

**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF SEDONA AND MKC HOLDINGS, LLC**

This Development Agreement ("Agreement") is effective as of the 27th day of June, 2023 ("Effective Date"), by and between the CITY OF SEDONA, an Arizona municipal corporation ("City"), and MKC HOLDINGS, LLC, an Arizona limited liability company ("Property Owner").

RECITALS

- A. Property Owner owns certain real property located in Sedona, AZ, as more fully described in **Exhibit "A"**, attached hereto and made a part hereof ("Property").
- B. Property Owner intends to improve and develop the Property by constructing certain residential improvements consisting of 60 multi-family/townhouse apartment units ("Project").
- C. This Agreement is entered into by authority of A.R.S. § 9-500.5, the City finding that the consideration and commitments herein from and to the Property Owner and the City are justified based on other consideration provided hereby, including without limitation the economic benefits to the City and the overall community resulting from this Agreement and that this Agreement is consistent with the Sedona Community Plan in effect on the Effective Date of this Agreement.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the City and Property Owner agree as follows:

1. Shared Use Path Improvements.

1.1 Project Construction Costs. Property Owner shall provide the City an easement, substantially in the form as shown in **Exhibit "B"** attached hereto and made a part hereof ("Shared Use Path Easement"), for a public shared-use trail path along the southeast portion of the Property starting at Cantabile Street to the southern boundary then westerly to the west property line and shall at Property Owner's sole cost and expense, design, construct or cause to be constructed, and dedicate to the City the Shared Use Path (collectively the easement and Shared Use Path are referred to as the "SUP"), subject to the terms and conditions of this Agreement.

1.2 Design, Plans, Bidding, Construction and Dedication. Property Owner, at its sole cost and expense shall design, plan, bid, and construct the SUP and upon completion of the SUP shall dedicate the SUP to the City in accordance with applicable laws, including without limitation all laws, rules, ordinances and standards of the City. Property Owner, at its sole cost, shall be responsible for the preparation of infrastructure plans detailing the SUP subject to the approval of the City. Property Owner shall comply with all applicable state laws governing the procurement of services related to the construction of public infrastructure for which reimbursement is sought, including the requirements of Title 34 of the Arizona Revised Statutes. All plans required by this Agreement shall be funded by Property Owner but shall be prepared under the direction and approval of the City.

1.3 Dedication and Acceptance of the SUP. Upon substantial completion, i.e., completion of all major components of the SUP Property that the Owner is required to construct ("Substantial Completion"), Property Owner shall promptly dedicate and convey to the City the SUP, free and clear of all liens and encumbrances and at no cost to the City. The City Engineer or his/her

designee shall inspect the completed SUP, within no later than fifteen (15) days after Substantial Completion, to determine whether it has been constructed substantially in accordance with the applicable standards and the approved plans. Upon timely completion of the inspection and review the City shall either: (a) approve the construction of the SUP; or (b) provide a punch list of specific items that are not in accordance with applicable standards and/or the approved plans that are to be corrected by the Property Owner. If City fails to provide Property Owner, within forty-five (45) days after Substantial Completion, the punch list referenced above, the City shall be deemed to have approved and accepted the SUP. So long as the SUP is constructed in accordance with the applicable standards and approved plans, all punch lists items have been timely completed, the SUP is free and clear of all liens, and accurate "as built" drawings and plans of the SUP have been provided to the City, the City shall accept the SUP. Property Owner shall bear all risk of, and shall indemnify the City and its officials, employees and City Council members, against any claim arising prior to the City's acceptance of the SUP from any injury or property damage to any person, party or utility. After acceptance by the City, the Property Owner shall have no further obligation to the City or liability with respect to the SUP.

1.4 Warranty. From the date of acceptance of the SUP by the City, Property Owner or its contractor shall provide a one-year warranty against defective workmanship and/or materials related to the SUP. After the one-year warranty period, City shall be responsible for all future maintenance or repairs of the SUP. The requirements of this Section 1.4 survive the termination or expiration of this Agreement.

