

RESOLUTION NO. 2024-17

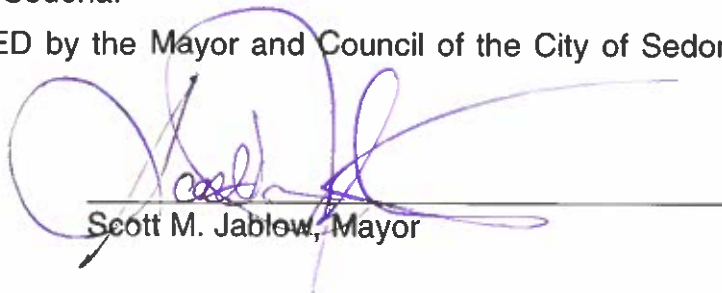
**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA,
ARIZONA, APPROVING A SETTLEMENT AGREEMENT WITH THE FOREST ROAD
CONDOMINIUM ASSOCIATION, TO RESOLVE ONGOING LITIGATION IN
COCONINO COUNTY SUPERIOR COURT CASE NUMBER CV2022-00175.**

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 Forest Road Condominium Association to resolve ongoing litigation in Coconino County Superior Court Case No. CV202200175, which Agreement is now on file in the office of the City Clerk of the City of Sedona.

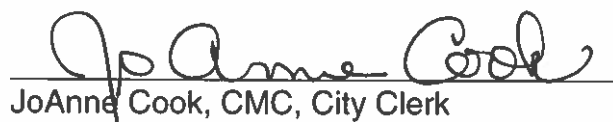
Section 2. That the Mayor is authorized and directed to execute and deliver said agreement on behalf of the City of Sedona.

ADOPTED AND APPROVED by the Mayor and Council of the City of Sedona, Arizona, this 9th day of July, 2024.



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 the Forest Road Condominium Association, an Arizona non-profit corporation (“Association”). Sedona and Association 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 April 21, 2022, Sedona initiated an action in eminent domain in the Superior Court of Arizona, Coconino County, Arizona (“Court”), CV2022-0000175 (“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 Association and/or for which Association is entitled to receive compensation for the takings described herein, and as is described in and with the complaint.

B. Association’s property at issue in the Litigation is located at 1 SR 89A, Sedona, Coconino County, Arizona 86336. The property is without a tax parcel identification number, but includes certain other time-share properties for which such numbers are assigned.

C. On May 20, 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 June 23, 2022, Association filed its answer. Sedona’s complaint, Association’s 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:

I. Just Compensation.

I.1. The Parties agree that in compromise and settlement of disputed claims, and in order to resolve the Litigation, Sedona shall pay to Association the total sum of \$450,000, such sum including any interest to be paid pursuant to statute, as the total amount of just compensation owed

in the Litigation. The total sum identified above shall be referred to herein as the “Settlement Sum.”

1.2. Association shall provide to Sedona reasonable instructions for either bank wire delivery or hand delivery (via courier or other means) of the Settlement Sum.

2. Stipulated Judgment In Condemnation.

2.1 In return for payment of the Settlement Sum described in Paragraph 1, above, 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 Judgment includes direction to the Clerk of the Court for the release to Sedona of previously-deposited funds.

2.2. 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.

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

3. Additional Consideration.

3.1. As additional consideration for Association’s entry of the Judgment as described in Paragraph 2 herein above, Sedona shall:

3.1.1. Sedona agrees to allow Association (or its contractor) to install four roadway gates on FRCA property, in the locations and with the ingress/egress controls for each location as depicted in **Exhibit 4** hereto (labeled therein “Option 2”) (individually “Gate” and collectively “Gates”).

3.1.2. FRCA shall be solely responsible for all Gate design, installation, and maintenance, including but not limited to all related costs.

3.1.3. Gate design and installation shall comply with all Federal, State, and Sedona City Codes and Land Development Codes.

3.1.4. Association shall maintain open for public parking the existing five large bus (tour bus) parking spaces and the existing nine personal vehicle (car) parking spaces as outlined in red and depicted in **Exhibit 5** hereto (labeled therein “5 Tour Bus and 9 Vehicle Public Parking Spaces”).

3.1.5. Association shall provide Gate access to buses (tour buses) that utilize the five large bus (tour bus) parking spaces and shall install signage to that effect.

3.1.6. Association shall provide a minimum of 58 employee Gate passes to employees of the Pinon Point Shops to enable the employees to park in the parking spaces shown in the Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement Agreement (a copy of which is attached as **Exhibit 6** hereto).

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 receipt of the Settlement Sum, Association shall promptly file with the Court the Satisfaction of Judgment (“Satisfaction”), attached hereto as **Exhibit 2**, 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 3**, 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 Association.

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 Association.

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 Association 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. Indemnify, Hold Harmless & Defend. Association shall fully and completely and without any reservation whatsoever indemnify, hold harmless, and defend Sedona for and from any claim by HTS-CHC (SEDONA), LLC, or any other individual or entity, regarding, arising from, or allegedly caused or caused by any act or omission of or by Sedona regarding or concerning any of

the matters described in Section 3 herein above, including but not limited to any claim that such act or omission may constitute a taking for which compensation is owed.

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

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

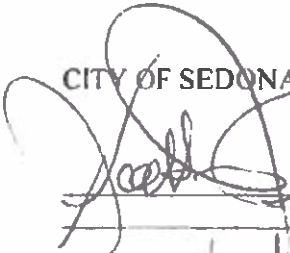
17. No Recording. This Agreement shall not be recorded.

18. Council/Board Approval. This Agreement shall be submitted for approval by the respective City Council or Board of Directors of the Parties before it may be considered entered and prior to formal execution.

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

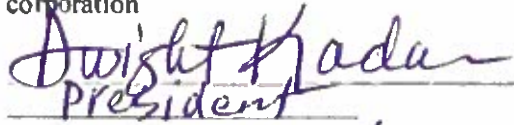
WHEREFORE, each Party signing below acknowledges that he/she has read the foregoing Agreement, understands its terms, and freely and voluntarily signs the same, intending to be legally bound by this agreement.

CITY OF SEDONA, an Arizona municipal corporation



Date: 7/10/2024

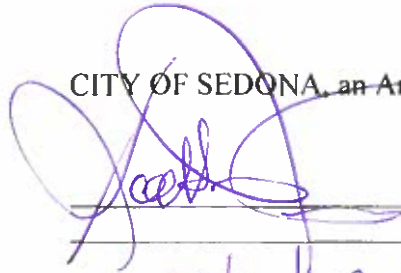
FOREST ROAD CONDOMINIUM
ASSOCIATION, an Arizona non-profit
corporation



President

Date: 07-11-24

CITY OF SEDONA, an Arizona municipal corporation



Date: 7/10/2024

FOREST ROAD CONDOMINIUM
ASSOCIATION, an Arizona non-profit
corporation

Date: _____

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.

FOREST ROAD CONDOMINIUM
ASSOCIATION, INC., an Arizona non-
profit corporation; HTS-CHC (SEDONA),
LLC, a Delaware limited liability
corporation; 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 CV202200175

**AMENDED STIPULATED
JUDGMENT IN CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. Unk.

(Hon. Elaine Fridlund-Horne)

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

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

1 diagrams), Exhibit 2 (Permanent Slope Easement and Permanent Retaining Wall and Slope
2 Easement with legal descriptions and diagrams), and Exhibit 3 (Temporary Construction
3 Easement with legal descriptions and diagrams) attached hereto (collectively, “subject
4 property”); and it appearing that the only persons having any right, title, claim, or interest in
5 any award for damages by reason of the taking of the subject property are Defendant Forest
6 Road Condominium Association, Inc. (“Defendant Association”);

7 **IT IS HEREBY ORDERED:**

8 1. Defendant Coconino County, a political subdivision of the State of Arizona,
9 whose interest is in any unpaid taxes on the subject property, having filed a disclaimer of
10 interest on July 15, 2022, shall take nothing by reason of the Complaint filed in this action,
11 this Stipulated Judgment in Condemnation, or the Final Order of Condemnation.

12 2. Defendant HTS-CHC (SEDONA), LLC, a Delaware limited liability
13 corporation, having filed a disclaimer of interest on May 20, 2022, disclaiming any right,
14 title, or interest in or to the property at issue in this action, shall take nothing by reason of
15 the Complaint filed in this action, this Stipulated Judgment in Condemnation, or the Final
16 Order of Condemnation.

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

21 4. Plaintiff has judgment condemning and vesting in Plaintiff (a) fee title to the
22 real property described in Exhibit 1 attached hereto and (b) easement rights as set forth in (i)
23 the Permanent Slope Easement and Permanent Retaining Wall and Slope Easement, at
24 Exhibit 2 attached hereto, and (ii) the Temporary Construction Easement, at Exhibit 3
25 attached hereto, and to the portions of the real property described more particularly in each

1 of Exhibit 1, Exhibit 2, and Exhibit 3 therein, and Defendants and all others with legal notice
2 of the Complaint, are forever barred and stopped from asserting any right, title, claim, or
3 interest adverse or inconsistent with the fee title and easement rights acquired to the above-
4 described property.

