

RESOLUTION NO. 2023-30

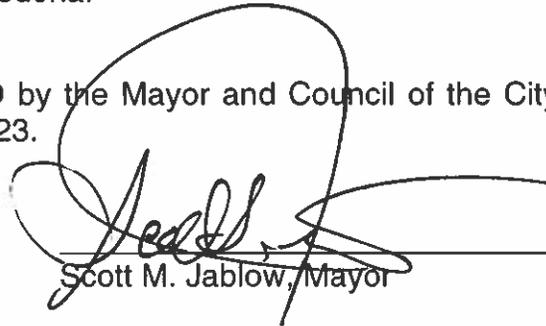
**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH THE STEPHANIE K.
PENMAN LIVING TRUST, TO RESOLVE ONGOING LITIGATION IN COCONINO
COUNTY SUPERIOR COURT CASE NUMBER CV2022-00079.**

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 the Stephanie K. Penman Living Trust to resolve ongoing litigation in Coconino County Superior Court Case No. CV202200079, 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 24th day of October, 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”), effective as of the date defined below, is made and entered into by and between the City of Sedona (“Sedona”), a municipal corporation, and Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie K. Penman Living Trust, Dated March 3, 2008 (“Penmans”). Sedona and the Penmans may be referred to herein individually as “Party” and collectively as “Parties.”

The purpose of this Agreement is to document the Parties’ agreement for the settlement of the litigation described below and Parties’ rights, obligations, and responsibilities arising thereby.

RECITALS

A. On February 28, 2022, Sedona initiated an action in eminent domain in the Superior Court of Arizona, Coconino County, Arizona (“Court”), CV2022-0000079 (“Litigation”). Sedona’s complaint therein seeks a final order of condemnation transferring to it fee title and easement rights to certain real property owned by the Penmans and described in and with the complaint.

B. The Penmans’ property at issue in the Litigation is located at 760 Forest Road, Sedona, Coconino County, Arizona 86336, parcel number 401.38.015.

C. On March 17, 2022, upon the Parties’ stipulation, the Court entered an order that determined that Sedona’s taking of property rights in the Litigation was for a public use authorized by law (roadway) and that the taking of such rights was necessary for that public use. Subsequent to the order, the only remaining matter to be determined in the Litigation is the just compensation owed for the taking.

D. On March 31, 2022, the Penmans filed their answer. Sedona’s complaint, the Penmans’ answer, and the other filings in the Litigation are incorporated by reference herein.

E. The Parties now desire to settle the Litigation’s remaining matter, on the terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stipulated Judgment In Condemnation.

1.1 In return for the property rights transfer described in Paragraph 2, below, and other consideration described herein, the Parties shall enter the Stipulated Judgment in Condemnation (“Judgment”), attached hereto as **Exhibit 1**, which the Parties approve hereby. The Parties intend the Judgment to allow for the Court’s subsequent entry of a Final Order of Condemnation

described in Paragraph 5 herein below, the entry of which will transfer fee title and easement rights to certain real property described and identified in the Judgment and in the exhibits attached thereto.

1.2. Upon execution of this Agreement, the Judgment shall be electronically signed by counsel for the Parties and lodged by Sedona with the Court.

1.3. The Parties consent to reference to this Agreement in the Judgment.

2. Special Warranty Deed – Just Compensation.

2.1. As consideration for the Penmans' entry of the Judgment described in Paragraph 1 herein above, and upon Sedona's receipt of the Court's approval and filing of the lodged Judgment, Sedona shall execute and record, and the Penmans shall accept thereby, the Special Warranty Deed ("Deed") attached hereto as **Exhibit 2**, which the Parties approve hereby. The Parties intend the Deed to transfer encumbered fee title rights to certain real property identified and described in the Deed and the exhibits attached thereto.

2.2. The Deed constitutes and it is full, complete, and total just compensation, including statutory interest, owed by Sedona to the Penmans for the taking of the real property at issue in the Litigation and identified and described in the Judgment and the related exhibit thereto. No other compensation, including any money of whatsoever amount, is owed by Sedona as result of the property takings.

2.3. The Deed includes a restriction encumbering the fee title rights transferred to the Penmans with the Deed and prohibiting the short term rental use of the transferred property, which is valid and effective upon recording of the Deed. The Penmans acknowledge the restriction on the use of the property.

2.4. The Deed includes a reservation of a sanitary sewer line easement encumbering the fee title rights transferred to the Penmans and reserving to Sedona the rights set forth in the easement reservation therein. The reserved easement rights are not transferred to the Penmans and the transferred fee title rights to the property are subject to the reserved easement rights. The location of the reserved easement is identified and described in the legal description and diagram referenced in and attached as Exhibit B to the Deed.

2.5. A copy of the recorded Deed shall be emailed and the original recording of the Deed shall be mailed to counsel for the Penmans.

2.6. Subsequent to the recording and acceptance of the Deed as referenced in this Section 2 above and the recording of the Final Order of Condemnation referenced in Section 5 below, the Penmans may assign any value associated with the transferred property rights thereby as they may deem reasonable and necessary.

3. Additional Consideration.

3.1. As additional consideration for the Penmans' entry of the Judgment as described in Paragraph 1 herein above, Sedona as part of its project construction or in relation to the project shall:

3.1.1. Construct a red rock retaining wall as located pursuant to Sedona City Code ("Code") from approximate station 22+70 to approximate 25+60 according to existing project plans;

3.1.2. Install/construct safety fencing on the top of the retaining wall referenced in Section 3.1.1 above and according to existing project plans;

3.1.3. In the event low level lighting is part of the existing project plans, install such lighting on the planned walkway at the Penmans' property;

3.1.4. Install as part of the replacement landscaping at the Penman property and in addition to any such landscaping in existing project plans 24 15-gallon juniper trees and hydroseeding and consult with the Penmans regarding the location of replacement landscaping;

3.1.5. Acknowledge hereby that the Penmans shall have the right to approve the design of the safety fencing referenced in Section 3.1.2 above within options available pursuant to Code, Sedona durability needs, and in compliance with AASHTO 13.8;

3.1.6. Recommend approval of a Code-compliant security gate at the Penman property and Design Review Approval for such gate; and

3.1.7. Install a Code-compliant sign marking the continuation of private Forest Road road from the new public roadway.

3.2. Any failure of or by Sedona related to the additional consideration described in Section 3.1 herein above does not invalidate in whole or in part the Judgment and the Final Order described herein.

4. Satisfaction of Judgment. Upon emailing of the copy of the recorded Deed to counsel for the Penmans, the Penmans through counsel shall promptly file with the Court the Satisfaction of Judgment ("Satisfaction"), attached hereto as **Exhibit 3**, which the Parties approve hereby. A copy of the filed Satisfaction shall be emailed to counsel for Sedona.

5. Final Order of Condemnation.

5.1. Upon receipt of a copy of the filed Satisfaction, Sedona shall lodge with the Court the Final Order of Condemnation ("Final Order") attached hereto as **Exhibit 4**, which the Parties approve hereby.

5.2. Sedona shall record or cause to be recorded in Coconino County, Arizona, the executed Final Order and shall provide a copy of such recording to counsel for the Penmans.

6. Release of Lis Pendens. Following recording of the Final Order, Sedona will record or cause to be recorded a Release of Lis Pendens (“Release”). Sedona will provide a copy of the recorded Release to counsel for the Penmans.

7. No Future Promises. Other than as expressly recited herein, neither Party has agreed to or undertaken any other obligation or commitment to the other.

8. Mutual Release: As consideration for the agreements set forth herein, Sedona and the Penmans hereby release, waive, acquit and forever discharge each other, and any and all agents, attorneys, employees, successors, heirs, executors, servants and assigns of the other, from any and all past, present and/or future claims, demands, actions, causes of action, amounts owed to, and/or damages of any kind sustained or claimed to have been sustained in, arising out of, or related to those matters addressed in the Litigation. This is, and is intended to be, a full and final release and discharge of all claims, demands, and causes of action, past, present or future (both known and unknown, and the consequences thereof, whether developed or undeveloped), that the Parties may have or claim in any manner against each other arising out of or related to those matters addressed in the Litigation and/or which in any manner arise out of or relate to Sedona’s taking of property, which is the subject of the Litigation.

9. Attorneys’ Fees and Costs. Each party shall bear its own attorneys’ fees and costs in connection with the Litigation and this Agreement.

10. Full and Complete Understanding. This Agreement constitutes the complete and final agreement between the Parties pertaining to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, and understandings of the Parties, whether oral or written are hereby superseded and incorporated herein.

11. Governing Law, Venue & Fees. This Agreement is negotiated and entered into within the State of Arizona, and shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona. Any litigation over this Agreement shall be brought only in the Superior Court of Arizona, Coconino County. The prevailing Party in any such action shall be paid all reasonable costs, expenses, and attorneys’ fees by the other Party.

12. Amendments. This Agreement may not be modified except by a written amendment signed by all of the Parties to the Agreement.

13. Severability. If any provision of this Agreement is, to any extent, found to be invalid or unenforceable, the remainder of this Agreement will not be affected by the invalidity or unenforceability. In such event, the Parties agree to reform this Agreement to conform as nearly as possible to the original intent of the Parties as set forth herein.

14. Authority to Execute Agreement. Each Party expressly represents and warrants that the persons signing below are authorized to execute this Agreement on its behalf. Further, each Party acknowledges that it is executing this Agreement solely upon reliance on its knowledge, belief, and judgment and with the advice of counsel and not upon any representation made by the other Party or others on its behalf.

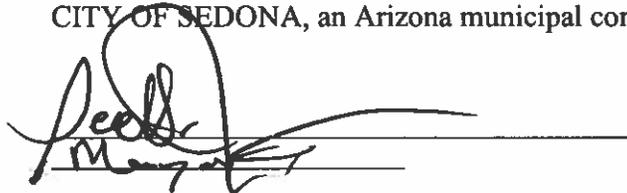
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. A facsimile signature shall have the same force and effect as an original signature.

16. No Recording. This Agreement shall not be recorded.

17. Effective Date. The effective date of this agreement shall be the latest of the dates to the Parties signatures as shown below.

WHEREFORE, each Party signing below acknowledges that he/she has read the foregoing Agreement, understands its terms, and freely and voluntarily signs the same, intending to be legally bound by this agreement.

CITY OF SEDONA, an Arizona municipal corporation



Date: 10-25-23

DocuSigned by:
Mac Penman
159B16A4DA944E2
M. S. "Mac" Penman, Trustee
Date: 10/3/2023 | 5:03 AM MST

DocuSigned by:
Stephanie K Penman
C2C0335C947B494
Stephanie Penman, Trustee
Date: 10/11/2023 | 5:51 AM MST

EXHIBIT 1

Stipulated Judgment In Condemnation

[to be attached]

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

6 Russell R. Rea (AZ State Bar No. 014616)
7 rusty@mccalaw.com

8 *Attorneys for Plaintiff City of Sedona*

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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.

