

RESOLUTION NO. 2023-03

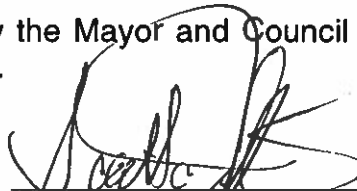
**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH THE JEAN ANN
MCDONALD, TRUSTEE OF THE JEAN ANN MCDONALD 1994 REVOCABLE
TRUST, TO RESOLVE ONGOING LITIGATION IN COCONINO COUNTY SUPERIOR
COURT CASE NUMBER CV2022-00080.**

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA as follows:

Section 1. That it is deemed in the best interest of the City of Sedona and its citizens that the City enter into a Settlement Agreement with Jean Ann McDonald, trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement to resolve ongoing litigation in Coconino County Superior Court Case No. CV202200080, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

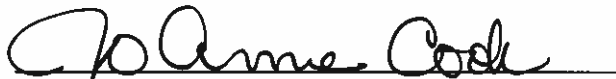
Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 14th day of February, 2023.



Scott M. Jablow, Mayor

ATTEST:



JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of the Effective Date defined below by and between the City of Sedona, a political subdivision of the State of Arizona (“Sedona”), and Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated, July 1, 2016 (“McDonald”). Sedona and McDonald shall be referred to collectively herein as the “Parties.”

RECITALS

A. McDonald as of February 28, 2022 owned certain real property located in Sedona, Coconino County, Arizona, and which property is more particularly identified in the pleadings and other papers filed in the action described below (“Property”).

B. On February 28, 2022 Sedona filed a Complaint in Eminent Domain in the Superior Court of Arizona, Coconino County (“Court”), Case Number CV2022-00080 (“Action”), seeking to acquire by the exercise of the power of eminent domain and for a public roadway and utilities certain title and easement rights to the Property (“Subject Property”), which title, rights, and locations are more particularly identified in the Complaint and other papers filed in the Action. The Complaint named McDonald as a party defendant.

C. Pursuant to negotiation of the Parties, on March 14, 2022, the Parties caused to be filed in the Action a stipulated order of immediate possession, and on that same date the Court entered an order of immediate possession, *inter alia*, (a) finding that the taking of the Subject Property was for a necessary public use and purpose, and (b) granting Sedona the right of immediate possession of the Subject Property upon Sedona’s deposit with the Court’s Clerk of the sum of \$110,565.

D. Pursuant to the stipulation and order of immediate possession, on March 18, 2022, Sedona deposited the sum of \$110,565.

E. On March 21, 2022, Sedona caused to be recorded in the records of Coconino County, Arizona, a Notice of Lis Pendens noticing the Action, which notice is located at Coconino County Recorder document number 3945855 (“Lis Pendens”).

F. On March 24, 2022, McDonald filed an Answer in the Action.

G. Thereafter, the Parties proceeded to actively litigate the remaining issue of just compensation owed for the taking of the Subject Property. The Parties also participated in a private mediation with mediator Sean K. Aiken, Esq. in an effort to resolve the Action.

H. As a result of these activities and efforts, the Parties have reached agreement on the terms and conditions of a settlement of disputed claims, in particular the issue of just compensation owed as a result of the taking, and the Parties now desire to settle and fully resolve the Action in every respect.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth below, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. The Parties agree that in compromise and settlement of disputed claims, and in order to resolve the Action, Sedona shall pay to McDonald the total sum comprised of:

(a) \$256,000, plus

(b) interest on the above sum, accrued at the statutory rate (pursuant to A.R.S. §§ 12-1123(B), 44-1201(C), and 9-409) from the date of the Court’s entry of the order of immediate possession (March 18, 2022, as identified herein above), until paid.

The total sum identified in (a) and (b) above shall be referred to herein as the “Settlement Sum.”

Sedona will provide an explanation of the calculation of the interest sum referenced in (1)(b) above at or prior to the time of payment.

2. Upon execution of this Agreement, the Parties shall lodge with the Court a Stipulated Judgment in Condemnation consistent with the form attached as Exhibit A to this Agreement (“Stipulated Judgment”). Sedona has prepared and McDonald has approved the Stipulated Judgment form. The Stipulated Judgment shall include direction to the Clerk of the Court for the release to Sedona of the deposited funds referenced herein above and any interest thereon.

3. After Sedona’s payment as set forth in paragraph 1, above, McDonald shall timely execute and file a Satisfaction of Judgment (“Satisfaction of Judgment”) in the form attached as Exhibit B to this Agreement. Sedona has prepared and McDonald has approved and will add counsel heading information to the Satisfaction of Judgment form.

4. After the filing of the Satisfaction of Judgment, the Parties shall lodge with the Court a Final Order of Condemnation (“Final Order”) in the form attached as Exhibit C to this Agreement. Sedona has prepared and McDonald has approved the Final Order form. Sedona shall also file with the Court and record with the Coconino County Recorder’s Office a release of the Notice of Lis Pendens recorded on March 21, 2022 at document number 3945855.

5. No persons or entities shall be entitled to any compensation or remuneration as a result of or under the Action other than McDonald. (Subsequent to the filing of the Complaint and the recording of the Lis Pendens, McDonald sold the Property to purchaser DFF Holdings, LLC, a Utah limited liability company (“Purchaser”), pursuant to an agreement dated on or about April 2, 2022, in which McDonald reserved, expressly, the right to receive the Settlement Sum, and which sale concluded with a deed transferring title from McDonald to the Purchaser recorded in the records of Coconino County on April 29, 2022, at document number 3949384. The Purchaser shall not be entitled to any compensation or remuneration as a result of or under the Action.) McDonald shall be

entitled to no additional compensation or remuneration as a result of the Action or the taking of the Subject Property beyond or in addition to the Settlement Sum.

6. Sedona's payment to McDonald under this Agreement shall be made by wire transfer to McDonald's counsel (Jackson White, PC, c/o Anthony H. Misseldine). McDonald's counsel shall provide wire transfer instructions upon entry of this Agreement.

7. Any notice ("Notice") under this Agreement shall be in writing and sent by email, regular mail, or by nationally recognized overnight courier service that obtains receipts (i.e., Federal Express, UPS, etc.), addressed to the appropriate Party. Any Party may change the address or individual's attention to which the Notices to it shall be sent, as is provided below, by giving to each other Party at least 10 days prior Notice thereof. The Parties' addresses for providing Notices shall be as follows:

Sedona:

City of Sedona
Attention: City Attorney, Kurt Christianson, Esq.
102 Roadrunner Drive
Sedona, Arizona 86336

McDonald:

Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust
Agreement as Amended and Restated, July 1, 2016
c/o Anthony Misseldine, Esq.
Jackson White PC
40 N. Center Street, Suite 200
Mesa, Arizona 85201

8. This Agreement constitutes the entire agreement of the Parties and such is intended to complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with its subject matter. This Agreement replaces and supersedes the Settlement Term Sheet agreement reached and entered by the Parties via their representatives at the mediation

referenced herein above. No modification or amendment to this Agreement shall be binding upon either Party unless the same is in writing and signed by both Parties.

9. This Agreement is governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between or among the Parties that arises from or relates to this Agreement shall be brought and conducted solely within the Superior Court of Arizona, Coconino County, Arizona.

10. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted against the Party preparing it, and instead other rules of interpretation and construction shall be used.

11. This Agreement may be executed in counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon and all of which shall together constitute one and the same instrument.

12. The Effective Date of this Agreement shall be the date of the last Party's signature as shown below.

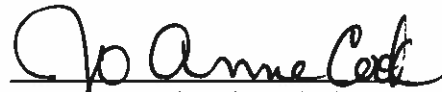
13. The Parties agree to cooperate to fully execute any and all documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

14. Each Party shall bear its or her own attorneys' fees and costs in connection with this Agreement and the Action. In the event a dispute arises between the Parties arising

from or regarding the Agreement or its terms, the successful or prevailing Party to such dispute shall be entitled to an award of its reasonable attorneys' fees, costs, and expenses.