5 5. That Plaintiff shall pay to Defendant Association the total sum of \$450,000,
6 which sum includes statutory interest, as just compensation for the transfer of fee title and
7 easement rights in and to said real property ("Total Sum"). A portion of the Total Sum has
8 been paid to and received by Defendant Association as of the date of entry of this Stipulated
9 Judgment, with the release to Defendant Association on about May 17, 2024, of Plaintiff's
10 previous deposit with the Clerk of the Court made on May 27, 2022, in the amount of
11 \$241,128, such that Plaintiff's additional payment owed to Defendant pursuant to this
12 Stipulated Judgment is the remaining balance of the Total Sum, or \$208,872.

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

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

16 DONE IN OPEN COURT this 23rd day of July, 2024.

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18 

19 eSigned by ELAINE FRIDLUND-HORNE, 07/23/2024 09:08:32 xVQGP0d8

20 **Hon. Elaine Fridlund-Horne**
21 **Judge of the Superior Court**

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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 Stephen H. Schwartz, Esq., P.A.

8 By: /s/ Stephen H. Schwartz

9 Stephen H. Schwartz
10 P.O. Box 1524
11 Sedona, Arizona 86339-1524

12 E-filed through www.azturbocourt.gov
13 and a COPY e-mailed this ___ day of July 2024 to:

14 Stephen H. Schwartz, Esq.
15 Stephen H. Schwartz, Esq. P.A.
16 P.O. Box 1524
17 Sedona, Arizona 86339-1524
18 s.h.schwartz.esq@gmail.com

19 Erin Anding, Esq.
20 Deputy County Attorney
21 Coconino County Attorney's Office
22 110 East Cherry Avenue
23 Flagstaff, Arizona 86001
24 eanding@coconino.az.gov
25 *Attorneys for Defendant Coconino County*

26 Brian Schulman, Esq.
Ballard Spahr LLP
1 East Washington Street, Suite 2300
Phoenix, Arizona 85004-2555
SchulmanB@ballardspahr.com

/s/ Tiffany J. Hayes

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Exhibit 1

[Warranty Deed with legal descriptions and diagrams (8 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: 401-17-019C and -019P

WARRANTY DEED

FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), as Grantor's sole and separate property, 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 those certain plots, parcels of land or real property situated in Coconino County, Arizona, and described on Schedules "A" and "B" 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 March, 2022.

[Signatures on following page]

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GRANTOR.

Forest Road Condominium Association, Inc

Date: _____

State of _____)

Country 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

Forest Road Right-of-Way

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1:

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot 1;

Thence leaving said line, South 01°33'38" East, 45. line to the TRUE POINT OF BEGINNING, 24 feet;

Thence South 89°26'22" West, 122.90 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 21.55 feet, through a central angle of 14°31'27" to a point on the westerly line of said Lot 1;

Thence North 00°59'50" West, 48.51 feet along said

Containing 6.674 ± feet² or 0.151 Acres.

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



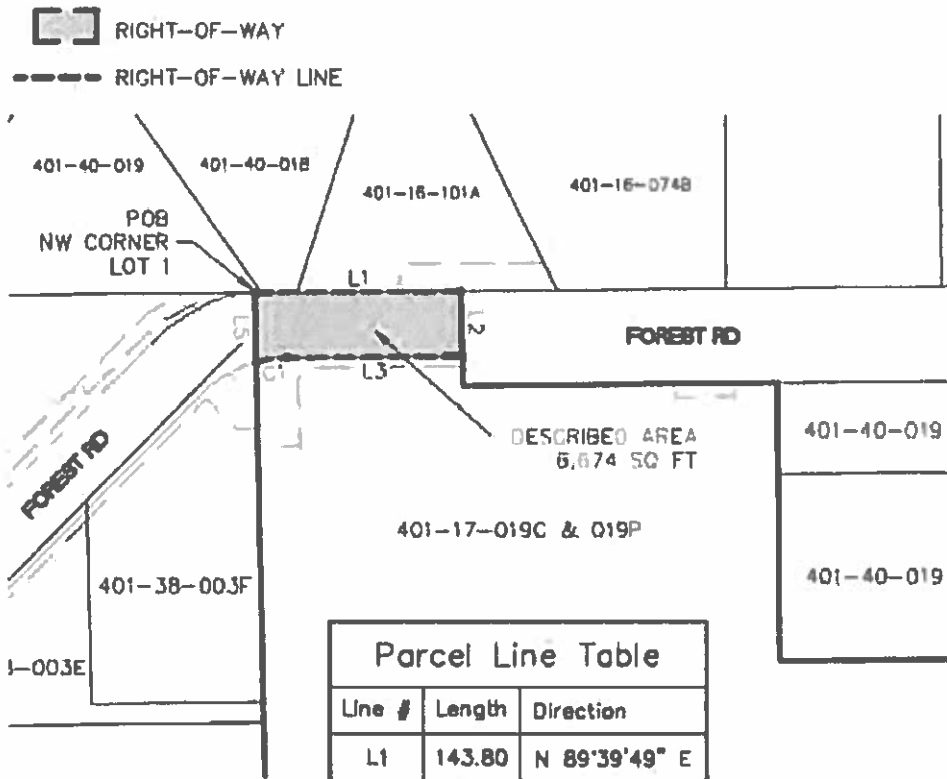
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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



Parcel Line Table		
Line #	Length	Direction
L1	143.80	N 89°39'49" E
L2	45.24	S 1°33'38" E
L3	122.90	S 89°26'22" W
L5	48.51	N 0°59'50" W

Curve Table			
Curve #	Length	Radius	Delta
C1	21.55	85.00	14°31'27"

Mark A. Polydoros



SCALE: 1" = 100'



	221 N. Maricopa St Suite 100 Phoenix, AZ 85001 602.941.0443 602.941.1078 fax www.swi.com	JOB NO: 19201 DATE: 3/4/2021 SCALE: 1"=100' DRAWN: JWB CHECKED: JWB	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 3 OF 3
	APN: 401-17-019C & 019P RIGHT-OF-WAY EXHIBIT			

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Schedule B
{legal description, see attached}

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LEGAL DESCRIPTION
Forest Road Right-of-Way
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1:

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southerly along the arc of said curve 65.06 feet, through a central angle of 26°37'29" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 64.47 feet along the westerly line of said Lot 1 to the **TRUE POINT OF BEGINNING**.

Containing 162± 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 1 of 2

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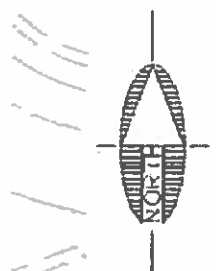
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA

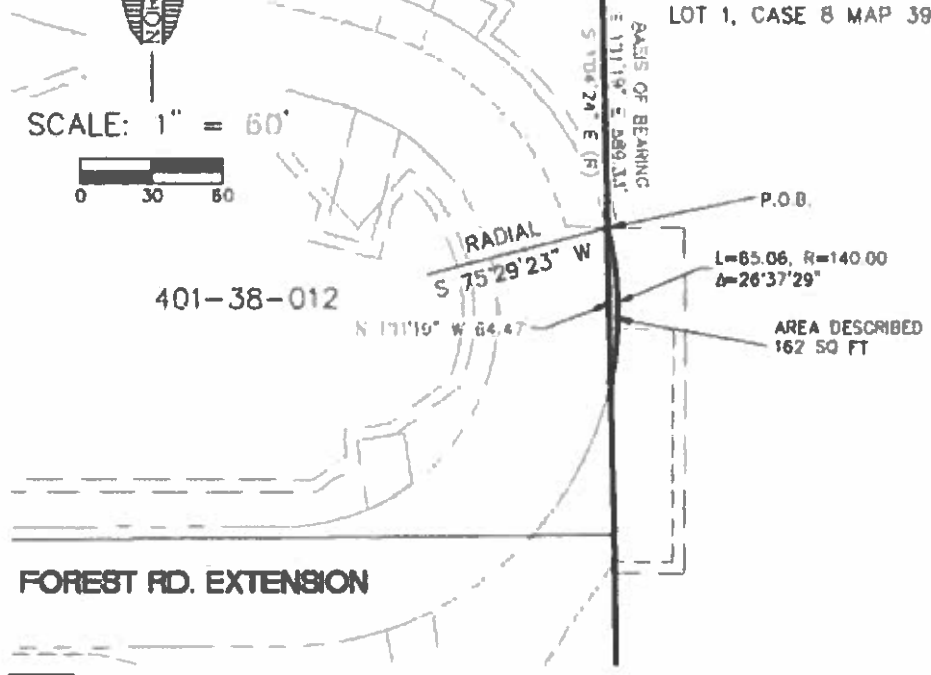
NW CORNER LOT 1, CONDOMINIUM
 PLAT FOR THE 'Y' PROJECT.
 CASE 8, MAP 39(R)



**HYATT
 PROPERTY**
 LOT 1, CASE 8 MAP 39



SCALE: 1" = 60'



RIGHT-OF-WAY
 RIGHT-OF-WAY LINE

 Shepherd & Associates Inc.	221 N. Nevada St. Suite 102 Phoenix, AZ 85001 602.941.0443 602.941.1075 fax www.swi.com	JOB NO. 10720 DATE 5/12/2021 SCALE 1"=60' SHEET 2 OF 3 CHECKED MP	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 3 OF 3
	APN: 401-17-019C & 019P RIGHT-OF-WAY EXHIBIT			

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Exhibit 2

[Permanent Slope Easement & Permanent Retaining Wall & Slope Easement
with legal descriptions and diagrams (10 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

EXHIBIT B

Document to be recorded:
Permanent Slope Easement and Permanent Retaining Wall & Slope Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

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EXHIBIT B (cont.)