STEPHANI K. PENMAN and M. S.
PENMAN, TRUSTEES OF THE
STEPHANIE K. PENMAN LIVING
TRUST, DATED MARCH 3, 2008;
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 CV202200079

**STIPULATED JUDGMENT IN
CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Assigned to the Hon. Stacy Krueger)

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

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

1 diagram), Exhibit 2 (Permanent Slope Easement with legal description and diagram), and
2 Exhibit 3 (Sanitary Sewer Easement with legal description and diagram) and Exhibit 4
3 (Temporary Construction Easement with legal description and diagram) attached hereto
4 (collectively, “subject property”); and it appearing that the only persons having any right,
5 title, claim, or interest in any award for damages by reason of the taking of the subject
6 property are Defendants Stephanie K. Penman and M. S. Penman, Trustees of the Stephanie
7 K. Penman Living Trust, dated March 3, 2008 (“Trustee Defendants”);

8 IT IS HEREBY ORDERED:

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

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

19 3. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the
20 real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in
21 the Permanent Slope Easement, at Exhibit 2 attached hereto, the Sanitary Sewer Easement,
22 at Exhibit 3 attached hereto, and the Temporary Construction Easement, at Exhibit 4 attached
23 hereto, and to the portions of the real property described more particularly in each of Exhibit
24 2, Exhibit 3, and Exhibit 4 therein, and Defendants and all others with legal notice of the
25 Complaint, are forever barred and stopped from asserting any right, title, claim, or interest

1 adverse or inconsistent with the fee title and easement rights acquired to the above-described
2 property.

3 4. That Plaintiff and Trustee Defendants have entered a separate settlement
4 agreement providing, in lieu of payment of a certain sum of money from Plaintiff to Trustee
5 Defendants, for the transfer of certain property rights from Plaintiff to Trustee Defendants
6 by Special Warranty Deed with deed restriction and reserved sanitary sewer easement; and
7 that such transfer of property rights by Plaintiff to Trustee Defendants, by the recording of
8 the foregoing Special Warranty Deed with deed restriction and reserved sanitary sewer
9 easement, constitutes and it is the total just compensation, including statutory interest, owed
10 by Plaintiff for the judgment and for the vesting in Plaintiff of the fee title and easement
11 rights as described in Section 3 herein above.

12 5. Upon the recording of the Special Warranty Deed referenced in Section 4
13 herein above, which shall occur as soon after the entry of this judgment as is practically
14 possible, Trustee Defendants shall file a Satisfaction of Judgment allowing a Final Order of
15 Condemnation to be entered.

16 6. The Clerk is directed to release to Plaintiff sums in the amount of \$241,128
17 deposited with the Clerk by Plaintiff on April 7, 2022, and interest accrued thereon if any.

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

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

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Hon. Stacy Krueger
Judge of the Superior Court

1 Approved as to Form and Content

2 Murphy Cordier Casale Axel, PLC

3 By: /s/ Russell R. Rea

4 Russell R. Rea
5 4647 N. 32nd Street, Suite 150
6 Phoenix, Arizona 85108

7 Jackson White, P.C.

8 By: /s/ Anthony H. Misseldine

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

10

11

12 E-filed through www.azturbocourt.gov
13 and a COPY e-mailed this ___th day of _____ 2023 to:

13

14 Anthony H. Misseldine, Esq.

15 Jackson White, P.C.

40 North Center Street, Suite 200

16 Mesa, Arizona 85201

AMisseldine@jacksonwhitelaw.com

17 *Attorneys for Defendants Stephanie K. Penman and*

18 *M. S. Penman, Trustees of the Stephanie K. Penman*

Living Trust, Dated March 3, 2008

19 Mark D. Byrnes, Esq.

Deputy County Attorney

20 Coconino County Attorney's Office

110 East Cherry Avenue

21 Flagstaff, Arizona 86001

22 mbyrnes@coconino.az.gov

Attorneys for Defendant Coconino County

23

24 /s/ Tiffany J. Hayes

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Exhibit 1

[Warranty Deed with legal description and diagram (6 pages)]

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WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-015

WARRANTY DEED

STEPHANIE K. PENMAN AND M S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, ("Grantor"), 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 _____, 2021.

[Signatures on following page]

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GRANTOR:

STEPHANIE K. PENMAN LIVING TRUST

Authorized Agent

Date: _____

State of _____)

County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by
_____ In witness whereof I hereunto set my hand and official seal

Notary Public

My commission expires: _____

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Schedule A
[legal description. see attached]

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LEGAL DESCRIPTION

Right-of-Way
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7;

Thence South 01°08'23" East, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) to the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being the beginning of a non-tangent curve concave to the southeast, having a radius of 39.48 feet to which the radius point bears South 21°01'56" East;

Thence southwesterly along the arc of said curve 16.90 along the southerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County, through a central angle of 24°31'11"

Thence South 44°35'56" West, 148.33 feet along said line;

Thence South 44°36'34" West, 98.78 feet along said line to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 44°04'27" West;

Thence southwesterly and northwesterly along the arc of said curve 93.57 feet along said line, through a central angle of 84°18'30";

Thence N 50°08'48" W, 7.52 feet along said line;

Thence North 42°14'15" West, 0.66 feet along said line the beginning of a non-tangent curve concave to the southeast, having a radius of 63.59 feet to which the radius point bears South 41°06'14" East;

Thence leaving said line northeasterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to the beginning of a curve concave northwest, having a radius of 85.00 feet ;

Thence northeasterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22";

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

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Thence northeasterly along the arc of said curve 71.32 feet, through a central angle of 30°16'06"
to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 11.76 feet along said line to the **TRUE POINT OF
BEGINNING.**

Containing 14,872 ± feet² or 0.34 Acres.

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

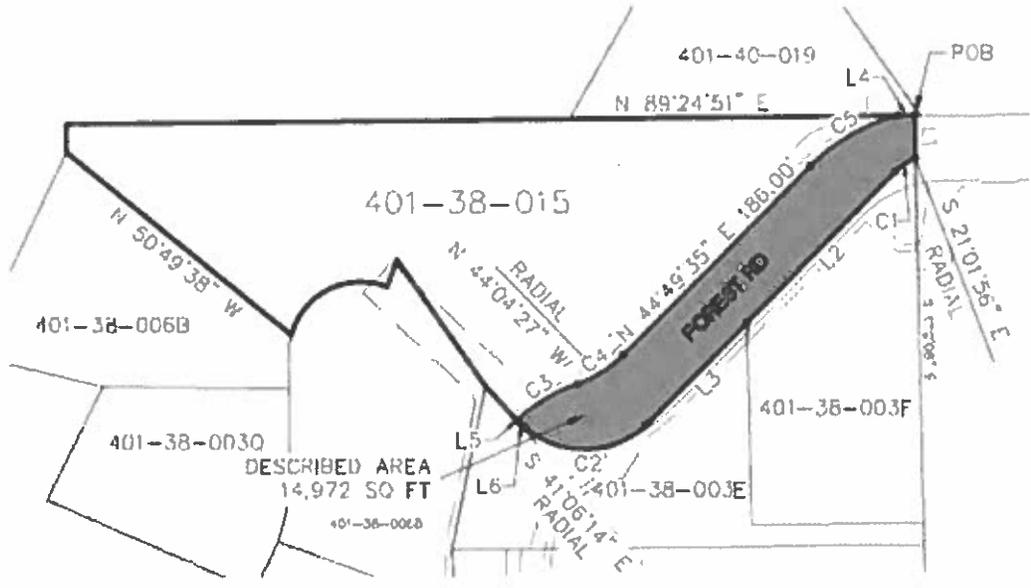


Sheet 2 of 3

PLOTTED MAR 17, 2023 9:46am

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



Curve Table			
Curve #	Length	Radius	Delta
C1	16.90	39.48	24°31'11"
C2	93.57	63.59	84°18'30"
C3	50.31	135.00	21°21'12"
C4	37.72	85.00	25°25'22"
C5	71.32	135.00	30°16'06"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	148.33	S 44°35'56" W
L3	98.78	S 44°36'34" W
L4	11.76	N 89°24'51" E
L5	0.66	N 42°14'15" W
L6	7.52	N 50°08'48" W



SCALE: 1" = 100'



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 Shephard & Associates, Inc.	771 W. WOOD RD Suite 102 Flagstaff, AZ 86001 928.541.8643 928.541.4378 fax www.swiinc.com	JOB NO: 20260 DATE: 2/9/2024 SCALE: 1"=100' TITLE:	COCONINO COUNTY ARIZONA FOREST ROAD	SHEET 2 OF 2
		APN: 401-38-015 LEGAL DESCRIPTION		

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Exhibit 2

[Permanent Slope Easement with legal description and diagram (7 pages)]

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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:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

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, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("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.

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East and the TRUE POINT OF BEGINNING;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 4.38 feet along said line;

Thence leaving said line North 52°28'29" East, 24.59 feet;

Thence North 38°58'06" East, 49.81 feet;

Thence North 44°56'33" East, 211.82 feet;

Thence North 61°20'31" East, 45.29 feet to a point on the northerly line of said parcel;

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Thence North 89°24'51" East, 16.51 feet along said line to the **TRUE POINT OF BEGINNING.**