2. **SUP Cost Reimbursement.** Notwithstanding Section 1 of this Agreement, within thirty (30) days after Substantial Completion and acceptance of the dedication of the SUP, the City shall reimburse Property Owner 100 Percent (100%) of the SUP design and construction costs up to and including \$300,000.00. In the event that the SUP design and construction costs exceeds \$300,000.00, the City shall reimburse Property Owner Fifty Percent (50%) of the SUP design and construction costs in excess of \$300,000.00, and the Property Owner shall be responsible for paying the remaining Fifty Percent (50%) of the SUP design and construction costs in excess of \$300,000.00. The costs of the SUP is non-development impact fee eligible.
3. **Lease Term/Short Term Rentals.** Property Owner shall not lease any dwelling unit in the Project for an initial lease term of less than 90 days. Any tenant shall not be allowed to assign a lease or sublease a dwelling unit without the express prior written consent of the Property Owner. If an assignment or sublease is approved by the Property Owner such assignment or sublease shall not be for a term less than the balance of the existing lease term. Prior to leasing or selling any dwelling unit in the Project, Property Owner shall cause to be recorded a declaration of restrictions, covenants and conditions, or similar document, having a term of no less than thirty (30) years, prohibiting the use of any dwelling unit in the Project as a short-term rental, as defined in Sedona City Code 5.25.020. The requirements of this Section 3 shall survive the termination or expiration of this Agreement.
4. **Default.** A party shall be in default under this Agreement if it fails to perform, in any material respect, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, and in such an event, each party shall be entitled to all available legal and equitable remedies, including, but not limited to, the right of specific performance, including all costs of enforcement of this Agreement, with reasonable attorneys' fees and costs paid to the prevailing party.
5. **MISCELLANEOUS PROVISIONS.**

5.1 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement and understanding of the parties hereto and supersedes all offers, negotiations and other agreements of any kind. This Agreement may be amended only in writing and signed by both parties. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated by any party, without the prior written consent of the other party. Such consent may not be unreasonably withheld or delayed. This Agreement is not intended to confer any rights or benefits to any individual or entity other than to the City and to Property Owner, nor shall anything contained herein create any partnership, joint venture or similar arrangement between the Property Owner and the City. Entire Agreement. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit "A" Legal Description of Property

Exhibit "B" Shared Use Path Easement and Plans

5.2 Arizona Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Arizona.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

5.4 Notices. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or five (5) days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

If to City: City Manager
105 Roadrunner Drive
Sedona, AZ 86336

With a copy to: City Attorney
105 Roadrunner Drive
Sedona, Arizona 86336

If to Property Owner: MKC Holdings, LLC
15010 N. 78th Way, Suite 109
Scottsdale, AZ 85260

With a copy to: Tiffany & Bosco, P.A.
John A. Hink, Esq.
2525 E. Camelback Road
Floor 7
Phoenix, AZ 85016

5.5 Authority. This Agreement is not intended to supersede the authority granted by law to any regulatory board or agency of the City. Therefore, nothing in this Agreement shall be construed or implied to require the City's Planning and Zoning Commission or any other regulatory boards or agencies of the City (however designated) to approve the plans for any aspect of the Project or

other action required under this Agreement.

5.6 Time of Essence. Time is of the essence and a material provision of this Agreement.

5.7 Tax Consequences. City makes no representation concerning the tax consequences or liability resulting from this Agreement. The parties have each had an opportunity to consult with legal counsel concerning the terms and effects of this Agreement and either party's failure to do so is at its own choosing.

5.8 Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, relating to conflicts of interest.

5.9. No Personal Liability. No current or former member, official, or employee of the City or Property Owner when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by the City or Property Owner, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of the City or Property Owner, as applicable, under the terms of this Agreement.

5.10. Termination for Violation of Law. In the event the terms of this Agreement are determined to be in violation of any Federal, State, County or City law, regulation or ordinance, the either party may terminate this Contract immediately upon giving written notice to the other party.

5.11. Effective Date and Term. This Agreement shall be effective (the "Effective Date") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate upon completion of the SUP and acceptance by the City.

