanitary sewer collection system has sufficient capacity to convey the anticipated flows and meets the requirements of ADEQ. All sewer mains are gravity flow and will be placed within the proposed right-of-way or easements.

WRITTEN NARRATIVE, MAP OF AREA WITHIN 500-FEET

This letter is to address: Manual Section 1.1.E/1.3. B(1)c.5: Context Plan – Map/Aerial Photograph and Written Narrative, clearly portraying any unusual visual features on or within 500 feet of the site. This presentation may include such materials, at the applicant's option, as slides, photographs, cross-sections, maps, computer simulations, perspectives, or models.

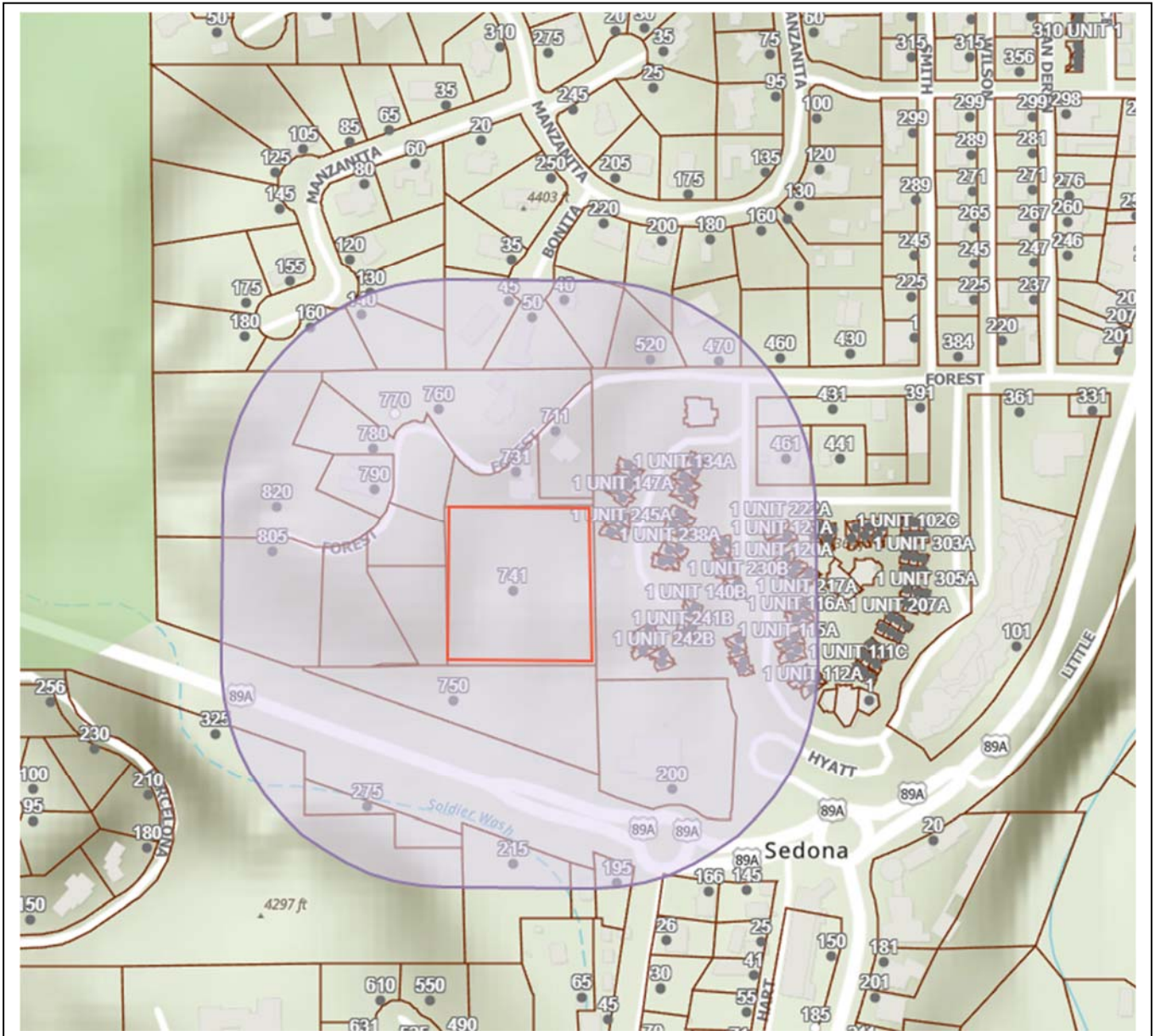
WRITTEN NARRATIVE:

The proposed Bowers Subdivision is located at 741 Forest Road and the newly created City of Sedona Forest Road Connection runs through the middle of the site. This 2.66-Acre site is adjacent to and surrounded on four sides by the following roadway:

1. To the West: Vacant land zoned RS-18
2. To the North: Single family homes zoned RS-18
3. To the East: The Hyatt Residence Club Sedona, Pinon Pointe zoned CO
4. To the South: Vacant land zoned CO

This entire 2.66 Acre parcel is zoned Single-Family residential (RS-18) and is currently vacant. The RS-18 district is intended to accommodate and preserve low to medium density single family residential uses. The intent of the development is to provide four lower-density single-family residential building lots that will seamlessly fit into the area in an orderly and harmonious design promoting public health, safety, and welfare.

All of the surrounding residential lots within 500-feet are zoned RS-18: Single-Family Residential and the only subdivisions within 500-feet is the North: Manzanita Hulls Units 1 and 2



Sincerely,

David Nicolella
Sefton Engineer's Land Planner
40 Stutz Bearcat Drive
Sedona, AZ 86336

Office: (928) 202-3999, ext. #104
Email: DN@sefengco.com,

Sefton Project No.:220219

**PRELIMINARY MEMORANDUM REPORT
FOR THE USE OF**

File No.: 1568466

Search made to January 28, 2022 at 7:30AM

Examiner:

THIS IS A MEMORANDUM REPORT ONLY, NOT A TITLE INSURANCE POLICY.

CONDITION OF TITLE

The above named has examined for the title to the land described herein, the results of which are set forth in Schedule A and B hereof.

This is a Condition of Title Report only. This report does not represent nor commit any type of title insurance. The liability incurred, if any, is limited to twice the amount of the fees paid for this report.

(All recording data refer to records in the office of the County Recorder of the county in which the land is situated.)

SCHEDULE A

File Number:: 1568466

1. The estate or interest in the land described in this report is:

FEE/EASEMENT

2. Title to said estate or interest in said land is at the effective date hereof vested in:

741 Forest Road, LLC, an Arizona limited liability company

3. The land referred to in this report is situated in the State of Arizona, County of Yavapai and is described as follows:

See Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B

File Number:: 1568466

Subject to the usual printed conditions, stipulations and exceptions contained in the regular form of a policy, or by a rider attached thereto, and also subject to the following specific encumbrances, reservations and exceptions:

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Reservations or exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Liabilities and Obligations imposed upon said land by reason of its inclusion within water, improvement, fire or other districts or associations, if any.
4. Taxes for the full year of 2022. (The first half is due October 1, 2022 and is delinquent November 1, 2022. The second half is due March 1, 2023 and is delinquent May 1, 2023).
5. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
6. Easement(s) for gas pipeline and incidental purposes, recorded in [Docket 317, Page 213](#) of Official Records.
7. Easement(s) for cable transmission lines and incidental purposes, recorded in [Docket 318, Page 750](#) of Official Records.
8. Easement(s) for communication and other facilities and incidental purposes, recorded in [Docket 361, Page 537](#) and in [Docket 536, Page 653](#) of Official Records.
9. Easement(s) for road, utilities and incidental purposes, recorded in [Docket 709, Page 303](#) of Official Records (East 25 feet of Parcel 1).
10. Easement(s) for ingress, egress, utilities and incidental purposes, recorded in [Docket 753, Page 750](#) of Official Records.
11. Easement(s) for ingress, egress, utilities, television cable and incidental purposes, recorded in [Docket 754, Page 4](#) and in [Docket 1506, Page 110](#) of Official Records (Parcel 4).
12. The terms, conditions and provisions contained in the document entitled Road Maintenance Agreement recorded in [Docket 1279, Page 331](#) and in [Docket 1443, Page 327](#) of Official Records.

NOTE: See attached tax sheets for the following Parcel Numbers: 401-38-012.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded September 22, 2016 as [Document No. 2016-3764195](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

SCHEDULE B

File Number:: 1568466

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL NO. 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 bearing South 1°02'31" East a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE South 1°02'31" East, along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 353.32 feet;

THENCE South 89°21'19" West, a distance of 328.17 feet;

THENCE North 1°02'31" West, a distance of 352.86 feet;

THENCE North 89°16'33" East, a distance of 328.18 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

An easement for roadway and utilities, as created by instrument recorded in [Docket 709, page 295](#), records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The North 20 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT the East 500 feet thereof.

PARCEL NO. 3:

An easement for ingress, egress and public utilities, as created by instrument recorded in [Docket 1506, page 116](#), records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

A strip of ground lying 8 feet East of and coincident with the following line:

BEGINNING at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 7;

THENCE South 01°02'31" East (Basis of Bearings is a deed recorded in [753](#), records of Coconino County, Arizona), a distance of 300.00 feet to the Northeast corner of a parcel as described in deed recorded in Docket 753, page 744-746, records of Coconino County, Arizona and the terminus of this line.

PARCEL NO. 4:

An easement for road and utility purposes, as reserved in instrument recorded in [Docket 709, page 308](#), records of Coconino County, Arizona, over that part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The East 25 feet of the North 300 feet of the following described property;

BEGINNING at the Southeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE along the South line of said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South 89°21'19" West a distance of 669.81 feet to the Northerly right-of-way line, 200 feet wide, of State Highway 89A;

THENCE along said right-of-way line, North 70°57'51" West (Highway bearing North 70°50'00" West), a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter;

THENCE along said West line, North 0°49'37" West, a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II;

THENCE along the South line of the said Manzanita Hills Units I and II, North 89°16'33" East, a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter;

SCHEDULE B

File Number:: 1568466

THENCE along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South 1°02'31" East, a distance of 653.32 feet to the POINT OF BEGINNING;

EXCEPT that part of said easement which was abandoned by instrument recorded in [Docket 1506, page 110](#), records of Coconino County, Arizona.

STATE OF ARIZONA, County of Coconino; ss. 8575
I do hereby certify that the within instrument was filed and recorded at the request of:
Southern Union Gas Company
On November 4th, 1968, at 8:00 o'clock A.M., Docket 317 Page 213
Records of Coconino County, Arizona.
WITNESS my hand and official seal the day and year first above written.
EDNA MAE THORNTON, County Recorder,
By Virginia Savenda Deputy.

EASEMENT DEED

THIS INDENTURE, made this 4th day of August, 1967 between
IMPERIAL PROPERTIES, INCORPORATED, whose address is 1802 North Central Avenue,
Phoenix, Arizona 85001, Grantor, and SOUTHERN UNION GAS COMPANY, whose address
is Fidelity Union Tower, Dallas, Texas, 75201, Grantee:

WITNESSETH:
That for and in consideration of \$1.00 and other good and valuable consideration,
the receipt of which is hereby acknowledged, the Grantor does hereby grant, bar-
gain, sell and convey unto the Grantee, and its assigns, an easement over and
across the following described land:

GILA AND SALT RIVER MERIDIAN
Township 17 North, Range 6 East, Section 7
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Said easement is for a natural gas transmission line 5 feet in width extending
2 $\frac{1}{2}$ feet on each side of the existing natural gas pipeline. The approximate
location of the pipeline (and centerline of this easement) is located on a map
designated "Clarkdale-Sedona Transmission Line" detail "A" which is attached
hereto and made a part hereof.

If at any time this easement is abandoned by Grantee, or its assigns, the
rights granted thereto shall cease and terminate and the land traversed by or
included in the easement so abandoned shall revert to the then owner of the
above described land and be free of said easement as fully and completely as
if this indenture had not been made.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed on
the day and year written above.

Jim Sellenberger - Pres.
Imperial Properties Inc.