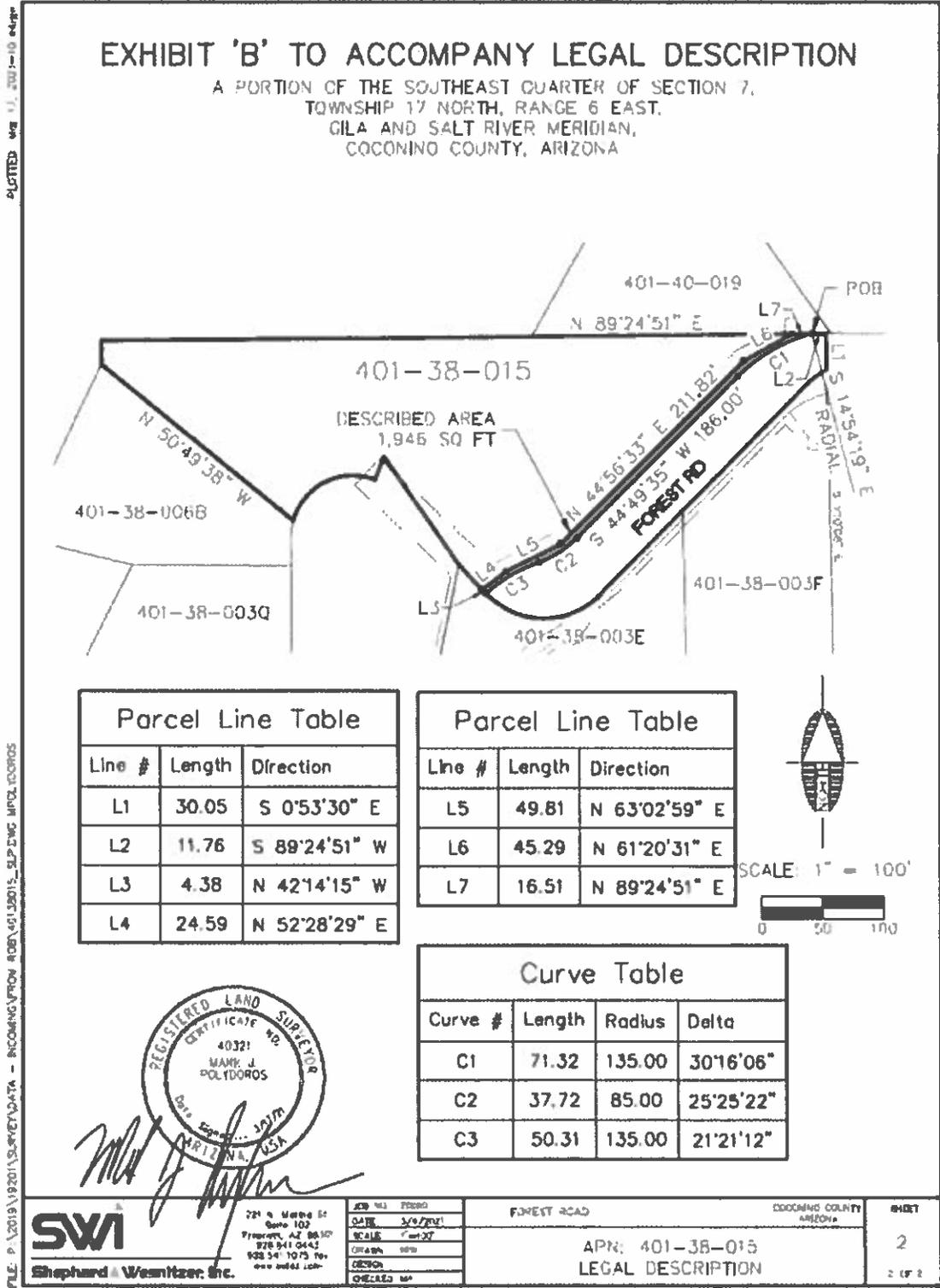
Containing 1.946 ± feet² or 0.04 Acres.

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



Sheet 2 of 3

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Exhibit 3

[Sanitary Sewer Easement with legal description and diagram (8 pages)]

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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:
Sanitary Sewer Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

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

SANITARY SEWER EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a sanitary sewer easement (the "Easement") for purposes of constructing, installing, operating, and maintaining a municipal sanitary sewer collection system upon, across, over, and under 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, alter, repair, replace, and maintain the sanitary sewer facilities 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 such sanitary sewer facilities. 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 and to restore the same in a reasonable manner and condition consistent with the customary operations of a municipal sanitary sewer collection system.

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, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the sanitary sewer facilities installed in accordance herewith. Any such fence Grantor constructs and erects shall be at Grantor's own risk, and any damage thereto resulting from the Grantee's reasonable use of and access to the Easement granted hereby shall be the sole responsibility of the Grantor.

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Sanitary Sewer Easement
APN: 401-38-015
Job # 10201 03/17/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet.

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32" to the **TRUE POINT OF BEGINNING**;

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 66.52 feet along said line;

Thence leaving said line South 47°01'30" East, 99.88 feet to the **TRUE POINT OF BEGINNING**;

Containing 971 ± feet².

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PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7, said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32";

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 107.49 feet along said line;

Thence South 20°56'11" West, 9.34 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence continuing South 20°56'11" West, 10.98 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50.00 feet to which the radius point bears South 21°27'32" West;

Thence northwesterly along the arc of said curve along said line 4.76 feet, through a central angle of 05°27'02";

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Thence leaving said line North 42°58'30" East, 12.08 feet,

Thence South 47°01'30" East, 0.24 feet to the TRUE POINT OF BEGINNING.

Containing 27 ± feet².

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

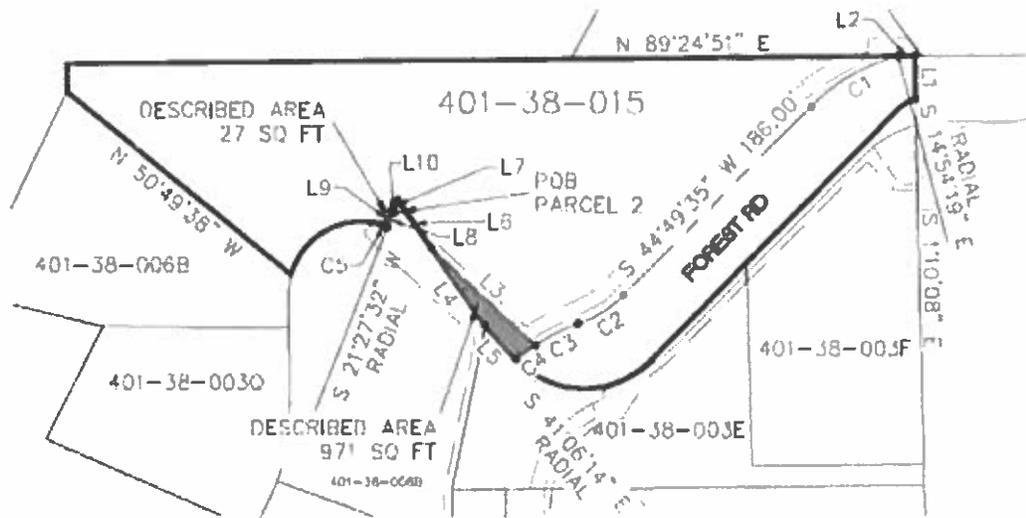


Sheet 3 of 4

PLOTTED MAP 17, 2021-2-25/PP

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



Curve Table

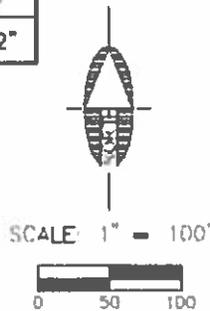
Curve #	Length	Radius	Delta
C3	33.32	135.00	14°08'31"
C2	37.72	85.00	25°25'22"
C1	71.32	135.00	30°16'06"
C4	16.99	135.00	7°12'41"
C5	4.76	50.00	5°27'02"

Parcel Line Table

Line #	Length	Direction
L1	30.05	N 0°53'30" W
L2	11.76	S 89°24'51" W
L3	99.88	S 47°01'30" E
L4	66.52	N 34°49'19" W
L5	32.16	N 42°14'15" W
L6	40.97	S 34°49'19" E
L7	9.34	S 20°56'11" W
L8	10.98	S 20°56'11" W
L9	12.08	N 42°58'30" E
L10	0.24	S 47°01'30" E



Mark J. Polychoros



FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROS\40138015_SWR.DWG -POLY.DWG

<p>Shepard A. Wesitzer, Inc.</p>	771 N. MESA ST SUITE 100 PHOENIX, AZ 85001 602.541.0443 602.541.1378 fax www.swi.com	JOB NO: 20192 DATE: 3/2/2021 SCALE: 1"=100' DRAWN: BPP CHECKED: MP	FOREST ROAD COCONINO COUNTY ARIZONA	SHEET 4 4 of 6
	APN: 401-38-015 LEGAL DESCRIPTION			

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Exhibit 4

[Temporary Construction Easement with legal description and diagram (8 pages)]

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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:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

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, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("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.

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Schedule A
[legal description. see attached]

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the **TRUE POINT OF BEGINNING**;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence leaving said line South 47°01'30" East, 109.25 feet;

Thence North 52°28'29" East, 5.51 feet;

Thence North 63°02'59" East, 49.15 feet;

Thence North 44°56'33" East, 211.67 feet;

Thence North 61°20'31" East, 27.98 feet to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 21.25 feet along said line to the **TRUE POINT OF BEGINNING**.

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Containing 4,459 ± feet² or 0.10 Acres.

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7, said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County.

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence continuing North 34°49'19" West, 17.31 feet along said line;

Thence South 20°56'11" West, 3.95 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence continuing South 20°56'11" West, 16.37 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50 feet to which the radius point bears South 22°07'45" West;

Thence northwesterly along the arc of said curve 10.51 feet along said line, through a central angle of 12°02'37";

Thence leaving said line, North 42°58'30" East, 19.92 feet;

Thence South 47°01'30" East, 3.21 feet to the **TRUE POINT OF BEGINNING**.

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Containing 116 ± feet.

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



Sheet 3 of 4

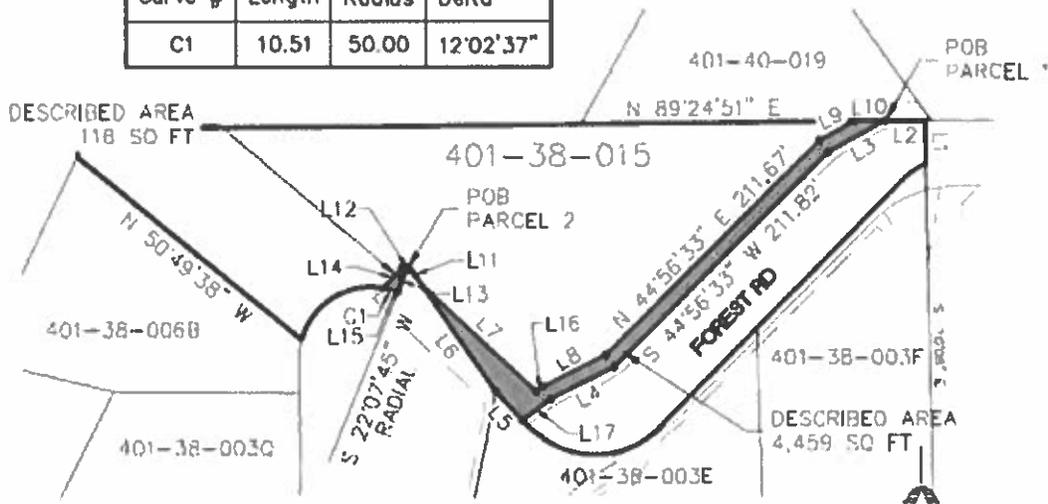
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

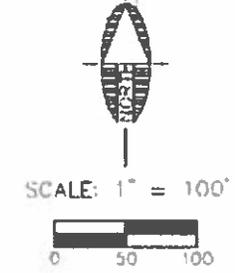
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Curve Table			
Curve #	Length	Radius	Delta
C1	10.51	50.00	12°02'37"



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	28.27	S 89°24'51" W
L3	45.29	S 61°20'31" W
L4	49.81	S 63°02'59" W
L5	27.77	N 42°14'15" W
L6	90.18	N 34°49'19" W
L7	109.25	S 47°01'30" E
L8	49.15	N 63°02'59" E
L9	27.98	N 61°20'31" E