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

APN: 401-17-019C and -019P

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

PERMANENT SLOPE EASEMENT and PERMANENT RETAINING WALL AND SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor") do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent slope easement and a permanent retaining wall and slope easement (the "Easements") for purposes of constructing, installing, operating, and maintaining retaining wall and 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" and "B" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the retaining wall and 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 the retaining wall and 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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EXHIBIT B (cont.)

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

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
{Seal}

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Schedule A
Permanent Slope Easement
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1:

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave northwesterly, having a radius of 140.00 feet to which the radius point bears North 77°59'42" West and the **TRUE POINT OF BEGINNING**:

Thence leaving said line, northerly 22.72 feet along the arc of said curve, through a central angle of 09°17'55";

Thence South 87°17'37" East, 23.11 feet;

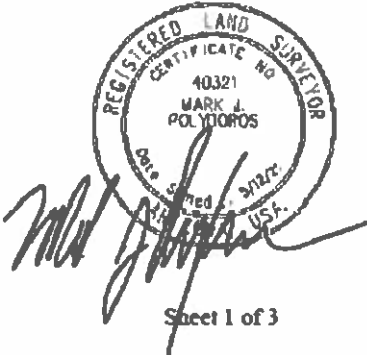
Thence South 00°00'00" East, 97.02 feet;

Thence North 90°00'00" West, 24.41 feet to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 75.62 feet along said line to the **TRUE POINT OF BEGINNING**.

Containing 2,438 ± feet² or 0.056 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 1 of 3

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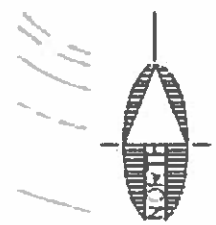
PLOTTED May 12, 2009 4:17pm
 P.L.S. P. VARIOUS SURVEY DATA - INFORMATIONAL PURPOSES ONLY. NOT FOR CONSTRUCTION.

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

NW CORNER LOT 1, CONDOMINIUM
 PLAT FOR THE 'Y' PROJECT,
 CASE 8, MAP 39(R)



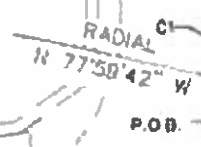
**HYATT
 PROPERTY**
 LOT 1, CASE 8 MAP 39



SCALE: 1" = 60'

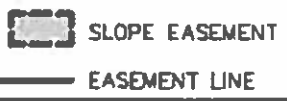


401-38-012



AREA DESCRIBED
2,438 SQ FT

FOREST RD. EXTENSION



 Shepherd & Associates, Inc.	221 W. Main St. Suite 107 Phoenix, AZ 85001 (602) 941-0443 (602) 941-0875 fax www.swi-arizona.com	JOB NO. 0200 DATE 5/12/09 SCALE 1"=60' SHEET 023 DESIGN CHECKED BY	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 OF 3
	APN: 401-38-012 EASEMENT EXHIBIT			

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PLATTED Map No. 2023-010

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	23.11	S87° 17' 37"E
L2	97.02	S0° 00' 00"E
L3	24.41	N90° 00' 00"W
L4	75.62	N1° 11' 53"W

Curve Table			
Curve #	Length	Radius	Delta
C1	22.72	140.00	91°17'55"



P.L.C. # 13719 (2021) SURVEY 0231 - MICHAELSON ASSOCIATES, PLLC AND WEST RECORDS

 Shepherd & Associates, Inc.	237 W. Maple St. Suite 103 Phoenix, AZ 85001 (602) 441-0443 (602) 441-0175 fax www.swi.com	JOB NO. 13719 DATE 5/23/2023 SCALE 1"=40' SHEET 001 TOTAL SHEETS 01	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	7487 3 1 of 1
	APN: 401-38-012 EASEMENT EXHIBIT			

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Schedule B
Permanent Retaining Wall and Slope Easement
[legal description, see attached]

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LEGAL DESCRIPTION
Retaining Wall & Slope Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot 1;

Thence leaving said line, South 01°33'38" East, 45.24 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 01°33'38" East, 2.33 feet;

Thence South 89°26'22" West, 111.58 feet;

Thence South 45°01'11" West, 14.11 feet;

Thence South 00°55'13" East, 49.39 feet;

Thence South 88°24'16" West, 22.29 feet to a point on the westerly line of said Lot 1;

Thence North 01°10'08" West, 59.29 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 85 feet to which the radius point bears South 15°05'05" East;

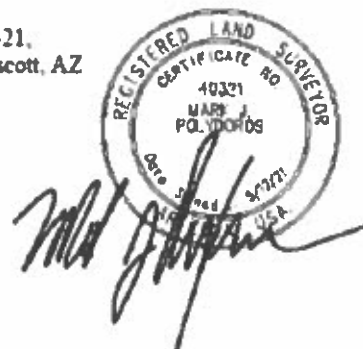
Thence leaving said line easterly along the arc of said curve, 21.55 feet, through a central angle of 14°31'27";

Thence North 89°26'22" East, 122.90 feet to the TRUE POINT OF BEGINNING.

Containing 1,700 ± feet² or 0.039 Acres.

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

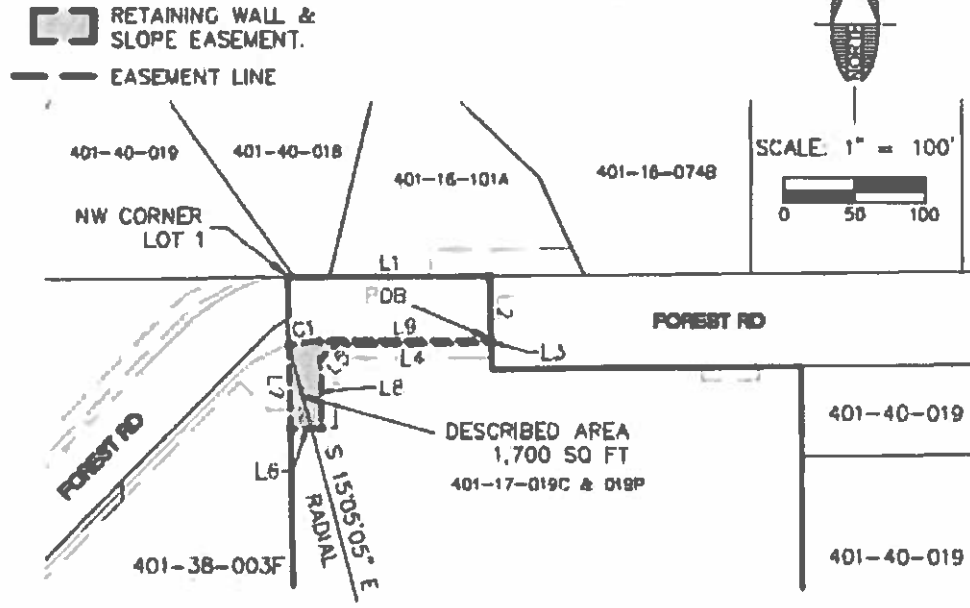
Sheet 1 of 2



PLOTTEXT May 12, 2020 9:13am

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

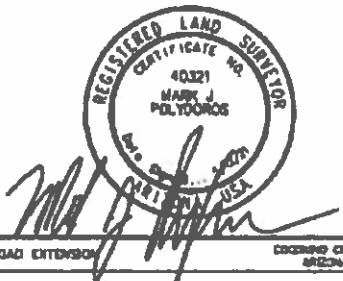
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Parcel Line Table		
Line #	Length	Direction
L1	143.80	N 89°39'49" E
L2	45.24	S 1°33'38" E
L3	2.33	S 1°33'38" E
L4	111.58	S 89°26'22" W
L5	14.11	S 45°01'11" W

Parcel Line Table		
Line #	Length	Direction
L6	22.29	S 88°24'16" W
L7	59.29	N 1°10'08" W
L8	49.39	S 0°55'13" E
L9	122.90	N 89°26'22" E

Curve Table			
Curve #	Length	Radius	Delta
C1	21.55	85.00	14°31'27"



	221 W. Glendale St. Suite 107 Phoenix, AZ 85027 602.941.6643 602.941.0775 fax www.swi.com	DATE: 2/3/2021 SCALE: 1"=100' DRAWN: JWS CHECKED: JWS PROJECT: AP	FOREST ROAD EXTENSION APN: 401-17-019C & 019P EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 2 3 OF 3
	SHEPARD WATKINS, INC.				