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the Parties as of the dates set forth below:

Attest:


JoAnne Cook, City Clerk

Approved as to Form:


Kurt W. Christianson, City Attorney

City of Sedona, a political subdivision of the State of Arizona

By: 

Its: Mayor

Date: 2/21/23

Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated, July 1, 2016

Date: _____

Exhibit A

[Stipulated Judgment in Condemnation]

(to be attached)

1 **MURPHY CORDIER CASALE AXELL PLC**
4647 North 32nd Street, Suite 150
2 Phoenix, Arizona 85018
Telephone (602) 274-9000
3 Facsimile (602) 795-5896

4 Russell R. Rea (AZ State Bar No. 014616)
5 rusty@mccalaw.com

6 *Attorneys for Plaintiff City of Sedona*

7
8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF COCONINO**

10 **CITY OF SEDONA, a political subdivision**
of the State of Arizona,

11 **Plaintiff,**

12 **vs.**

13 **JEAN ANN MCDONALD, TRUSTEE OF**
14 **THE JEAN ANN MCDONALD 1994**
15 **REVOCABLE TRUST AGREEMENT AS**
16 **AMENDED AND RESTATED JULY 1,**
17 **2016; COCONINO COUNTY, a political**
subdivision of the State of Arizona; **JOHN**
18 **DOES 1-10; JANE DOES 1-10; ABC**
19 **COMPANIES 1-10; ABC**
20 **CORPORATIONS 1-10; and ABC**
21 **PARTNERSHIPS 1-10,**

22 **Defendants.**

Case No. S0300 CV202200080

STIPULATED JUDGMENT IN
CONDEMNATION

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Assigned to the Hon. Cathleen Brown
Nichols)

23 Upon stipulation of the parties, as represented by the signatures below, and good
24 cause appearing therefore, the Court finds as follows:

25 The only remaining issue herein concerning the amount of just compensation owed
26 for the taking of fee title and easement rights to certain real property sought to be acquired
in this action by Plaintiff City of Sedona ("Plaintiff"), said real property being more
particularly described on and in Exhibit 1 (legal description and diagram of fee title area),

1 Exhibit 2 (slope easement with legal description and diagram), and Exhibit 3 (temporary
2 construction easement with legal description and diagram) attached hereto (collectively,
3 “subject property”); and it appearing that the only person having any right, title, claim, or
4 interest in any award for damages by reason of the taking of the subject property is Defendant
5 Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement
6 as Amended and Restated July 1, 2016 (“Defendant McDonald”);

7 IT IS HEREBY ORDERED:

8 1. Defendant Coconino County, a political subdivision of the State of Arizona,
9 whose interest is in any unpaid taxes on the subject property, having filed a disclaimer of
10 interest on July 15, 2022, shall take nothing by reason of the Complaint filed in this action,
11 this Stipulated Judgment in Condemnation, or the Final Order of Condemnation. by and
12 through their respective counsel, hereby stipulate and request this Court enter an order of
13 immediate possession in this action.

14 2. Defendants John Does 1-10, Jane Does 1-10, ABC Companies 1-10, ABC
15 Corporations 1-10, and ABC Partnerships 1-10, are fictitious parties, and have served no
16 answer or made other appearance, and are hereby dismissed, taking nothing by reason of the
17 Complaint filed in this action or by this Judgment.

18 3. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the
19 real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in
20 Exhibit 2 and Exhibit 3 attached hereto and to the portions of the real property described
21 more particularly therein, and Defendants and all others with legal notice of the Complaint,
22 are forever barred and stopped from asserting any right, title, claim, or interest adverse or
23 inconsistent with the fee title acquired to the above-described property.

24 4. Plaintiff shall pay to Defendant McDonald the total sum of (a) \$256,000 plus
25 (b) interest on such sum, accrued at the statutory rate (pursuant to A.R.S. §§ 12-1123(B), 44-

1 1201(C), and 9-409) from the date of the Court's entry of the order of immediate possession
2 on March 14, 2022, until paid, as just compensation for the transfer of fee title and easement
3 rights in and to said real property ("Total Sum"). Payment shall be pursuant to the terms of
4 a separate settlement agreement between Plaintiff and Defendant McDonald.

5 5. Upon Plaintiff's payment of the Total Sum, above, Defendant McDonald shall
6 file a Satisfaction of Judgment allowing a Final Order of Condemnation to be entered.

7 6. The Clerk is directed to release to Plaintiff sums in the amount of \$110,565
8 deposited with the Clerk by Plaintiff on March 18, 2022, and interest accrued thereon if any.

9 7. Each party to this action shall bear their own costs and fees.

10 DONE IN OPEN COURT this ____ day of _____, 2023.

11
12 _____
13 Hon. Cathleen Brown Nichols
14 Judge of the Superior Court

15 Approved as to Form and Content

16 Murphy Cordier Casale Axel, PLC

17 By: /s/ Russell R. Rea

18 Russell R. Rea
19 4647 N. 32nd Street, Suite 150
Phoenix, Arizona 85108

20 Jackson White, P.C.

21 By: /s/ Anthony H. Misseldine

22 Anthony H. Misseldine
23 40 North Center Street, Suite 200
Mesa, Arizona 85201

24 E-filed through www.azturbocourt.gov

25 and a COPY e-mailed this ____th day of _____ 2023 to:

1 Anthony H. Misseldine, Esq.
2 Jackson White, P.C.
3 40 North Center Street, Suite 200
4 Mesa, Arizona 85201
5 AMisseldine@jacksonwhitelaw.com
6 *Attorneys for Defendant Jean Ann McDonald*

7 Mark D. Byrnes, Esq.
8 Deputy County Attorney
9 Coconino County Attorney's Office
10 110 East Cherry Avenue
11 Flagstaff, Arizona 86001
12 mbyrnes@coconino.az.gov
13 *Attorneys for Defendant Coconino County*

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/s/ Tiffany J. Hayes

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Exhibit 1

[legal description and diagram of fee title area]

(to be attached)

LEGAL DESCRIPTION

Forest Road Right-of-Way

APN: 401-38-003E

Job # 10201 04/14/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the southeasterly corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08'23''$ East, 285.38 feet, basis of bearing (South $01^{\circ} 02'31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence leaving said line South $89^{\circ} 18'19''$ West, along the southerly line of said parcel 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19'37''$ West, 138.22 feet to along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, South $44^{\circ} 53'00''$ West, 6.97 feet;

Thence South $45^{\circ} 10'25''$ East, 2.01 feet;

Thence South $44^{\circ} 49'35''$ West, 67.14 feet to the beginning of a curve concave to the northwest, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 59.90 feet, through a central angle of $25^{\circ} 25'22''$;

Thence South $19^{\circ} 45'03''$ East, 5.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South $19^{\circ} 45'03''$ East;

Thence southwesterly along the arc of said curve 86.41 feet, through a central angle of $61^{\circ} 50'03''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

Thence South $89^{\circ} 26'40''$ West, 54.88 feet along said line to the southwest corner of said parcel;

Thence North $11^{\circ} 40'55''$ East, 116.85 feet along the westerly line of said parcel to the northwest corner of said parcel;

Thence South $42^{\circ} 14'15''$ East, 32.82 feet along the northerly line of said parcel;

Thence South 50°08'48" East, 7.53 feet to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 40°14'02" East;

Thence southeasterly and northeasterly along said line 93.57 feet along the arc of said curve, though a central angle of 84°18'30";

Thence North 44°36'34" East, 98.78 feet along said line to the most northerly corner of said parcel;

Thence South 1°19'37" East, 3.73 feet to the **TRUE POINT OF BEGINNING**.