Parcel Line Table		
Line #	Length	Direction
L10	21.25	N 89°24'51" E
L11	17.31	N 34°49'19" W
L12	3.95	S 20°56'11" W
L13	16.37	S 20°56'11" W
L14	19.92	N 42°58'30" E
L15	3.21	S 47°01'30" E
L16	5.51	N 52°28'29" E
L17	24.59	S 52°28'29" W



 Shepherd & Wesnitze, Inc.	221 N. Maple St Suite 100 Prescott, AZ 86301 928.541.5443 878.541.1973 fax www.swi.com	DATE: 3/9/2021 SCALE: 1"=100' DRAWN: SWI CHECKED: SWI PLOTTED: SWI	FOREST ROAD COCONINO COUNTY ARIZONA APN: 401-38-015 LEGAL DESCRIPTION	SHEET 4 OF 4

EXHIBIT 2

Special Warranty Deed, With Deed Restriction And Reserved Sanitary Sewer Easement

(to be attached)

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-006B

SPECIAL WARRANTY DEED

For consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received, THE CITY OF SEDONA, an Arizona municipal corporation ("Grantor"), hereby grants and conveys to STEPHANIE K. PENMAN AND M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST , DATED MARCH 3, 2008 (collectively, "Grantee"), all right, title, and interest in and to certain real property ("Property") situated in Coconino County, Arizona, and legally described as follows:

SEE **EXHIBIT 1** ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF;

Together with all rights and privileges appurtenant thereto;

But such property area shall be subject to the rights, title, and interest of Grantor reserved herein for a sanitary sewer line easement as identified, defined, and described below, *along with such other easement rights incidental thereto*;

Subject to non-delinquent taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and rights and interests which would be disclosed by an inspection and/or an accurate survey;

Subject also to the following Prohibition of Short-Term Rentals Deed Restriction and Covenant imposed herewith and hereby: The rental, exchange, use, or sale of the Property or of any dwelling unit on the Property, including an accessory dwelling unit, guest unit, or the primary single family dwelling for a period of less than thirty (30) days is prohibited (the "Deed Restriction"); the City of Sedona may enforce the provisions of this Deed Restriction through any proceedings at law or in equity, and in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, assignment, or tax sale, this Deed Restriction shall remain in full force and effect, shall run with and burden the land and shall constitute a condition of the subdivision and land use approval which shall survive any sale of the Property.

Upon recording of this Special Warranty Deed, Grantee and any subsequent transferee, assignee, or subsequent owner of the Property, acknowledge and agree to the foregoing Deed Restriction.

Grantor binds itself and its successors to warrant and defend title as against the acts of Grantor herein and no other, subject to the matters referred to herein.

RESERVED SANITARY SEWER LINE EASEMENT

Grantor expressly reserves to itself and its successors and assigns and does not transfer to Grantee with the special warranty deed, above, a non-exclusive easement (“Easement”) in, on, over, across, upon, and under the lands described in **EXHIBIT 2** attached hereto (“Easement Property”), for the purposes of constructing, installing, operating, and maintaining sanitary sewer lines upon, across, over, and under the surface of the Easement Property.

Grantor hereby retains and does not transfer the right to construct, install, operate, repair, replace, maintain, and remove any sanitary sewer lines and facilities installed pursuant to this Reserved Sanitary Sewer Line Easement, and to add or alter such sanitary sewer lines and facilities at any reasonable time, and to enter upon the Easement Property at all appropriate times and places in connection with the normal operations of the Grantor and the construction, use, installation, and maintenance of such sanitary sewer lines and facilities.

Grantee shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement Property; nor shall Grantee 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 Grantor; provided, however that Grantee may construct and erect fences within the limits of the Easement Property in a manner which will not unreasonably interfere with the access by the Grantor to the sanitary sewer lines and facilities installed in accordance herewith; provided, however, that Grantee shall construct and erect any such fence at its own risk and any damage thereto resulting from Grantor’s reasonable use of the Easement Property retained hereby shall be the sole responsibility of the Grantee.

Grantor agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement Property and to restore the Easement Property in a reasonable manner consistent with the customary operations of a municipal sewer utility. 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.

The Easement and access rights granted and/or reserved in this Special Warranty Deed are intended to touch and concern the Property. The Easement and Access rights shall run with the Property and be binding on Grantee and its successors in title in perpetuity.

[remainder of the page left intentionally blank,
with signatures below on the following page]

GRANTOR:

CITY OF SEDONA

By: _____
Scott M. Jablow, Mayor

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2023, the foregoing instrument was acknowledged before me by Scott M. Jablow, Mayor of the CITY OF SEDONA, an Arizona municipal corporation ("City"), on behalf of the City.

Notary Public

My commission expires:

EXHIBIT 1

[Special Warranty Deed legal description and diagram]

(to be attached)

Legal Description
Parcel 1
APN: 401-38-006B
SWI Job #223225
July 31, 2023

The following is a description of a parcel of land lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point;

Thence South 0°57'02" East, 23.73 feet to a point;

Thence North 89°30'56" West, 129.98 feet to a point;

Thence North 77°06'18" West, 95.00 feet to a point;

Thence North 25°09'26" East, 157.00 feet to the True Point of Beginning;

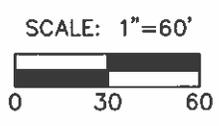
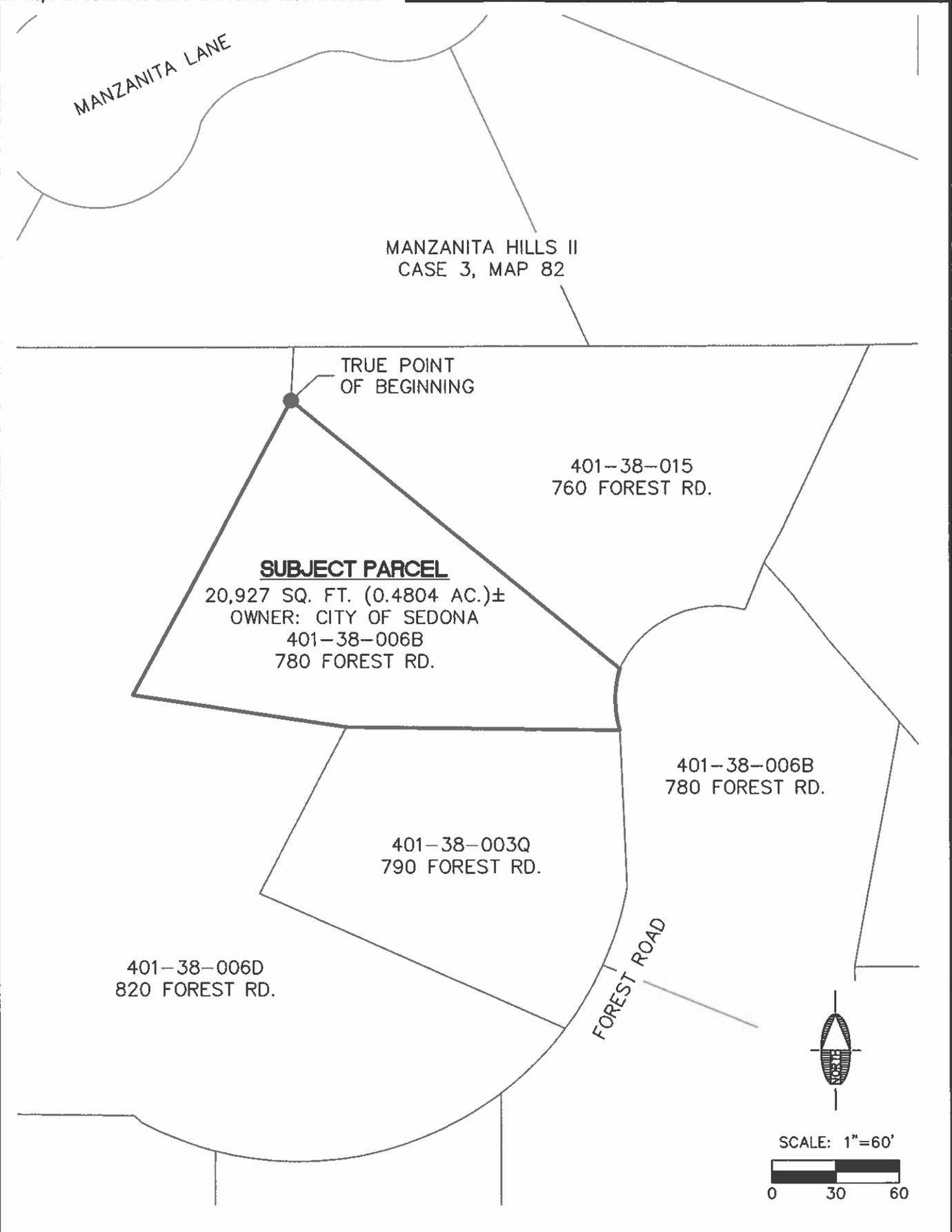
Containing 20,927 square feet (0.4804 acres) more or less.

This legal description was prepared without the benefit of a boundary survey.



PLOTTED: Aug 01, 2023-7:18am

FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B.dwg SW-C3D-2023



 Shephard Wesnitzer, Inc. www.swiaz.com	75 Kellaf Place Sedona, AZ 86336 928.282.1061 928.282.2058 fax	JOB NO. 223225 DATE JULY 2023 SCALE AS SHOWN DRAWN AMR DESIGN CHECKED AMR	CITY OF SEDONA SEDONA ARIZONA EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION APN: 401-38-006B 780 FOREST ROAD	SHEET 2 OF 2
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EXHIBIT 2

[Sanitary Sewer Line Easement legal description and diagram]

(to be attached)

Legal Description
Sewer Easement
APN: 401-38-006B
SWI Job #223225
September 7, 2023

The following is a description of a strip of land, 10 feet in width, lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point of non-tangency;

Thence South 0°57'02" East, 23.73 feet to a point of non-tangency;

Thence North 89°30'56" West, 10.00 feet to a point of non-tangency;

Thence North 0°57'02" West, 26.81 feet to a point of non-tangency;

Thence North 51°10'51" West, 195.59 feet to a point of non-tangency;

Thence North 25°09'26" East, 16.47 feet to the True Point of Beginning;