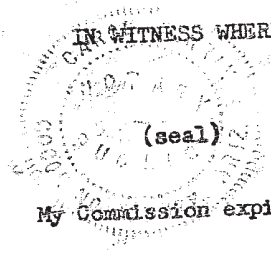
ACKNOWLEDGEMENT

State of Arizona }
County of Coconino } ss

On this 4th day of August, 1967, before the undersigned, a NOTARY
PUBLIC, personally appeared Jim Sellenberger Pres of Imperial Properties Inc.
known to me to be the person(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged that he (they) executed same for the purpose and
consideration therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Carol Ferrin
Notary Public



My Commission expires June 5, 1971

EASEMENT DEED

Grantee

THIS INDENTURE, made this 4th day of August, 1967 between IMPERIAL PROPERTIES, INCORPORATED, whose address is 1802 North Central Avenue, Phoenix, Arizona 85001, Grantor, and SEDONA-OAK CREEK TV AND CABLE COMPANY, whose address is Box 360, Sedona, Arizona 86336, Grantee:

WITNESSETH:

That for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, and its assigns, an easement over and across the following described land:

GILA AND SALT RIVER MERIDIAN
Township 17 North, Range 6 East, Section 7,
N¹/₂SE¹/₄ and N¹/₂W¹/₂SE¹/₄

Said easement is for a TV Cable Transmission Line, 8 feet in width, 4 feet each side of center line occupying the poles of Mountain States Telephone Company and Arizona Public Service Company as shown on a map designated "2720 - Sedona-Oak Creek TV and Cable Co." which is attached hereto and made a part hereof.

If at any time this easement is abandoned by Grantee, or its assigns, the rights granted thereto shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described land and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed on the day and year written above.

[Signature]

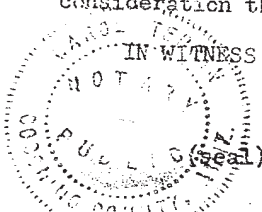
Legal Representative

ACKNOWLEDGEMENT

State of Arizona } ss
County of Coconino }

On this 4th day of August, 1967, before the undersigned, a NOTARY PUBLIC, personally appeared H.M. Galt, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed same for the purpose and consideration therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.



Carol Derrin

Notary Public

My Commission expires _____

STATE OF ARIZONA, County of Coconino; ss.
I do hereby certify that the within instrument was filed and recorded at the request of:
Sedona-Oak Creek TV & Cable Co.
On November 26th, 1968, at 8:00 o'clock A.M., Docket 318 Page 750
Records of Coconino County, Arizona.

WITNESS my hand and official seal the day and year first above written.
EDNA MAE THORNTON, County Recorder,
By Ana V. Bishop Deputy.

318 PAGE 750

2730
2731

GRANT OF EASEMENT

For \$10,000 and other valuable consideration, Imperial Properties, Inc., an Arizona corporation, hereby grants to Coconino Cattle Company a non-exclusive easement for a roadway and for ingress and egress for vehicles, persons and utilities over the following described property situated in Coconino County, Arizona:

The North 20 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, G&SRB&M. Except the East 500 feet thereof.

Said easement is granted in perpetuity for the non-exclusive use and benefit of the present and future owners of that real property situated in Coconino County, Arizona, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof. The owners of said property are and shall be entitled to use said easement and to construct and maintain the roadway and any necessary appurtenances thereto.

IN WITNESS WHEREOF this instrument is executed this

4.5.78 day of August, 1978.

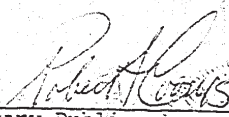
IMPERIAL PROPERTIES, INC.

By: [Signature]

Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged
before me this 28th day of August 1978,
by G.M. Sallenberger, as President
of IMPERIAL PROPERTIES, INC., an Arizona corporation, on
behalf of the corporation.


Notary Public.

My Commission Expires:

My Commission Expires April 23, 1981

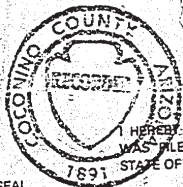
The Northeast quarter of the Northwest quarter of the Southeast quarter and a portion of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

Beginning at the Southeast corner of the said Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7; thence along the South line of the said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South $21^{\circ}19'$ West a distance of 669.81 feet to the Northerly right of way line, right of way 200 feet wide, of State Highway 800, thence along said right of way line, North $70^{\circ}57'51''$ West (Highway bearing North $70^{\circ}50'00''$ West) a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter; thence along the said West line North $0^{\circ}49'37''$ West a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II; thence along the South line of the said Manzanita Hills Units II and I, North $89^{\circ}16'33''$ East a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter; thence along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South $1^{\circ}02'31''$ East a distance of 653.32 feet to the point of beginning.

STATE OF ARIZONA }
COUNTY OF COCONINO } SS

WITNESS MY HAND AND OFFICIAL SEAL

BY Clara Bauman
DEPUTY



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA.

HELEN I. HUDGENS
COCONINO COUNTY RECORDER

FEE NO.

17857

DOCKET 709 PAGE 295-297

DATE: NOV 13 1978 -9 45

REQUEST OF: MINNESOTA TITLE AND TRUST AGENCY

EXHIBIT A

DOCKET 709 PAGE 297

STATE OF ARIZONA, County of Coconino; ss. 8575
I do hereby certify that the within instrument was filed and recorded at the request of:
Southern Union Gas Company
On November 4th, 1968, at 8:00 o'clock A.M., Docket 317 Page 213
Records of Coconino County, Arizona.
WITNESS my hand and official seal the day and year first above written.
EDNA MAE THORNTON, County Recorder,
By Virginia Savella Deputy.

EASEMENT DEED

THIS INDENTURE, made this 4th day of August, 1967 between
IMPERIAL PROPERTIES, INCORPORATED, whose address is 1802 North Central Avenue,
Phoenix, Arizona 85001, Grantor, and SOUTHERN UNION GAS COMPANY, whose address
is Fidelity Union Tower, Dallas, Texas, 75201, Grantee:

WITNESSETH:
That for and in consideration of \$1.00 and other good and valuable consideration,
the receipt of which is hereby acknowledged, the Grantor does hereby grant, bar-
gain, sell and convey unto the Grantee, and its assigns, an easement over and
across the following described land:

GILA AND SALT RIVER MERIDIAN
Township 17 North, Range 6 East, Section 7
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Said easement is for a natural gas transmission line 5 feet in width extending
2 $\frac{1}{2}$ feet on each side of the existing natural gas pipeline. The approximate
location of the pipeline (and centerline of this easement) is located on a map
designated "Clarkdale-Sedona Transmission Line" detail "A" which is attached
hereto and made a part hereof.

If at any time this easement is abandoned by Grantee, or its assigns, the
rights granted thereto shall cease and terminate and the land traversed by or
included in the easement so abandoned shall revert to the then owner of the
above described land and be free of said easement as fully and completely as
if this indenture had not been made.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed on
the day and year written above.

Jim Sellenberger - Pres.
Imperial Properties Inc.

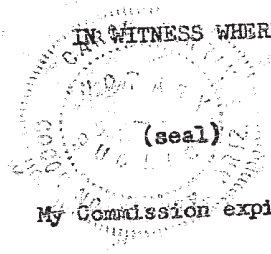
ACKNOWLEDGEMENT

State of Arizona }
County of Coconino } ss

On this 4th day of August, 1967, before the undersigned, a NOTARY
PUBLIC, personally appeared Jim Sellenberger Pres of Imperial Properties Inc.
known to me to be the person(s) whose name(s) is (are) subscribed to the within
instrument and acknowledged that he (they) executed same for the purpose and
consideration therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

Carol Ferrin
Notary Public



My Commission expires June 5, 1971

SUG R/W NO. 180-2

DKT 317 PAGE 213

EASEMENT DEED

Grantee

THIS INDENTURE, made this 4th day of August, 1967 between IMPERIAL PROPERTIES, INCORPORATED, whose address is 1802 North Central Avenue, Phoenix, Arizona 85001, Grantor, and SEDONA-OAK CREEK TV AND CABLE COMPANY, whose address is Box 360, Sedona, Arizona 86336, Grantee:

WITNESSETH:

That for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, and its assigns, an easement over and across the following described land:

GILA AND SALT RIVER MERIDIAN
Township 17 North, Range 6 East, Section 7,
N¹/₂SE¹/₄ and N¹/₂SW¹/₄

Said easement is for a TV Cable Transmission Line, 8 feet in width, 4 feet each side of center line occupying the poles of Mountain States Telephone Company and Arizona Public Service Company as shown on a map designated "2720 - Sedona-Oak Creek TV and Cable Co." which is attached hereto and made a part hereof.

If at any time this easement is abandoned by Grantee, or its assigns, the rights granted thereto shall cease and terminate and the land traversed by or included in the easement so abandoned shall revert to the then owner of the above described land and be free of said easement as fully and completely as if this indenture had not been made.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed on the day and year written above.

[Signature]

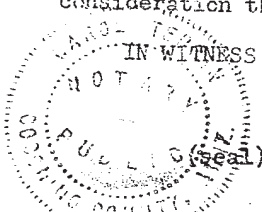
Legal Representative

ACKNOWLEDGEMENT

State of Arizona } ss
County of Coconino }

On this 4th day of August, 1967, before the undersigned, a NOTARY PUBLIC, personally appeared H.M. Gallenberger Pres. of Imperial Prop. Inc. known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (they) executed same for the purpose and consideration therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.



[Signature]

Notary Public

My Commission expires _____
My Commission expires this 5th day of _____ 1968

STATE OF ARIZONA, County of Coconino; ss.
I do hereby certify that the within instrument was filed and recorded at the request of:
Sedona-Oak Creek TV & Cable Co.
On November 26th, 1968, at 8:00 o'clock A.M., Docket 318 Page 750
Records of Coconino County, Arizona.
WITNESS my hand and official seal the day and year first above written.

EDNA MAE THORNTON, County Recorder,
By Ana V. Bishop Deputy.

318 PAGE 750

REALTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT Felix Colmenero and Stella Colmenero

hereinafter referred to as Mortgagor, for good and valuable consideration in hand paid by THE VALLEY NATIONAL BANK OF ARIZONA, a national banking association, hereinafter referred to as Mortgagee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does hereby grant, sell and convey unto the Mortgagee forever, all that certain property and

premises situated in Coconino County, Arizona, described as follows, to-wit:
Parcel No. 1: Lots 1, 2, and 3, Block 3-W, Townside of Flagstaff, as shown on the Survey by F. B. Jacobs, recorded 21 January 1890, records of Coconino County, Arizona.

EXCEPTING from Lot 1, the following described parcel: Beginning at the SE corner of Lot 1 in Block 3-W, which point is also the intersection of the western boundary line of Mike's Pike and the eastern boundary line of The Arizona Lumber and Timber Company's railroad right of way; thence in a northerly direction along the western boundary line of Mike's Pike, 49.5 feet to a point; thence in a westerly direction, 8.9 feet to a point, said point being on the eastern boundary line of said railroad right of way; thence in a southeasterly direction along the boundary line of said right of way, 50.4 feet to the point of beginning. PARCEL NO. 2: That portion of the Arizona Mineral Belt Railroad right of way being a portion of the South half of Section 16, Township 21 North,

including all buildings and improvements now or hereafter erected thereon and all fixtures, wells, pumping equipment, all heating, cooling, plumbing, air conditioning, filtration equipment, lighting fixtures, elevators, elevator equipment, floor coverings, hot water heaters, water softeners and built-ins, including built-in stoves, ovens, refrigerators and freezers, and all equipment and property of every kind or nature now or hereafter attached to or used in connection with the premises herein described, all of which Mortgagor represents are and shall be and are intended to be a part of the premises and a part of the realty.

To have and to hold the above described premises to the Mortgagee forever, together with all and singular the tenements, hereditaments and appurtenances, privileges, water and water rights thereunto belonging or in anywise appertaining, and the reversion, reversions, remainder, remainders, rents, issues and profits thereof.

The Mortgagor will pay the indebtedness secured by this mortgage as evidenced by a promissory note of even date herewith in the principal amount of \$ 5,168.15, including interest as specified therein, together with attorneys' fees and costs in accordance

with its terms. Said note is payable in equal monthly instalments, beginning July 5, 1970 in the event said note and/or this mortgage is placed in the hands of an attorney for collection, or to foreclose this mortgage, Mortgagor covenants and agrees to pay to Mortgagee reasonable attorneys' fees, taxable costs of suit and costs of a title search, all of which shall constitute a lien on said premises secured by this mortgage.

When the Mortgagor shall have paid to the Mortgagee all amounts required to be paid by the promissory note referred to above and all other amounts owing to the Mortgagee, and shall have kept and performed all the terms and conditions of this instrument, then these presents shall be null and void, otherwise to remain in full force and effect.

