

**RESOLUTION NO. 2023-17**

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

WHEREAS; the City has the legal authority to acquire property 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 1294 and 1406 State Route 179 (APN 401-25-002N and 401-25-002P) within Coconino County, Arizona (Subject Parcels) has viable uses for public purpose; and

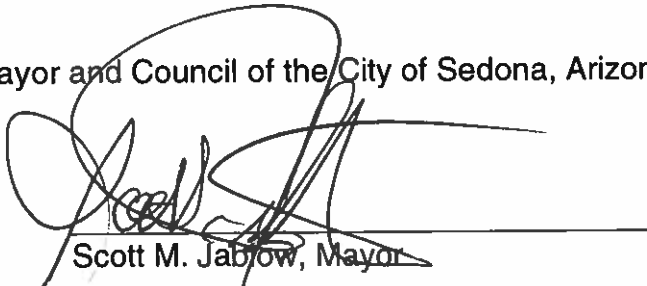
WHEREAS, the City has negotiated with the owner of the Subject Parcels and arrived at a mutually agreeable purchase price of up to \$1,700,000.

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 Parcels and authorizes and directs the Mayor to execute the Real Estate Purchase and Sale Agreement on behalf of the City of Sedona.

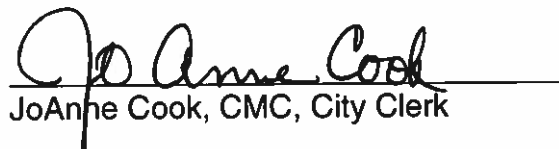
Section 2. That the Mayor and City Manager are authorized to approve and execute such other documents on behalf of the City of Sedona, Arizona necessary for the completion of the transactions.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 23<sup>rd</sup> day of May, 2023.



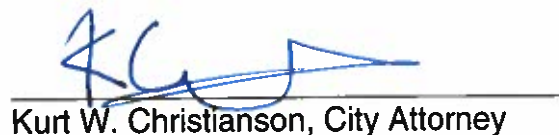
Scott M. Jabrow, Mayor

ATTEST:



JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**SELLER:** Church of the Red Rocks, an Arizona nonprofit corporation

**BUYER:** City of Sedona, an Arizona municipal Corporation

**ESCROW AGENCY:** Empire Title Agency  
Gina Miller, Sr. Escrow Officer  
3000 West State Route 89A, #200  
Sedona, Arizona 86336  
(928) 282-0280

**PROPERTY:** 1294 & 1406 STATE ROUTE 179, Sedona, AZ 86336  
Coconino County APN 401-25-002N and APN 401-25-002P  
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 **Church of the Red Rocks** (the "Seller"), upon the "Effective Date" defined below.

**RECITALS:**

Whereas, Seller is the owner of a parcel of real property consisting of approximately 1.95 acres and being generally located at 1294 and 1406 State Route 179 in the City of Sedona, Arizona, Coconino County Assessor's Parcel No. 401-25-002N and 401-25-002P, 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.** The Purchase Price for the Property shall be \$1,700,000 to be paid in full upon the Close of Escrow.

4. **Escrow Agent and Title Policies.**

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

(b) Seller 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 and Seller each agree to pay on, or before, the Close of Escrow to the Escrow Agent one-half (1/2) of the standard closing costs and escrow fees for a residential 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 any 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 **30 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 the City's lease and option to purchase.

(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. 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 Deeds, APN 401-25-002N and APN 401-25-002P, 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:

Church of the Red Rocks  
54 BOWSTRING DR  
SEDONA, AZ 86336

Buyer:

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

With a copy to:

Gina Miller  
Sr Escrow Officer  
Empire Title Agency  
3000 West State Route 89A, #200  
Sedona, Arizona 86336

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 Coconino 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:**

Church of the Red Rocks

By: 

Its: Moderation

Date: 6/26/23

**BUYER:**

City of Sedona

By: 

~~Karen Osburn, City Manager~~

*Scott M. Jabrow, Mayor*

Date: \_\_\_\_\_

Attest:

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

Approved as to form:




Kurt W. Christianson, City Attorney

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

City of Sedona


By:   
Karen Osburn, City Manager

Date: 4/14/23

**Attest:**

  
JoAnne Cook, City Clerk

**Approved as to form:**

  
Kurt W. Christianson, City Attorney

**EXHIBIT "A"**  
**Legal Description of Property**

PARCEL NO. 1 (APN 401-25-002P):

A tract of land in the Southwest quarter of the Southeast quarter of Section 18, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the most Southerly corner of Lot 80, as said Lot is shown on the Map of Fairview Heights Plat Two and recorded in Case 1, Map 7, records of Coconino County, Arizona;

THENCE along the Southeasterly line of Lot 81 of said Fairview Heights Plat Two, South 27° 13' West, a distance of 75.0 feet, and along a curve to the right with a radius of 330.7 feet, a distance of 121.9 feet to the most Southerly corner of said Lot 81;

THENCE along the Northeasterly line of Lot 5 of Broken Arrow Heights, the map of which is recorded in Case 2, Map 150, records of Coconino County, Arizona, South 41° 38' 30" East, a distance of 150.0 feet to the Northerly line of Arrow Drive;

THENCE along said line of Arrow Drive and the Westerly line of right of way (right of way 66 feet wide) for State Highway 179, along a curve to the left with a radius of 480.7 feet, a distance of 177.3 feet, and North 27° 13' East, a distance of 75.0 feet;  
THENCE North 62° 47' West, a distance of 150.0 feet to the POINT OF BEGINNING.

EXCEPT all that portion of said property conveyed to State of Arizona, by and through its Department of Transportation in Warranty Deed recorded February 15, 2007 as Document No. 2007-3425789 of Official Records of Coconino County, Arizona.

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

PARCEL NO. 2 (APN 401-25-002N):

A tract of land in the Southwest quarter of the Southeast quarter of Section 18, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the most Southerly corner of Lot 80 as said lot is shown on the Map of Fairview Heights Plat Two and recorded in Case 1, Map 7, records of Coconino County, Arizona;

THENCE along the Southeasterly and Northeasterly lines of said Lot 80, North 27° 13' East, a distance of 220.7 feet, and North 39° 56' West, a distance of 77.5 feet to the Southeasterly line of Bowstring Drive;

THENCE along said line of Bowstring Drive, Northeasterly along a curve to the right with a radius of 617 feet, a distance of 272.7 feet to the Westerly line of State Highway 179 (Westerly line of right of way 66 feet wide);

THENCE Southwesterly along said highway line, along a curve to the right with a radius of 540.0 feet, as distance of 254.8 feet, and South 27° 13' West, a distance of 220.7 feet to a point that bears South 62° 47' East, from the POINT OF BEGINNING;