Containing 6,343 ± feet² or 0.146 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

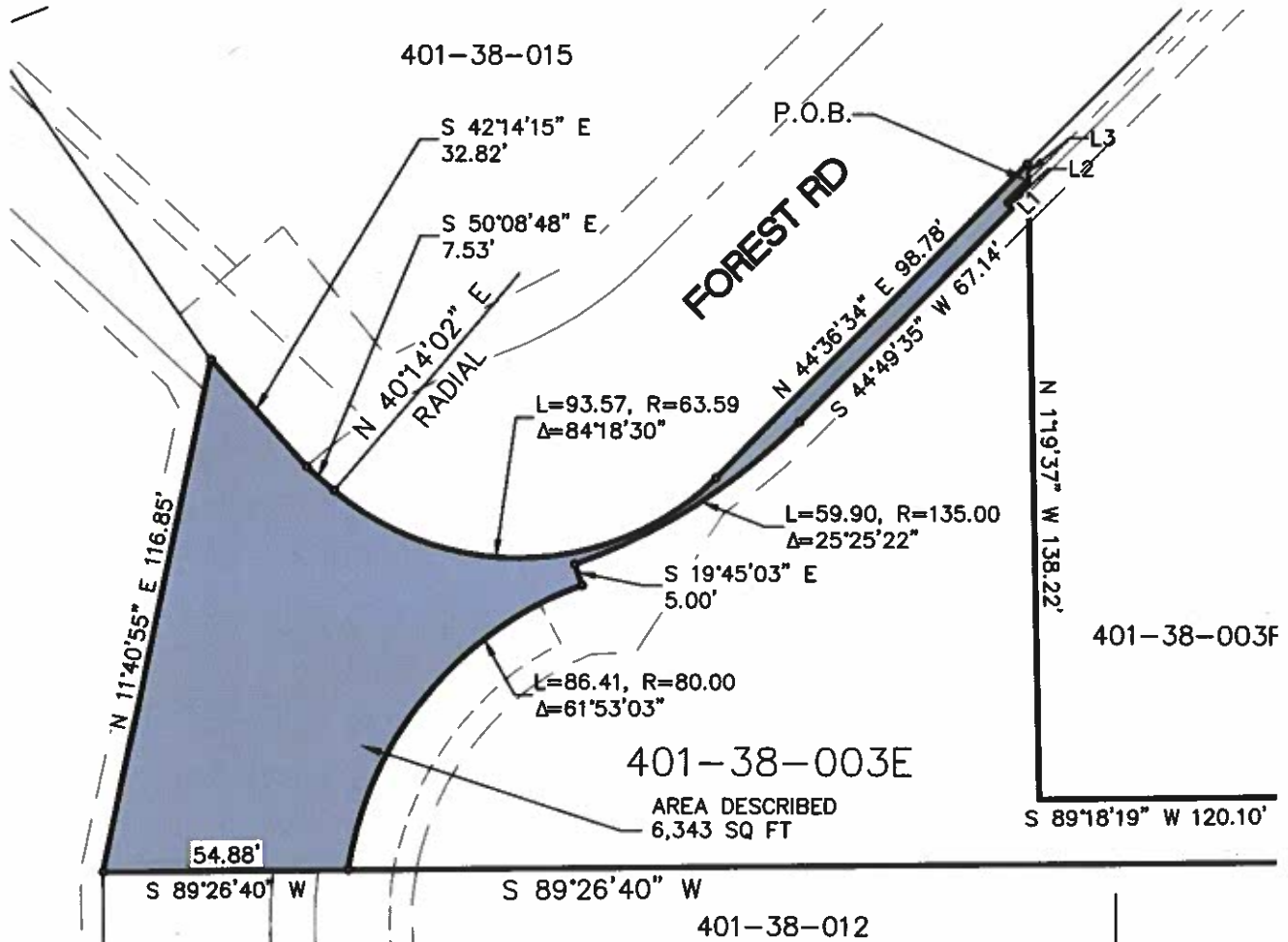


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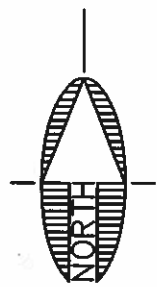
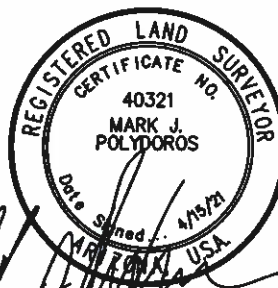
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 RIGHT-OF-WAY



Parcel Line Table		
Line #	Length	Direction
L1	6.97	S44° 53' 00"W
L2	2.01	S45° 10' 25"E
L3	3.74	N1° 09' 11"W



SCALE: 1" = 40'



FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138003E_ROW.DWG MPOLYDOROS



221 N. Marlow St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 20060
DATE 3/4/2021
SCALE 1"=40'
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

COCONINO COUNTY
ARIZONA

APN: 401-38-003E
RIGHT-OF WAY EXTENSION

SHEET
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3 OF 3

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Exhibit 2

[Slope Easement with legal description and diagram]

(to be attached)

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended
and Restated dated July 1, 2016

Assessor's Parcel Number:
401-38-003E

County:
Coconino

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-003E

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016 ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent slope easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION

Slope Easement

APN: 401-38-003E

Job # 10201 03/08/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08' 23''$ East, 285.38 feet basis of bearing (South $01^{\circ} 02' 31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South $89^{\circ} 18' 19''$ West, along said line 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19' 37''$ West, 138.22 feet to along the westerly line of said parcel;

Thence leaving said line, South $44^{\circ} 53' 00''$ West, 6.97;

Thence South $45^{\circ} 10' 25''$ East, 2.01 feet;

Thence South $44^{\circ} 49' 35''$ West, 67.14 feet to the beginning of a curve concave to the northwest, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 59.90 feet, through a central angle of $25^{\circ} 25' 22''$;

Thence South $19^{\circ} 45' 03''$ East, 5.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South $19^{\circ} 45' 03''$ East;

Thence southwesterly along the arc of said curve 10.26 feet, through a central angle of $07^{\circ} 20' 50''$ to the **TRUE POINT OF BEGINNING**;

Thence South $27^{\circ} 05' 53''$ East 10.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 70.00 feet to which the radius point bears South $27^{\circ} 05' 53''$ East;

Thence southwesterly along the arc of said curve 65.06 feet, through a central angle of $53^{\circ} 14' 59''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

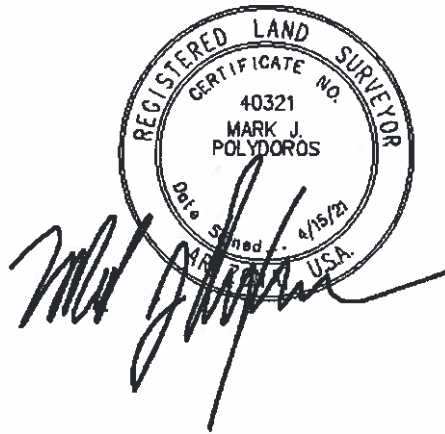
Thence South 89°26'40" West, along said line, 10.14 feet to a point on a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South 81°38'06" East;

Thence leaving said line northeasterly along the arc of said curve 76.15 feet, through a central angle of 54°32'13";

Thence South 27°05'53" East, 10.00 feet southeast, having a radius of 80.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 706 ± feet² or 0.016 Acres.