The Mortgagor hereby covenants that it is well and truly seized of a good and perfect title to the premises above conveyed in fee simple and that it has good right and lawful authority to convey the same and that the title so conveyed is free, clear and unencumbered, and that it will warrant and forever defend the same to Mortgagee, its successors and assigns, against all claims whatsoever.

And said Mortgagor covenants and agrees as follows:

1. To keep the improvements now existing or hereafter erected on the mortgaged property insured, in favor of the Mortgagee, in a company approved by the Mortgagee, in an amount at least equal to the note described above, during the life of this mortgage, and in case said Mortgagor fails to secure said insurance, the Mortgagee may procure the same.

2. Mortgagor agrees to pay all taxes and assessments levied against said premises, before they become delinquent, and to keep these premises free and clear of all liens and encumbrances.

3. In the event Mortgagor fails to pay any sum of money required to be paid by Mortgagor as provided for taxes, assessments, insurance premiums or other charges, Mortgagee may pay the same, and any amount so paid by Mortgagee shall be immediately due and payable to Mortgagee, together with interest at the rate of eight per cent (8%) per annum until paid, and shall be secured by the lien of this mortgage.

4. In the event Mortgagor fails to pay any sum of money as provided by the note described when same shall become due, or fail to keep any of the covenants herein contained, then, notwithstanding any provisions of said note to the contrary, Mortgagee may at its option declare the balances of said mortgage due and payable and Mortgagee may foreclose this mortgage in the manner provided by law as if the whole of the principal sum had been made payable at the time when any such failure shall occur.

5. In the event the Mortgagor defaults in payment of any amount due secured by this mortgage, or if the Mortgagor makes any assignment for the benefit of creditors, or if any petition is filed to adjudicate Mortgagor bankrupt, or if any proceeding is commenced to impose, enforce or foreclose any lien on or against said mortgaged property, or to terminate or interfere with Mortgagor's right of possession, or to appoint a receiver therefor, or if Mortgagee deems its security to be inadequate or in danger of being impaired, then notwithstanding any provisions to the contrary in this mortgage or promissory note or other instruments Mortgagee has in its possession, Mortgagor, at its option, without notice to the Mortgagor, may declare all sums secured hereby immediately due and payable on all Mortgagee may, without notice or demand, take possession of all or any part of the mortgaged property, and may bring action on the indebtedness secured hereby and/or foreclose this mortgage in any manner provided or permitted by law. In addition to the foregoing, the Mortgagee shall have such other and further remedies as may be provided in this mortgage or as may be permitted in law or in equity, and the Mortgagee may exercise any one or more of such remedies Mortgagee may have as to said indebtedness or the security thereof.

In any action brought to foreclose this mortgage, a receiver shall, upon application of the Mortgagee and without notice to the Mortgagor, be appointed to take possession of the mortgaged property and to exercise all rights in the management, care and maintenance of said property, and to apply the proceeds of any sale thereof to the costs of such sale and the costs and expenses of such receivership, and to the amount secured by this mortgage and unpaid.

6. Time is of the essence of this agreement. No failure on the part of the Mortgagee to exercise any of its rights hereunder, arising upon any default or breach of covenant, shall be construed as a waiver or to prejudice its rights in the event of any other or subsequent default or breach. No delay on the part of the Mortgagee in exercising any of its rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant. The acceptance of late payments by Mortgagee shall not waive the "time is of the essence" provision.

7. This instrument shall cover and secure the indebtedness herein mentioned and any and all additional indebtedness, whether as future advancements or otherwise, together with any renewals or extensions or modifications of the indebtedness herein secured or any advancements, and any and all costs of collecting the same.

8. Mortgagor covenants and agrees that in the event of the sale by him of the property described in this mortgage, the Mortgagee shall have the option of declaring the entire unpaid balance of the note or notes secured by this mortgage due, payable and collectible in the manner hereinabove set forth.

9. The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural and to be binding equally upon the Mortgagors. The word "Mortgagee" shall be construed as including any rightful holder of the note secured hereby, and the word "Mortgagor" shall be construed as including the heirs, executors, administrators, successors, and assigns of the Mortgagor.

In witness whereof, the undersigned Mortgagor has executed these presents this 19 day of May, 1970
(Typist instruction: this date must conform to date of note)

Felix Colmenero

Stella Colmenero

STATE OF ARIZONA)
) ss
County of COCONINO)

Before me, Rose E. Kerby, a Notary Public in and for the County of Coconino

State of Arizona, on this day personally appeared Felix Colmenero and Stella Colmenero

INDIVIDUAL

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 19 day of May, A.D. 19 70

My commission expires: 7

My Commission Expires May 14, 1974

STATE OF ARIZONA)
) ss

Range 7 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows: BEGINNING at a point, which point is the Northeast corner of Lot 3, Block 3-W, Flagstaff, Coconino County, Arizona, which point is also on the Southeasterly right-of-way line of the Arizona Mineral Belt Railroad; run thence Southwesterly along said right-of-way line, also being the Westerly line of said Block 3-W, a distance of 190 feet to a point; run thence N. $42^{\circ}52'W.$, a distance of 90 feet, more or less, to a point, which point is on a line parallel with and 10 feet southeasterly from the center line of said Arizona Mineral Belt Railroad right of way, which is known as the Atchison, To oka, & Santa Fe Transfer Track; run thence Northeasterly along said line parallel with and 10 feet Southeasterly from said center line to a point, which point is on the extension of the Easterly side line of said Lot 3, Block 3-W, run thence Southeasterly along the extension of said Easterly side line to the place of beginning.

Notary Public

STATE OF ARIZONA)
) ss 4543
County of Coconino)

I, Edna Mae Thornton County Recorder in and for the County and State aforesaid, do hereby certify that the within instrument was filed for record at 10:00 o'clock A. M., on this 7th day of July

19 70, and duly recorded in Docket No. 361, pages 535-536

At the request of Valley National Bank of Arizona, Flagstaff

WITNESS my hand and official seal the day and year first above written.

Edna Mae Thornton
County Recorder

Virginia Pavender
Deputy

STATE OF ARIZONA
Loan No.

MORTGAGE
From

To
THE VALLEY NATIONAL BANK
OF ARIZONA

Dated , 19 M.
Filed and Recorded at request of The Valley
National Bank of Arizona
A. D., 19 . 31

Book
Pages

County Recorder

Deputy Recorder

105-135

No. 454

RECORDER AT REQUEST OF Mountain Bell Tel & Tel Co.

M. S. T. & T. CO. FORM 7321 (3-69)

July 7th A. D. 19 70 at 10:00 o'clock A. M.

R/W. 14476

In Docket 361 Pages 537

of Coconino County, Arizona.

By Virginia Taveira Edna M. Hunter County Recorder
RIGHT-OF-WAY EASEMENT Deputy

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One and no/100 dollars (\$ 1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit: An 8 foot wide strip of land having 4 feet on each side of the following described centerline situate in the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, to wlt.

Beginning at the East quarter corner of Section 17; thence Westerly along the mid-section line a distance of 624.3 feet to the TRUE POINT OF BEGINNING of the easement herein described; thence South a distance of 19 feet; thence West a distance of 3 feet; thence Westerly 50.5 feet along a curve to the right having a radius of 170 feet through a central angle of 17° 6' to a point of tangency; thence Westerly 50.5 feet along a curve to the left having a radius of 170 feet through a central angle of 17° 6' to a point of tangency, said point being on a line lying 4 feet South of and parallel with the afore-mentioned midsection line; thence Westerly along said parallel line a distance of 557.3 feet to a point; thence Southerly along a line 4 feet East of and parallel with the West line of the Northeast quarter of the Southeast quarter of Section 17 a distance of approximately 931 feet to a point on the Northerly right of way line of U. S. Highway 89A, said point being the point of ending.

situate in the County of Coconino, State of Arizona, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 30th day of June, A.D., 1970.

At _____
_____ Imperial Properties, Inc.
_____ G. M. Sollenberger, President

(Add below a form of acknowledgment appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way, see I.M. 173, Sec. 5 for proper form.)

State of Arizona }
County of Maricopa } ss.

On this the 30th day of June, 19 70, before me, Jewel B. Martin, the undersigned officer, personally appeared G. M. Sollenberger, who acknowledged himself to be the President of Imperial Properties, Inc., a corporation, and that he, as such President for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.
My Commission expires: June 28, 1972

Jewel B. Martin
Notary Public

No. 4544
 RECORDER AT REQUEST OF Mountain Bell Tel. & Tel. Co.
July 7th A. D. 1970 at 10:00 o'clock A. M.
 in Book 361 Page 537
 of Cochise County, Arizona.

By William J. ... County Recorder
RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One and 00/100 dollars (\$ 1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit: An 8 foot wide strip of land having 4 feet on each side of the following described centerline situate in the Northeast quarter of the Southeast quarter of Section 7, Township 12 North, Range 6 East of the Gila and Salt River Base and Meridian, to-wit:

Beginning at the East quarter corner of Section 7; thence westerly along the mid-section line a distance of 624.3 feet to the TRUE POINT OF BEGINNING of the easement herein described; thence South a distance of 19 feet; thence West a distance of 3 feet; thence West 30.5 feet along a curve to the right having a radius of 170 feet through a central angle of 17° 6' to a point of tangency; thence West 30.5 feet along a curve to the left having a radius of 170 feet through a central angle of 17° 6' to a point of tangency, said point being on a line lying 4 feet South of and parallel with the afore-mentioned midsection line; thence West 30.5 feet along said parallel line a distance of 557.3 feet to a point; thence Southerly along a line 4 feet East of and parallel with the West line of the Northeast quarter of the Southeast quarter of Section 7 a distance of approximately 931 feet to a pole on the Northerly right of way line of U. S. Highway 89A, said point being the point of ending.

* This instrument was re-recorded to carry the proper section number (7) through the description.

situate in the County of Cochise, State of Arizona
 TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 30th day of June, A.D. 1970

At Imperial Inc.
G. M. ... President

And there is a form of the Arizona Notary Public in which the right of way is located and for ... who is granting the easement.

On the 30th day of June, 1970, before me, Jewel B. Martin, the undersigned official, personally appeared G. M. ..., who acknowledged himself to be the President of Imperial Properties, Inc., a corporation, and that he, as such President, being authorized as to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

In witness whereof I hereunto set of my hand and official seal.

My Commission expires: June 28, 1973

Jewel B. Martin
 Notary Public

14176

ALTAZCA
Right of Way No.

RIGHT OF WAY

from

INTEGRAL INDUSTRIES, INC.

to

THE MOUNTAIN STATES TEL. & TEL. CO.

Phoenix, Arizona

Lots or Tract

Block or Section Sec. 7 (SE1/4)

Administrative
or Township I-17-R

Grant or Range B-6-E

4C

Job No. A-D-0852

Exchange
or Toll

Soils

150,000

Line & No. Underground Construction

NO. 2609

RECORDED AT REQUEST OF: Mountain Bell,
March 7, 1975 @ 9:30 a.m., Dkt. 536,
Pg. 653-654, Records of Coconino County,
Arizona.

By: *PAT HARRIS*, Recorder
Pat Harris, Deputy

500 654

STATE OF ARIZONA }
COUNTY OF Coconino } ss.

I hereby certify that the within instrument was filed and recorded
in DOCKET 709 Pg. 303- and indexed in DEEDS NOV 13 1978 -9 11
at the request of MINNESOTA TITLE AND TRUST AGENCY

Fee

For Tax Purposes:

Com

When recorded, mail to:

Witness my hand and official seal.

Minnesota Title & Trust Agency
P. O. Box P
Sedona, Arizona 86336

HELEN I. HUDGENS, County Recorder

By Alice Bauman Deputy Recorder

Phc

Escrow No. 2731

COCONINO COUNTY

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
COCONINO CATTLE COMPANY, an Arizona Corporation

do hereby convey to

GEORGE I. SANDFORD, JR., a single man

the following real property situated in Coconino County, Arizona:

See attached Exhibit "A"

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances
enants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever subject to the matters above set forth.

Dated this 8th day of November, 1978

Coconino Cattle Company

by: Duane D. Miller
DUANE D. MILLER - VICE PRES.

STATE OF ARIZONA }
County of Coconino } ss.

