

RESOLUTION NO. 2022-30

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL ESTATE PURCHASE AND SALE AGREEMENT.

WHEREAS; the City has the legal authority to acquire property for public purposes in accordance with A.R.S. § 9-241, and the City Council and City Manager have determined that the public benefit will be served by acquiring these parcels; and

WHEREAS, the City Council has determined that the property located at 2250 Shelby Drive (APN 408-28-103C) (the "Subject Parcel"), within Yavapai County, Arizona has viable uses for public purpose; and

WHEREAS, the City has negotiated with the owner of the Subject Parcels and arrived at a mutually agreeable purchase price of \$1,500,000.

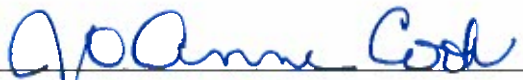
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, that:

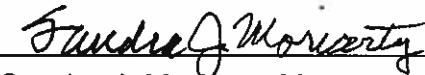
Section 1. The City of Sedona, through its Mayor and Council, hereby approves the purchase of the Subject Parcel and authorizes and directs the City Manager to execute the Real Estate Purchase and Sale Agreement on behalf of the City of Sedona.

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


PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 25th day of October, 2022.

ATTEST:


JoAnne Cook, CMC, City Clerk


Sandra J. Morfarty, Mayor

APPROVED AS TO FORM:


Kurt W. Christianson, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

SELLER: Teri Nimtz, Estate Of

BUYER: City of Sedona, an Arizona municipal Corporation

ESCROW AGENCY: Yavapai Title Agency
Anthony Selna, Escrow Officer
1650 West State Route 89A, Suite A
Sedona, Arizona 86336
anthony.selna@yavapaititle.com

PROPERTY: 2250 Shelby Dr, Sedona, AZ 86336
Yavapai County APN 408-28-103C
Legal Description: please see **Exhibit "A"**

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into by and between the **City of Sedona**, an Arizona municipal corporation ("Buyer") and **Teri Nimtz, Estate Of** (the "Seller"), upon the "Effective Date" defined below.

RECITALS:

Whereas, Seller is the owner of a parcel of real property consisting of approximately 1.13 acres and being located at 2250 Shelby Dr. in the City of Sedona, Arizona, Yavapai County Assessor's Parcel No. 408-28-103C, legally described on **Exhibit "A"** Legal Description, attached hereto and incorporated herein by this reference, and all hereditaments, appurtenances, rights, permits, licenses, easements, and rights-of-way incident and appurtenant thereto are herein collectively referred to as the "Property"; and

Whereas, Buyer desires to purchase the Property; and

Whereas, Seller desires to sell the Property to Buyer and Buyer agrees to purchase the Property in accordance with the terms and conditions set forth herein for a public purpose.

AGREEMENT:

Now, therefore in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The parties agree the Recitals set forth above are accurate and are hereby incorporated as part of this Agreement.

2. **Sale of Property.** Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller upon the terms and conditions set forth herein.

3. **Purchase Price.**

(a) The Purchase Price for the Property shall be \$1,500,000.00 to be paid in full upon the Close of Escrow.

(b) In addition to and in consideration for the Purchase Price, the Buyer agrees to allow Seller to continue to occupy and use the Property for vehicle storage rental for six months following the Close of Escrow (the "Occupancy Period") subject to the following terms and conditions:

i. Buyer reserves the right to enter upon the Property at any time to inspect the same, and the Seller agrees to allow Buyer free access of the Property for the purpose of examining or exhibiting the same at all reasonable times.

ii. Seller will at its sole cost keep, maintain and repair the Property, including all improvements and appurtenances thereto, in good working order, condition and repair during the Occupancy Period. Seller agrees the use and activities conducted on the Property during the Occupancy Period will not damage or reduce the value of the property and the use and activities will not pose any significant hazard to human health, the environment or violate any Environmental Laws. Seller shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous.

iii. Seller shall not undertake any improvements on the Property without Buyer's prior written approval.