This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

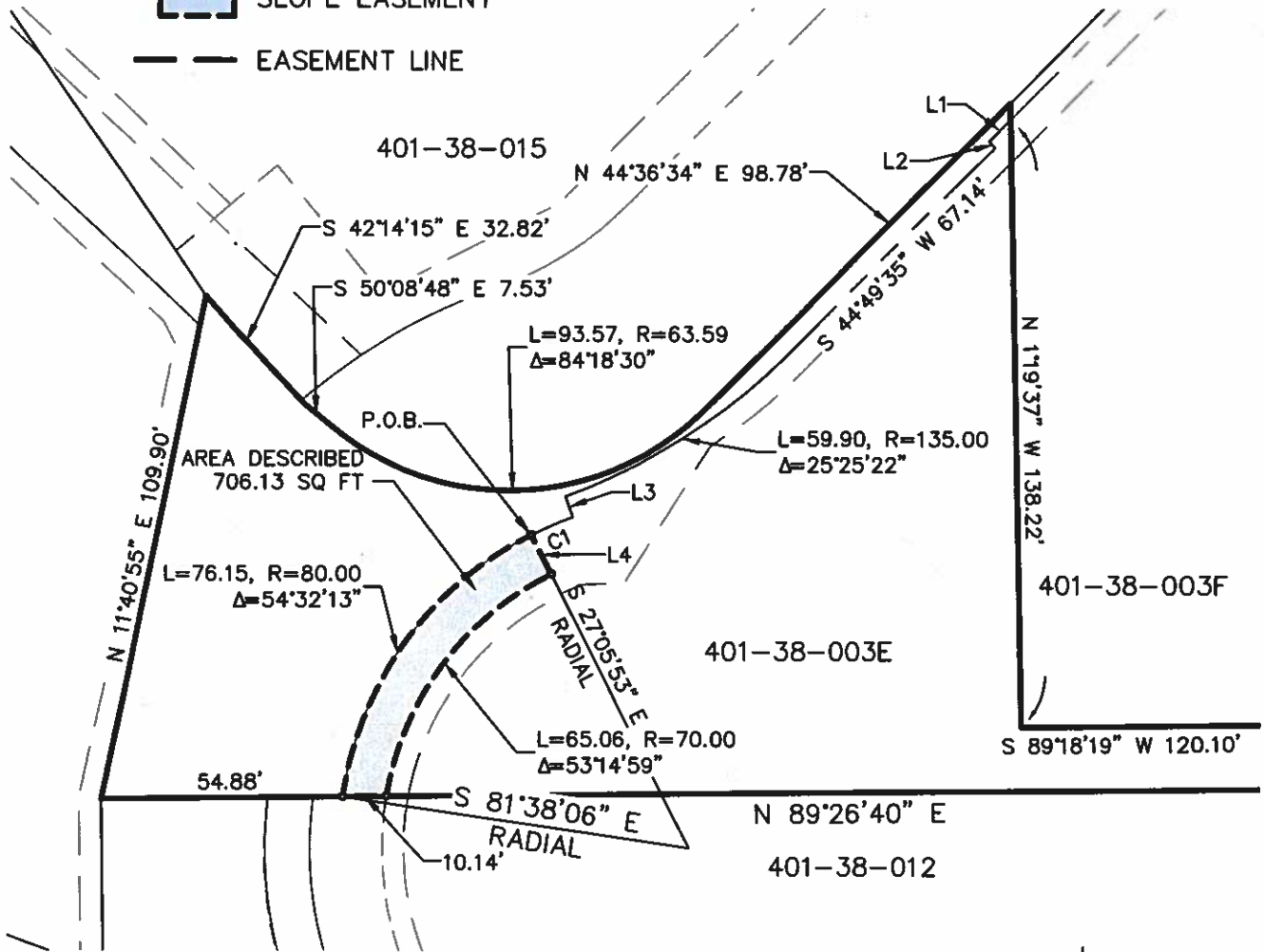


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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

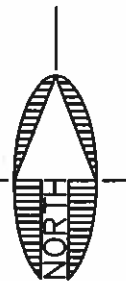
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 SLOPE EASEMENT
 EASEMENT LINE

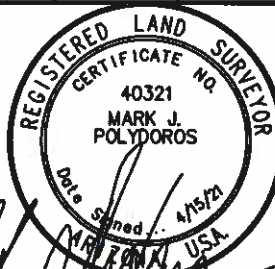


Parcel Line Table		
Line #	Length	Direction
L1	6.97	S44° 53' 00"W
L2	2.01	S45° 10' 25"E
L3	5.00	S19° 45' 03"E
L4	10.00	S27° 05' 53"E

Curve Table			
Curve #	Length	Radius	Delta
C1	10.26	80.00	7°20'50"



SCALE: 1" = 40'



221 N. Marine St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swi.com

JOB NO. 2008
DATE 3/4/2021
SCALE 1"=40'
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

COCONINO COUNTY
ARIZONA

SHEET

APN: 401-38-003E
EASEMENT EXHIBIT

3

3 OF 3

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Exhibit 3

[Temporary Construction Easement with legal description and diagram]

(to be attached)

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Temporary Construction Easement

Parties:
City of Sedona

and:
Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended
and Restated dated July 1, 2016

Assessor's Parcel Number:
401-38-003E

County:
Coconino

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-003E

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016 ("Grantor"), do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016

Jean Ann McDonald

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-38-003E
Job # 10201 03/08/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the southeasterly corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08' 23''$ East, 285.38 feet, basis of bearing (South $01^{\circ} 02' 31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South $89^{\circ} 18' 19''$ West, along said line 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19' 37''$ West, 128.52 feet to along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, South $44^{\circ} 49' 35''$ West, 67.39 feet;

Thence South $44^{\circ} 49' 35''$ West, 67.39 feet to the beginning of a curve concave to the northwest, having a radius of 140.00 feet;

Thence southwesterly along the arc of said curve 26.66 feet, through a central angle of $10^{\circ} 54' 41''$;

Thence South $32^{\circ} 21' 27''$ West, 36.73 feet;

Thence South $87^{\circ} 56' 22''$ West, 9.89 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 65.00 feet to which the radius point bears South $22^{\circ} 41' 10''$ East;

Thence southwesterly along the arc of said curve 64.51 feet, through a central angle of $56^{\circ} 52' 01''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

Thence South 89°26'40" West, 5.09 feet along said line to the beginning of a non-tangent curve concave to the southeast, having a radius of 70.00 feet to which the radius point bears South 80°20'52" East;

Thence leaving said line northeasterly along the arc of said curve 65.06 feet, through a central angle of 53°14'59";

Thence North 27°05'53" West, 10.00 feet to a point on a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South 27°05'53" East;

Thence northeasterly along the arc of said curve 10.26 feet, through a central angle of 07°20'50";

Thence North 19°45'03" West, 5.00 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 135.00 feet to which the radius point bears North 19°45'03" West;

Thence northeasterly along the arc of said curve 59.90 feet, though a central angle of 25°25'22";

Thence North 44°49'35" East, 67.14 feet;

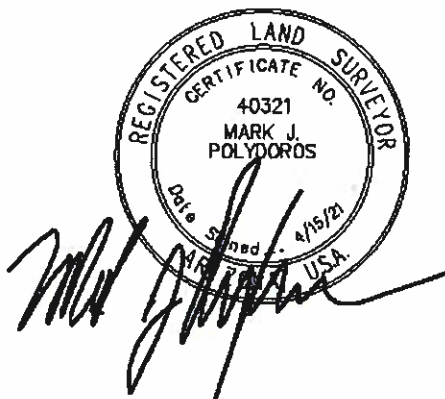
Thence North 45°10'25" West, 2.01 feet;

Thence North 44°53'00" East, 6.97 feet

Thence South 1°19'37" East, 9.70 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,473 ± feet² or 0.034 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