This instrument was acknowledged before me
this 8th day of November, 1978
Duane D. Miller, of the COCONINO
COMPANY, an Arizona Corporation

Pennie L. Doust

Pennie L. Doust Notis
My commission will expire
My Commission Expires Mar. 21, 1982
This instrument was acknowledged before me

STATE OF _____

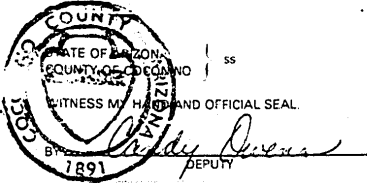
EXHIBIT "A"

The Northeast quarter of the Northwest quarter of the Southeast quarter and a portion of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Southeast corner of the said Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7; thence along the South line of the said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South 89°21'19" West a distance of 669.81 feet to the Northerly right-of-way line, right-of-way 200 feet wide, of State Highway 89A; thence along said right-of-way line, North 70°57'51" West (Highway bearing North 70°50'00" West) a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter; thence along the said West line North 0°49'37" West a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II; thence along the South line of the said Manzanita Hill Units II and I, North 89°16'33" East a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter; thence along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South 1°02'31" East a distance of 653.32 feet to the POINT OF BEGINNING.

EXCEPTING the Northerly 300 feet thereof.

RESERVING unto the Grantor herein, its successors, and assigns, an easement for road and utility purposes over, under and across the East 25 feet of the land conveyed by this Deed.



I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD IN COCONINO COUNTY, STATE OF ARIZONA.

FEE NO 14040 3.00
DOCKET 753 PAGE 750-752
DATE AUG 17 1979 -3 10
REQUEST OF Alberto Biasi
ret MINNESOTA TITLE AND TRUST AGENCY

HELEN I. HUGGENS
COCONINO COUNTY RECORDER

When recorded, mail to:
Joseph L. Ventress
1229 West First Street
Los Angeles, CA. 90026

Witness my hand and official seal.
County Recorder,
By Deputy Recorder

Compared
Photostated
Fee:

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,
ALBERTO BIASI, a single man

hereafter called the Grantor, whether one or more than one, hereby conveys to

JOSEPH L. VENTRESS, a married man dealing as his sole and separate property

the following real property situated in Coconino County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

SEE LEGAL DESCRIPTION ATTACHED AND
MADE A PART HEREOF

**EXEMPT UNDER
ARS 42-1614 B-5**

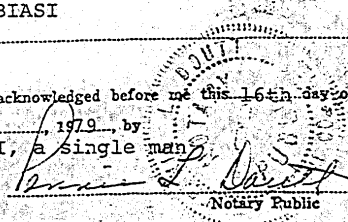
Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 16th day of August, 1979.

Alberto Biasi
ALBERTO BIASI

STATE OF ARIZONA }
County of Coconino } ss.

This instrument was acknowledged before me this 16th day of August, 1979, by ALBERTO BIASI, a single man



My commission will expire 3-21-79

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public

My commission will expire _____

Forms, Inc. 17 WEST MADISON STREET - PHOENIX, ARIZONA 85003 - (602) 253-6612
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SOUTHWEST SURVEYS
P.O. Box 691
Flagstaff, Arizona
86001

August 2, 1979

REVISED Description of Land:—

Northwest part of Parcel A — In NW 1/4
SE 1/4 Sec. 7, T17N, R6E, Coconino Co.

That part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North,
Range 6 East, G&SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point bearing South $89^{\circ} 16' 33''$ West a distance of 25.00 feet from a
point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7 that
bears South $1^{\circ} 02' 31''$ East a distance of 300.00 feet from the Northeast corner of the
Northwest 1/4 of the Southeast 1/4 of said Section 7:

Thence South $89^{\circ} 16' 33''$ West a distance of 303.18 feet;
Thence South $1^{\circ} 02' 31''$ East a distance of 152.86 feet;
Thence North $89^{\circ} 21' 19''$ East a distance of 172.03 feet;
Thence North $45^{\circ} 17' 16''$ East a distance of 148.17 feet;
Thence North $33^{\circ} 06' 53''$ East a distance of 51.68 feet;
Thence North $1^{\circ} 02' 31''$ West a distance of 15.75 feet to the place of beginning.

Containing 0.87 acres more or less.

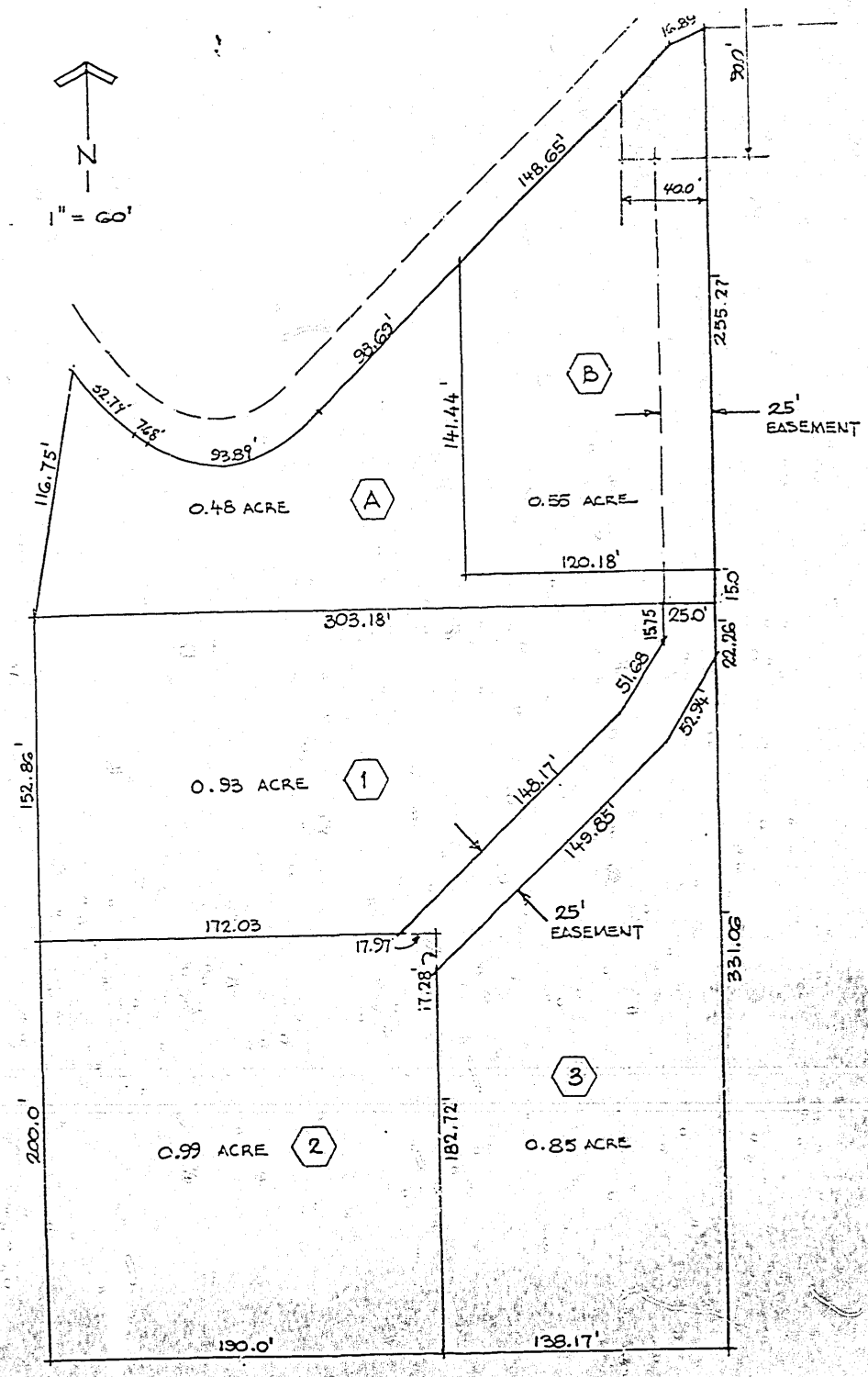
Together with an easement for ingress, egress, and the installation of utilities and
television cables, over, under, and upon the following described parcel of land:

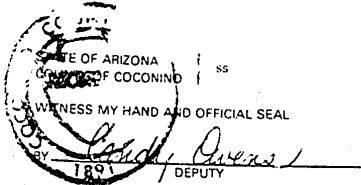
Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said
Section 7 bearing South $1^{\circ} 02' 31''$ East a distance of 300.00 feet from the Northeast
corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South $1^{\circ} 02' 31''$ East, along said East line, a distance of 22.26 feet;
Thence South $33^{\circ} 06' 53''$ West a distance of 52.94 feet;
Thence South $45^{\circ} 17' 16''$ West a distance of 149.85 feet;
Thence North $1^{\circ} 02' 31''$ West a distance of 17.28 feet;
Thence South $89^{\circ} 21' 19''$ West a distance of 17.97 feet;
Thence North $45^{\circ} 17' 16''$ East a distance of 148.17 feet;
Thence North $33^{\circ} 06' 53''$ East a distance of 51.68 feet;
Thence North $01^{\circ} 02' 31''$ West a distance of 15.75 feet;
Thence North $89^{\circ} 16' 33''$ East a distance of 25.00 feet to the place of beginning.

W.P. Hanson
W.P. Hanson
Registered Land Surveyor
Arizona # 2473

Compiled from information furnished.





I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD IN COCONINO COUNTY, STATE OF ARIZONA

FEE NO 14042 3.00
DOCKET 754 PAGE 04-06
DATE AUG 17 1979 -342
REQUEST OF Boni Construction

HELEN I. HIOGENS
COCONINO COUNTY RECORDER

WIT: MINNESOTA TITLE AND TRUST AGENCY

When recorded, mail to:
Spartaco & Adelaide Albert
c/o Joseph L. Ventress
1229 West First Street
Los Angeles, CA. 90026

Witness my hand and official seal.

Compared
Photostated
Fee:

Country Recorder,

By

Deputy Recorder

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,
BONI CONSTRUCTION COMPANY, INC., a California Corporation
hereafter called the Grantor, whether one or more than one, hereby conveys to
SPARTACO ALBERT and ADELAIDE ALBERT, husband and wife as Community
Property Estate
the following real property situated in Coconino County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

SEE LEGAL DESCRIPTION ATTACHED AND MADE
A PART HEREOF

EXEMPT UNDER
ARS 42-1614 B-8

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

Dated this 16th day of August, 1979...

~~BONI CONSTRUCTION COMPANY, INC.~~

BY: Joseph L. Ventress
JOSEPH L. VENTRESS, President

STATE OF ARIZONA }
County of COCONINO } ss.

This instrument was acknowledged before me this 16th day of August 19 79, by JOSEPH L. VENTRESS, President of BONI CONSTRUCTION CO., INC.

Joseph L. Ventress
Notary Public

My commission will expire 3-21-82

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public

My commission will expire

July 17, 1979

DESCRIPTION OF LAND-----Part of Parcel B---in NE1/4 NW1/4 SE1/4 Sec. 7
T17N, R6E, Coconino County.

That part of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North, Range 6 East, G2SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point on the East line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 7 bearing South 1° 02' 31" East a distance of 29.72 feet from the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1° 02' 31" East, along the East line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 7, a distance of 255.27 feet;

Thence South 89° 16' 33" West a distance of 120.18 feet;

Thence North 1° 02' 31" West a distance of 141.44 feet to a point on the Southerly Right-of-Way of an 18 foot wide roadway;

Thence North 44° 26' 33" East, along said Right-of-Way line, a distance of 148.65 feet to a point of curve;

Thence northeasterly, along the arc of a 39.39 foot radius curve, concave to the Southeast, a distance of 16.89 feet to the place of beginning.