iv. The Seller will do all things necessary to prevent the filing and upon any such filing City at its sole expense will cause the immediate removal of any mechanics' or other liens against the Property.

v. During the Occupancy Period, Seller shall indemnify Buyer against any and all claims of any person and, at its sole cost, will provide and keep in force commercial general liability insurance with respect to the Property, naming Buyer as an additional insured, in the amounts of \$1,000,000 in respect to injuries to any one person, \$2,000,000 in respect to any one accident; \$200,000 in respect to property damage; and to deliver certificates of such insurance to Buyer. Such insurance shall be primary and shall not limit the Seller as to any obligation to indemnify Buyer.

vi. Buyer shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Seller or by any person whosoever may at any time be using or occupying or visiting the Property or be in, on, or about the same whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Seller or of any

occupant, subtenant, visitor, invitee, contractor, subcontractor or user of any portion of the Property, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and the Seller will indemnify, hold harmless and defend Buyer and its officials, employees, successors and assigns from liability from any and all claims, liabilities, expenses and reasonable attorneys' fees and court costs which may be claimed or asserted against the Buyer. The foregoing sentence shall not apply to loss, injury, death or damage arising by reason of Buyer's breach of its covenants contained in this agreement or, the negligence, or intentional misconduct of Buyer or its officials, agents, invitees or employees.

vii. Seller shall be responsible for payment of any utilities during the Occupancy period. Utilities include but are not limited to water, sewer, refuse collection, electricity, gas or heating oil, telephone, cable TV, or internet service.

viii. At the end of the Occupancy Period, Seller shall surrender the Property in a clean and vacant state and in as good a state and condition as they were at the commencement of the Occupancy Period, reasonable use and wear and tear excepted. Seller shall ensure that all vehicles, trailers, and any other personal items are removed, and related leases terminated, prior to the expiration of the Occupancy Period and that the Property is left clear, clean and free of vehicles, trailers and personal items or trash.

ix. Buyer may immediately terminate the Occupancy Period upon notice to Seller for failure to abide by the terms and conditions outlined in this Section.

4. Escrow Agent and Title Policies.

(a) Buyer and Seller agree to employ Yavapai Title Company as the Escrow Agent to handle the Escrow.

(b) Buyer agrees to purchase a standard owner's title policy for the Property in the Escrow Agent's standard form and to pay the cost to record the Warranty Deed in favor of Buyer in the form of Exhibit "B" Warranty Deed. Buyer shall pay for any extended form of title insurance coverage as determined and requested by Buyer.

(c) Immediately following the Effective Date, Seller shall instruct the Escrow Agent to deliver to Buyer, at Buyer's expense, if any: (i) a preliminary title report for a standard coverage owner's policy of title insurance for the Property setting forth the current status of title ("Title Report"); (ii) copies of all items appearing as exceptions to the title insurance coverage; and (iii) an estimate of the additional charges required by Escrow Agent to upgrade the title insurance coverage in an extended form.

(d) Termination Right. Buyer may, by written notice to the other, terminate this Offer: (1) if Buyer reasonably objects to matters affecting title as revealed

by a recent title commitment, and Seller is unable or unwilling to cause the title company to remove valid objections to title prior to Closing; or (2) if the Property is damaged beyond its current condition prior to Closing.

(e) Seller agrees Buyer shall be entitled to object to any matters disclosed by the Title Report, by delivering written notice of objection (a "Title Objection Notice") to Seller and Escrow Agent no later than ten (10) days from Buyer's receipt of the Title Report. Any Title Objection Notice delivered by Buyer shall specify in reasonable detail any matter to which Buyer objects (the "Title Objection(s)"). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, changes in the legal description, or additional requirements of Buyer, or if any revision to a survey procured by Buyer discloses any additional matter(s) affecting the Property, then Buyer shall be entitled to object to any such newly discovered matter by delivering a Title Objection Notice to Seller and Escrow Agent on or before ten (10) business days after Escrow Agent has delivered to Buyer the amendment to the Title Report and any Schedule B items, if applicable (or Buyer has received the revision to a survey). If Buyer fails to deliver a Title Objection Notice objecting to any matter set forth in the Title Report or any survey (or any subsequent amendment thereto) within the time period required under this Section 4(d), Buyer shall be deemed to have approved the matter as of the last day of that time period. All matters to which Buyer has not objected to are referred to in this Agreement as the "Permitted Exceptions."