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Exhibit 3

[Temporary Construction Easement with legal descriptions and diagrams (10 pages)]

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Temporary Construction Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC. and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

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

APN: 401-17-019C & 019P

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), does 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 retaining wall and 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" and "B" 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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IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

Authorized Agent

STATE OF ARIZONA)
County of _____) ss.

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Schedule A
Temporary Construction Easement
[legal description, see attached]

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1:

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot 1;

Thence leaving said line, South 01°33'38" East, 47.57 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 01°33'38" East, 10.00 feet;

Thence South 89°26'22" West, 111.83 feet;

Thence South 44°46'20" West, 11.15 feet;

Thence South 00°55'13" East, 49.09 feet;

Thence South 88°24'16" West, 10.00 feet;

Thence North 00°55'13" West, 49.39 feet;

Thence North 45°01'11" East, 14.11 feet;

Thence North 89°26'22" East, 111.58 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.659 ± feet² or 0.038 Acres.

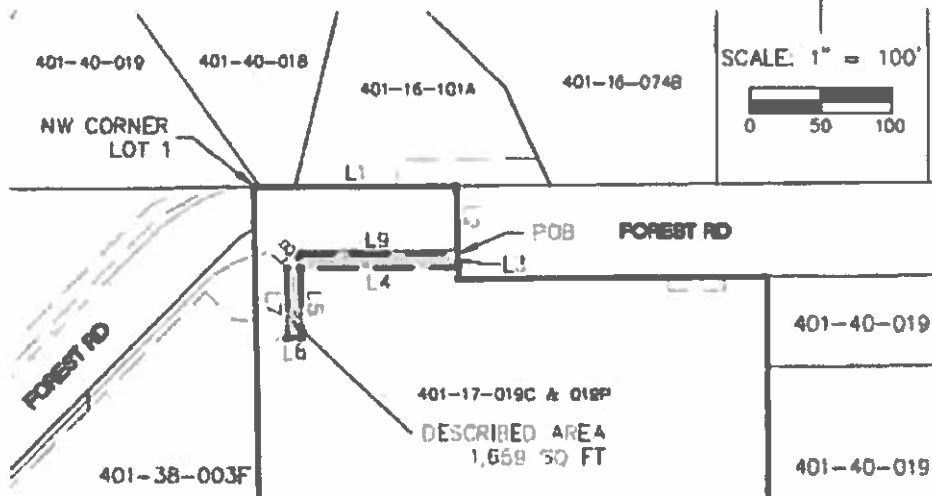
This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ.



Sheet 1 of 2

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



Line #	Length	Direction
L1	143.80	N 89°39'49" E
L2	47.57	S 1°33'38" E
L3	10.00	S 1°33'38" E
L4	111.83	S 89°26'22" W
L5	49.09	S 0°55'13" E

Line #	Length	Direction
L6	10.00	S 88°24'16" W
L7	49.39	N 0°55'13" W
L8	14.11	N 45°01'11" E
L9	111.58	N 89°26'22" E

TEMPORARY CONSTRUCTION EASEMENT
 EASEMENT LINE

Mark J. Polyzos

 221 W. Maricopa St. Suite 102 Phoenix, AZ 85001 602.941.6443 602.941.1075 fax www.swi.com	SHEET NO. 2 DATE 1/14/2011 SCALE 1"=100' DRAWN BY CHECKED BY	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 OF 3
	APN: 40-17-019C & 019P EASEMENT/EXHIBIT		

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Schedule B
Temporary Construction Easement
(legal description, see attached)

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence South 01°11'19" East, 507.67 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave southwesterly, having a radius of 145.00 feet to which the radius point bears South 68°45'46" West and the TRUE POINT OF BEGINNING;

Thence leaving said line, southeasterly 18.32 feet along the arc of said curve, through a central angle of 07°14'15";

Thence North 90°00'00" East, 27.23 feet;

Thence South 00°00'00" East, 144.80 feet;

Thence North 90°00'00" West, 29.33 feet to a point on the westerly line of said Lot 1;

Thence North 00°53'04" West, 5.00 feet along said line;

Thence leaving said line, North 90°00'00" East, 24.41 feet;

Thence North 00°00'00" East, 97.02 feet;

Thence North 87°17'37" West, 23.11 feet to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears North 87°17'37" West;

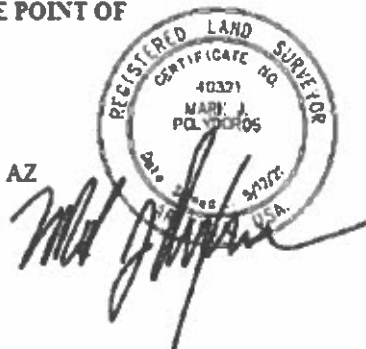
Thence northerly 42.07 feet along the arc of said curve, through a central angle of 17°13'00" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 17.45 feet along said line to the TRUE POINT OF BEGINNING

Containing 1.915 ± feet² or 0.044 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 1 of 3

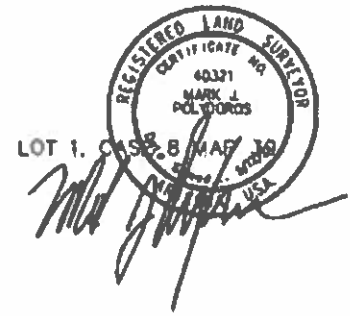


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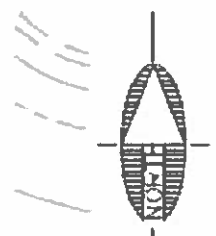
PLOTTED: May 12, 2021 - 4:08pm
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA

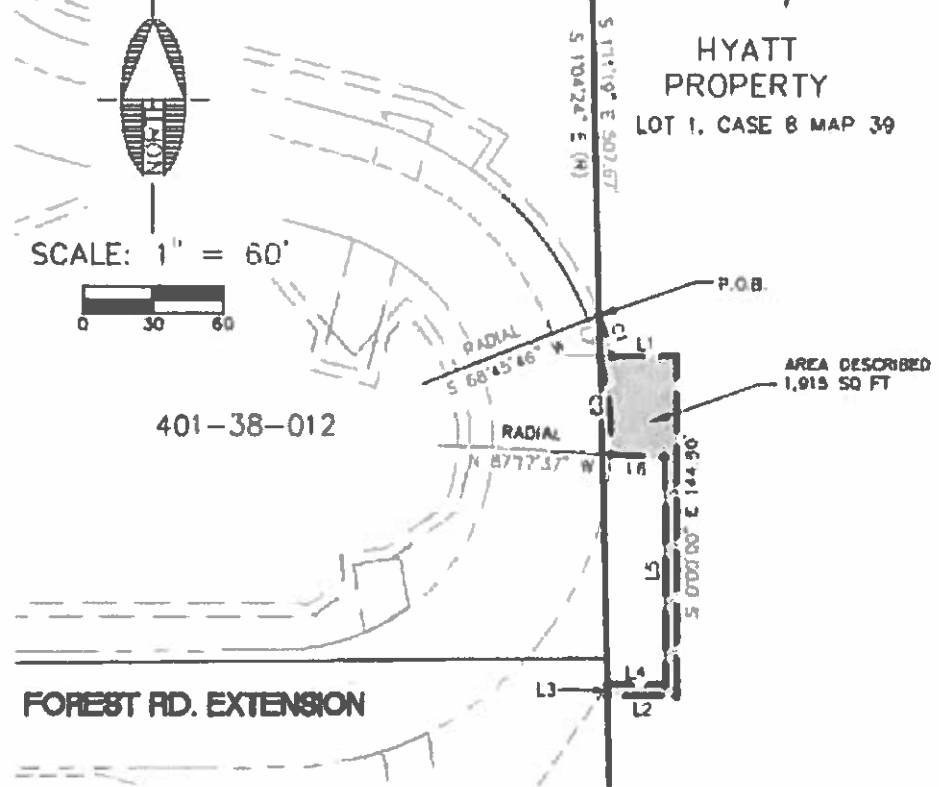
NW CORNER LOT 1, CONDOMINIUM
 PLAT FOR THE 'Y' PROJECT
 CASE 8, MAP 39(R)



**HYATT
 PROPERTY**
 LOT 1, CASE 8 MAP 39



SCALE: 1" = 60'



401-38-012

FOREST RD. EXTENSION

TEMPORARY CONSTRUCTION EASEMENT
 EASEMENT LINE

 Shepherd & Associates, Inc.	221 W. Marina Dr. Suite 102 Phoenix, AZ 85001 602.941.6443 602.941.1975 fax www.swi.com	DATE: 5/8/2021 SCALE: 1"=60' DRAWN: JPM CHECKED: JPM APPROVED: JPM	FOREST ROAD EXTENSION APN: 401-17-019C & 019P EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 2 3 OF 3
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FILED: 2024-08-13 10:02:15 AM

FILE # 2024-08-13 10:02:15 AM - INDIANAPOLIS REGISTERED PROFESSIONAL

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 MERIDIANS,
 COCONINO COUNTY, ARIZONA

Parcel Line Table		
Line #	Length	Direction
L1	27.23	N90° 00' 00"E
L2	29.33	N90° 00' 00"W
L3	5.00	N01° 11' 19"W
L4	24.41	N90° 00' 00"E
L5	97.02	N0° 00' 00"E
L6	23.11	N87° 17' 37"W
L7	17.45	N1° 11' 19"W

Curve Table			
Curve #	Length	Radius	Delta
C1	18.32	145.00	7°14'15"
C2	42.07	140.00	17°13'00"



 Shepherd & Associates, Inc.	1771 W. Mayo St. Suite 103 Phoenix, AZ 85027 602.941.3443 602.941.1575 fax www.swi.com	F.S. NO. 18287	FOREST ROAD EXTENSION	COCONINO COUNTY ARIZONA	SHEET 3 1 OF 1
		DATE: 8/13/24 SCALE: 1"=40' DRAWN: JWP CHECKED: JWP	APN: 401-38-012 EASEMENT EXHIBIT		

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EXHIBIT 2

Satisfaction of Judgment

(to be attached)

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

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

Plaintiff,

vs.