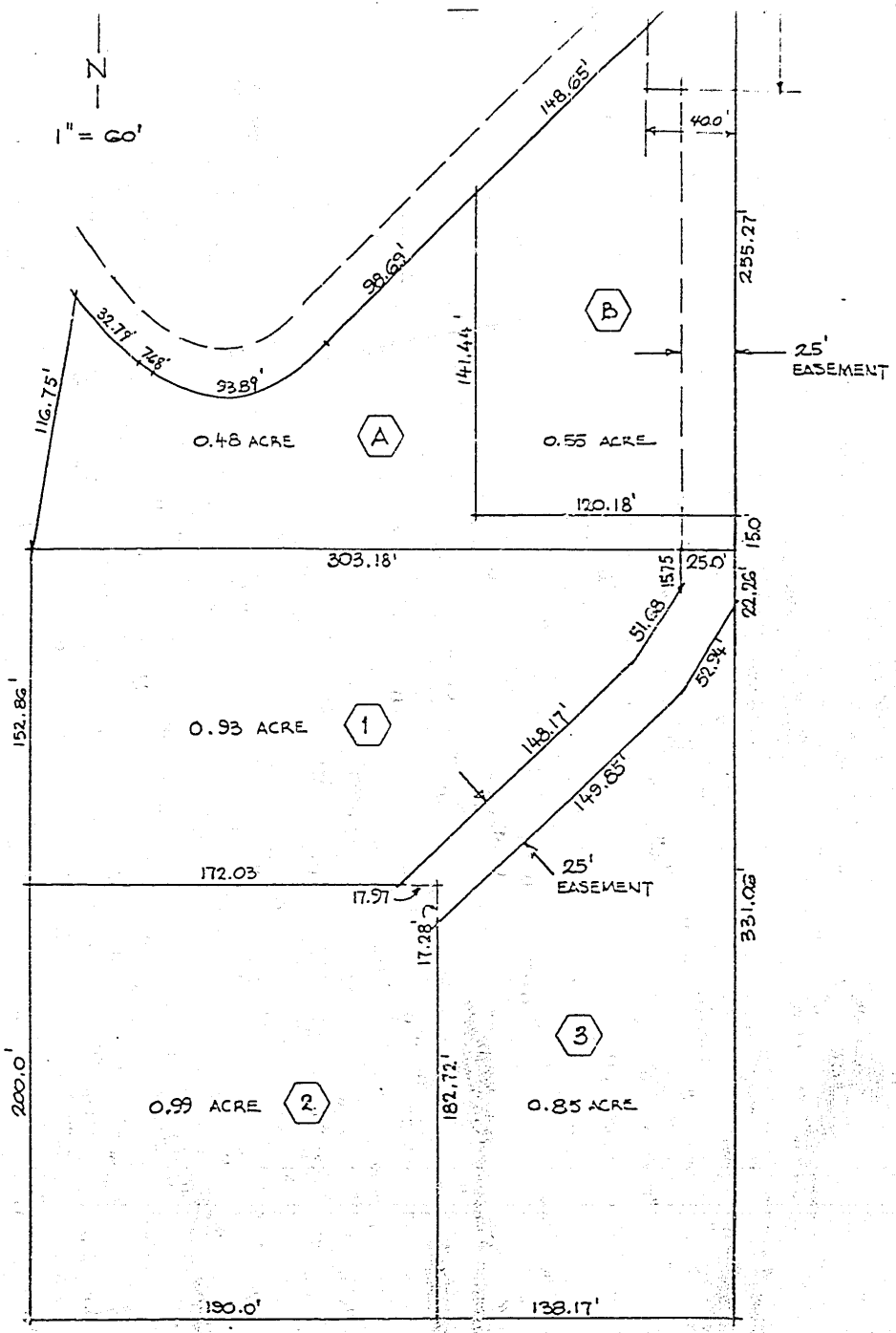
Containing 0.55 acres, more or less.

NOTE: This description compiled from information furnished by Fred Grovc, & is not the results of any surveys by Southwest Surveys.

W. P. Hanson
W. P. Hanson
Registered Land Surveyor
Arizona #2473

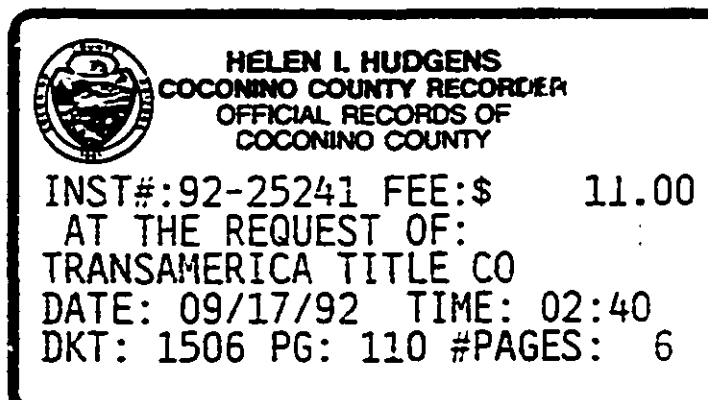
Subject to an easement for ingress, egress, and the installation of utilities and television cables, over, under, and upon, that part thereof lying within the East 25.00 feet of the Northwest 1/4 of the Southeast 1/4 of said Section 7, and an easement for ingress and egress over that part lying 40.00 feet West of and 90.00 feet south of the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7.

W. P. Hanson



Return to: Joseph Berry
P. O. Box 1602
Sedona, AZ 86336

51011826 / 65026298



ABANDONMENT OF PART OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: We, Joseph L. Ventress and Mirella M. Ventress, husband and wife, as their interests may appear, owners of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference, and Boni Construction Company, Inc., a California corporation, each of whom has certain easement rights of record as hereinafter described, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, which has been paid to us by Joseph Berry and Mona A. Berry, husband and wife, owners of the real property described in Exhibit "B" attached hereto and incorporated herein by this reference, state that we hereby abandon part of that certain 25' easement for ingress and egress and public utilities and part of that certain 40' easement for ingress and egress and public utilities, as hereinafter set forth, to-wit:

LEGAL DESCRIPTION

(Abandoned Strip)

A strip of ground originally dedicated within and as a portion of two easements, one of which is a 25 foot ingress-egress and public utilities easement and the second of which is a 40 foot ingress-egress and public utilities easement, which easements are referenced in those certain deeds recorded in Docket 709, Pages 298 and 299, and in Docket 754, Pages 4 through 6, (Coconino County Recorder's Office) both lying in the Southeast Quarter of Section 7, Township 17 North, Range 6 East, described as follows:

1506-110

65026298

3

Parcel One

The West 8 feet of a 25 foot ingress-egress and public utilities easement that lies west of and coincident with a line described as follows:

BEGINNING at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 7;

THENCE South 01 Degrees, 21 Minutes, 31 Seconds East (Basis of Bearings is a deed recorded in Docket 753, Pages 744 through 746, Coconino County Recorder's Office) a distance of 300.00 feet to the Northeast Corner of a parcel as described in a deed recorded in Docket 753, Pages 744 through 746, Coconino County Recorder's Office and the terminus of this line.

Parcel Two

The West 23 feet of a 40 foot ingress-egress and public utilities easement described in a deed recorded in Docket 754, Pages 4 through 6, Coconino County Recorder's Office.

EXCEPTING FROM PARCELS ONE AND TWO,

Any portion of the above described strip of ground that lies north of a parcel as described in a deed recorded in Docket 936, Pages 269-270, Coconino County Recorder's Office.

THIS Abandonment of Part of Easements shall be in perpetuity and shall benefit the present and future owners of the real property described in Exhibit "B" attached hereto and incorporated herein by this reference.

THIS Instrument shall inure to the benefit of the heirs, personal representatives and assigns of Joseph and Mona A. Berry, husband and wife, and be binding upon the heirs, personal representatives, successors and assigns of Joseph L. Ventress and Mirella M. Ventress, husband and wife, as

EXHIBIT "A" - Page 1

Parcel No. 1

That part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North, Range 6 East, G&SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7 bearing South 1°02'31" East a distance of 300.00 feet from the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1°02'31" East; along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7, a distance of 22.26 feet;

Thence South 33° 06' 53" West a distance of 52.94 feet;

Thence South 45° 17' 16" West a distance of 149.85 feet;

Thence South 1° 02' 31" East a distance of 182.72 feet;

Thence South 89° 21' 19" West a distance of 190.00 feet;

Thence North 1° 02' 31" West a distance of 200.00 feet;

Thence North 89° 21' 19" East a distance of 172.03 feet;

Thence North 45° 17' 16" East a distance of 148.17 feet;

Thence North 33° 06' 53" East a distance of 51.68 feet;

Thence North 01° 02' 31" West a distance of 15.75 feet;

Thence North 89° 16' 33" East a distance of 25.00 feet to the place of beginning.

Containing 43236 square feet, more or less, or 0.99 acres, more or less.

(continued on second page)

1508-113

EXHIBIT "A" - Page 2

Parcel No. 2

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point bearing South 89° 16' 33" West, a distance of 25.00 feet from a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 that bears South 1° 02' 31" East, a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

thence South 89° 16' 33" West, a distance of 303.18 feet;
thence South 1° 02' 31" East, a distance of 152.86 feet;
thence North 89° 21' 19" East, a distance of 172.03 feet;
thence North 45° 17' 16" East, a distance of 148.17 feet;
thence North 33° 06' 53" East, a distance of 51.68 feet;
thence North 1° 02' 31" West, a distance of 15.75 feet to the place of beginning.

Parcel No. 3

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 bearing South 1° 02' 31" East, a distance of 322.26 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

thence South 1° 02' 31" East along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 331.06 feet;
thence South 89° 21' 19" West, a distance of 138.17 feet;
thence North 1° 02' 31" West, a distance of 182.72 feet;
thence North 45° 17' 16" East, a distance of 149.85 feet;
thence North 33° 06' 53" East, a distance of 52.94 feet to the place of beginning.

1506-114

EXHIBIT "B"

That part of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 02' 31''$ East, 29.72 feet from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

thence South $01^{\circ} 02' 31''$ East, along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 255.27 feet;

thence South $89^{\circ} 16' 33''$ West, 120.18 feet;
thence North $01^{\circ} 02' 31''$ West, 141.44 feet to a point on the Southerly right-of-way line of an 18 foot wide Roadway;

thence North $44^{\circ} 26' 33''$ East, along said right-of-way line, 148.65 feet to a point of curve;

thence Northeasterly along the arc of a 39.48 foot radius curve, concave to the Southeast, 16.89 feet to the POINT OF BEGINNING.

1506-115

REQUEST OF: ~~TRANSAMERICA~~ TITLE CO

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD IN COCONINO COUNTY, STATE OF ARIZONA.

FEE NO 9894 10.00
DOCKET 1279 PAGE 331
DATE MAY 24 1989 -1 15



HELEN I. HUDGENS
COCONINO COUNTY RECORDER

R.

WHEN RECORD MAIL TO:
Mr. & Mrs. John J. Smith
3821 E. Cherokee St.
Phoenix, Arizona 85044

1000

Agreement
Forest Road Extension Maintenance Association

We the undersigned property owners, realize that the road easement known as Forest Road, represented below, is a private road, and as such, must be privately maintained. We agree that the maintenance upkeep and support of this road is in the best interest of our property values, our ability to sell or refinance our property, and our general standard of living in this neighborhood. Therefore, we hereby agree, May 16, 1989, to maintain Forest Road in the same manner as we have historically; including grading, plowing, cindering, dragging or other such maintenance as we deem necessary to preserve the current condition and operation of the road.

Joseph Berry
Joseph Berry

Mona A. Berry 3/16/89
Mona A. Berry 401-38-003F 711 Forest Rd.

Catherine Sandford
Catherine Sandford

401-38-003K 760 Forest Rd.

John F. Drake
John F. Drake


Marguerite Drake
Marguerite Drake 401-38-003Q 790 Forest Rd.

George N. Sherman
George N. Sherman

401-38-003E 731 Forest Rd.

1279-331

66(241-3)


HELEN I. HUDGENS
 COCONINO COUNTY RECORDER
 OFFICIAL RECORDS OF
 COCONINO COUNTY
 INST#: 91-27876 FEE: \$ 10.00
 AT THE REQUEST OF:
 MINNESOTA TITLE AGENCY
 DATE: 12/26/91 TIME: 03:40
 DKT: 1443 PG: 327 #PAGES: 1

When rec'd return to
 Capital Title Agency
 P.O. Box 1006
 Phoenix, Ariz. 85006

REQUEST OF **MINNESOTA TITLE CO**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
 WAS FILED FOR RECORD IN COCONINO COUNTY
 STATE OF ARIZONA.



HELEN I. HUDGENS
 COCONINO COUNTY RECORDER

FILE NO. 9894 FEE 10.00
 BOOKET 1279 PAGE 321
 FILED MAY 24 1989 -1 LB

R. 50684

WHEN RECORD MAIL TO:
 Mr. & Mrs. John J. Smith
 3831 E. Cherokee St.
 Phoenix, Arizona 85044

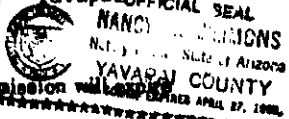
100

Agreement
Forest Road Extension Maintenance Association

We the undersigned property owners, realize that the road easement known as
 Forest Road, represented below, is a private road, and as such, must be
 privately maintained. We agree that the maintenance upkeep and support
 of this road is in the best interest of our property values, our ability
 to sell or refinance our property, and our general standard of living in
 this neighborhood. Therefore, we hereby agree, May 16, 1989, to maintain
 Forest Road in the same manner as we have historically, including grading,
 plowing, chiseling, dragging or other such maintenance as we deem necessary
 to preserve the current condition and operation of the road.