(f) If Buyer timely delivers a Title Objection Notice, then Seller shall notify Buyer on or before the date that is ten (10) days after Seller's receipt of the Title Objection Notice that either (i) the Title Objection(s) have been removed from the Title Report by Escrow Agent such that the Title Objection(s) no longer affects or encumbers the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (ii) Seller irrevocably commits prior to Closing to cause Escrow Agent to remove objectionable items from the Title Report such that the Title Objection(s) no longer affect or encumber the Property or any portion thereof, and in such event, the Closing shall go forward as provided for in this Agreement, or (iii) Seller is unable or unwilling to have the Title Objection(s) removed. If Seller fails to provide such notice to Buyer within the time period required under this Section 4(e), it shall be deemed that Seller is unwilling to cure the Title Objection(s). If Seller timely notifies Buyer (or fails to notify Buyer within the time period) that it is unable or unwilling to have the Title Objection(s) removed or is otherwise unable or unwilling to cure the Title Objection(s) to Buyer's satisfaction, then Buyer, by delivering written notice to Seller no later than five (5) days following Seller's notice to Buyer and Escrow Agent (or the date set as the deadline for Seller to deliver such notice to Buyer and Escrow Agent) in accordance with this Section 4(e), may elect either: (A) as Buyer's sole remedy hereunder, to terminate this Agreement and receive the entire sums deposited with the Escrow Agent (and any interest earned thereon) and thereafter the parties shall have no further rights or obligations under this Agreement except those rights which specifically survive termination; or (B) waive such objections and take title as it then is (subject to, and the Closing is expressly conditioned upon, removal of any other Title Objection(s) that Seller has agreed to cause to be removed from the Title Report and/or cured as provided

hereinabove), in which event all title Objection(s) not removed from the Title Report and cured as provided above will thenceforth be deemed Permitted Exceptions; and this Agreement shall remain in full force and effect. The failure by Buyer to timely elect either clause (A) or (B) above shall be deemed Buyer's election to proceed with clause (A) above.

(g) Notwithstanding anything to the contrary contained in this Agreement, at or before the Close of Escrow, and without the need for Buyer to object to same in its Title Objection Notice, Seller shall remove all financing encumbrances; mechanics', materialmen's and supplier's liens; judgment liens; federal or state income or sales tax liens; and lis pendens on the Property without cost to Buyer. Seller may not allow additional liens or encumbrances to be placed upon the Property after the Effective Date. The Purchase Price proceeds shall first be applied by Escrow Agent to pay off any and all financing encumbrances or any of the foregoing liens before any remaining Purchase Price proceeds are released to Seller on the Closing.

(h) Buyer's obligation to purchase the Property, to pay the Purchase Price therefore, and otherwise to close the Escrow is subject to Title Insurer being unconditionally committed to issue at the Close of Escrow to Buyer, as the insured, a standard owner's title policy and any requested extended coverage owner's policy of title insurance for the Property (with no exception for mechanics' liens or similar encumbrances) in the amount of the Purchase Price, subject to only the Permitted Exceptions with such title endorsements as Buyer shall require (the "Title Policy"). Seller and Buyer shall each execute, acknowledge (if applicable), and/or deliver to Escrow Agent prior to the date of the Closing, any documents pertaining to Seller or Buyer, as applicable, or matters relating to the Property required by Escrow Agent as a condition to the issuance of the Title Policy.