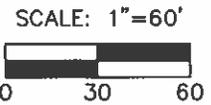
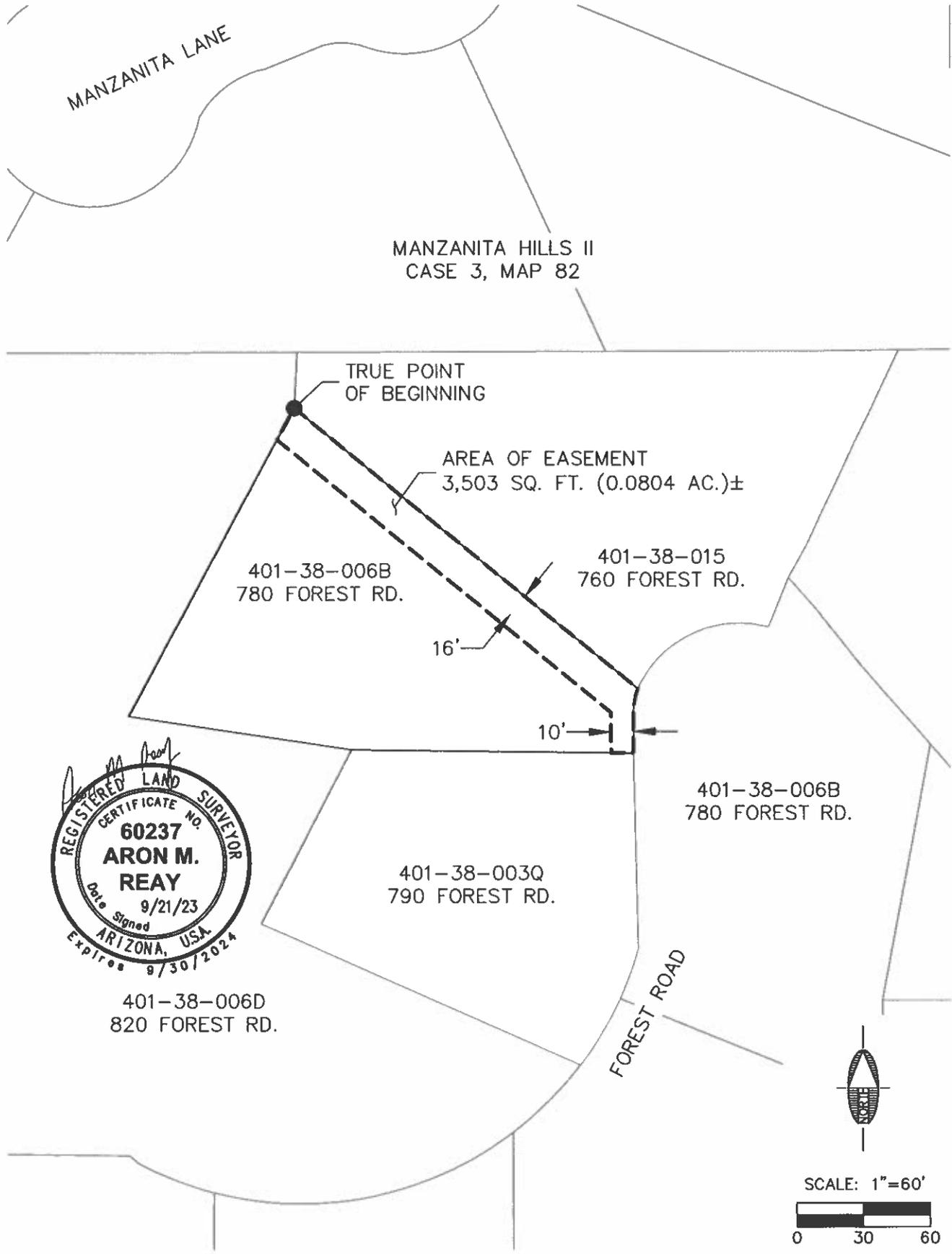
Containing 3,503 square feet, more or less (0.0804 acres), more or less.

This legal description was prepared without the benefit of a boundary survey.



PLOTTED: Sep 21, 2023-12:11pm

FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B Sewer.dwg SWI-C3D-2023



SWI
Shephard Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax
www.swiaz.com

JOB NO.	223225
DATE	SEPT. 2023
SCALE	AS SHOWN
DRAWN	AMR
DESIGN	
CHECKED	AMR

CITY OF SEDONA
SEDONA ARIZONA
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED SEWER EASEMENT
APN: 401-38-006B\780 FOREST ROAD

SHEET
2
OF 2

EXHIBIT 3

Satisfaction of Judgment

(to be attached)

1 **JACKSON WHITE, P.C.**
2 40 North Center Street, Suite 200
3 Mesa, Arizona 85201
4 T: (480) 464-1111
5 F: (480) 464-5692
6 Attorneys for Defendants Penman Trust
7 By: Anthony H. Misseldine, SBN 011625

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
11 of the State of Arizona,

12 Plaintiff,

13 vs.

14 STEPHANIE K. PENMAN and M. S.
15 PENMAN, TRUSTEES OF THE
16 STEPHANIE K. PENMAN LIVING
17 TRUST, DATED MARCH 3, 2008;
18 COCONINO COUNTY, a political
19 subdivision of the State of Arizona; JOHN
20 DOES 1-10; JANE DOES 1-10; ABC
21 COMPANIES 1-10; ABC
22 CORPORATIONS 1-10; and ABC
23 PARTNERSHIPS 1-10,

24 Defendants.

Case No. S0300 CV202200079

SATISFACTION OF JUDGMENT

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Assigned to the Hon. Stacy Krueger)

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

23 ...

24
25
26

1 DATED this ___ day of _____, 2023.

2

JACKSON WHITE, P.C.

3

By /s/ Anthony H. Misseldine

4

Anthony H. Misseldine
*Attorneys for Defendants Stephanie K.
Penman and M. S. Penman, Trustees of the
Stephanie K. Penman Living Trust, Date
March 3, 2008*

5

6

7

8

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

9

10

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

11

12

13

14

Mark D. Byrnes, Esq.
Deputy County Attorney
Coconino County Attorney's Office
110 East Cherry Avenue
Flagstaff, Arizona 86001
mbyrnes@coconino.az.gov
Attorneys for Defendant Coconino County

15

16

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18

19

By: _____

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EXHIBIT 4

Final Order of Condemnation

(to be attached)

WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-006B

SPECIAL WARRANTY DEED

For consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received, THE CITY OF SEDONA, an Arizona municipal corporation ("Grantor"), hereby grants and conveys to STEPHANIE K. PENMAN AND M. S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST , DATED MARCH 3, 2008 (collectively, "Grantee"), all right, title, and interest in and to certain real property ("Property") situated in Coconino County, Arizona, and legally described as follows:

SEE **EXHIBIT 1** ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF;

Together with all rights and privileges appurtenant thereto;

But such property area shall be subject to the rights, title, and interest of Grantor reserved herein for a sanitary sewer line easement as identified, defined, and described below, *along with such other easement rights incidental thereto*;

Subject to non-delinquent taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, and rights and interests which would be disclosed by an inspection and/or an accurate survey;

Subject also to the following Prohibition of Short-Term Rentals Deed Restriction and Covenant imposed herewith and hereby: The rental, exchange, use, or sale of the Property or of any dwelling unit on the Property, including an accessory dwelling unit, guest unit, or the primary single family dwelling for a period of less than thirty (30) days is prohibited (the "Deed Restriction"); the City of Sedona may enforce the provisions of this Deed Restriction through any proceedings at law or in equity, and in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, assignment, or tax sale, this Deed Restriction shall remain in full force and effect, shall run with and burden the land and shall constitute a condition of the subdivision and land use approval which shall survive any sale of the Property.

Upon recording of this Special Warranty Deed, Grantee and any subsequent transferee, assignee, or subsequent owner of the Property, acknowledge and agree to the foregoing Deed Restriction.

Grantor binds itself and its successors to warrant and defend title as against the acts of Grantor herein and no other, subject to the matters referred to herein.

RESERVED SANITARY SEWER LINE EASEMENT

Grantor expressly reserves to itself and its successors and assigns and does not transfer to Grantee with the special warranty deed, above, a non-exclusive easement (“Easement”) in, on, over, across, upon, and under the lands described in **EXHIBIT 2** attached hereto (“Easement Property”), for the purposes of constructing, installing, operating, and maintaining sanitary sewer lines upon, across, over, and under the surface of the Easement Property.

Grantor hereby retains and does not transfer the right to construct, install, operate, repair, replace, maintain, and remove any sanitary sewer lines and facilities installed pursuant to this Reserved Sanitary Sewer Line Easement, and to add or alter such sanitary sewer lines and facilities at any reasonable time, and to enter upon the Easement Property at all appropriate times and places in connection with the normal operations of the Grantor and the construction, use, installation, and maintenance of such sanitary sewer lines and facilities.

Grantee shall not erect or construct, or permit to be erected or constructed, any building or other structure within the limits of the described Easement Property; nor shall Grantee 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 Grantor; provided, however that Grantee may construct and erect fences within the limits of the Easement Property in a manner which will not unreasonably interfere with the access by the Grantor to the sanitary sewer lines and facilities installed in accordance herewith; provided, however, that Grantee shall construct and erect any such fence at its own risk and any damage thereto resulting from Grantor’s reasonable use of the Easement Property retained hereby shall be the sole responsibility of the Grantee.

Grantor agrees to use reasonable efforts to prevent damage to the existing property within the limits of the Easement Property and to restore the Easement Property in a reasonable manner consistent with the customary operations of a municipal sewer utility. 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.

The Easement and access rights granted and/or reserved in this Special Warranty Deed are intended to touch and concern the Property. The Easement and Access rights shall run with the Property and be binding on Grantee and its successors in title in perpetuity.

[remainder of the page left intentionally blank,
with signatures below on the following page]

GRANTOR:

CITY OF SEDONA

By: _____

Scott M. Jablow, Mayor

STATE OF ARIZONA)

) ss.

County of Yavapai)

On this 1st day of November, 2023, the foregoing instrument was acknowledged before me by Scott M. Jablow, Mayor of the CITY OF SEDONA, an Arizona municipal corporation ("City"), on behalf of the City.