STATE OF ARIZONA

County of Yavapai



This instrument was acknowledged before me this 23rd day
 of December, 19 91, by George N. Sherman

Nancy Summons
 Notary Public

Joseph Berry
 Joseph Berry 401-38-0037 711 Forest Rd.

Theresa A. Berry
 Theresa A. Berry 401-38-0038 750 Forest Rd.

Catherine Sanford
 Catherine Sanford 401-38-0039 790 Forest Rd.

John F. Drake
 Margaretta Drake 401-38-0038 731 Forest Rd.

George N. Sherman
 George N. Sherman

1279-331 1443-327
 65024135

Acknowledgment
 for individuals

at the request of Pioneer Title Agency, Inc.

When recorded mail to
741 Forest Road, LLC
P.O. Box 3068
Sedona, AZ 86340

72300359-PCV

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 401-38-012
Exempt ARS 11-1134 B7

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,

David H. Bowers, Trustee of The David H. Bowers Revocable Trust dated March 7, 1997, as to an undivided 20% interest and Jeffrey J. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest and Steven R. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest and Scot D. Bowers, a Single Man, as to an undivided 20% interest and Joel W. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest

do/does hereby convey to

741 Forest Road, LLC, an Arizona Limited Liability Company, an Arizona Limited Liability

the following real property situated in Coconino County, Arizona:

See Exhibit A attached hereto and made a part hereof.

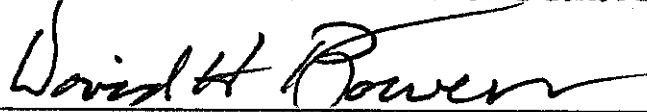
Pursuant to ARS 33-404, the names and address of the beneficiaries of the herein named trust are:
David H. Bowers, P.O. Box 3068 Sedona, AZ 86340

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: September 6, 2016

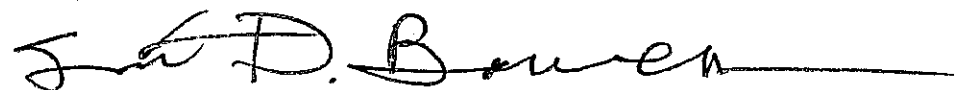
The David H. Bowers Revocable Trust



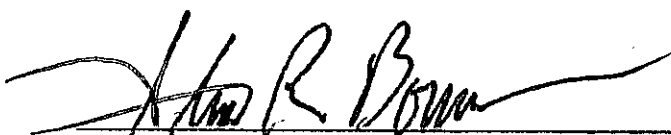
David H. Bowers, Trustee

SIGNED IN COUNTERPART

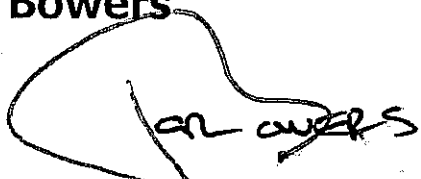
Jeffrey J. Bowers



Scot D. Bowers



Steven R. Bowers



Joel W. Bowers

at the request of Pioneer Title Agency, Inc.

When recorded mail to
741 Forest Road, LLC
30 Drum Beat Circle
Sedona, AZ 86336

72300359-PCV

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel No.: 401-38-012
Exempt ARS 11-1134 B7

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,

David H. Bowers, Trustee of The David H. Bowers Revocable Trust dated March 7, 1997, as to an undivided 20% interest and Jeffrey J. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest and Steven R. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest and Scott D. Bowers, a Single Man, as to an undivided 20% interest and Joel W. Bowers, a Married Man as his Sole and Separate Property, as to an undivided 20% interest

do/does hereby convey to

741 Forest Road, LLC, an Arizona Limited Liability Company, an Arizona Limited Liability

the following real property situated in Coconino County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Pursuant to ARS 33-404, the names and address of the beneficiaries of the herein named trust are:
David H. Bowers, P.O. Box 3068 Sedona, AZ 86340

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

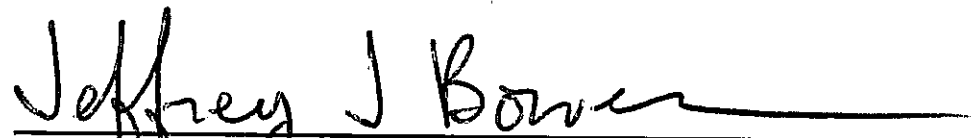
The Grantor warrants the title against all persons whomsoever.

DATED: September 6, 2016

The David H. Bowers Revocable Trust

SIGNED IN COUNTERPART

David H. Bowers, Trustee



Jeffrey J. Bowers

SIGNED IN COUNTERPART

Steven R. Bowers

SIGNED IN COUNTERPART

Scott D. Bowers

SIGNED IN COUNTERPART

Joel W. Bowers

State of Arizona }
 } ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by David H. Bowers, Trustee of The David H. Bowers Revocable Trust dated March 7, 1997

SIGNED IN COUNTERPART

NOTARY PUBLIC

My commission expires:

State of Arizona }
 } ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this _____ day of September, 2015, by Scott D. Bowers.

SIGNED IN COUNTERPART

NOTARY PUBLIC

My commission expires:

State of Arizona }
 } ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by Joel W. Bowers.

SIGNED IN COUNTERPART

NOTARY PUBLIC

My commission expires:

State of CA }
 } ss.
County of Alameda }

The foregoing instrument was acknowledged before me this 12th day of September, 2016, 2016, by Jeffrey J. Bowers.



MARIA J. DIAZ
COMM. #2058821
Notary Public - California
Alameda County

NOTARY PUBLIC

My commission expires: 02-22-2018

State of }
 } ss.
County of }

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by Steven R. Bowers.

SIGNED IN COUNTERPART

NOTARY PUBLIC

My commission expires:

Exhibit A

PARCEL NO. 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01° 02' 31" East, a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE South 01° 02' 31" East, along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 353.32 feet;

THENCE South 89° 21' 19" West, a distance of 328.17 feet;

THENCE North 01° 02' 31" West, a distance of 352.86 feet;

THENCE North 89° 16' 33" East, a distance of 328.18 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

An easement for roadway and utilities, as created by instrument recorded in Docket 709, Page 295, records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The North 20 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT the East 500 feet thereof.

PARCEL NO. 3:

An easement for ingress and egress and public utilities, as created by instrument recorded in Docket 1506, Page 116, records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

A strip of ground lying 8 feet East of and coincident with the following line:

BEGINNING at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 7;

THENCE South 01° 02' 31" East (Basis of Bearings is a deed recorded in Docket 753, Pages 744-746, records of Coconino County, Arizona), a distance of 300.00 feet to the Northeast corner of a parcel as described in deed recorded in Docket 753, Pages 744-746, records of Coconino County, Arizona and the TERMINUS of this line.

PARCEL NO. 4:

An easement for road and utility purposes, as reserved in instrument recorded in Docket 709, Page 308, records of Coconino County, Arizona, over that part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The East 25 feet of the North 300 feet of the following described property:

BEGINNING at the Southeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE along the South line of said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South $89^{\circ} 21' 19''$ West, a distance of 669.81 feet to the Northerly right-of-way line, 200 feet wide, of State Highway 89A;

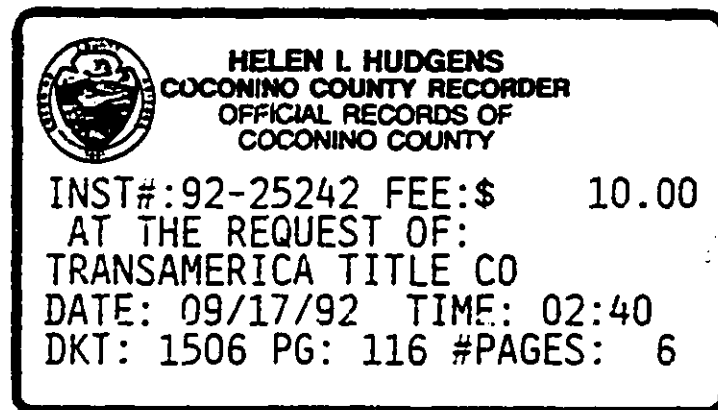
THENCE along said right-of-way line, North $70^{\circ} 57' 51''$ West (Highway bearing North $70^{\circ} 50' 00''$ West), a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter;

THENCE along said West line, North $0^{\circ} 49' 37''$ West, a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II;

THENCE along the South line of said Manzanita Hills Units I and II, North $89^{\circ} 16' 33''$ East, a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter;

THENCE along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South $01^{\circ} 02' 31''$ East, a distance of 653.32 feet to the POINT OF BEGINNING;

EXCEPT that part of said easement which was abandoned by instrument recorded in Docket 1506, Page 110, records of Coconino County, Arizona.



GRANT OF EASEMENT

WITNESSETH, that for and in consideration of the sum of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS, receipt of which is hereby acknowledged, IMPERIAL PROPERTIES, an Arizona general partnership, Grantor, has this day granted and conveyed unto JOSEPH BERRY and MONA A. BERRY, husband and wife, owners of the real property situated in Coconino County, Arizona, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, and to JOSEPH L. VENTRESS, a married man dealing with his sole and separate property, owner of the real property situated in Coconino County, Arizona, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, Grantees, a non-exclusive, permanent easement for purposes of ingress and egress and public utilities upon, over, under and across the following described real property situated in Coconino County, Arizona:

A strip of ground for ingress-egress and public utilities in the Southeast Quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona lying 8 feet east of and coincident with the following line;

BEGINNING at the Northwest Corner of the Northeast Quarter of the Southeast Quarter of Section 7;

THENCE South 0 Degrees, 02 Minutes, 31 Seconds East (Basis of Bearings is a deed recorded in Docket 753, Pages 744 through 746, Coconino County Recorder's Office) a distance of 300.00 feet to the Northeast Corner of a parcel as described in a deed recorded in Docket 753, Pages 744 through 746, Coconino County Recorder's Office and the terminus of this line.

1506-116

65026298/51011324

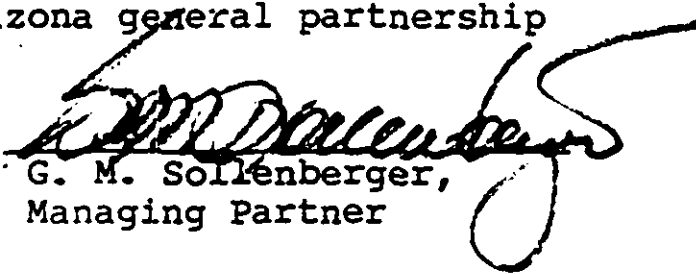
Said easement is granted in perpetuity for the non-exclusive use and benefit of the present and future owners of those real properties situated in Coconino County, Arizona, more particularly described in Exhibits "A" and "B" attached hereto and hereby made a part hereof. The owners of said properties shall be entitled to improve the roadway which exists on all or a part of said easement. This easement is specifically subject to an existing Right-of-Way Easement in favor of the Mountain States Telephone and Telegraph Company (now US WEST Communications, Inc.) recorded on July 7, 1970, in Docket 361, Page 537, Official Records of Coconino County, Arizona, and nothing granted hereby shall in any way adversely effect or impede said existing easement.

To have and to hold the said easement unto the said Grantees, their heirs, personal representatives and assigns forever.

And the said Grantor hereby covenants with the Grantees that it is lawfully seized and possessed of the real property above-described, that it has a good and lawful right to convey the said easement, and that said easement is free from all encumbrances except as hereinabove set forth, and that the Grantor, its successors and assigns will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument by and through its Managing Partner this 21st day of July, 1992.

IMPERIAL PROPERTIES, an
Arizona general partnership

By: 
G. M. Sollenberger,
Managing Partner

APPROVED:

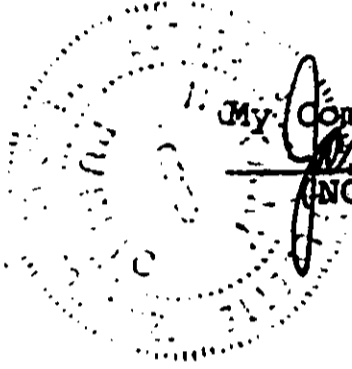
U S WEST Communications, Inc.

By: 
Al E. Meins
Manager-RW
Network & Technology Services

STATE OF ARIZONA)
County of Maricopa) ss.

21st The foregoing instrument was acknowledged before me this day of July, 1992, by G. M. Sollenberger, Managing Partner of Imperial Properties, an Arizona general partnership, for and on behalf of the partnership.