FOREST ROAD CONDOMINIUM
ASSOCIATION, INC., an Arizona non-
profit corporation; HTS-CHC (SEDONA),
LLC, a Delaware limited liability
corporation; 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 CV202200174

SATISFACTION OF JUDGMENT

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. Unk.

(Assigned to the Hon. Elaine Fridlund-
Horne)

Defendant Forest Road Condominium Association hereby acknowledges receipt of
all monies due under the Stipulated Judgment in Condemnation entered by the Court in this
matter on _____, 2024, in full satisfaction thereof.

...

1 DATED this ___ day of _____, 2024.

2 **STEPHEN H. SCHWARTZ, ESQ. PA.**

3
4 By /s/ Stephen H. Schwartz
5 Stephen H. Schwartz
6 *Attorneys for Defendant Forest Road
Condominium Association*

7 E-filed through www.azturbocourt.gov
8 and a COPY e-mailed this ___ day of _____ 2024 to:

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

14 Erin Anding, Esq.
15 Deputy County Attorney
16 Coconino County Attorney's Office
17 110 East Cherry Avenue
18 Flagstaff, Arizona 86001
19 eanding@coconino.az.gov
20 *Attorneys for Defendant Coconino County*

21 Brian Schulman, Esq.
22 Ballard Spahr LLP
23 1 East Washington Street, Suite 2300
24 Phoenix, Arizona 85004-2555
25 SchulmanB@ballardspahr.com
26

By: _____

EXHIBIT 3

Final Order of 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.

FOREST ROAD CONDOMINIUM
ASSOCIATION, INC., an Arizona non-
profit corporation; HTS-CHC (SEDONA),
LLC, a Delaware limited liability
corporation; 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 CV202200175

**FINAL ORDER OF
CONDEMNATION**

[Eminent Domain]

(Priority Case, A.R.S. § 12-1121(B))

Parcel No. Unk.

(Assigned to the Hon. Elaine Fridlund-
Horne)

It appearing to the Court that pursuant to the provisions of the Stipulated Judgment in
Condemnation dated _____, 2024, this Court may enter its Final Order of
Condemnation at this time,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, that fee title and
easement rights, as are set forth in Exhibit 1 (Warranty Deed with legal descriptions and
diagrams), Exhibit 2 (Permanent Slope Easement and Permanent Retaining Wall and Slope

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

6 DONE IN OPEN COURT this ____ day of _____, 2024.

7
8 _____
9 Hon. Elaine Fridlund-Horne
10 Judge of the Superior Court
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Exhibit 1

[Warranty Deed with legal descriptions and diagrams]

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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: 401-17-019C and -019P

WARRANTY DEED

FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), as Grantor's sole and separate property, 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 those certain plots, parcels of land or real property situated in Coconino County, Arizona, and described on Schedules "A" and "B" 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 March, 2022.

[Signatures on following page]

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GRANTOR:
Forest Road Condominium Association, Inc

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

Forest Road Right-of-Way

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot 1;

Thence leaving said line, South 01°33'38" East, 45 line to the **TRUE POINT OF BEGINNING**, 24 feet;

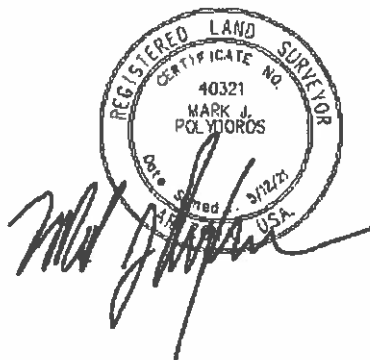
Thence South 89°26'22" West, 122.90 feet to the beginning of a curve concave southeast, having a radius of 85.00 feet;

Thence southwesterly along the arc of said curve 21.55 feet, through a central angle of 14°31'27" to a point on the westerly line of said Lot 1;

Thence North 00°59'50" West, 48.51 feet along said

Containing 6.674 ± feet² or 0.151 Acres.

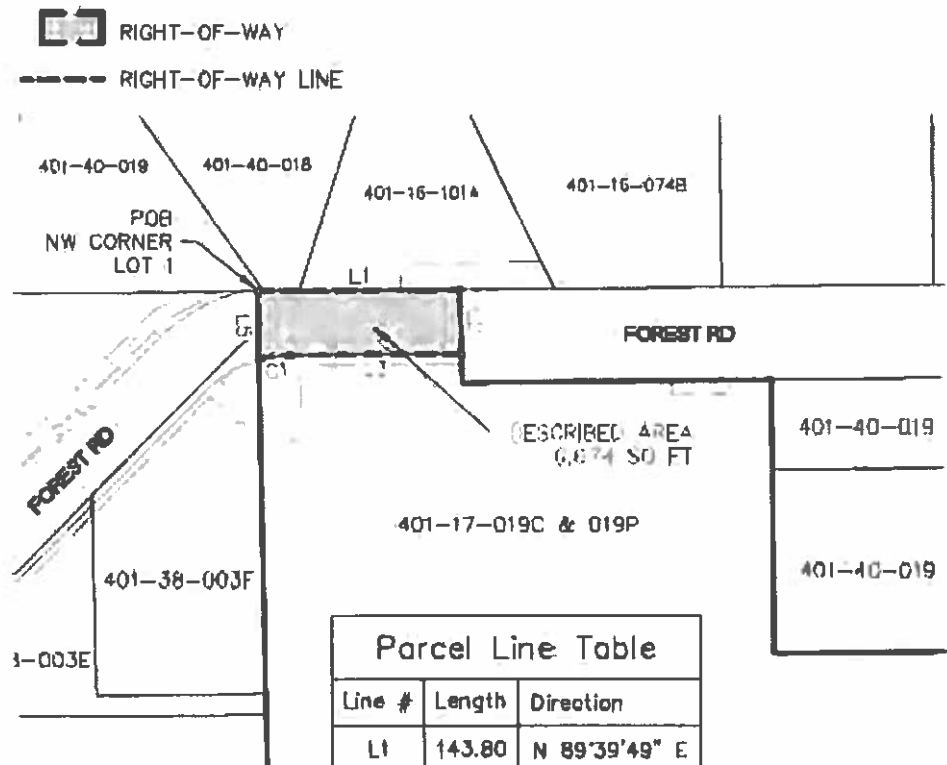
This legal description was prepared by Mark Polydoros RLS 40321, on behalf of and at the request of Shephard- Wesnitzer, Inc., Prescott, AZ



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PLOTTED: May 12, 2021 - 2:10pm

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	143.80	N 89°39'49" E
L2	45.24	S 1°33'38" E
L3	122.90	S 89°26'22" W
L5	48.51	N 0°59'50" W

Curve Table			
Curve #	Length	Radius	Delta
C1	21.55	85.00	14°31'27"

REGISTERED LAND SURVEYOR
 CERTIFICATE NO. 40321
 MARK J. POLYDOROS
 State Expires: 3/31/25
 ARIZONA, U.S.A.
Mark J. Polydoros



SCALE: 1" = 100'

 Shephard Wainman, Inc.	221 N. McDowell Rd. Suite 102 Phoenix, AZ 85001 602.541.0043 602.541.1078 fax www.swi.com	JOB NO. 19201 DATE 3/4/2021 SCALE 1"=100' DRAWN BY CHECKED BY	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 OF 3
	APN: 401-17-019C & 019P RIGHT-OF-WAY EXHIBIT			

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Schedule B
[legal description, see attached]

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LEGAL DESCRIPTION

Forest Road Right-of-Way

APN: 401-17-019C

401-17-019P

Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

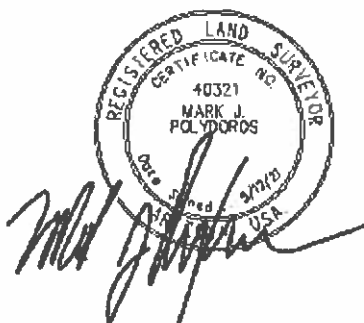
Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears South 75°29'23" West and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, southerly along the arc of said curve 65.06 feet, through a central angle of 26°37'29" to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 64.47 feet along the westerly line of said Lot 1 to the **TRUE POINT OF BEGINNING**.