Jo Anne Cook
Notary Public

My commission expires:

February 06, 2027

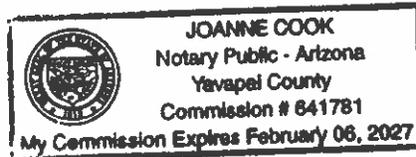


EXHIBIT 1

[Special Warranty Deed legal description and diagram]

(to be attached)

Legal Description
Parcel 1
APN: 401-38-006B
SWI Job #223225
July 31, 2023

The following is a description of a parcel of land lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

Commencing at the southwest corner of Manzanita Hills II as recorded in Case 3, Map 82, from which, the southeast corner of said Manzanita Hills II bears North 89°16'32" East (R1 and Basis of Bearings for this description);

Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point;

Thence South 0°57'02" East, 23.73 feet to a point;

Thence North 89°30'56" West, 129.98 feet to a point;

Thence North 77°06'18" West, 95.00 feet to a point;

Thence North 25°09'26" East, 157.00 feet to the True Point of Beginning;

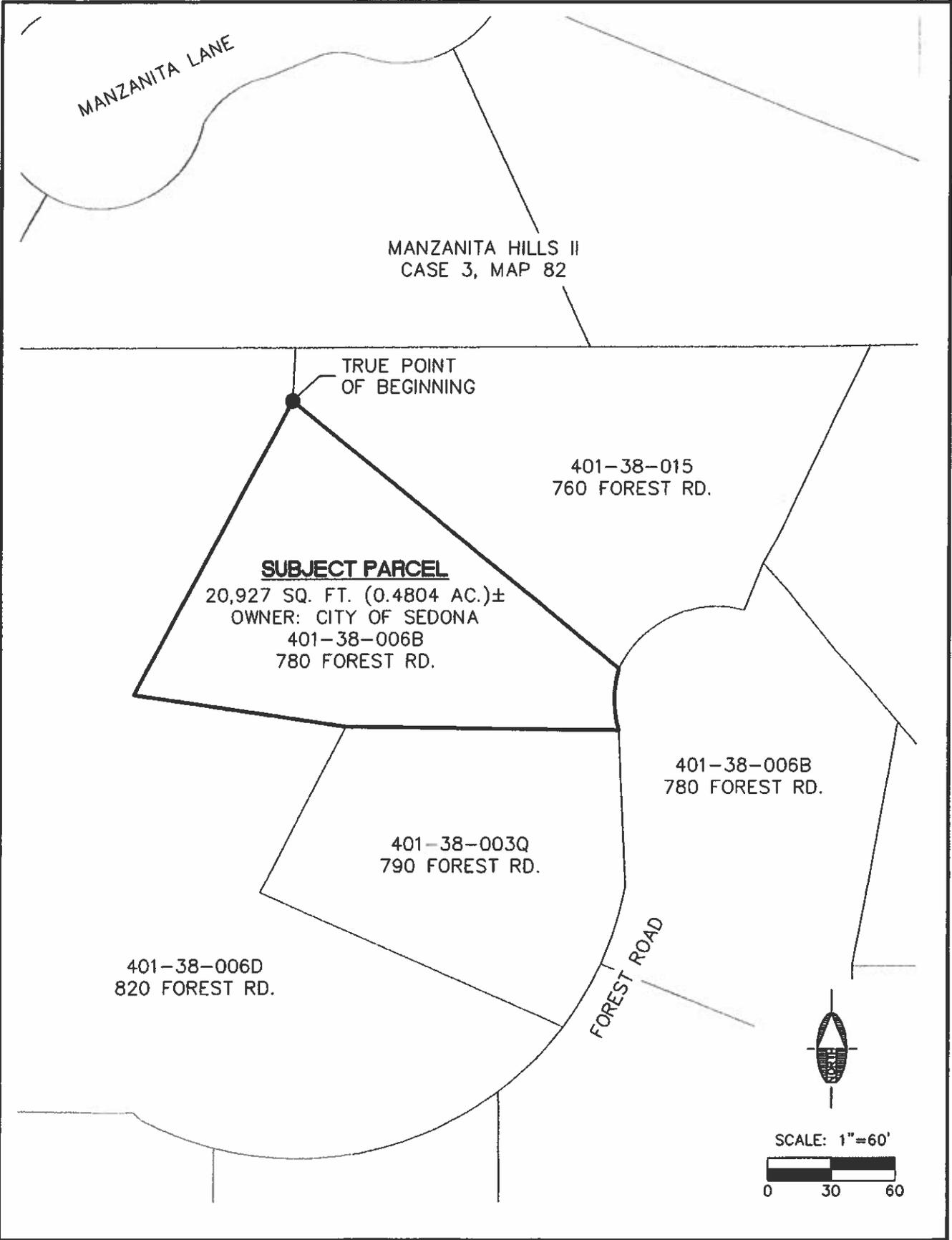
Containing 20,927 square feet (0.4804 acres) more or less.

This legal description was prepared without the benefit of a boundary survey.



PLOTTED: Aug 01, 2023-7:18am

FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B.dwg SWI-C3D-2023



Shephard & Wesnitzer, Inc.

75 Kellief Place
 Sedona, AZ 86336
 928.282.1061
 928.282.2058 fax
 www.awioz.com

JOB NO.	223225
DATE	JULY 2023
SCALE	AS SHOWN
DRAWN	AMR
DESIGN	
CHECKED	AMR

CITY OF SEDONA

SEDONA
 ARIZONA

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
 APN: 401-38-006B
 780 FOREST ROAD

SHEET

2

OF 2

EXHIBIT 2

[Sanitary Sewer Line Easement legal description and diagram]

(to be attached)

Legal Description
Sewer Easement
APN: 401-38-006B
SWI Job #223225
September 7, 2023

The following is a description of a strip of land, 10 feet in width, lying in Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, City of Sedona, Coconino County, Arizona; being a portion of APN: 401-38-006B; described as "Parcel 1" in Reception Number 3782285 in the Coconino County Recorder's official records (referred to hereafter as R1), more particularly described as follows.

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Thence North 89°16'32" East, 372.91 feet to a point on the south line of said Manzanita Hills II;

Thence South 0°43'28" East, 20.00 feet to the True Point of Beginning;

Thence South 51°10'51" East, 202.12 feet to the beginning of a non-tangent curve concave easterly, said curve has a radius of 50.00 feet, to which a radial line bears North 73°36'19" West;

Thence southerly along said curve through a central angle of 16°14'29" an arc distance of 14.17 feet to a point of non-tangency;

Thence South 0°57'02" East, 23.73 feet to a point of non-tangency;

Thence North 89°30'56" West, 10.00 feet to a point of non-tangency;

Thence North 0°57'02" West, 26.81 feet to a point of non-tangency;

Thence North 51°10'51" West, 195.59 feet to a point of non-tangency;

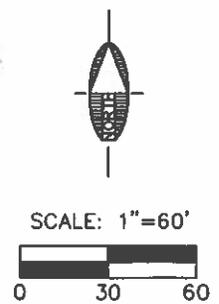
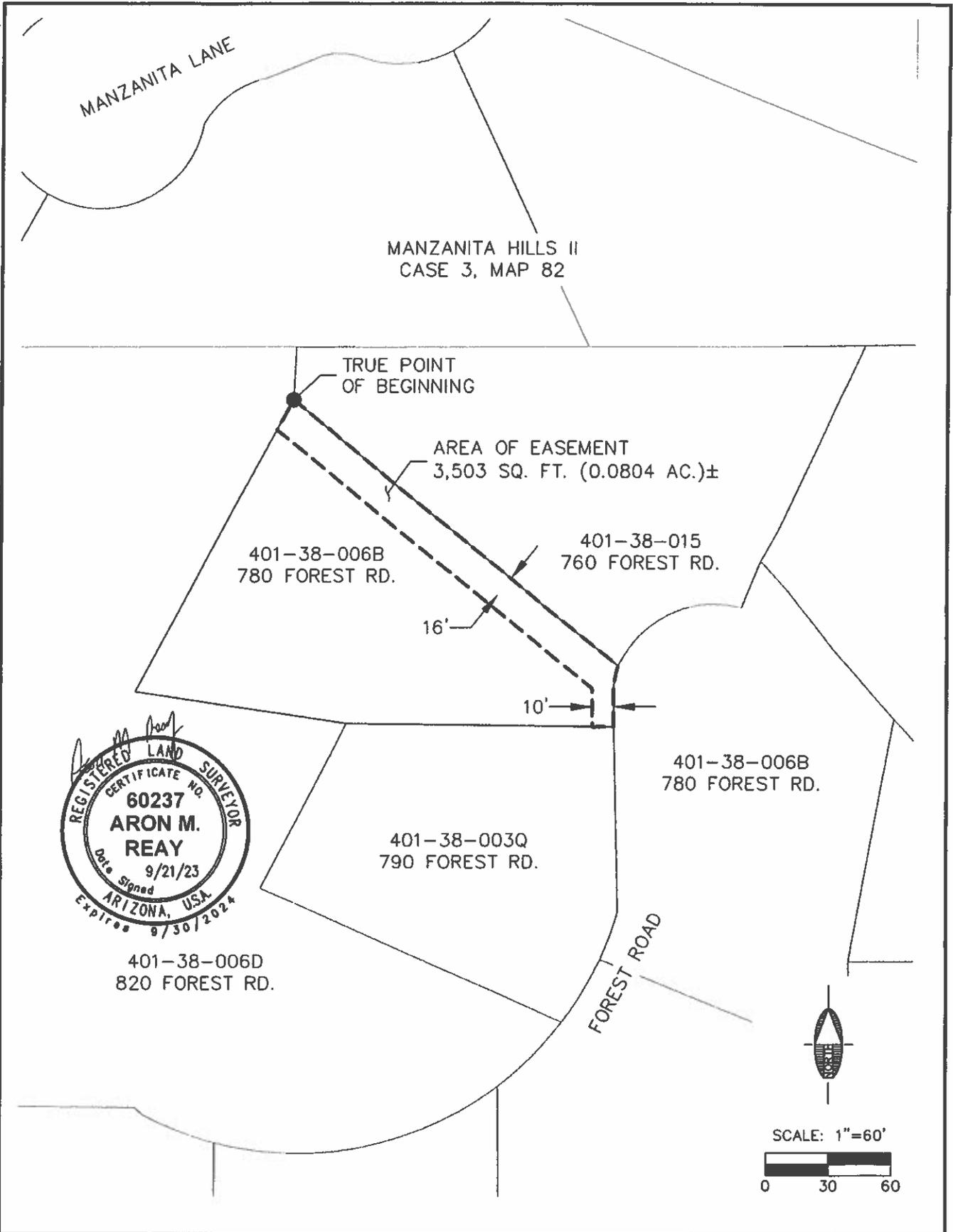
Thence North 25°09'26" East, 16.47 feet to the True Point of Beginning;

Containing 3,503 square feet, more or less (0.0804 acres), more or less.

This legal description was prepared without the benefit of a boundary survey.