Edward J. Lovell
Notary Public



My Commission Expires: January 25, 1995
(NOTARY SEAL)

EXHIBIT "A"

That part of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 02' 31''$ East, 29.72 feet from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

thence South $01^{\circ} 02' 31''$ East, along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 255.27 feet;

thence South $89^{\circ} 16' 33''$ West, 120.18 feet;

thence North $01^{\circ} 02' 31''$ West, 141.44 feet to a point on the Southerly right-of-way line of an 18 foot wide Roadway;

thence North $44^{\circ} 26' 33''$ East, along said right-of-way line, 148.65 feet to a point of curve;

thence Northeasterly along the arc of a 39.48 foot radius curve, concave to the Southeast, 16.89 feet to the POINT OF BEGINNING.

EXHIBIT "B" - Page 1

Parcel No. 1

That part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North, Range 6 East, G&SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7 bearing South 1°02'31" East a distance of 300.00 feet from the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1°02'31" East; along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7, a distance of 22.26 feet;

Thence South 33° 06' 53" West a distance of 52.94 feet;

Thence South 45° 17' 16" West a distance of 149.85 feet;

Thence South 1° 02' 31" East a distance of 182.72 feet;

Thence South 89° 21' 19" West a distance of 190.00 feet;

Thence North 1° 02' 31" West a distance of 200.00 feet;

Thence North 89° 21' 19" East a distance of 172.03 feet;

Thence North 45° 17' 16" East a distance of 148.17 feet;

Thence North 33° 06' 53" East a distance of 51.68 feet;

Thence North 01° 02' 31" West a distance of 15.75 feet;

Thence North 89° 16' 33" East a distance of 25.00 feet to the place of beginning.

Containing 43236 square feet, more or less, or 0.99 acres, more or less.

(continued on second page)

1506-120

EXHIBIT "B" - Page 2

Parcel No. 2

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point bearing South 89° 16' 33" West, a distance of 25.00 feet from a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 that bears South 1° 02' 31" East, a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

thence South 89° 16' 33" West, a distance of 303.18 feet;
thence South 1° 02' 31" East, a distance of 152.86 feet;
thence North 89° 21' 19" East, a distance of 172.03 feet;
thence North 45° 17' 16" East, a distance of 148.17 feet;
thence North 33° 06' 53" East, a distance of 51.68 feet;
thence North 1° 02' 31" West, a distance of 15.75 feet to the place of beginning.

Parcel No. 3

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 bearing South 1° 02' 31" East, a distance of 322.26 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;
thence South 1° 02' 31" East along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 331.06 feet;
thence South 89° 21' 19" West, a distance of 138.17 feet;
thence North 1° 02' 31" West, a distance of 182.72 feet;
thence North 45° 17' 16" East, a distance of 149.85 feet;
thence North 33° 06' 53" East, a distance of 52.94 feet to the place of beginning.

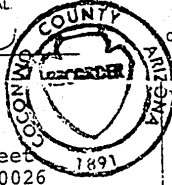
STATE OF ARIZONA
COUNTY OF COCONINO

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA.

FEE NO. 14037 3.00
DOCKET 753 PAGE 742-743
DATE AUG 17 1979 - 3:11
REQUEST OF Alberto Biasi

WITNESS MY HAND AND OFFICIAL SEAL

BY Caroly Owens
DEPUTY



HELEN I. HUDGENS
COCONINO COUNTY RECORDER

Witness my hand and official seal.
By _____
Deputy Recorder

Compared
Photostated
Fee:

When recorded, mail to:
Joseph L. Ventress
1229 West First Street
Los Angeles, CA. 90026

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

JOSEPH L. VENTRESS, a married man dealing as his sole and separate
property
hereafter called the Grantor, whether one or more than one, hereby conveys to
ALBERTO BIASI, a single man

the following real property situated in COCONINO County, Arizona, together with all rights and privileges appurtenant
thereto, to wit:

SEE LEGAL DESCRIPTION ATTACHED AND
MADE A PART HEREOF

EXEMPT UNDER
ARS 42-1614 B-5

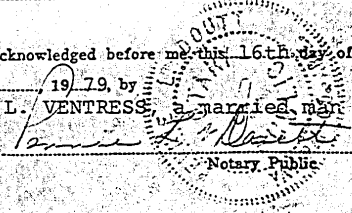
Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the
title against all persons whomsoever.

Dated this 16th day of August, 1979.

Joseph L. Ventress
JOSEPH L. VENTRESS

STATE OF ARIZONA } ss.
County of COCONINO

This instrument was acknowledged before me this 16th day of
August, 1979, by
JOSEPH L. VENTRESS, a married man



My commission will expire 3-21-82

STATE OF _____ } ss.
County of _____

This instrument was acknowledged before me this _____ day of _____,
19____, by _____

My commission will expire _____

Notary Public

Forms, Inc. 17 WEST MADISON STREET - PHOENIX, ARIZONA 85003 - (602) 253-6612
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DOCKET 753 PAGE 742

EXHIBIT "A"

A portion of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows: ..

Beginning at the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7, Thence South $01^{\circ}02'31''$ East, a distance of 300.00, feet to a half inch rebar and the TRUE POINT OF BEGINNING; Thence continuing South $01^{\circ}02'31''$ East, a distance of 353.32 feet to a 1 inch pipe; Thence South $89^{\circ}21'19''$ West a distance of 328.17 feet to a half inch rebar; North $01^{\circ}02'31''$ West, a distance of 352.86 feet to a half inch rebar; Thence North $89^{\circ}16'33''$ East a distance of 328.18 feet to the TRUE POINT OF BEGINNING.

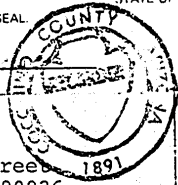
STATE OF ARIZONA
COUNTY OF COCONINO

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA

FEE NO. 14938 ³⁰²
DOCKET 753 PAGE 744-746
DATE AUG 17 1979 - 3 20

WITNESS MY HAND AND OFFICIAL SEAL

BY Candy Duv...
DEPUTY



HELEN I. HUDGENS
COCONINO COUNTY RECORDER

REQUEST OF: Alberto Biasi
ret: MINNESOTA TITLE AND TRUST AGENCY

Witness my hand and official seal.
County Recorder,
By Deputy Recorder

Compared
Photostated
Fee:

When recorded, mail to:
Joseph L. Ventress
1229 West First Street
Los Angeles, CA. 90026

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,
ALBERTO BIASI, a single man

hereafter called the Grantor, whether one or more than one, hereby conveys to
JOSEPH L. VENTRESS, a married man dealing as his sole and separate
property

the following real property situated in Coconino County, Arizona, together with all rights and privileges appurtenant
thereto, to wit:

SEE LEGAL DESCRIPTION ATTACHED AND
MADE A PART HEREOF

EXEMPT UNDER
ARS 42-1614 B-5

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the
title against all persons whomsoever.

Dated this 16th day of August, 1979.

Alberto Biasi
ALBERTO BIASI

STATE OF ARIZONA } ss.
County of COCONINO

This instrument was acknowledged before me this 16th day of
August, 1979, by
ALBERTO BIASI, a single man.

Joseph L. Ventress
Notary Public

My commission will expire 3-21-79

STATE OF _____ } ss.
County of _____

This instrument was acknowledged before me this _____ day of
_____, 19____, by

Notary Public

My commission will expire

Form J-17 WEST MADISON STREET - PHOENIX, ARIZONA 85003 - (602) 253-6612
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DOCKET 753 PAGE 744

SOUTHWEST SURVEYS
P.O. Box 691
Flagstaff, Arizona
86001

August 2, 1979

REVISED Description of Lands

Southwest part of Parcel A—In NW 1/4
SE 1/4 Sec. 7, T17N, R6E, Coconino Co.

That part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North, Range 6 East, G&SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7 bearing South 1° 02' 31" East a distance of 300.00 feet from the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1° 02' 31" East, along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7, a distance of 22.26 feet;

Thence South 33° 06' 53" West a distance of 52.94 feet;

Thence South 45° 17' 16" West a distance of 149.85 feet;

Thence South 1° 02' 31" East a distance of 182.72 feet;

Thence South 89° 21' 19" West a distance of 190.00 feet;

Thence North 1° 02' 31" West a distance of 200.00 feet;

Thence North 89° 21' 19" East a distance of 172.03 feet;

Thence North 45° 17' 16" East a distance of 148.17 feet;

Thence North 33° 06' 53" East a distance of 51.68 feet;

Thence North 01° 02' 31" West a distance of 15.75 feet;

Thence North 89° 16' 33" East a distance of 25.00 feet to the place of beginning.

Containing 43236 square feet, more or less, or 0.99 acres, more or less.

Reserving unto the grantor, his heirs, Successors, and

Assigns, an easement for ingress, egress, and the installation and maintenance of utilities and television cables, over, under, and upon the following described part thereof:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 7 bearing South 1° 02' 31" East a distance of 300.00 feet from the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1° 02' 31" East along said East line, a distance of 22.26 feet;

Thence South 33° 06' 53" West a distance of 52.94 feet;

Thence South 45° 17' 16" West a distance of 149.85 feet;

Thence North 1° 02' 31" West a distance of 17.28 feet;

Thence South 89° 21' 19" West a distance of 17.97 feet;

Thence North 45° 17' 16" East a distance of 148.17 feet;

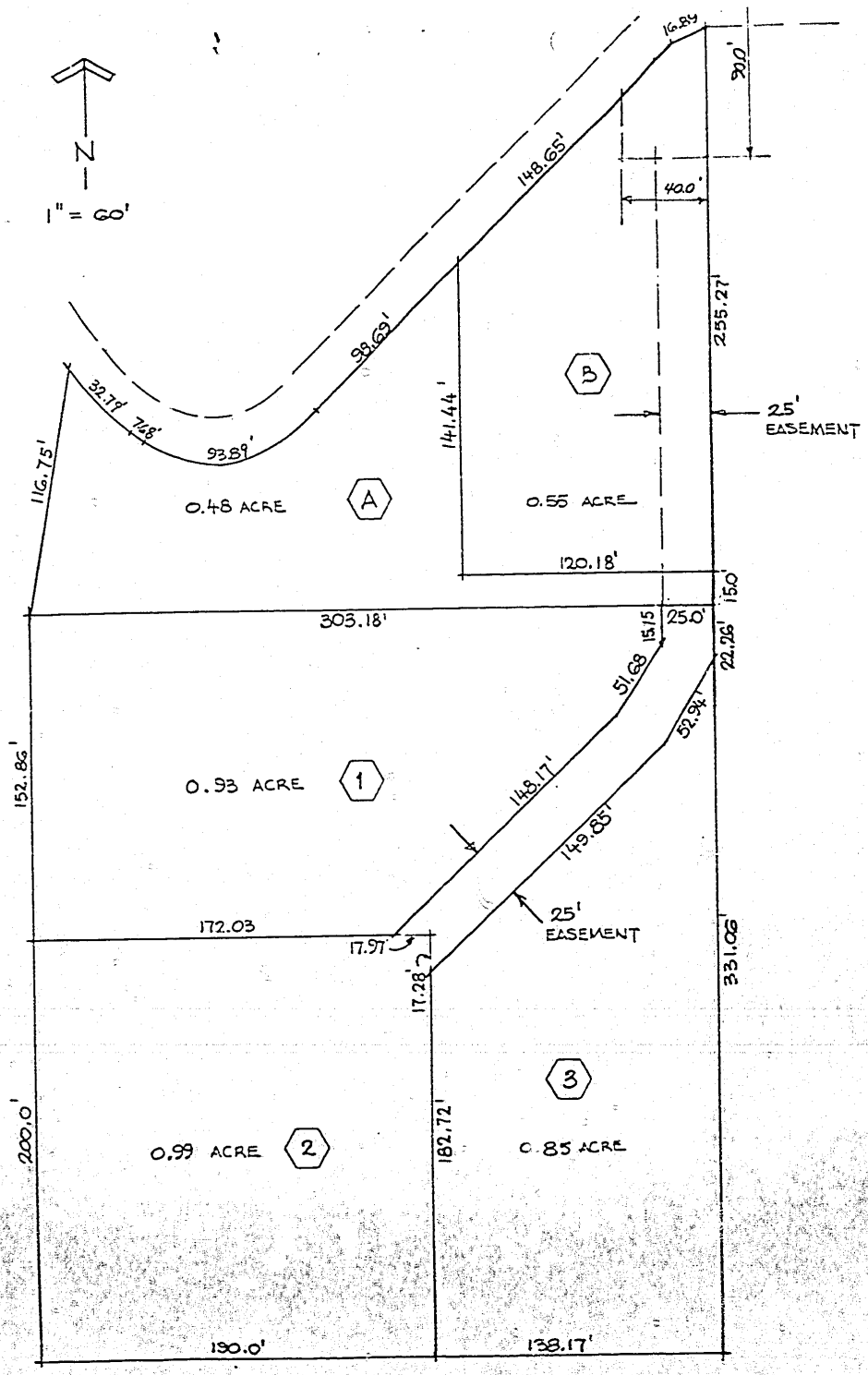
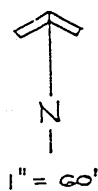
Thence North 33° 06' 53" East a distance of 51.68 feet;

Thence North 01° 02' 31" West a distance of 15.75 feet;

Thence North 89° 16' 33" East a distance of 25.00 feet to the place of beginning.