5.12. Governing Law/Jury Trial Waiver. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. This Agreement has been made and entered into in Coconino County, Arizona and any lawsuit to dispute or enforce any provision of this Agreement must be brought in Coconino County, Arizona. Both Parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

6. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

6.1. Property Owner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that the City will not be subject to a claim for diminished value of the Property from the Property Owner or other parties having an interest in the Property as a result of the SUP, and any other right, duty, or obligation arising from the terms of this Agreement.

6.2. By signing this waiver, Property Owner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Property Owner may have now or in the future under the provisions of A.R.S. § 12-1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) arising from this Agreement and the construction of the SUP pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act with regard to the Property arising from the placement of SUP on the Property pursuant to this

Agreement. Property Owner agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses arising from this Agreement, including attorney’s fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney’s fees, or costs under the Act that they may have, as a result of the application of the City’s existing land use laws under this Agreement. Property Owner acknowledges and agrees that neither this Agreement nor any action of the City related thereto will result in a reduction of the fair market value of the Property as defined in A.R.S. § 12-1136.

6.3. This waiver runs with the land and is binding upon all present and future owners of the Property. Property Owner warrants and represents that it owns all right, title and interest to the Property, free and clear of any lien or encumbrance, and that no other person has an ownership interest in the Property. The person who signs on behalf of Property Owner personally warrants and guarantees to the City he/she has the legal power to bind the Property Owner to this waiver.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

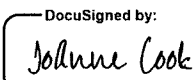
CITY OF SEDONA,
an Arizona municipal corporation

DocuSigned by:

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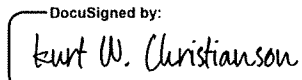
Karen Osburn, City Manager

ATTEST:

DocuSigned by:

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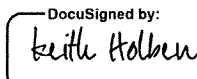
City Clerk (SEAL)

APPROVED AS TO FORM:

DocuSigned by:

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Kurt W. Christianson, City Attorney

MKC Holdings, LLC.
an Arizona limited liability company

By: 
5927B29255204D2...

Keith Holben, Manager

Exhibit "A"
(Property)

EXHIBIT A

LEGAL DESCRIPTION

4.5 Acres more or less

153.56 feet (153.94 feet R) to a found ½ inch rebar with no identification, to which a stainless steel cap LS 32230 was added;

Thence, along a non-tangent curve to the left having a radius of 135.00 feet, a central angle of 90°00'05", a tangent length of 135.00 feet, a chord bearing South 37°02'07" West a distance of 190.92 feet, an arc length of 212.06 feet (212.06 feet R) to a found ½ inch rebar with brass tag LS 27253);

Thence South 07°56'28" East 84.16 feet to a found spike, no identification, to which aluminum tag LS 32230 was added;

Thence South 07°56'28" East 16.00 feet to a set ½ inch rebar with aluminum cap LS 32230;

Thence North 82°21'06" East 418.06 feet to the POINT OF BEGINNING.

CONTAINING 196,163 square feet+/- or 4.50 acres more or less.

Subject to the all covenants and agreements of record and as shown on that ALTA/NSPS Survey of even date made a part hereto by this reference

Exhibit "B"
(Shared Use Path Easement)

LEGAL DESCRIPTION
Ludewig 408-24-124G REVISED 7-11-19
 4.5 Acres more or less

A Portion of the Southwest Quarter of the Southwest Quarter (SW1/4, SW1/4) of Section 11, Township 17 North, Range 5 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona lying North of U.S. Highway 89A per ADOT Plan Project S-366-709 Record ADOT={Ra} and Southeast of the SOUTHWEST CENTER SUBDIVISION, Book 17 Maps & Plats, Page 16, Yavapai County Recorder {YCR} Record={R} more particularly described as follows:

COMMENCING FOR REFERENCE at the Southwest corner of said Section 11, a found BLM Brass cap; Thence North 76°30'51" East 1351.90 feet (N 76°47'44"E 1351.83 feet Ra, to Station 977+47.98 RHT 63.22 basis of bearings Ra) to a found ½ inch rebar no identification, to which a stainless steel cap LS 32230 was added; Thence North 01°10'20" West 2.80 feet to a set ½" rebar with aluminum cap LS 32230 on the north right of way of said Hwy 89A Ra; Thence North 01°10'20" West 190.79 feet (N 00°57' W R) to a set ½ inch rebar with aluminum cap LS 32230 and the POINT OF BEGINNING;

Thence continue North 01°10'20" West 16.10 feet to a found to a found ½ inch rebar with cap LS 29263 at the northwest corner of R1;

Thence North 00°54'36" West 666.06 feet (N 00°57' W per Plat HARMONY HILLS SUBDIVISION, Book 9 of Maps & Plats, Page 1, YCR={Rp}, N 00°56' W R) to a found ½ inch rebar, no identification, to which a stainless steel cap LS 32230 was added;

THENCE South 78°00'15" West 210.61 feet (S 77°54'35" W 211.6 R) to a set ½ inch rebar with aluminum cap LS 32230;

Thence, along a non-tangent curve to the left having a radius of 25.00 feet, a central angle of 85°56'46", a chord bearing South 35°14'54" West a distance of 34.08 feet, an arc length of 37.50 feet (37.27 feet R) to a found ½ inch rebar with brass tag LS 27253;

Thence, along a non-tangent curve to the right having a radius of 599.37 feet, a central angle of 05°30'22", a chord bearing South 04°30'13" East a distance of 57.58 feet, an arc length of 57.60 feet (57.55 feet R) to a found ½" rebar with cap LS 27253;

Thence South 02°03'26" East 249.78 feet (S 01°59'45" E 250.00 feet R) to a found ½ inch rebar with brass tag LS 27253;

Thence, along a non-tangent curve to the right having a radius of 105.00 feet, a central angle of 83°47'36", a tangent length of 94.20 feet, a chord bearing South 39°58'03" West a distance of 140.24 feet, an arc length of

Ivo W. Buddeke III, RLS 32230
 5280 Bentley Drive, Rimrock, AZ 86335
 928-567-1414 email ivords@gmail.com

LEGAL DESCRIPTION
Ludewig 408-24-124G REVISED 7-11-19
4.5 Acres more or less

153.56 feet (153.94 feet R) to a found ½ inch rebar with no identification, to which a stainless steel cap LS 32230 was added;

Thence, along a non-tangent curve to the left having a radius of 135.00 feet, a central angle of 90°00'05", a tangent length of 135.00 feet, a chord bearing South 37°02'07" West a distance of 190.92 feet, an arc length of 212.06 feet (212.06 feet R) to a found ½ inch rebar with brass tag LS 27253);

Thence South 07°56'28" East 84.16 feet to a found spike, no identification, to which aluminum tag LS 32230 was added;

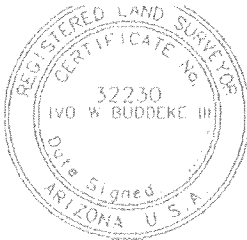
Thence South 07°56'28" East 16.00 feet to a set ½ inch rebar with aluminum cap LS 32230;

Thence North 82°21'06" East 418.06 feet to the POINT OF BEGINNING.

CONTAINING 196,163 square feet +/- or 4.50 acres more or less.

Subject to the all covenants and agreements of record and as shown on that ALTA/NSPS Survey of even date made a part hereto by this reference

■ EXPIRES 03/31/2022 ■



dated 7/11/19

Ivo W. Buddeke III, RLS 32230
5280 Bentley Drive, Rimrock, AZ 86335
928-567-1414 email ivorls@gmail.com

EXHIBIT A

SHARED USE PATH AND PEDESTRIAN ACCESS EASEMENT DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT LOT DESCRIBED IN DEED NUMBER 2019-0036008 AS RECORDED IN THE YAVAPAI COUNTY RECORDERS OFFICE, YAVAPAI COUNTY, ARIZONA FROM WHICH A POINT ON THE EAST LINE OF SAID PARCEL BEARS SOUTH 0°54'36" EAST, A DISTANCE OF 666.06 FEET, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY OF SYMPHONY WAY;