PLOTTED: Sep 21, 2023-12:11pm



FILE: P:\2023\223225\Survey\Legal Descriptions\223225 LD 401-38-006B Sewer.dwg SWI-C3D-2023

 Shephard & Wesnitzer, Inc.	75 Kallof Place Sedona, AZ 86338 928.282.1061 928.282.2058 fax www.swiaz.com	JOB NO. 223225 DATE SEPT. 2023 SCALE AS SHOWN DRAWN AMR DESIGN CHECKED AMR	CITY OF SEDONA SEDONA ARIZONA EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION PROPOSED SEWER EASEMENT APN: 401-38-006B\780 FOREST ROAD	SHEET 2 OF 2
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1 **MURPHY CORDIER CASALE AXEL PLC**
2 4647 North 32nd Street, Suite 150
3 Phoenix, Arizona 85018
4 Telephone (602) 274-9000
5 Facsimile (602) 795-5896

6 Russell R. Rea (AZ State Bar No. 014616)
7 rusty@mccalaw.com

8 *Attorneys for Plaintiff City of Sedona*

9
10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF COCONINO**

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

14 **Plaintiff,**

15 **vs.**

16 **STEPHANIE K. PENMAN and M. S.**
17 **PENMAN, TRUSTEES OF THE**
18 **STEPHANIE K. PENMAN LIVING**
19 **TRUST, DATED MARCH 3, 2008;**
20 **COCONINO COUNTY, a political**
21 **subdivision of the State of Arizona; JOHN**
22 **DOES 1-10; JANE DOES 1-10; ABC**
23 **COMPANIES 1-10; ABC**
24 **CORPORATIONS 1-10; and ABC**
25 **PARTNERSHIPS 1-10,**

26 **Defendants.**

Case No. S0300 CV202200079

FINAL ORDER OF
CONDEMNATION (CORRECTED)

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. 401.38.003E

(Hon. Elaine Fridlund-Horne)

20 It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in
21 Condemnation dated October 30, 2023, and pursuant to the further stipulation of the parties
22 regarding correction to a Final Order of Condemnation filed on November 7, 2023, this Court
23 may enter its Final Order of Condemnation (Corrected) at this time,

24 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that fee title and**
25 **easement rights, as are set forth in Exhibit 1 (Warranty Deed with legal description and**
26

1 diagram of fee title area), Exhibit 2 (Permanent Slope Easement with legal description and
2 diagram), Exhibit 3 (Sanitary Sewer Easement with legal description and diagram), and
3 Exhibit 4 (Temporary Construction Easement with legal description and diagram), all of
4 which Exhibits are attached hereto and incorporated herein by reference, and to the real
5 property identified and described in the foregoing referenced Exhibits, are hereby
6 condemned and vested in the Plaintiff, the City of Sedona.

7 DONE IN OPEN COURT this 15th day of November, 2023.

8
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eSigned by ELAINE FRIDLUND-HORNE, 11/15/2023 15:52:10 YwfBokZo

10 **Hon. Elaine Fridlund-Horne**
11 **Judge of the Superior Court**

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Exhibit 1

[Warranty Deed with legal description and diagram]

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WHEN RECORDED MAIL THIS
WARRANTY DEED TO:

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

(Space Above for Recorder's Use)

Tax Parcel Number: 401-38-015

WARRANTY DEED

STEPHANIE K. PENMAN AND M.S. PENMAN, TRUSTEES OF THE STEPHANIE K. PENMAN LIVING TRUST, ("Grantor"), 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 _____, 2021.

[Signatures on following page]

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GRANTOR:
STEPHANIE K. PENMAN LIVING TRUST

Authorized Agent
Date: _____

State of _____)
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2021, by _____ In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Right-of-Way
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7,

Thence South 01°08'23" East, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) to the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County. Said point being the beginning of a non-tangent curve concave to the southeast, having a radius of 39.48 feet to which the radius point bears South 21°01'56" East;

Thence southwesterly along the arc of said curve 16.90 along the southerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County, through a central angle of 24°31'11"

Thence South 44°35'56" West, 148.33 feet along said line;

Thence South 44°36'34" West, 98.78 feet along said line to the beginning of a non-tangent curve concave northerly, having a radius of 63.59 feet to which the radius point bears North 44°04'27" West;

Thence southwesterly and northwesterly along the arc of said curve 93.57 feet along said line, through a central angle of 84°18'30";

Thence N 50°08'48" W, 7.52 feet along said line;

Thence North 42°14'15" West, 0.66 feet along said line the beginning of a non-tangent curve concave to the southeast, having a radius of 63.59 feet to which the radius point bears South 41°06'14" East;

Thence leaving said line northeasterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to the beginning of a curve concave northwest, having a radius of 85.00 feet ;

Thence northeasterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22";

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet.

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Thence northeasterly along the arc of said curve 71.32 feet, through a central angle of 30°16'06" to a point on the northerly line of said parcel.

Thence North 89°24'51" East, 11.76 feet along said line to the TRUE POINT OF BEGINNING.

Containing 14,872 ± feet² or 0.34 Acres.

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



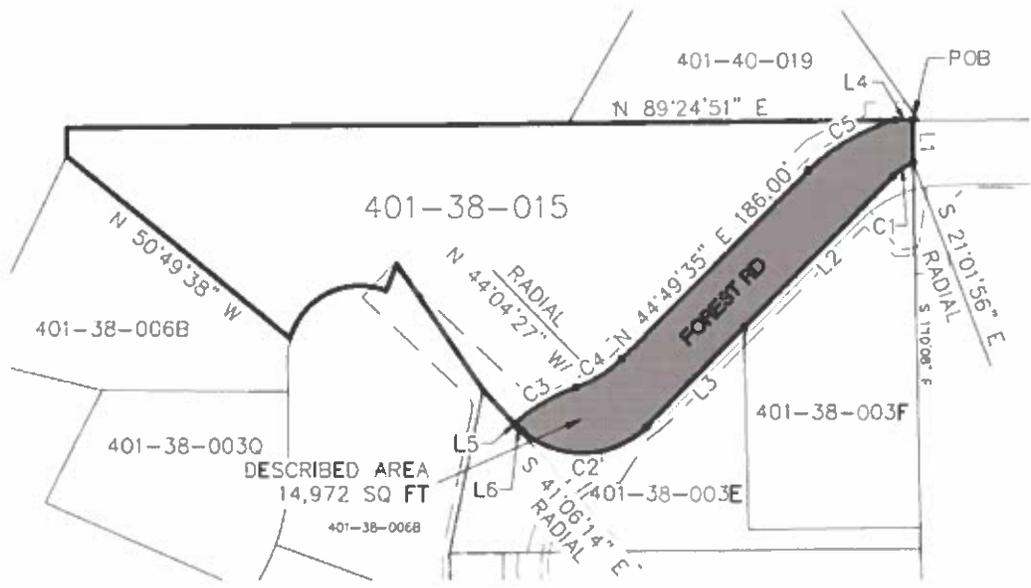
Sheet 2 of 3

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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



Curve Table			
Curve #	Length	Radius	Delta
C1	16.90	39.48	24°31'11"
C2	93.57	63.59	84°18'30"
C3	50.31	135.00	21°21'12"
C4	37.72	85.00	25°25'22"
C5	71.32	135.00	30°16'06"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	148.33	S 44°35'56" W
L3	98.78	S 44°36'34" W
L4	11.76	N 89°24'51" E
L5	0.66	N 42°14'15" W
L6	7.52	N 50°08'48" W



 Shepherd & Wesnitza, Inc.	221 N. McDowell St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1075 fax www.swi.com	JOB NO. 20060 DATE 3/4/2021 SCALE 1"=100' DRAWN RPR DESIGN CHECKED MP	FOREST ROAD COCONINO COUNTY ARIZONA	SHEET 2 2 OF 2
		APN: 401-38-015 LEGAL DESCRIPTION		

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Exhibit 2

[Permanent Slope Easement with legal description and diagram]

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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:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

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, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("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.

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7, said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East and the TRUE POINT OF BEGINNING;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 50.31 feet, through a central angle of 21°21'12" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 4.38 feet along said line;

Thence leaving said line North 52°28'29" East, 24.59 feet;

Thence North 38°58'06" East, 49.81 feet;

Thence North 44°56'33" East, 211.82 feet;

Thence North 61°20'31" East, 45.29 feet to a point on the northerly line of said parcel;

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Thence North 89°24'51" East, 16.51 feet along said line to the **TRUE POINT OF BEGINNING**.

Containing 1,946 ± feet² or 0.04 Acres.

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



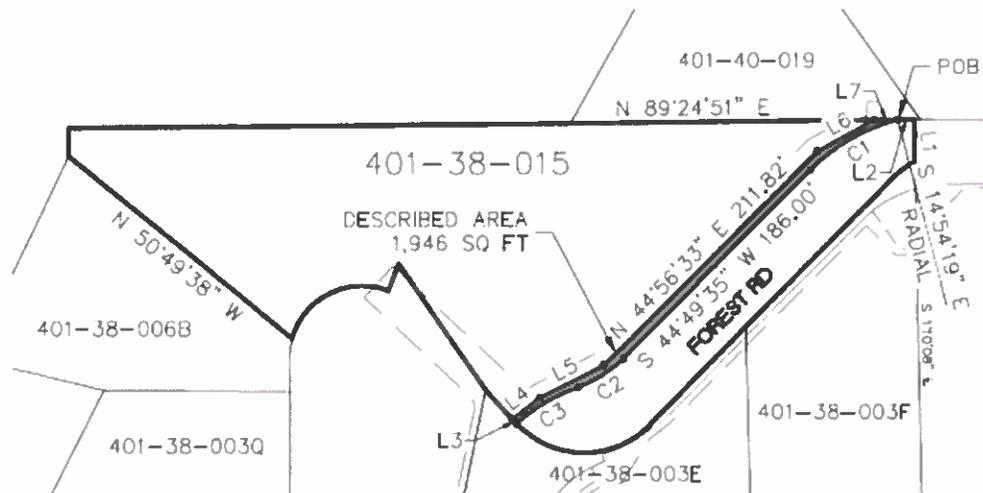
Sheet 2 of 3

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

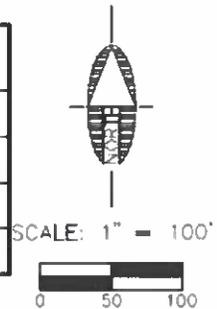
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	11.76	S 89°24'51" W
L3	4.38	N 42°14'15" W
L4	24.59	N 52°28'29" E

Parcel Line Table		
Line #	Length	Direction
L5	49.81	N 63°02'59" E
L6	45.29	N 61°20'31" E
L7	16.51	N 89°24'51" E

Curve Table			
Curve #	Length	Radius	Delta
C1	71.32	135.00	30°16'06"
C2	37.72	85.00	25°25'22"
C3	50.31	135.00	21°21'12"



Mark J. Polydoros



221 N. Marble St.
Suite 102
Prescott, AZ 86301
928-541-0443
928-541-1075 fax
www.swdz.com

JOB NO. 20080
DATE 3/4/2021
SCALE 1"=100'
DRAWN RPB
DESIGN
CHECKED MP

FOREST ROAD

COCONINO COUNTY
ARIZONA

APN: 401-38-015
LEGAL DESCRIPTION

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Exhibit 3

[Sanitary Sewer Easement with legal description and diagram]

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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:
Sanitary Sewer Easement

Parties:
City of Sedona

and:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:

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

APN: 401-38-015

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

SANITARY SEWER EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("Grantor") does hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a sanitary sewer easement (the "Easement") for purposes of constructing, installing, operating, and maintaining a municipal sanitary sewer collection system upon, across, over, and under 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, alter, repair, replace, and maintain the sanitary sewer facilities 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 such sanitary sewer facilities. 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 and to restore the same in a reasonable manner and condition consistent with the customary operations of a municipal sanitary sewer collection system.

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, however, construct and erect fences within the limits of the Easement in a manner which will not unreasonably interfere with the access by the Grantee to the sanitary sewer facilities installed in accordance herewith. Any such fence Grantor constructs and erects shall be at Grantor's own risk, and any damage thereto resulting from the Grantee's reasonable use of and access to the Easement granted hereby shall be the sole responsibility of the Grantor.