(i) Buyer agrees to pay on, or before, the Close of Escrow to the Escrow Agent the standard closing costs and escrow fees for a commercial real estate transaction as determined by the Escrow Agent. Buyer and Seller shall timely execute or provide any documentation required by the Escrow Agent to close the sale and purchase of the Property.

(j) This Agreement may be supplemented by the printed Escrow Instructions to which it is attached and shall be construed together with the Escrow Instructions as a single document; in the event of any inconsistency between any provision in this Agreement and an provision in the Escrow Instructions, the provision in this Agreement shall prevail. Upon the execution of the Escrow Instructions and this Agreement by Seller and Buyer, the same shall constitute a binding contract between Seller and Buyer for the purchase and sale of the Property.

5. Survey, Engineering, Inspection and Due Diligence. Upon the execution of this Agreement, Seller shall deliver to Buyer copies of any survey and title information described, any environmental studies or reports, and any engineering plans and related reports or studies, and all service contracts and agreements in Seller's possession

relative to the Property. Seller agrees that prior to the Closing, Buyer may conduct and complete any additional appraisals, inspections or tests of the Property and conduct any other due diligence of the Property, without limitation, which Buyer determines is necessary for Buyer's intended use of the Property for public/industrial/commercial development (the "Inspection Period"). Buyer agrees to pay for any additional appraisals, inspections, tests and due diligence of the Property Buyer desires to procure in its discretion. Buyer shall be responsible to restore the Property to its original condition upon the completion of any additional appraisals, inspection, test, or other due diligence of the Property. If during the Inspection Period, Buyer determines in its sole discretion that any appraisal, survey, inspection, test, or other due diligence of the Property is unacceptable for Buyer's intended use, Buyer may, upon written notice to Seller and the Escrow Agent, terminate this Agreement, but subject to the right to Seller's equal contribution for the payment of any surveys, engineering or related work previously agreed to by the parties completed as of such date as to the Property.

6. Close of Escrow. Buyer and Seller agree to a closing date no later than **60 days** after the Effective Date of this Agreement (the "Closing" or "Close of Escrow"). Buyer's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed herein. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied.

7. Seller's Representations. Seller represents the following to Buyer:

(a) Seller has not received notice of any pending condemnation or similar proceeding affecting the Property, or any portion thereof, and Seller, to the best of its knowledge, is not aware of any threatened condemnation or similar proceedings affecting the Property, or any portion thereof, other than from Buyer.

(b) To the best of Seller's actual knowledge, the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law, ordinance or regulation including, without limitation, any relating to environmental conditions, in, at, on, under or about the Property including, but not limited to, soil and ground water conditions and that neither Seller nor, to the best of Seller's actual knowledge, any third party has used, generated, manufactured stored or disposed in, at, on, under or about the Property or transported to or from the Property any hazardous waste, toxic substances or related materials except in accordance with applicable law; and, to the best of Seller's actual knowledge, there is not now nor has there even been on or in the Property underground storage tanks or surface impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electric transformers or other equipment.

(c) Seller is the owner of insurable fee simple title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions. There are no attachments, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy pending against Seller.

(d) Seller has not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Property under the mechanics' and materialman's lien laws of the State of Arizona.

(e) Seller has not received any notifications from any governmental authority having jurisdiction over the Property requiring any work to be done on the Property or alleging any violation of law with respect to the Property.

(f) Seller has no actual knowledge of any claims, administrative actions or lawsuits pending or threatened against the Property, other than from the Buyer.

(g) Seller has no actual knowledge of any parties in adverse possession of the Property or of any prescriptive rights or unrecorded easements upon or across the Property, or any portion thereof.

(h) Seller is not aware of any agreements or leases relating to the Property other than those identified as "Closing Conditions" in Section 7 herein.

(i) Seller represents that to the best of its actual knowledge, any documents, information and records provided by Seller to Buyer in connection with the transaction contemplated herein contain true and accurate information.

(j) Seller has full authority to execute this Agreement and sell the Property and bind the Estate of Teri Nimtz. Seller is not required to obtain the approval or consent of any other person or entity to execute this Agreement or to perform Seller's obligations under this Agreement.