Containing 162± 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 1 of 2

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PLOTTER: May 12, 2021 4:06pm
FILE: P:\2019\18201\USURVEY\DATA - INCOMPLETION - BNS\HYATT - NEW.DWG USER: JESPER

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

NW CORNER LOT 1, CONDOMINIUM
 PLAT FOR THE 'Y' PROJECT,
 CASE 8, MAP 39(R)



Mark J. Polycoros
 REGISTERED LAND SURVEYOR
 MARK J. POLYCOROS
 DATE 01/01/2008
 STATE OF ARIZONA, USA

HYATT
 PROPERTY
 LOT 1, CASE 8 MAP 39



SCALE: 1" = 60'

401-38-012

RADIAL
 S 75°29'23" W

N 111°10" W 63.47'

S 171°12' E 595.33'
 S 104°26' E 171'
 BASIS OF BEARING

P.O.B

L=85.06, R=140.00
 Δ=26°37'29"

AREA DESCRIBED
 167 SQ FT

FOREST RD. EXTENSION

RIGHT-OF-WAY
 RIGHT-OF-WAY LINE

 Shepherd & Associates, Inc.	221 N. Meeker St. Suite 102 Phoenix, AZ 85001 (602) 941-0443 (602) 941-1076 fax www.swi-ar.com	JOB NO. 18201 DATE 5/12/2021 SCALE 1"=60' DRAWN RWS DESIGN CHECKED JRP	FOREST ROAD EXTENSION COCONINO COUNTY ARIZONA	SHEET 2 OF 2
	APN: 401-17-019C & 019P RIGHT-OF-WAY EXHIBIT			

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Exhibit 2

[Permanent Slope Easement & Permanent Retaining Wall & Slope Easement
with legal descriptions and diagrams]

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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

EXHIBIT B

Document to be recorded:
Permanent Slope Easement and Permanent Retaining Wall & Slope Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

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EXHIBIT B (cont.)

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

APN: 401-17-019C and -019P

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

PERMANENT SLOPE EASEMENT and PERMANENT RETAINING WALL AND SLOPE EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor") do hereby grant and convey to the City of Sedona, an Arizona municipal corporation ("Grantee") and its successors/assigns, a permanent slope easement and a permanent retaining wall and slope easement (the "Easements") for purposes of constructing, installing, operating, and maintaining retaining wall and 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" and "B" attached hereto and incorporated by this reference.

The Grantee is hereby granted the right to construct, install, operate, repair, replace, and maintain the retaining wall and 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 the retaining wall and 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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EXHIBIT B (cont.)

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

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Schedule A
Permanent Slope Easement
[legal description, see attached]

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LEGAL DESCRIPTION

Slope Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence South 01°11'19" East, 589.33 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave northwesterly, having a radius of 140.00 feet to which the radius point bears North 77°59'42" West and the **TRUE POINT OF BEGINNING**;

Thence leaving said line, northerly 22.72 feet along the arc of said curve, through a central angle of 09°17'55";

Thence South 87°17'37" East, 23.11 feet;

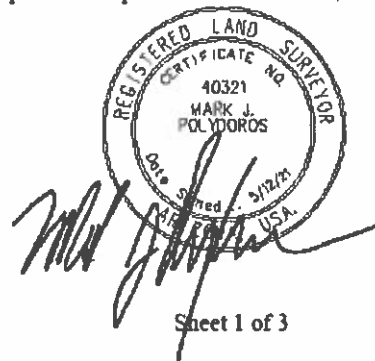
Thence South 00°00'00" East, 97.02 feet;

Thence North 90°00'00" West, 24.41 feet to a point on the westerly line of said Lot 1;

Thence North 01°11'19" West, 75.62 feet along said line to the **TRUE POINT OF BEGINNING**.

Containing 2,438 ± feet² or 0.056 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 1 of 3

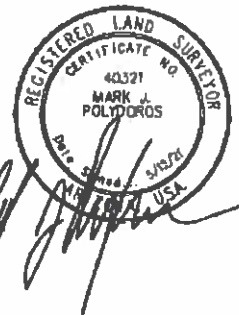
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 FILE P: \2019\19201\SURVEY\DATA - INCOMING\FROM_ARCH\HYATT_SLP.DWG.MPOLYDOROS

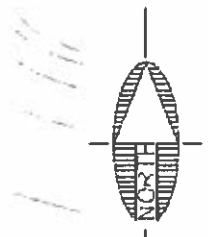
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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

NW CORNER LOT 1, CONDOMINIUM
 PLAT FOR THE 'Y' PROJECT.
 CASE 8, MAP 39(R)



**HYATT
 PROPERTY**
 LOT 1, CASE 8 MAP 39



SCALE: 1" = 60'

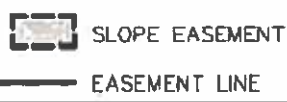


401-38-012

RADIAL C1
 N 77°53'42" W
 P.O.B.

AREA DESCRIBED
 2,438 SQ FT

FOREST RD. EXTENSION



 Shephard & Wentzler, Inc.	221 N. Warner St. Suite 102 Phoenix, AZ 85001 602.541.9443 602.541.1073 fax www.swi.com	JOB NO 16291 DATE 5/23/2021 SCALE 1"=60' DRAWN JPM DESIGN CHECKED MP	FOREST ROAD EXTENSION APN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA	SHEET 2 2 OF 3
		SHEPHARD & WENTZLER, INC.			

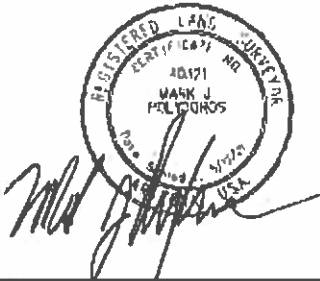
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LOTTEC Map 30-1-1 Dept.

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	23.11	S87° 17' 37"E
L2	97.02	S0° 00' 00"E
L3	24.41	N90° 00' 00"W
L4	75.52	N1° 11' 53"W

Curve Table			
Curve #	Length	Radius	Delta
C1	22.72	140.00	91° 7' 55"



FILE # 2015-1020 SURVEY DATE - INDIANAPOLIS INDIANAPOLIS INDIANAPOLIS

 Shepherd & Associates, Inc.	40121 Mark J. Polychuk Registered Land Surveyor State of Arizona No. 40121 Exp. 5/1/75	401-38-012 DATE 07/12/2015 SCALE 1"=40' DRAWN TMS CHECKED GP	FIREST ROAD EXTENSION COCONINO COUNTY ARIZONA APN: 401-38-012 EASEMENT EXHIBIT	4487 5 1 of 1
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Schedule B
Permanent Retaining Wall and Slope Easement
(legal description, see attached)

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LEGAL DESCRIPTION
Retaining Wall & Slope Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 45.24 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 01°33'38" East, 2.33 feet;

Thence South 89°26'22" West, 111.58 feet;

Thence South 45°01'11" West, 14.11 feet;

Thence South 00°55'13" East, 49.39 feet;

Thence South 88°24'16" West, 22.29 feet to a point on the westerly line of said Lot 1;

Thence North 01°10'08" West, 59.29 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 85 feet to which the radius point bears South 15°05'05" East;

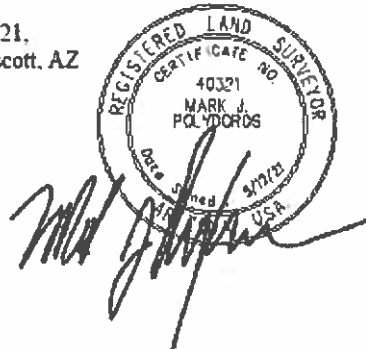
Thence leaving said line easterly along the arc of said curve, 21.55 feet, through a central angle of 14°31'27";

Thence North 89°26'22" East, 122.90 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,700 ± feet² or 0.039 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 1 of 2



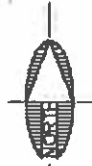
PLOTTED: May 12, 2021 - 2:15pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

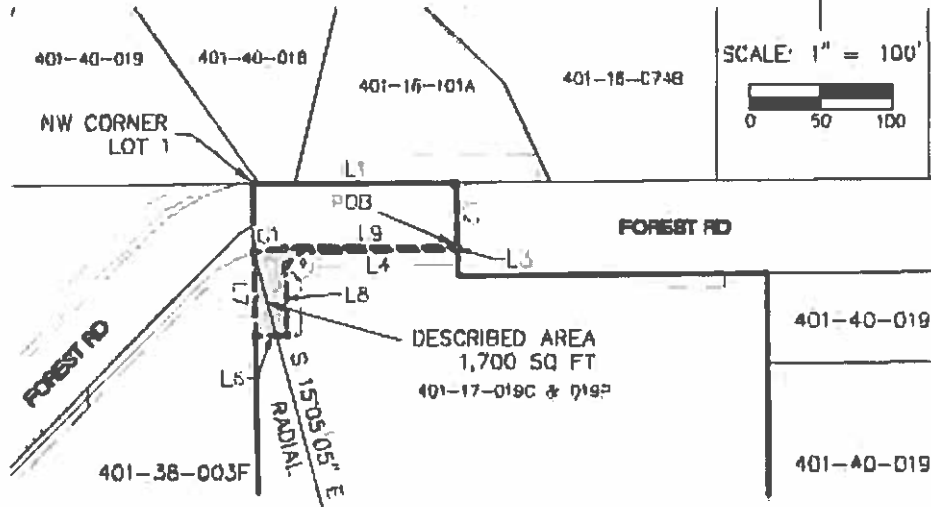
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 17 NORTH, RANGE 6 EAST,
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

RETAINING WALL &
SLOPE EASEMENT.