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION

Sanitary Sewer Easement

APN: 401-38-015

Job # 10201 03/17/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7, said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32" to the **TRUE POINT OF BEGINNING**;

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 66.52 feet along said line;

Thence leaving said line South 47°01'30" East, 99.88 feet to the **TRUE POINT OF BEGINNING**;

Containing 971 ± feet².

Sheet 1 of 4

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PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 11.76 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the beginning of a non-tangent curve concave to the southeast, having a radius of 135.00 feet to which the radius point bears South 14°54'19" East;

Thence leaving said line southwesterly along the arc of said curve 71.32, through a central angle of 30°16'06"

Thence South 44°49'35" West, 186.00 feet to the beginning of a curve concave northwest, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 37.72 feet, through a central angle of 25°25'22" feet to the beginning of a curve concave to the southeast, having a radius of 135.00 feet;

Thence southwesterly along the arc of said curve 33.32 feet, through a central angle of 14°08'32";

Thence continuing southwesterly along the arc of said curve 16.99 feet, through a central angle of 07°12'41" to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 32.16 feet along said line;

Thence North 34°49'19" West, 107.49 feet along said line;

Thence South 20°56'11" West, 9.34 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence continuing South 20°56'11" West, 10.98 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50.00 feet to which the radius point bears South 21°27'32" West;

Thence northwesterly along the arc of said curve along said line 4.76 feet, through a central angle of 05°27'02";

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Thence leaving said line North 42°58'30" East, 12.08 feet;

Thence South 47°01'30" East, 0.24 feet to the TRUE POINT OF BEGINNING.

Containing 27 ± feet².

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



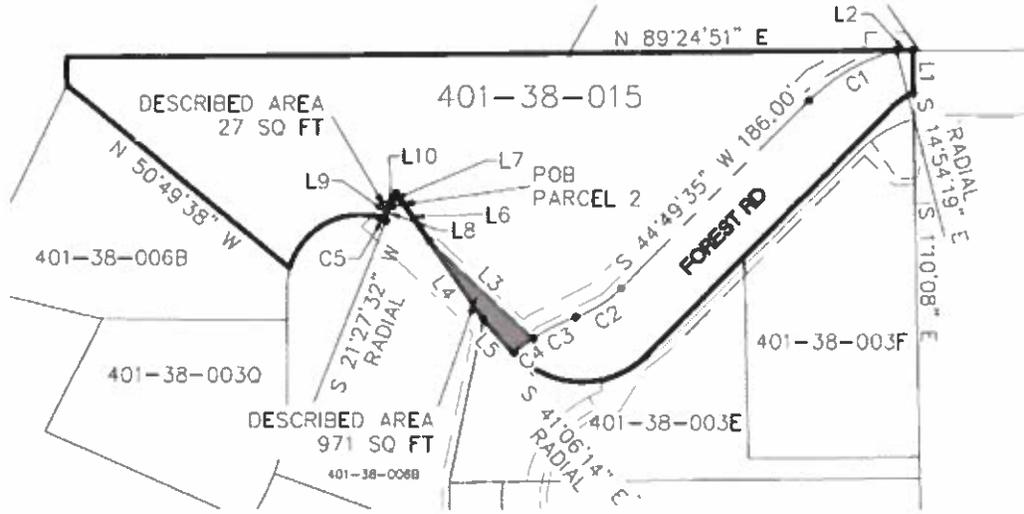
Sheet 3 of 4

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PLOTTED: Mar 17, 2021 - 2:38pm

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



Curve Table			
Curve #	Length	Radius	Delta
C3	33.32	135.00	14°08'31"
C2	37.72	85.00	25°25'22"
C1	71.32	135.00	30°16'06"
C4	16.99	135.00	7°12'41"
C5	4.76	50.00	5°27'02"

Parcel Line Table		
Line #	Length	Direction
L1	30.05	N 0°53'30" W
L2	11.76	S 89°24'51" W
L3	99.88	S 47°01'30" E
L4	66.52	N 34°49'19" W
L5	32.16	N 42°14'15" W
L6	40.97	S 34°49'19" E
L7	9.34	S 20°56'11" W
L8	10.98	S 20°56'11" W
L9	12.08	N 42°58'30" E
L10	0.24	S 47°01'30" E



Mark J. Polydoros



SCALE: 1" = 100'



FILE: P:\2019\19201\SURVEY\DATA - INCOMING\FROM ROB\40138015_SWR.DWG MPOLYDOROS

 Shepherd & Associates, Inc.	221 N. Weber St Suite 102 Phoenix, AZ 85001 928.541.0443 928.541.1075 fax www.swi.com	JOB NO: 20089 DATE: 3/4/2021 SCALE: 1"=100' DRAWN: RMR CHECK: MF	FOREST ROAD COCONINO COUNTY ARIZONA	SHEET 4 4 OF 4
	APN: 401-38-015 LEGAL DESCRIPTION			

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Exhibit 4

[Temporary Construction Easement with legal description and diagram]

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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:
the Stephanie K. Penman Living Trust

Assessor's Parcel Number:
401-38-015

County:
Coconino

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When Recorded Return to:
Sedona City Clerk's Office
102 Roadrunner Drive
Sedona, AZ 86336

APN: 401-38-015

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, Stephanie K. Penman and M.S. Penman, Trustees of the Stephanie K. Penman Living Trust ("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.

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Schedule A
[legal description, see attached]

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-38-015
Job # 10201 03/16/2021

A parcel of land lying in Section 7, Township 17 North, Range 6 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7; said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County to the **TRUE POINT OF BEGINNING**;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence leaving said line South 47°01'30" East, 109.25 feet;

Thence North 52°28'29" East, 5.51 feet;

Thence North 63°02'59" East, 49.15 feet;

Thence North 44°56'33" East, 211.67 feet;

Thence North 61°20'31" East, 27.98 feet to a point on the northerly line of said parcel;

Thence North 89°24'51" East, 21.25 feet along said line to the **TRUE POINT OF BEGINNING**.

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Containing 4,459 ± feet² or 0.10 Acres.

PARCEL 2:

COMMENCING at the northeast corner of the northeast quarter of the northwest quarter of the southeast quarter of said section 7, said point bears North 01°08'23" West, 30.05, basis of bearing (North 01°02'31" West, 29.72 feet record) from the northeast corner of that parcel of land recorded in Instrument Number 3851936 Official Records of Coconino County;

Thence South 89°24'51" West, 28.27 feet along the northerly line of that parcel of land recorded in Instrument Number 3860862 Official Records of Coconino County;

Thence leaving said line South 61°20'31" West, 45.29 feet;

Thence South 44°56'33" West, 211.82 feet;

Thence South 63°02'59" West, 49.82 feet;

Thence South 52°28'29" West, 24.59 feet to a point on the southerly line of said parcel;

Thence North 42°14'15" West, 27.77 feet along said line;

Thence North 34°49'19" West, 90.18 feet along said line;

Thence continuing North 34°49'19" West, 17.31 feet along said line;

Thence South 20°56'11" West, 3.95 feet along said line to the **TRUE POINT OF BEGINNING**;

Thence continuing South 20°56'11" West, 16.37 feet along said line to the beginning of a non-tangent curve concave to the southwest, having a radius of 50 feet to which the radius point bears South 22°07'45" West;

Thence northwesterly along the arc of said curve 10.51 feet along said line, through a central angle of 12°02'37";

Thence leaving said line, North 42°58'30" East, 19.92 feet;

Thence South 47°01'30" East, 3.21 feet to the **TRUE POINT OF BEGINNING**.

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Containing 116 ± feet².

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

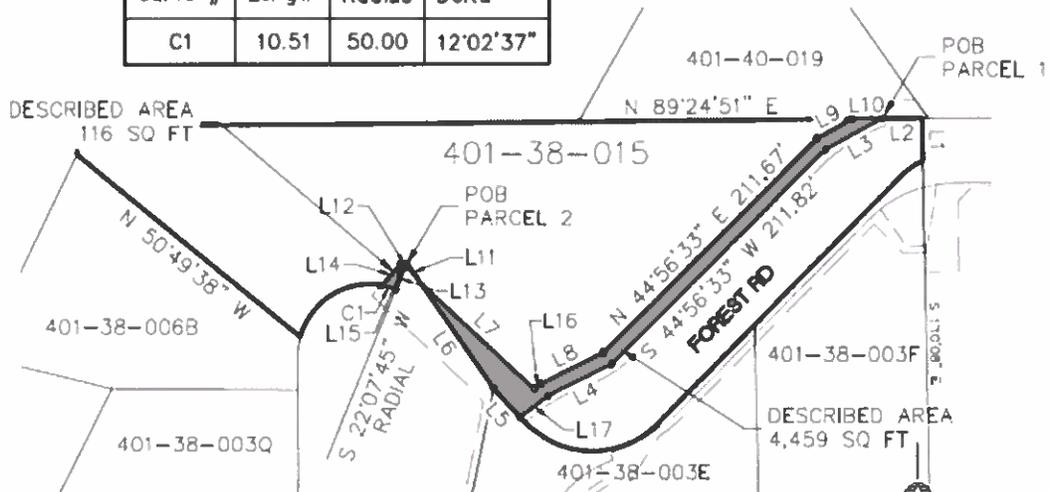


Sheet 3 of 4

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

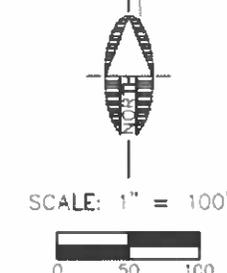
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

Curve Table			
Curve #	Length	Radius	Delta
C1	10.51	50.00	12°02'37"



Parcel Line Table		
Line #	Length	Direction
L1	30.05	S 0°53'30" E
L2	28.27	S 89°24'51" W
L3	45.29	S 61°20'31" W
L4	49.81	S 63°02'59" W
L5	27.77	N 42°14'15" W
L6	90.18	N 34°49'19" W
L7	109.25	S 47°01'30" E
L8	49.15	N 63°02'59" E
L9	27.98	N 61°20'31" E

Parcel Line Table		
Line #	Length	Direction
L10	21.25	N 89°24'51" E
L11	17.31	N 34°49'19" W
L12	3.95	S 20°56'11" W
L13	16.37	S 20°56'11" W
L14	19.92	N 42°58'30" E
L15	3.21	S 47°01'30" E
L16	5.51	N 52°28'29" E
L17	24.59	S 52°28'29" W



 Shepherd & Associates, Inc.	221 N. Virginia St. Suite 102 Prescott, AZ 86301 928.541.0443 928.541.1078 fax www.swi-ar.com	JOB NO. 20080 DATE 3/4/2021 SCALE 1"=100' DRAWN RPH CHECKED MP	FOREST ROAD	COCONINO COUNTY ARIZONA	SHEET 4 4 OF 4
	APN: 401-38-015 LEGAL DESCRIPTION				

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