(k) The persons executing this Agreement for and on behalf of Seller represent that they have the requisite authority to bind the Seller on whose behalf they are signing.

8. Buyer's Representations. Buyer represents the following to Seller:

(a) Buyer has full authority to execute this Agreement.

(b) Buyer is not aware of any adverse actions against Buyer that would limit or impair Buyer's right to perform its obligations under this Agreement or upon the Close of Escrow.

9. Survival of Representations. The representations of Seller and Buyer as set forth in Sections 7 and 8 shall survive the Close of Escrow and shall not merge with the Warranty Deed.

10. Real Estate Brokerage. Buyer affirms that it has not contracted with, retained or otherwise employed a real estate broker relative to this Agreement. Buyer

and Seller agree if any real estate broker asserts or claims the payment of a real estate commission or fees relative to this Agreement the party who contracted with such broker shall be responsible for the payment of such commission or fees and shall forever defend, indemnify and hold harmless the other party from such claim.

11. Title. Seller agrees to transfer the title or easement to the Property to Buyer upon the Close of Escrow in a form substantially similar to that in Exhibit "B", without any exceptions or encumbrances, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the matters shown on the Title Report or any Amended Title Report approved in writing or waived by Buyer.

12. Taxes and Assessments. All real and personal property taxes and any assessments against the Property accruing prior to the Close of Escrow shall remain the responsibility of the Seller.

13. Closing Documents.

(a) Seller's Closing Documents. By the Close of Escrow, Seller shall deposit with the Escrow Agent the following documents for delivery to Buyer at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. Warranty Deed, APN 401-17-019C substantially in the form attached in Exhibit "B";
- iii. The standard owner's title policy required;
- iv. The Non-Foreign Affidavit as required;
- v. Such other documents as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

(b) Buyer's Closing Documents. On, or before, the Close of Escrow, Buyer shall deposit with the Escrow Agent the following documents for delivery to Seller at the Close of Escrow, each of which shall have been duly executed and, where appropriate, acknowledged:

- i. The Non-Foreign Affidavit as required;
- ii. Appropriate evidence of due authorization and proper formation of Buyer;
- iii. Such additional extended coverage and endorsements as requested by Buyer, at Buyer's expense; and
- iv. Such documents and monies as may be necessary or appropriate to transfer and convey the Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.

14. Possession; No Assumption of Seller's Liabilities. Upon Close of Escrow, Seller shall deliver possession of the Property to Buyer. Buyer is acquiring only

the Property from Seller and is not the successor of Seller. Buyer does not assume, agree to pay, or indemnify Seller or any other person against any liability, obligation, or expense of Seller.

15. Seller's Default. In the event Seller fails to perform upon the Close of Escrow, and if Buyer is not otherwise in default under any term or provision of this Agreement, Buyer may elect to proceed with any remedy available to Buyer under Arizona law, including, but not limited to an action for specific performance.

16. Buyer's Default. In the event Buyer fails to perform upon the Close of Escrow, and if Seller is not otherwise in default under any term or provision of this Agreement, Seller may elect to proceed with any remedy available to Seller under Arizona law, including, but not limited to an action for specific performance.

17. Notices.

(a) Notices shall be in writing and shall be given by personal or air courier service delivery to a responsible person, by telephone facsimile, by email, or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid. Notices shall be delivered or addressed to Seller and Buyer at the following or at such other address as a party may designate to the other in writing:

Seller:

Teri Nimtz, Estate Of
Christy Lopez (Representative)
(602) 322-1332
ccnphx@yahoo.com
16433 S 1st Ave
Phoenix AZ, 85045

Buyer:

City of Sedona
c/o City Attorney
102 Roadrunner Dr.
Sedona, Arizona 86336

With a copy to:

Anthony Selna, Escrow Officer
Yavapai Title Agency
1650 West State Route 89A, Suite A
Sedona, Arizona 86336
anthony.selna@yavapaititle.com

The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal or air courier service delivery or by telephone facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail; and

(b) Copies of all notices shall also be given to Escrow Agent by regular mail.

19. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

20. Governing Law. Seller and Buyer agree this Agreement shall be interpreted under the laws of the State of Arizona and not elsewhere.

21. Attorney's Fees. If either party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorneys' fees and costs, said sum to be fixed by a court of competent jurisdiction.

22. Jurisdiction; Venue; Waiver of Jury Trial. Any action to enforce or interpret any provision of this Agreement shall be commenced and completed in the Superior Court of the State of Arizona in and for the County of Yavapai and not elsewhere. Each party specifically submits itself to the jurisdiction of said Court and waives any objection to venue. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

23. Waiver. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

24. Effective Date. This Agreement shall be effective upon: (i) the signature date of both parties below, and (ii) approval of this Agreement by the City Council of the City of Sedona in its sole discretion by resolution specifically authorizing same (the "Effective Date").

25. Entire Agreement and Headings Non-binding. This document constitutes the entire agreement between the parties and may not be amended or otherwise modified except by the express written agreement of the parties. All section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend or describe the scope or intent of any provisions hereof.

26. Drafts Not an Offer. The submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties will not be legally bound in any manner with respect to a purchase and sale of the Property unless and until each of Seller and Buyer have duly executed this Agreement and this Agreement is approved in writing as to form by the City Attorney.

27. Counterpart and Facsimile Signatures. This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof. Signatures transmitted by facsimile shall be deemed to be originals.

28. Binding on Heirs. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

SELLER:

Estate Of Teri Nimtz,

By: _____

Its: _____

Date: _____

BUYER:

City of Sedona

By: _____

Karen Osburn, City Manager

Date: _____

EXHIBIT "A"
Legal Description

Parcel 1:

Lot 1, AAA INDUSTRIAL PARK, according to the plat of record in Book 20 of Maps, Page 18, records of Yavapai County, Arizona.

EXCEPT that portion described as follows:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt Reiver Base and meridian, Yavapai County, Arizona, more particularly described as follows:

(The "Basis of Bearings" for this description is the city of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2547.64 feet; THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office, a distance of 1,323.00

Feet to the Northwest corner of the North ½ of the Northeast ¼, of the Southeast ¼ said Section 14;

THENCE continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of

Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet to a point in the southern boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 113.89 feet;

THENCE, South 32°10'57" West, a distance of 73.22 feet;

THENCE, North 51°04'59" West, a distance of 65.45 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

(The "Basis of Bearings" for this description is the City of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2,547.64 feet;
THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office a distance of 1,323.00 feet to the Northwest corner of the North ½, of the Northeast ¼, of the Southeast ¼, said Section 14;
THENCE, continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;
THENCE, South 00°02'23" East, a distance of 445.81 feet;
THENCE, North 41°01'02" East, a distance of 159.07 feet;
THENCE, North 32°10'57" East, a distance of 136.11 feet;
THENCE, North 51°04'59" West, a distance of 30.77 feet;
THENCE, North 89°14'01" East, a distance of 107.16 feet to the TRUE POINT OF BEGINNING;
THENCE, North 20°02'58" East, a distance of 178.44 feet to a point in the West boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office;
THENCE, South 00°59'59" East, a distance of 166.80 feet;
THENCE, South 89°14,01" West, a distance of 64.09 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"
Warranty Deed

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

City of Sedona
Office of the City Clerk
102 Roadrunner Drive
Sedona, Arizona 86326

Exempt Pursuant to A.R.S. § 11-1134 (A)(3)

(Space Above for Recorder's Use)

Tax Parcel Number: 408-28-103C

WARRANTY DEED

TERI NIMTZ, ESTATE OF ("Grantor"), an unmarried woman, for and in consideration of the Ten Dollars (\$10.00), in hand paid to Grantor by the City of Sedona, an Arizona municipal corporation ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of such consideration Grantor acknowledges, by this deed assigns, bargains, conveys, grants, transfers and delivers to Grantee all that certain plot, parcel of land or real property situated in Coconino County, Arizona, and described on **Schedule "A"** attached to this deed and made a part of this deed for all purposes (the "Property") together with all the estate, right, title and interest to the Property.