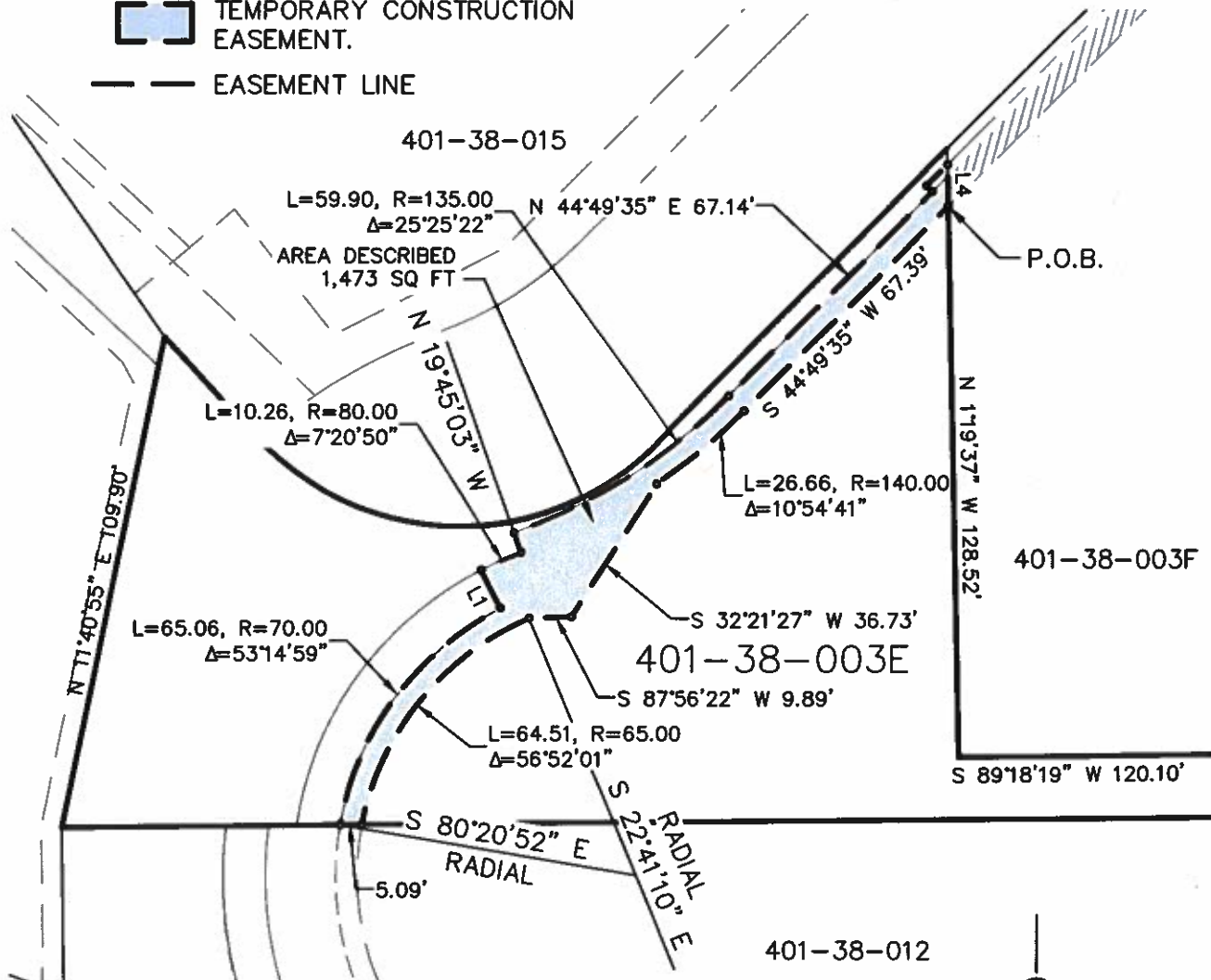
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

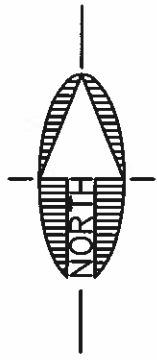
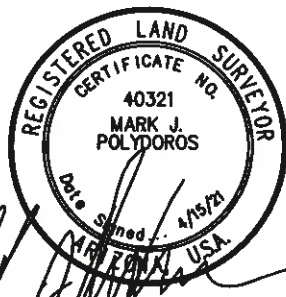
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 TEMPORARY CONSTRUCTION
EASEMENT.

 EASEMENT LINE



Parcel Line Table		
Line #	Length	Direction
L1	10.00	N27° 05' 53"W
L2	5.00	N19° 45' 03"W
L3	2.01	N45° 10' 25"W
L4	9.70	S1° 19' 37"E



SCALE: 1" = 40'



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Exhibit B

[Satisfaction of Judgment]

(to be attached)

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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF COCONINO

CITY OF SEDONA, a political subdivision
of the State of Arizona,

Plaintiff,

vs.

JEAN ANN MCDONALD, TRUSTEE OF
THE JEAN ANN MCDONALD 1994
REVOCABLE TRUST AGREEMENT AS
AMENDED AND RESTATED JULY 1,
2016; COCONINO COUNTY, a political
subdivision of the State of Arizona; JOHN
DOES 1-10; JANE DOES 1-10; ABC
COMPANIES 1-10; ABC
CORPORATIONS 1-10; and ABC
PARTNERSHIPS 1-10,

Defendants.

Case No. S0300 CV202200080

SATISFACTION OF JUDGMENT

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Assigned to the Hon. Cathleen Brown
Nichols)

Defendant Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable
Trust Agreement As Amended and Restated, July 1, 2016, hereby acknowledges receipt of
all monies due under the Stipulated Judgment in Condemnation entered by the Court in this
matter on _____, 2023, in full satisfaction thereof.

...

1 DATED this ___ day of _____, 2023.

2 JACKSON WHITE, P.C.

3 By /s/ Anthony H. Misseldine
4 Anthony H. Misseldine
5 *Attorneys for Defendant Jean Ann McDonald,*
6 *Trustee of the Jean Ann McDonald 1994*
7 *Revocable Trust Agreement as Amended and*
8 *Restated, July 1, 2016*

8 E-filed through www.azturbocourt.gov
9 and a COPY e-mailed this ___ day of _____ 2023 to:

10 Russell R. Rea, Esq.
11 Murphy Cordier Casale Axel, P.L.C.
12 4647 N. 32nd St., Suite 150
13 Phoenix, AZ 85018
14 *Attorneys for Plaintiff City of Sedona*

15 Mark D. Byrnes, Esq.
16 Deputy County Attorney
17 Coconino County Attorney's Office
18 110 East Cherry Avenue
19 Flagstaff, Arizona 86001
20 mbyrnes@coconino.az.gov
21 *Attorneys for Defendant Coconino County*

22 By: _____

23
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Exhibit C

[Final Order of Condemnation]

(to be attached)

1 **MURPHY CORDIER CASALE AXELL PLC**
4647 North 32nd Street, Suite 150
2 Phoenix, Arizona 85018
Telephone (602) 274-9000
3 Facsimile (602) 795-5896
4 Russell R. Rea (AZ State Bar No. 014616)
5 rusty@mccalaw.com
6 *Attorneys for Plaintiff City of Sedona*

7
8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF COCONINO**

10 CITY OF SEDONA, a political subdivision
of the State of Arizona,
11
12 **Plaintiff,**
vs.
13 JEAN ANN MCDONALD, TRUSTEE OF
THE JEAN ANN MCDONALD 1994
14 REVOCABLE TRUST AGREEMENT AS
AMENDED AND RESTATED JULY 1,
15 2016; COCONINO COUNTY, a political
subdivision of the State of Arizona; JOHN
16 DOES 1-10; JANE DOES 1-10; ABC
COMPANIES 1-10; ABC
17 CORPORATIONS 1-10; and ABC
PARTNERSHIPS 1-10,
18
19 **Defendants.**

Case No. S0300 CV202200080

**FINAL ORDER OF
CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Assigned to the Hon. Cathleen Brown
Nichols)

20 It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in
21 Condemnation dated _____, 2023, this Court may enter its Final Order of
22 Condemnation at this time,

23 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED,** that fee title and
24 easement rights, as are set forth in Exhibit 1 (legal description and diagram of fee title area),
25 Exhibit 2 (Slope Easement with legal description and diagram), and Exhibit 3 (Temporary
26

1 Construction Easement with legal description and diagram), all of which Exhibits are
2 attached hereto and incorporated herein by reference, and to the real property identified and
3 described in the foregoing referenced Exhibits, are hereby condemned and vested in the
4 Plaintiff, the City of Sedona.