EASEMENT LINE



SCALE: 1" = 100'



Parcel Line Table

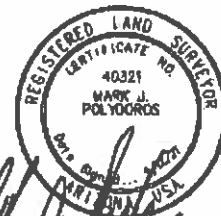
Line #	Length	Direction
L1	143.80	N 89°39'49" E
L2	45.24	S 1°33'38" E
L3	2.33	S 1°33'38" E
L4	111.58	S 89°26'22" W
L5	14.11	S 45°01'11" W

Parcel Line Table

Line #	Length	Direction
L6	22.29	S 88°24'16" W
L7	59.29	N 1°0'08" W
L8	49.39	S 0°55'13" E
L9	122.90	N 89°26'22" E

Curve Table

Curve #	Length	Radius	Delta
C1	21.55	85.00	14°31'27"



2141 Meador Dr
Suite 107
Primm, AZ 85301
928.541.0443
928.541.9776 fax
www.swi.com

Shepherd & Associates, Inc.

JOB NO. 19201
DATE 3/4/2021
SCALE 1"=100'
DRAWN RFB
DESIGN
CHECKED

FOREST ROAD EXTENSION

COCONINO COUNTY
ARIZONA

3-037

APN: 401-17-019C & 019E
EASEMENT/EXHIBIT

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2 of 3

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Exhibit 3

[Temporary Construction Easement with legal descriptions and diagrams]

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Temporary Construction Easement

Parties:
City of Sedona

and:
FOREST ROAD CONDOMINIUM ASSOCIATION, INC; and

Assessor's Parcel Number:
401-17-019C & 019P

County:
Coconino

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

APN: 401-17-019C & 019P

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FOREST ROAD CONDOMINIUM ASSOCIATION, INC, an Arizona not-for-profit corporation ("Grantor"), does 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 retaining wall and 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" and "B" 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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IN WITNESS WHEREOF, this Easement has been executed and delivered by the undersigned Grantor, the receipt and sufficiency of which is hereby acknowledged.

Dated: _____

GRANTOR:
Forest Road Condominium Association, Inc

Authorized Agent

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: City of Sedona

Sandra J. Moriarty, Mayor

ATTEST:

Susan L. Irvine, CMC, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney

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Schedule A
Temporary Construction Easement
[legal description, see attached]

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence North 89°49'39" East, 143.80 feet, basis of bearing (North 89°30'36" West record) along the northerly line of said Lot1;

Thence leaving said line, South 01°33'38" East, 47.57 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing South 01°33'38" East, 10.00 feet;

Thence South 89°26'22" West, 111.83 feet;

Thence South 44°46'20" West, 11.15 feet;

Thence South 00°55'13" East, 49.09 feet;

Thence South 88°24'16" West, 10.00 feet;

Thence North 00°55'13" West, 49.39 feet;

Thence North 45°01'11" East, 14.11 feet;

Thence North 89°26'22" East, 111.58 feet to the **TRUE POINT OF BEGINNING**.

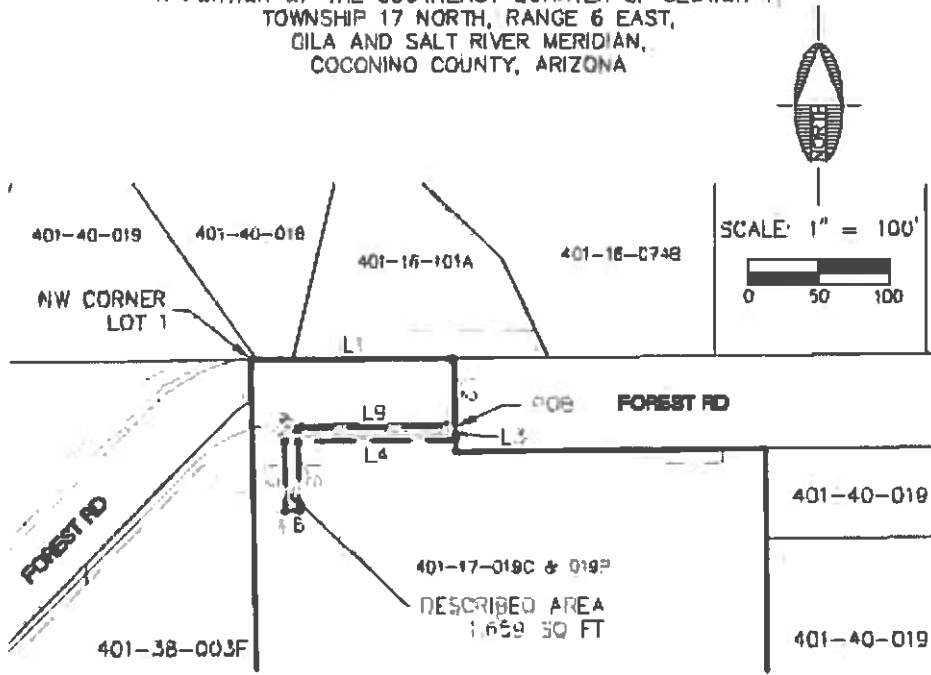
Containing 1,659 ± feet² or 0.038 Acres.

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



PLOTTED: May 12, 2021 - 2:14pm

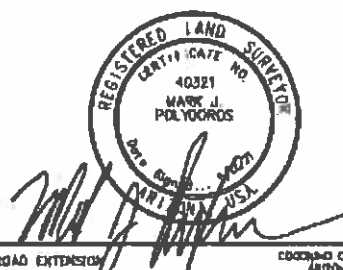
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION
 A PORTION OF THE SOUTHEAST QUARTER OF SECTION 7,
 TOWNSHIP 17 NORTH, RANGE 6 EAST,
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



Parcel Line Table		
Line #	Length	Direction
L1	143.80	N 89°39'49" E
L2	47.57	S 1°33'38" E
L3	10.00	S 1°33'38" E
L4	111.83	S 89°26'22" W
L5	49.09	S 0°55'13" E

Parcel Line Table		
Line #	Length	Direction
L6	10.00	S 88°24'16" W
L7	49.39	N 0°55'13" W
L8	14.11	N 45°01'11" E
L9	111.58	N 89°26'22" E

TEMPORARY CONSTRUCTION EASEMENT
 EASEMENT LINE



 21 N Mayo St. Suite 102 Phoenix, AZ 85001 Tel: 504-0443 Fax: 504-1078 www.swi.com	JOB NO. 19207 DATE 3/9/2021 SCALE 1"=400' DRAWN BPR CHECKED PLOTTED BPR	FOREST ROAD EXTENSION APN: 401-17-019C & 019D EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA SHEET 2 2 OF 3
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Schedule B
Temporary Construction Easement
[legal description, see attached]

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LEGAL DESCRIPTION
Temporary Construction Easement
APN: 401-17-019C
401-17-019P
Job # 19201 05/12/2021

All that portion of 'Lot 1, Condominium Plat for the Y-Project' as recorded in Case 8, Map 39, Records of Coconino County, located 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 northwest corner of said Lot 1;

Thence South 01°11'19" East, 507.67 feet, basis of bearing (South 01°04'24" East record) along the westerly line of said Lot 1 to a point on a non-tangent curve concave southwesterly, having a radius of 145.00 feet to which the radius point bears South 68°45'46" West and the TRUE POINT OF BEGINNING;

Thence leaving said line, southeasterly 18.32 feet along the arc of said curve, through a central angle of 07°14'15";

Thence North 90°00'00" East, 27.23 feet;

Thence South 00°00'00" East, 144.80 feet;

Thence North 90°00'00" West, 29.33 feet to a point on the westerly line of said Lot 1;

Thence North 00°53'04" West, 5.00 feet along said line;

Thence leaving said line, North 90°00'00" East, 24.41 feet;

Thence North 00°00'00" East, 97.02 feet;

Thence North 87°17'37" West, 23.11 feet to a point on a non-tangent curve concave westerly, having a radius of 140.00 feet to which the radius point bears North 87°17'37" West;

Thence northerly 42.07 feet along the arc of said curve, through a central angle of 17°13'00" to a point on the westerly line of said Lot 1;