W.P. Hanson
W.P. Hanson
Registered Land Surveyor
Arizona #2473

Compiled from information furnished.



STATE OF ARIZONA
COUNTY OF COCONINO

WITNESS MY HAND AND OFFICIAL SEAL

BY Conroy Ventress
DEPUTY

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT
WAS FILED FOR RECORD IN COCONINO COUNTY,
STATE OF ARIZONA

HELEN I. HUDGENS
COCONINO COUNTY RECORDER

FEE NO. 14039 3.00

DOCKET 753 PAGE 747-749

DATE AUG 17 1979 - 3 40

REQUEST OF Alberto Biasi
MINNESOTA TITLE AND TRUST AGENCY

When recorded, mail to:
Joseph L. Ventress
1229 West First Street
Los Angeles, CA. 90026

Witness my hand and official seal.

County Recorder,

By

Deputy Recorder

Compared
Photostated
Fee:

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,
ALBERTO BIASI, a single man
hereafter called the Grantor, whether one or more than one, hereby conveys to
JOSEPH L. VENTRESS, a married man dealing as his sole and separate
property
the following real property situated in COCONINO County, Arizona, together with all rights and privileges appurtenant
thereto, to wit:

SEE LEGAL DESCRIPTION ATTACHED AND
MADE A PART HEREOF

**EXEMPT UNDER
ARS 42-1614 B-5**

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,
liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the
title against all persons whomsoever.

Dated this 16th day of August, 1979.

Alberto Biasi
ALBERTO BIASI

STATE OF ARIZONA } ss.
County of COCONINO

This instrument was acknowledged before me this 16th day of
AUGUST, 1979, by
ALBERTO BIASI, a single man.

Kevin P. Smith
Notary Public

My commission will expire 3-21-82

STATE OF _____ } ss.
County of _____

This instrument was acknowledged before me this _____ day of _____,
19____, by _____

My commission will expire _____

Notary Public

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DOCKET 753 PAGE 747

SOUTHWEST SURVEYS
P.O. Box 691
Flagstaff, Arizona
86001

August 2, 1979

REVISED Description of Land:

Southeast part of Parcel A — In NW 1/4
SE 1/4 Sec. 7, T17N, R6E, Coconino Co.

That part of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 17 North,
Range 6 East, G&SRB&M, Coconino County, Arizona, described as follows:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said
Section 7 bearing South 1° 02' 31" East a distance of 322.26 feet from the Northeast
corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7:

Thence South 1° 02' 31" East along the East line of the Northwest 1/4 of the Southeast
1/4 of said Section 7 a distance of 331.06 feet;

Thence South 89° 21' 19" West a distance of 138.17 feet;

Thence North 1° 02' 31" West a distance of 182.72 feet;

Thence North 45° 17' 16" East a distance of 149.85 feet;

Thence North 33° 06' 53" East a distance of 52.94 feet to the place of beginning.

Containing 0.80 acres, more or less.

TOGETHER WITH an easement for ingress, egress and the installation of utilities and
television cables, over, under, and upon, the following described parcel of land:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of said
Section 7 bearing South 1° 02' 31" East a distance of 300.00 feet from the Northeast
corner of the Northwest 1/4 of the Southeast 1/4 of said Section 7;

Thence South 1° 02' 31" East, along said East line, a distance of 22.26 feet;

Thence South 33° 06' 53" West a distance of 52.94 feet;

Thence South 45° 17' 16" West a distance of 149.85 feet;

Thence North 1° 02' 31" West a distance of 17.28 feet,

Thence South 89° 21' 19" West a distance of 19.97 feet;

Thence North 45° 17' 16" East a distance of 148.17 feet;

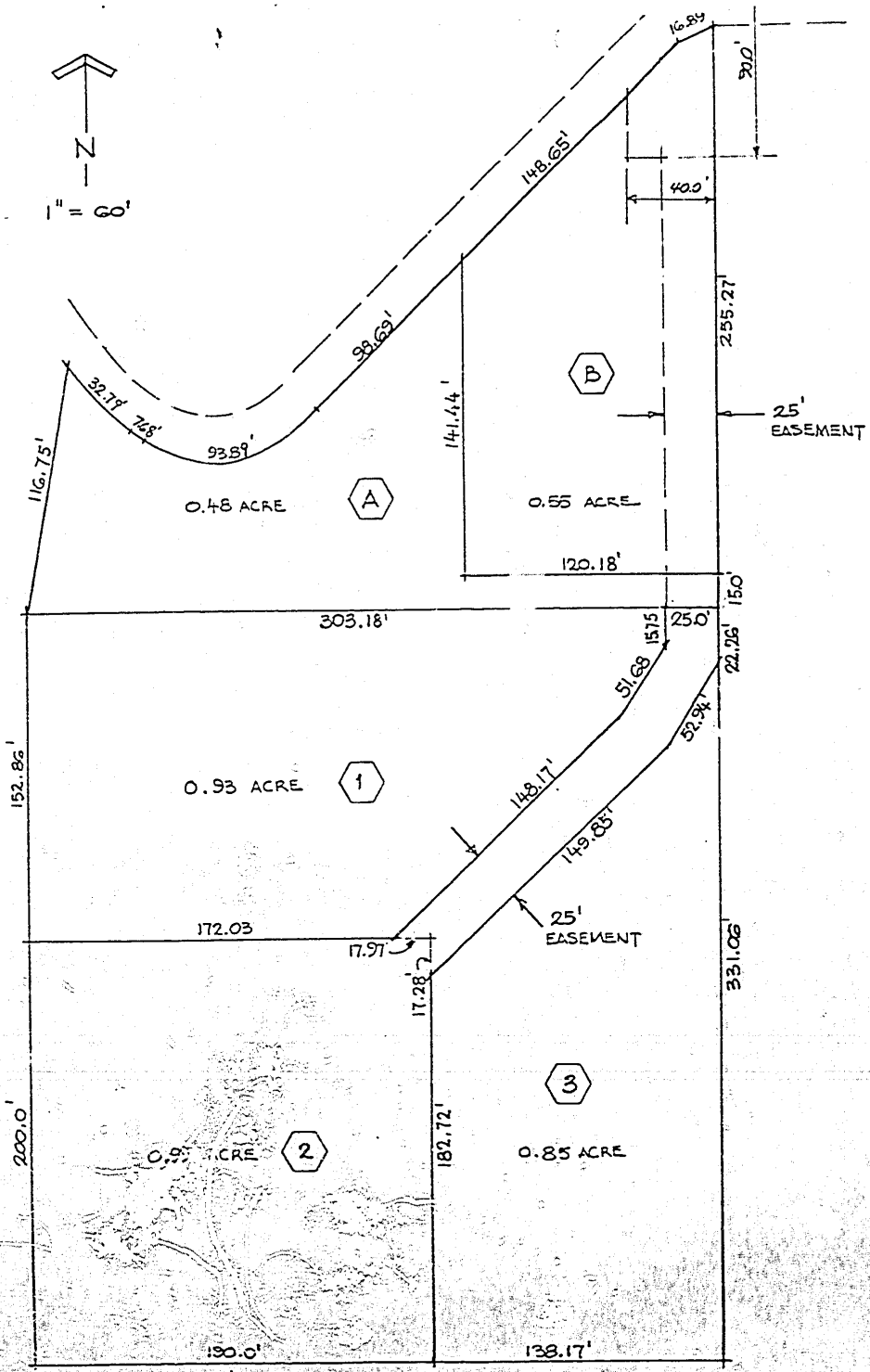
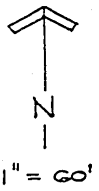
Thence North 33° 06' 53" East a distance of 51.68 feet;

Thence North 01° 02' 31" West a distance of 15.75 feet;

Thence North 89° 16' 33" East a distance of 25.00 feet to the place of beginning.

W.P. Hanson
W.P. Hanson
Registered Land Surveyor
Arizona #2473

Compiled from information furnished.



STATE OF ARIZONA }
COUNTY OF Coconino } ss.

I hereby certify that the within instrument was filed and recorded
in DOCKET 709 and indexed in DEEDS
Page 308-309
at the request of MINNESOTA TITLE AND TRUST AGENCY

Fee No.

17862

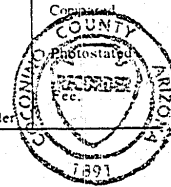
When recorded, mail to:

Minnesota Title & Trust Agency
P. O. Box P
Sedona, Arizona 86336

Witness my hand and official seal.

HELEN I. HUGGINS, County Recorder

By Alice Beuman Deputy Recorder



Escrow 2730

Warranty Deed EASEMENT

For the consideration of Ten Dollars, and other valuable considerations, I or we,

GEORGE I. SANDFORD, SR., and CATHERINE L. SANDFORD, husband & wife

do hereby convey to

GEORGE I. SANDFORD, JR., a single man

the following real property situated in Coconino County, Arizona:

SEE EXHIBIT "A" ATTACHED

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever subject to the matters above set forth.

Dated this 7th day of November, 1978

George I. Sandford Sr.
GEORGE I. SANDFORD, SR.

Catherine L. Sandford
CATHERINE L. SANDFORD

STATE OF ARIZONA }
County of Coconino } ss.

This instrument was acknowledged before me Pennie L. Douth
this 7th day of November, 1978. By
GEORGE I. SANDFORD, SR. and CATHERINE
L. SANDFORD, husband and wife

Pennie L. Douth
Notary Public

My commission will expire
My Commission Expires Mar. 21, 1982

This instrument was acknowledged before me
this _____ day of _____, 19____ by

STATE OF _____ }
County of _____ } ss.

Notary Public
My commission will expire _____



TITLE INSURANCE COMPANY OF MINNESOTA

0250

DOCKET 709 PAGE 308

EXHIBIT "A"

A non-exclusive easement and right-of-way for road and utility purposes over and across the East 25 feet of the following described property:

The North 300 feet of the following described property:

The Northeast quarter of the Northwest quarter of the Southeast quarter and a portion of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 7; Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Southeast corner of the said Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7; thence along the South line of the said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South $89^{\circ}21'19''$ West a distance of 669.81 feet to the northerly right-of-way line, right-of-way 200 feet wide, of State Highway 89A, thence along said right-of-way line, North $70^{\circ}57'51''$ West (Highway bearing North $70^{\circ}50'00''$ West) a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter; thence along the said West line North $0^{\circ}49'37''$ West a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II; thence along the South line of the said Manzanita Hills Units II and I, North $89^{\circ}16'33''$ East a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter; thence along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South $1^{\circ}02'31''$ East a distance of 653.32 feet to the POINT OF BEGINNING;

Said Easement and right-of-way being for the benefit of and appurtenant to the following described property, and each part thereof, without limitation, into which said dominant tenement may be divided as to ownership:

The Northeast quarter of the Northwest quarter of the Southeast quarter and a portion of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Southeast corner of the said Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7; thence along the South line of the said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South $89^{\circ}21'19''$ West a distance of 669.81 feet to the northerly right-of-way line, right-of-way 200 feet wide, of State Highway 89A; thence along said right-of-way line, North $70^{\circ}57'51''$ West (Highway bearing North $70^{\circ}50'00''$ West) a distance of 317.85 feet to the West line of the East half of the Southeast quarter; thence along the said West line North $0^{\circ}49'37''$ West a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II; thence along the South line of the said Manzanita Hills Units II and I, North $89^{\circ}16'33''$ East a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter; thence along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South $1^{\circ}02'31''$ East a distance of 653.32 feet to the POINT OF BEGINNING. EXCEPTING THE NORTH 300 feet thereof.