THENCE ALONG THE EAST LINE OF SAID LOT AND SAID RIGHT OF WAY SOUTH 0°54'36" EAST, A DISTANCE OF 521.82 FEET TO A POINT ON SAID RIGHT OF WAY AND TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY AND SAID LOT LINE SOUTH 0°54'36" EAST, A DISTANCE OF 26.87 FEET;

THENCE DEPARTING SAID RIGHT OF WAY SOUTH 47°11'08" WEST, A DISTANCE OF 14.78 FEET;

THENCE SOUTH 0°54'36" EAST, A DISTANCE OF 72.05 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 83°15'42" AND A CHORD THAT BEARS SOUTH 40°43'15" WEST, A CHORD DISTANCE OF 62.45 FEET;

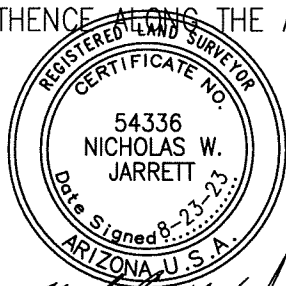
THENCE ALONG THE ARC OF SAID CURVE 68.30 FEET;

THENCE SOUTH 82°21'06" WEST, A DISTANCE OF 333.59 FEET TO THE BEGINNING OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°42'26" AND A CHORD THAT BEARS NORTH 52°47'41" WEST, A CHORD DISTANCE OF 42.32 FEET;

THENCE ALONG THE ARC OF SAID CURVE 46.97 FEET;

THENCE NORTH 7°56'28" WEST, A DISTANCE OF 59.20 FEET TO THE BEGINNING OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 131.98 FEET, A CENTRAL ANGLE OF 30°35'06" AND A CHORD THAT BEARS NORTH 7°21'05" EAST, A CHORD DISTANCE OF 69.62 FEET;

THENCE ALONG THE ARC OF SAID CURVE 70.45 FEET;



Nicholas W. Jarrett

EXHIBIT B MADE A PART HERETO



LANDCOR
CONSULTING

1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

DATE: 08/23/23

SCALE: N.T.S.

SEDONA LOFTS
SHARED USE PATH EASEMENT

JOB NO.
1763

EXHIBIT A

EASEMENT DESCRIPTION CONTINUED

THENCE NORTH 0°00'00" EAST, A DISTANCE OF 7.70 FEET TO A POINT ON THE EAST RIGHT OF WAY OF NAVAJO DRIVE AND TO A POINT ON A CURVE TO THE NORTHEAST HAVING A RADIUS OF 135.00 FEET, SAID RADIUS POINT BEARS SOUTH 64°24'02" EAST, THENCE ALONG SAID CURVE AT A CENTRAL ANGLE OF 8°31'52" AND A CHORD THAT BEARS NORTH 29°51'54" EAST, A CHORD DISTANCE OF 20.08 FEET;

THENCE ALONG THE ARC OF SAID CURVE 20.10 FEET;

THENCE DEPARTING SAID RIGHT OF WAY SOUTH 0°00'00" EAST, A DISTANCE OF 27.16 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 121.98 FEET, A CENTRAL ANGLE OF 31°30'28" AND A CHORD THAT BEARS SOUTH 7°48'46" WEST, A CHORD DISTANCE OF 66.23 FEET;

THENCE ALONG THE ARC OF SAID CURVE 67.08 FEET;

THENCE SOUTH 7°56'28" EAST, A DISTANCE OF 59.20 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°42'26" AND A CHORD THAT BEARS SOUTH 52°47'41" EAST, A CHORD DISTANCE OF 28.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE 31.31 FEET;