5 DONE IN OPEN COURT this ____ day of _____, 2023.

6
7 _____
8 Hon. Cathleen Brown Nichols
9 Judge of the Superior Court
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Exhibit 1

[legal description and diagram of fee title area]

(to be attached)

LEGAL DESCRIPTION

Forest Road Right-of-Way

APN: 401-38-003E

Job # 10201 04/14/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the southeasterly corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08'23''$ East, 285.38 feet, basis of bearing (South $01^{\circ} 02'31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence leaving said line South $89^{\circ} 18'19''$ West, along the southerly line of said parcel 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19'37''$ West, 138.22 feet to along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, South $44^{\circ} 53'00''$ West, 6.97 feet;

Thence South $45^{\circ} 10'25''$ East, 2.01 feet;

Thence South $44^{\circ} 49'35''$ West, 67.14 feet to the beginning of a curve concave to the northwest, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 59.90 feet, through a central angle of $25^{\circ} 25'22''$;

Thence South $19^{\circ} 45'03''$ East, 5.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South $19^{\circ} 45'03''$ East;

Thence southwesterly along the arc of said curve 86.41 feet, through a central angle of $61^{\circ} 50'03''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

Thence South $89^{\circ} 26'40''$ West, 54.88 feet along said line to the southwest corner of said parcel;

Thence North $11^{\circ} 40'55''$ East, 116.85 feet along the westerly line of said parcel to the northwest corner of said parcel;

Thence South $42^{\circ} 14'15''$ East, 32.82 feet along the northerly line of said parcel;

Thence South 50°08'48" East, 7.53 feet to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 40°14'02" East;

Thence southeasterly and northeasterly along said line 93.57 feet along the arc of said curve, though a central angle of 84°18'30";

Thence North 44°36'34" East, 98.78 feet along said line to the most northerly corner of said parcel;

Thence South 1°19'37" East, 3.73 feet to the **TRUE POINT OF BEGINNING**.

Containing 6,343 ± feet² or 0.146 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

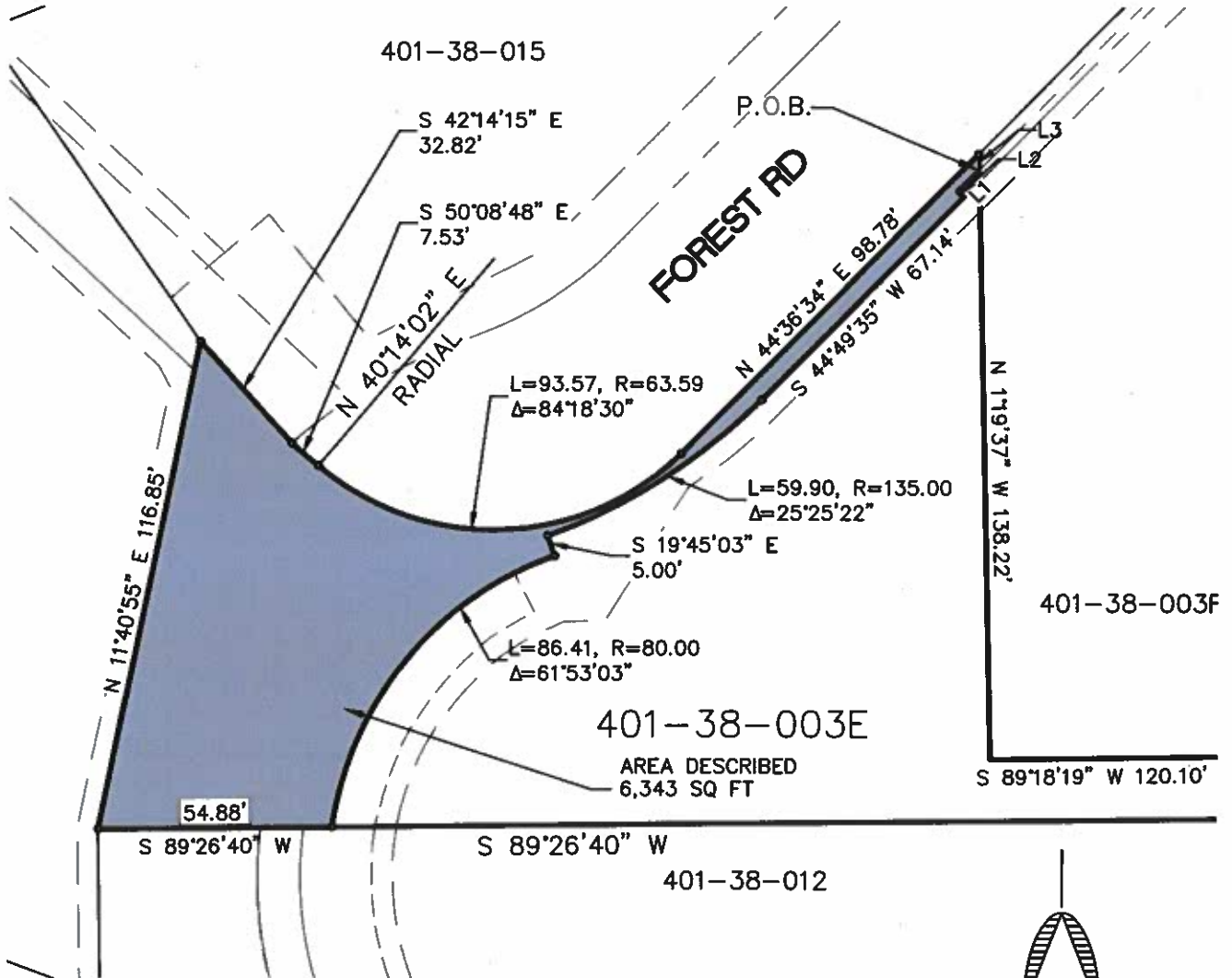


PLOTTED: Apr 15, 2021-3:30pm

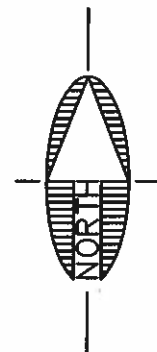
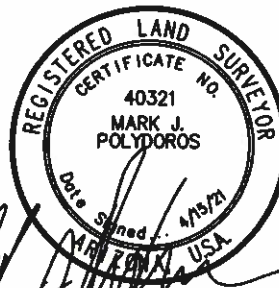
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 RIGHT-OF-WAY



Parcel Line Table		
Line #	Length	Direction
L1	6.97	S44° 53' 00"W
L2	2.01	S45° 10' 25"E
L3	3.74	N1° 09' 11"W



SCALE: 1" = 40'



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Shephard & Wesnitzer, Inc.

221 N. Marina St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

JOB NO. 20060
DATE 3/4/2021
SCALE 1"=40'
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

COCONINO COUNTY
ARIZONA

SHEET

APN: 401-38-003E
RIGHT-OF WAY EXTENSION

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Exhibit 2

[Slope Easement with legal description and diagram]

(to be attached)

Recorded at the request of:
CITY OF SEDONA

After recording, please return to:
SEDONA CITY CLERK'S OFFICE
102 ROADRUNNER DRIVE
SEDONA, AZ 86336

Document to be recorded:
Slope Easement

Parties:
City of Sedona

and:
Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended
and Restated dated July 1, 2016

Assessor's Parcel Number:
401-38-003E

County:
Coconino

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-003E

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

PERMANENT SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016 ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **permanent slope easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the sloping installed pursuant to this Easement, and to enter upon the Easement at all appropriate times and places in connection with the normal operations of the Grantee and the construction, use, installation, and maintenance of cut or fill slope facilities. The Grantee shall be responsible for installing erosion control measures within the Easement and will maintain those measures to prevent erosion that may encroach onto the property of the Grantor. The Grantee will be responsible for remediating any future erosion to the surface of cut or fill slopes, that may encroach onto the property of the Grantor. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee. Grantor may plant grass within the Easement without permission from the Grantee, however Grantee will not be liable for any damage to such planting from their proper use of the Easement to maintain the slope.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016

Jean Ann McDonald

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION

Slope Easement

APN: 401-38-003E

Job # 10201 03/08/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at a point on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08'23''$ East, 285.38 feet basis of bearing (South $01^{\circ} 02'31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South $89^{\circ} 18'19''$ West, along said line 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19'37''$ West, 138.22 feet to along the westerly line of said parcel;

Thence leaving said line, South $44^{\circ} 53'00''$ West, 6.97;

Thence South $45^{\circ} 10'25''$ East, 2.01 feet;