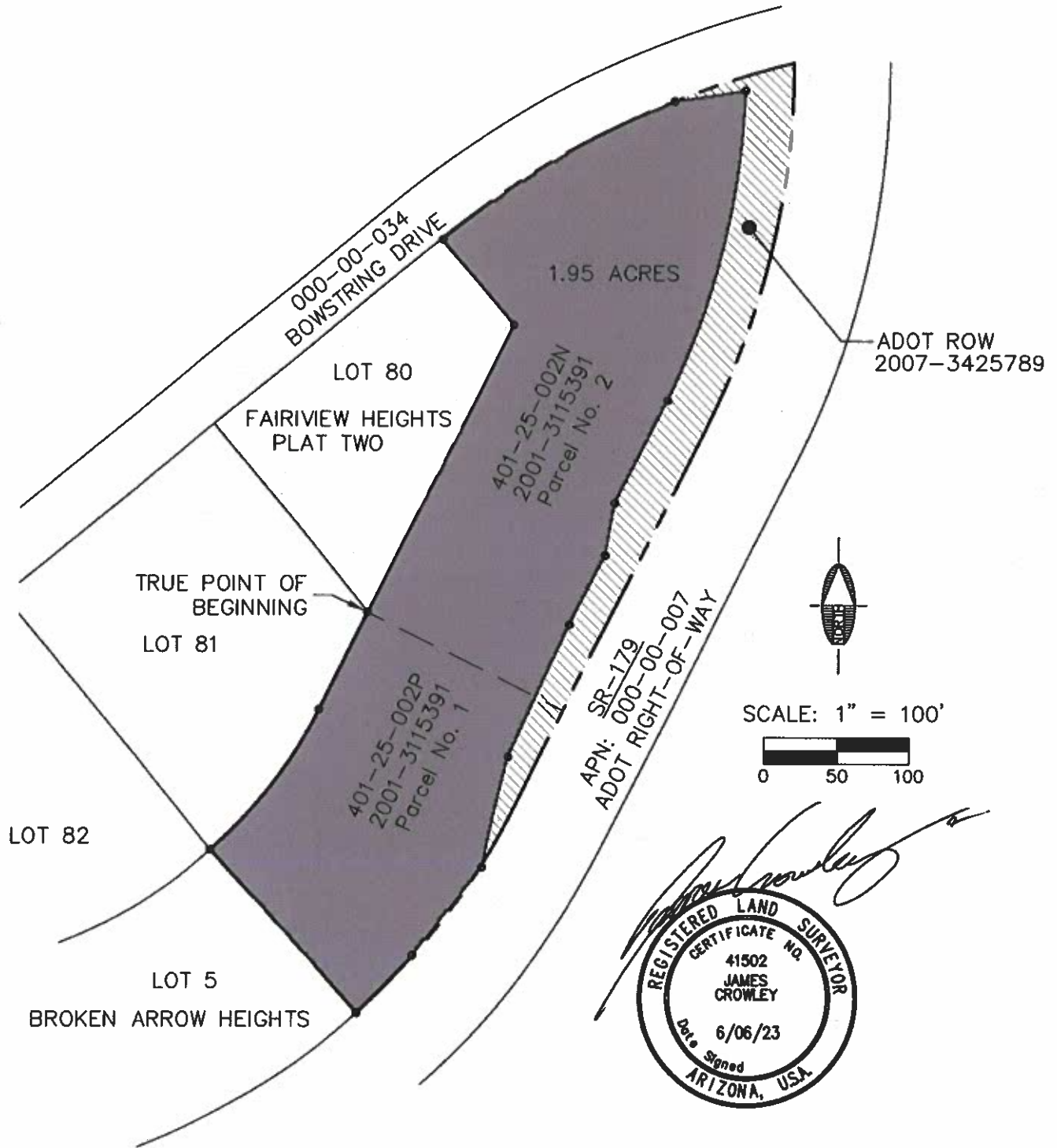
THENCE North 62° 46' West, a distance of 150.0 feet to the POINT OF BEGINNING.

EXCEPT all that portion of said property conveyed to State of Arizona, by and through its Department of Transportation in Warranty Deed recorded February 15, 2007 as Document No. 2007-3425789 of Official Records of Coconino County, Arizona.

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

PLOTTED: Jun 06, 2023-2:59pm

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION  
 A PORTION OF PARCEL 1 AND PARCEL 2 AS RECORDED IN INSTRUMENT  
 NUMBER 2001-3115391 OF THE COCONINO COUNTY RECORDER'S OFFICIAL  
 RECORDS. LYING IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, GILA  
 AND SALT RIVER MERIDIAN, CITY OF SEDONA, COCONINO COUNTY, ARIZONA.



CITY OF SEDONA  
 102 ROADRUNNER DRIVE  
 SEDONA, ARIZONA 86336

JOB NO.	PT-048
DATE	JUN23
SCALE	AS NOTED
DRAWN	RJC
DESIGN	N/A
CHECKED	RJC

BOWSTRING\_PARK\_RIDE  
 SEDONA COCONINO\_COUNTY  
 EXHIBIT\_TO\_ACCOMPANY  
 LEGAL\_DESCRIPTION  
 APN: 401-25-002N,-002P

SHEET  
 3  
 OF 3

**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)

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(Space Above for Recorder's Use)

Tax Parcel Number: 401-25-002N and 401-25-002P

**WARRANTY DEED**

Church of the Red Rocks ("Grantor"), an Arizona nonprofit corporation, 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 \_\_\_\_\_, 2023.

[Signatures on following page]



GRANTOR:

Church of the Red Rocks

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ . In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_