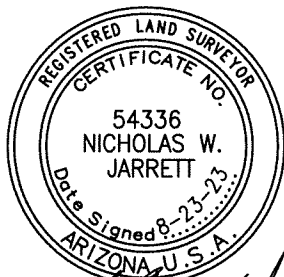
THENCE NORTH 82°21'06" EAST, A DISTANCE OF 333.59 FEET TO THE BEGINNING OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 37.00 FEET, A CENTRAL ANGLE OF 83°15'42" AND A CHORD THAT BEARS NORTH 40°43'15" EAST, A CHORD DISTANCE OF 49.16 FEET;

THENCE ALONG THE ARC OF SAID CURVE 53.77 FEET;

THENCE NORTH 0°54'36" WEST, A DISTANCE OF 89.95 FEET;

THENCE NORTH 47°11'08" EAST, A DISTANCE OF 28.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,037 +/- SQUARE FEET OR 0.1615 +/- ACRES.



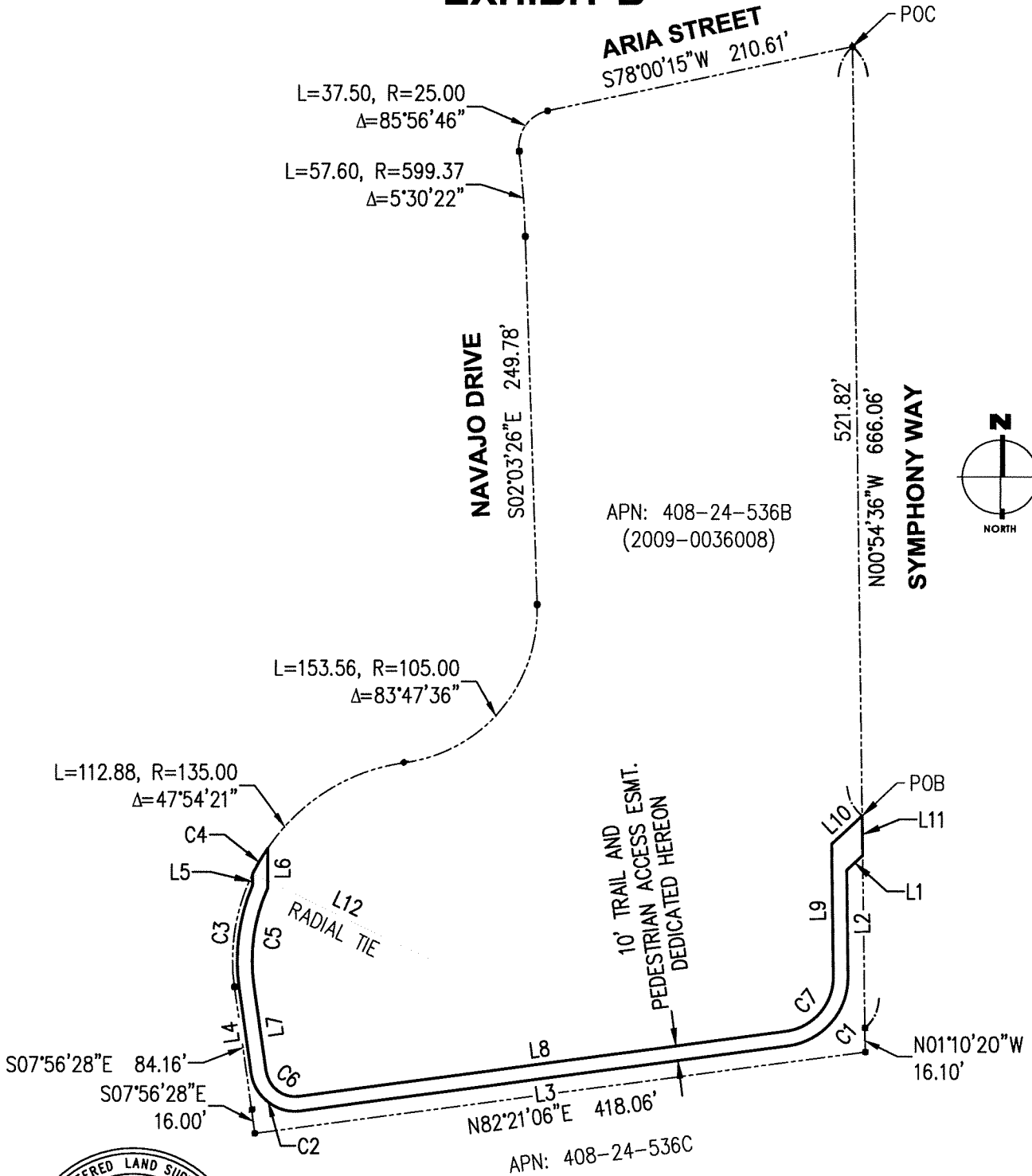
Nicholas W. Jarrett

EXHIBIT B MADE A PART HERETO



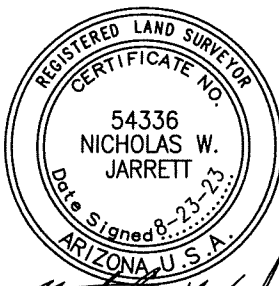
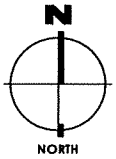
1955 S. Val Vista Dr., Ste. 121
Mesa, AZ 85204
Ph: (480) 553-9433
landcorconsulting.com

EXHIBIT B



APN: 408-24-536B
(2009-0036008)

APN: 408-24-536C



Nicholas W. Jarrett

SEE SHEET 4 FOR LINE AND CURVE TABLES
EXHIBIT A MADE A PART HERETO

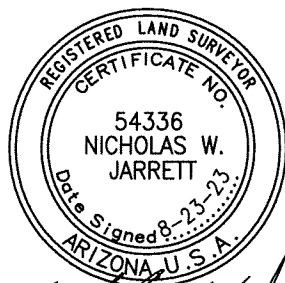


1955 S. Val Vista Dr., Ste. 121
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Ph: (480) 553-9433
landcorconsulting.com

| | | |
|------------------|--|-----------------|
| DATE: 08/23/23 | SEDONA LOFTS SHARED USE PATH EASEMENT | JOB NO. 1763 |
| SCALE: 1" = 100' | | |

EXHIBIT B

| LINE TABLE | | |
|------------|---------|-------------|