Thence South $44^{\circ} 49'35''$ West, 67.14 feet to the beginning of a curve concave to the northwest, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 59.90 feet, through a central angle of $25^{\circ} 25'22''$;

Thence South $19^{\circ} 45'03''$ East, 5.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South $19^{\circ} 45'03''$ East;

Thence southwesterly along the arc of said curve 10.26 feet, through a central angle of $07^{\circ} 20'50''$ to the **TRUE POINT OF BEGINNING**;

Thence South $27^{\circ} 05'53''$ East 10.00 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 70.00 feet to which the radius point bears South $27^{\circ} 05'53''$ East;

Thence southwesterly along the arc of said curve 65.06 feet, through a central angle of $53^{\circ} 14'59''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

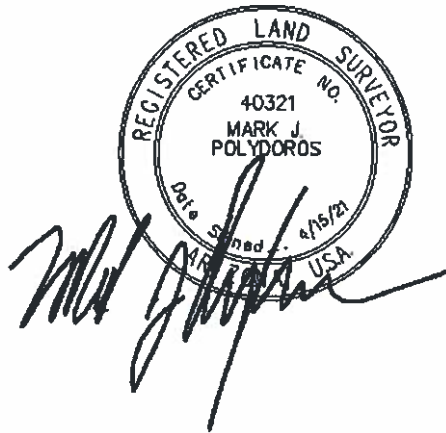
Thence South 89°26'40" West, along said line, 10.14 feet to a point on a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South 81°38'06" East;

Thence leaving said line northeasterly along the arc of said curve 76.15 feet, through a central angle of 54°32'13";

Thence South 27°05'53" East, 10.00 feet southeast, having a radius of 80.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 706 ± feet² or 0.016 Acres.



This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ

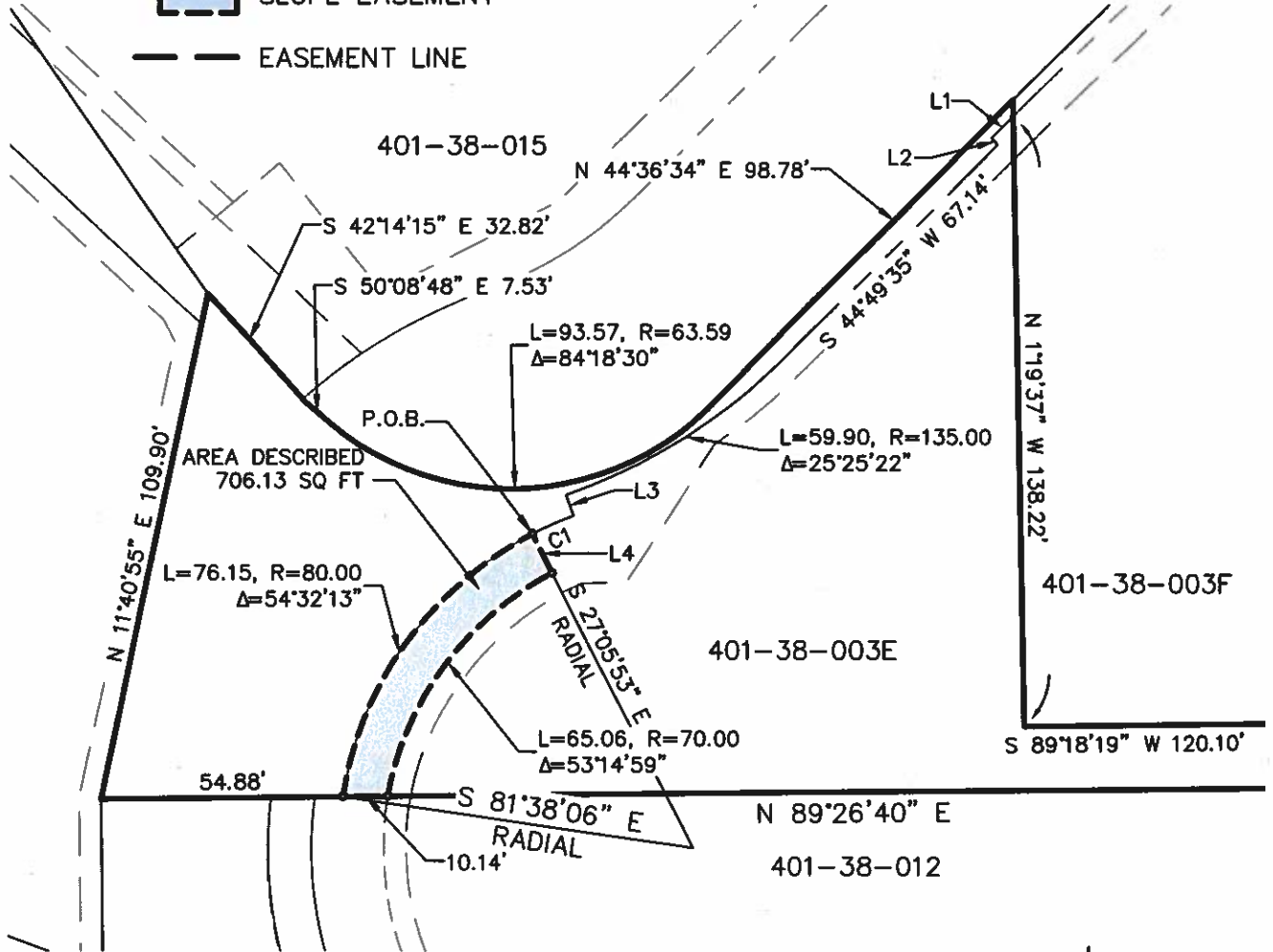


PLOTTED: Apr 15, 2021-12:12pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

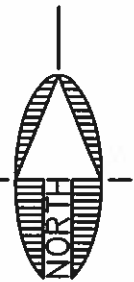
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
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GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 SLOPE EASEMENT
 EASEMENT LINE

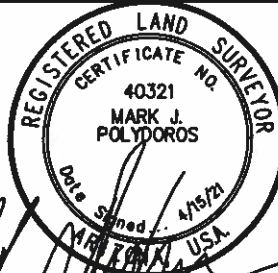


Line #	Length	Direction
L1	6.97	S44° 53' 00"W
L2	2.01	S45° 10' 25"E
L3	5.00	S19° 45' 03"E
L4	10.00	S27° 05' 53"E

Curve #	Length	Radius	Delta
C1	10.26	80.00	7°20'50"



SCALE: 1" = 40'



221 N. Marino St.
Suite 102
Prescott, AZ 86301
928.541.0443
928.541.1075 fax
www.swiaz.com

Shepherd/Wesnitzer, Inc.

JOB NO. 2008117
DATE 3/4/2021
SCALE 1"=40'
DRAWN RPR
DESIGN
CHECKED MP

FOREST ROAD EXTENSION

APN: 401-38-003E
EASEMENT EXHIBIT

COCONINO COUNTY
ARIZONA

SHEET

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3 OF 3

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Exhibit 3

[Temporary Construction Easement with legal description and diagram]

(to be attached)

Recorded at the request of:
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After recording, please return to:
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SEDONA, AZ 86336

Document to be recorded:
Temporary Construction Easement

Parties:
City of Sedona

and:
Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended
and Restated dated July 1, 2016

Assessor's Parcel Number:
401-38-003E

County:
Coconino

When Recorded Return to:

Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-003E

Exempt from Affidavit under
A.R.S. § 11-1134(A)(3)

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016 ("Grantor"), do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a **Temporary Construction Easement** (the "Easement") for purposes of constructing, installing, operating, and maintaining roadway cut or fill slopes upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement and adjoining property and to restore the Easement area in a reasonable manner and agrees to indemnify Grantor for all losses and damages resulting from Grantee's exercise of its rights hereunder. By accepting this Easement, the Grantee agrees to exercise reasonable care to avoid damage to the premises and all property of Grantor at any time located thereon.

IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR: Jean Ann McDonald, Trustee of the Jean Ann McDonald 1994 Revocable Trust Agreement as Amended and Restated dated July 1, 2016

Jean Ann McDonald

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

Schedule A
[legal description, see attached]

LEGAL DESCRIPTION
Temporary Construction Easement

APN: 401-38-003E

Job # 10201 03/08/2021

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 Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the southeasterly corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being on the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 7, bearing South $01^{\circ} 08'23''$ East, 285.38 feet, basis of bearing (South $01^{\circ} 02'31''$ East, 284.99 feet record) from the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

Thence South $89^{\circ} 18'19''$ West, along said line 120.10 feet to the southwest corner of said parcel;

Thence North $01^{\circ} 19'37''$ West, 128.52 feet to along the westerly line of said parcel to the **TRUE POINT OF BEGINNING**;

Thence leaving said line, South $44^{\circ} 49'35''$ West, 67.39 feet;

Thence South $44^{\circ} 49'35''$ West, 67.39 feet to the beginning of a curve concave to the northwest, having a radius of 140.00 feet;

Thence southwesterly along the arc of said curve 26.66 feet, through a central angle of $10^{\circ} 54' 41''$;

Thence South $32^{\circ} 21' 27''$ West, 36.73 feet;

Thence South $87^{\circ} 56' 22''$ West, 9.89 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 65.00 feet to which the radius point bears South $22^{\circ} 41' 10''$ East;

Thence southwesterly along the arc of said curve 64.51 feet, through a central angle of $56^{\circ} 52' 01''$ to a point on the southerly line of that parcel of land recorded in Instrument Number 3832402 Official Records of Coconino County;

Thence South 89°26'40" West, 5.09 feet along said line to the beginning of a non-tangent curve concave to the southeast, having a radius of 70.00 feet to which the radius point bears South 80°20'52" East;

Thence leaving said line northeasterly along the arc of said curve 65.06 feet, through a central angle of 53°14'59";

Thence North 27°05'53" West, 10.00 feet to a point on a non-tangent curve concave to the southeast, having a radius of 80.00 feet to which the radius point bears South 27°05'53" East;

Thence northeasterly along the arc of said curve 10.26 feet, through a central angle of 07°20'50";

Thence North 19°45'03" West, 5.00 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 135.00 feet to which the radius point bears North 19°45'03" West;

Thence northeasterly along the arc of said curve 59.90 feet, though a central angle of 25°25'22";

Thence North 44°49'35" East, 67.14 feet;

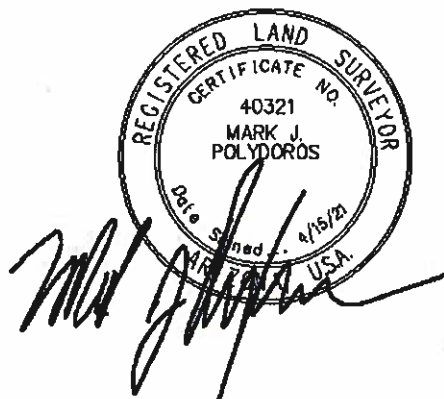
Thence North 45°10'25" West, 2.01 feet;

Thence North 44°53'00" East, 6.97 feet

Thence South 1°19'37" East, 9.70 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,473 ± feet² or 0.034 Acres.

This legal description was prepared by Mark Polydoros RLS 40321,
on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



PLOTTED: Apr 15, 2021-12:12pm

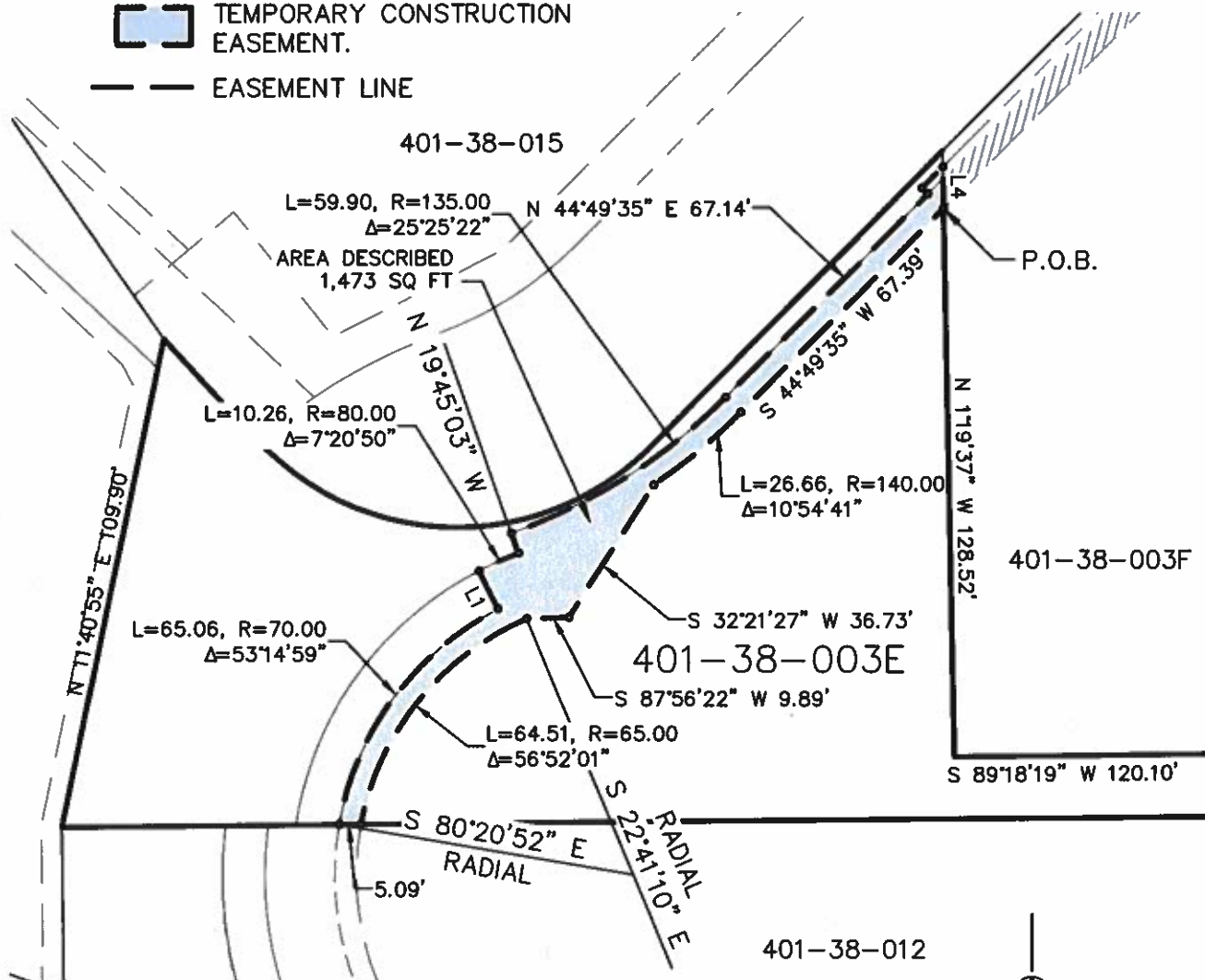
P: \2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138003E_TCE.DWG MPOLYDOROS

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

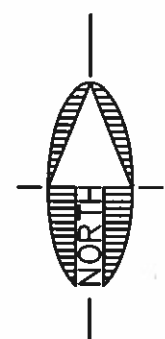
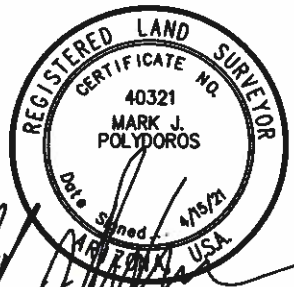
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

 TEMPORARY CONSTRUCTION
EASEMENT.

 EASEMENT LINE



Parcel Line Table		
Line #	Length	Direction
L1	10.00	N27° 05' 53"W
L2	5.00	N19° 45' 03"W
L3	2.01	N45° 10' 25"W
L4	9.70	S1° 19' 37"E



SCALE: 1" = 40'