SUBJECT ONLY TO: existing taxes, assessments, covenants, conditions, restrictions, rights of way, and easements of record.

GRANTOR hereby covenants with the Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the same and binds itself and its heirs, successors, assigns, executors, and administrators to warrant and defend the title unto the Grantee against all acts of the Grantor and against all lawful claims whatsoever.

EXECUTED as of the _____ day of _____, 2022.

[Signatures on following page]

GRANTOR:

TERI NIMTZ, ESTATE OF

By: _____

Its: _____

Date: _____

State of _____)

County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____ . In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

Schedule A

Parcel 1:

Lot 1, AAA INDUSTRIAL PARK, according to the plat of record in Book 20 of Maps, Page 18, records of Yavapai County, Arizona.

EXCEPT that portion described as follows:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt Reiver Base and meridian, Yavapai County, Arizona, more particularly described as follows:

(The "Basis of Bearings" for this description is the city of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2547.64 feet; THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office, a distance of 1,323.00

Feet to the Northwest corner of the North ½ of the Northeast ¼, of the Southeast ¼ said Section 14;

THENCE continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of

Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet to a point in the southern boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office and the TRUE POINT OF BEGINNING;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 113.89 feet;

THENCE, South 32°10'57" West, a distance of 73.22 feet;

THENCE, North 51°04'59" West, a distance of 65.45 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A parcel of land lying within a portion of Section 14, Township 17 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona more particularly described as follows:

(The "Basis of Bearings" for this description is the City of Sedona Control Survey as stated on the Record of Survey recorded in Book 193 of Land Surveys, Page 47, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona.)

COMMENCING at the East quarter corner of Section 14, from which point the Northeast Corner of said Section 14 bears North 00°03'03" East, a distance of 2,547.64 feet;

THENCE, South 89°26'08" West, along the northerly line of AAA Industrial Park as recorded in Book 20 of Maps and Plats, Page 18, Yavapai County Recorder's Office a distance of 1,323.00 feet to the Northwest corner of the North ½, of the Northeast ¼, of the Southeast ¼, said Section 14;

THENCE, continuing, South 89°26'08" West, a distance of 82.77 feet to the Northwest corner of Small Tracts Act Survey AZ No. 42 as recorded in Book 16 of Land Surveys, Page 78, Yavapai County Recorder's Office;

THENCE, South 00°02'23" East, a distance of 445.81 feet;

THENCE, North 41°01'02" East, a distance of 159.07 feet;

THENCE, North 32°10'57" East, a distance of 136.11 feet;

THENCE, North 51°04'59" West, a distance of 30.77 feet;

THENCE, North 89°14'01" East, a distance of 107.16 feet to the TRUE POINT OF BEGINNING;

THENCE, North 20°02'58" East, a distance of 178.44 feet to a point in the West boundary line of Lot 1 of AAA Industrial Park as recorded in Book 20 of Maps and Plat, Page 18, Yavapai County Recorder's Office;

THENCE, South 00°59'59" East, a distance of 166.80 feet;

THENCE, South 89°14,01" West, a distance of 64.09 feet to the TRUE POINT OF BEGINNING.

27. **Counterpart and Facsimile Signatures.** This Agreement may be executed in any number of counterparts all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original hereof. Signatures transmitted by facsimile shall be deemed to be originals.

28. **Binding on Heirs.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers.

SELLER:

Estate Of Teri Nimitz,

By: Christy Lopez personal rep.

Its: _____

Date: 10 31 2022

BUYER:

City of Sedona

By: Karen Osburn
Karen Osburn, City Manager

Date: 10/26/22