| NO. | LENGTH | DIRECTION |
| L1 | 14.78' | S47°11'08"W |
| L2 | 72.05' | S00°54'36"E |
| L3 | 333.59' | S82°21'06"W |
| L4 | 59.20' | N07°56'28"W |
| L5 | 7.70' | N00°00'00"E |
| L6 | 27.16' | S00°00'00"E |
| L7 | 59.20' | S07°56'28"E |
| L8 | 333.59' | N82°21'06"E |
| L9 | 89.95' | N00°54'36"W |
| L10 | 28.22' | N47°11'08"E |
| L11 | 26.87' | S00°54'36"E |
| L12 | 135.00' | S64°24'02"E |



Nicholas W. Jarrett

| CURVE TABLE | | | | | |
|-------------|--------|---------|-------------|---------------|--------------|
| NO. | LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| C1 | 68.30' | 47.00' | 83°15'42" | S40°43'15"W | 62.45' |
| C2 | 46.97' | 30.00' | 89°42'26" | N52°47'41"W | 42.32' |
| C3 | 70.45' | 131.98' | 30°35'06" | N07°21'05"E | 69.62' |
| C4 | 20.10' | 135.00' | 8°31'52" | N29°51'54"E | 20.08' |
| C5 | 67.08' | 121.98' | 31°30'28" | S07°48'46"W | 66.23' |
| C6 | 31.31' | 20.00' | 89°42'26" | S52°47'41"E | 28.21' |
| C7 | 53.77' | 37.00' | 83°15'42" | N40°43'15"E | 49.16' |

EXHIBIT A MADE A PART HERETO



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CONSULTING

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SEDONA LOFTS
SHARED USE PATH EASEMENT

JOB NO.
1763

Site Plans North and South removed due to legibility. Original documents on file with Sedona City Clerk, 102 Roadrunner Drive, Sedona, AZ 86336, 928-282-3113