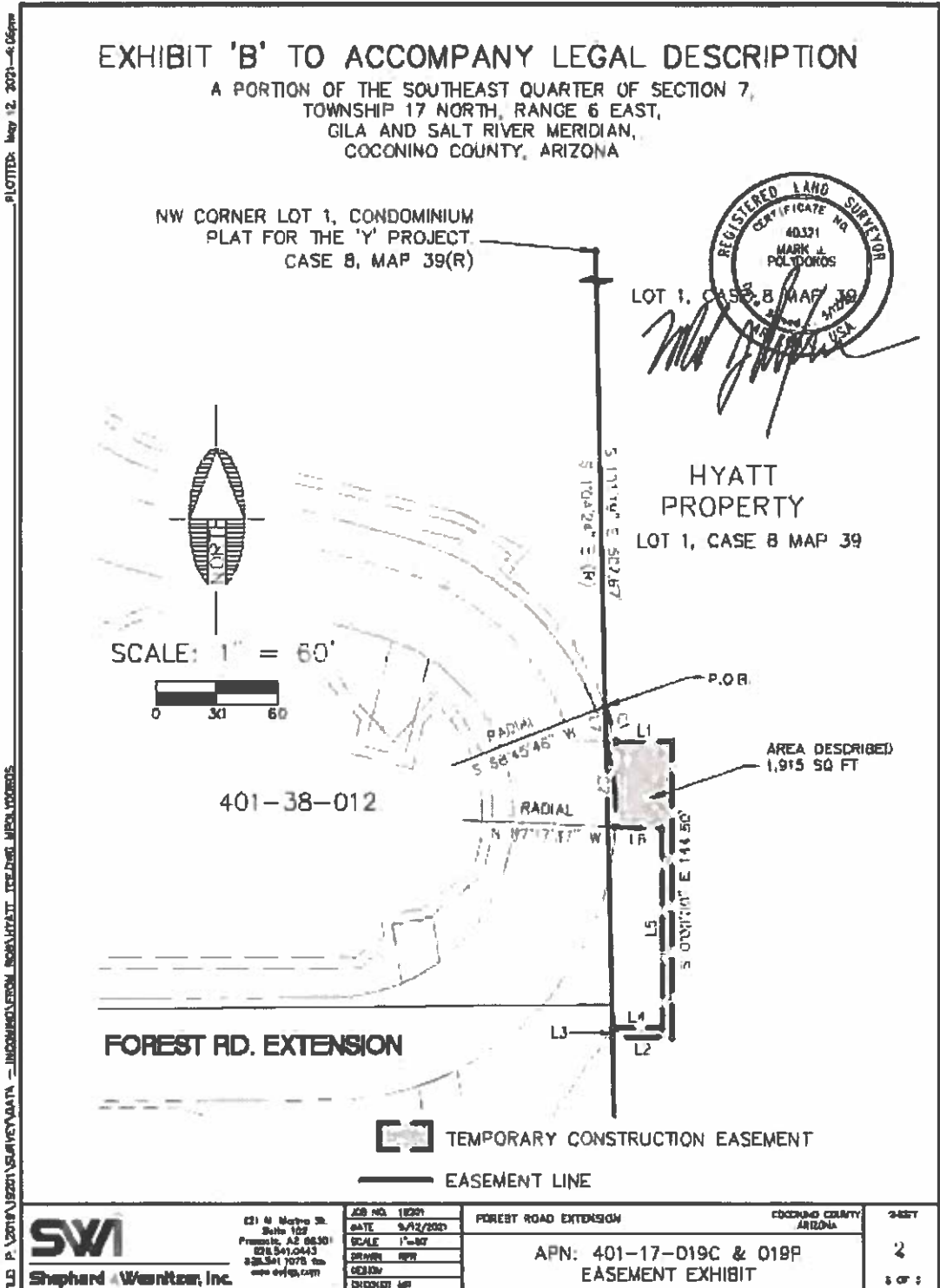
Thence North 01°11'19" West, 17.45 feet along said line to the TRUE POINT OF BEGINNING.

Containing 1.915 ± feet² or 0.044 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 1 of 3



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NOTES: See 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26

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	27.23	N90° 00' 00"E
L2	29.33	N90° 00' 00"W
L3	5.00	N01° 11' 18"W
L4	24.41	N90° 00' 00"E
L5	97.02	N0° 00' 00"E
L6	23.11	N87° 17' 37"W
L7	17.45	N1° 11' 19"W

Curve Table			
Curve #	Length	Radius	Delta
C1	18.32	145.00	7°14'15"
C2	42.07	140.00	17°13'00"

FILE: P:\GIS\ESRI\Survey\DATA - INCOMPLETED\ARIZONA\HARRIS_TERRACE_MPO\COONING

 Shepherd & Associates, Inc.	214 N. Main St. Suite 108 Phoenix, AZ 85001 328.541.2443 328.541.1075 fax www.swi.com	JOB NO. 1827 DATE: 3/11/2025 SCALE: 1"=40' DRAWN: JPB CHECKED: JPB	FOREST ROAD EXTENSION ARN: 401-38-012 EASEMENT EXHIBIT	COCONINO COUNTY ARIZONA 5 1 of 1
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EXHIBIT 4

Gate Location Drawing (labeled therein "Option 2")

(to be attached)

Option 2

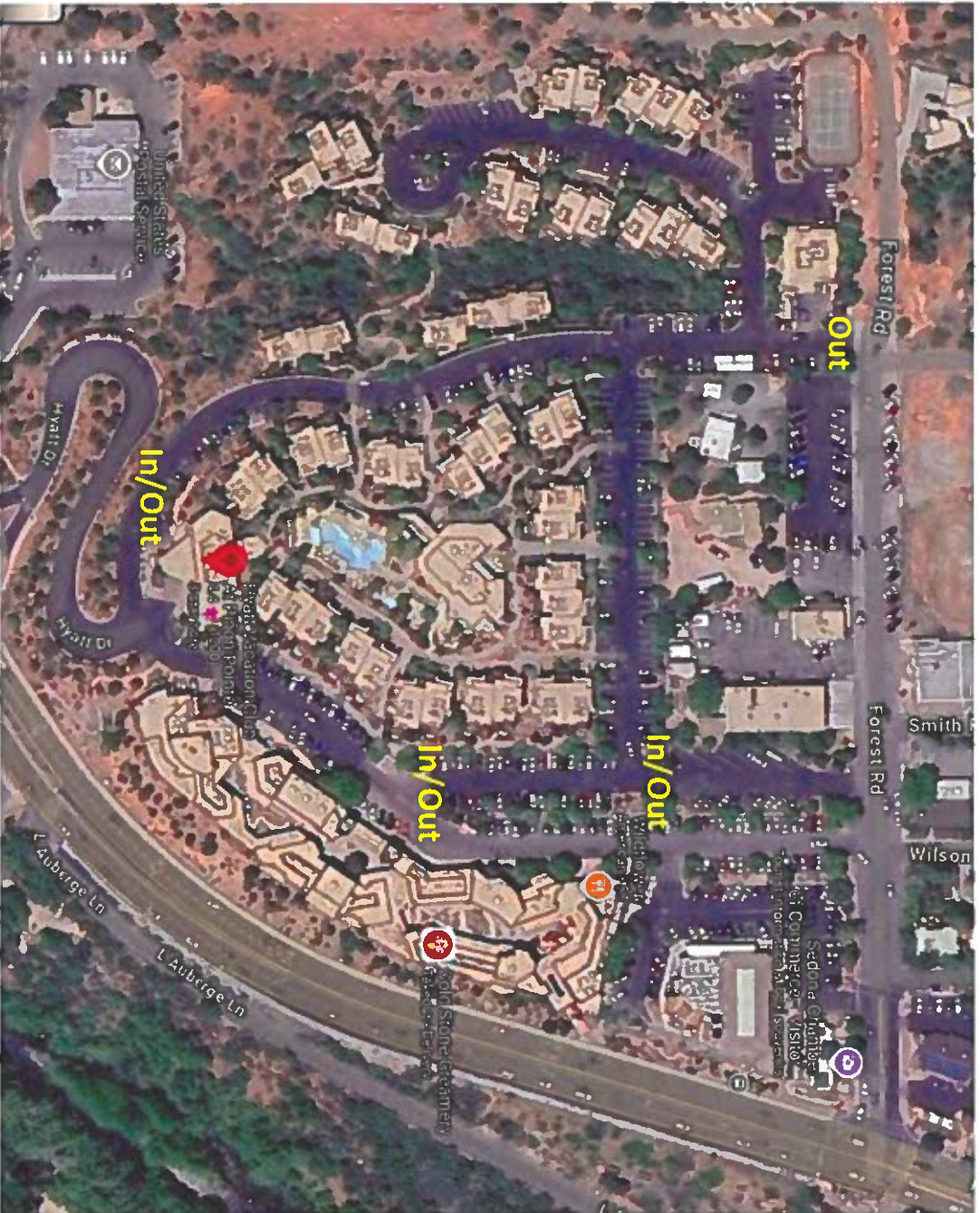


EXHIBIT 5

5 Tour Bus and 9 Vehicle Public Parking Spaces



EXHIBIT 6

Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement

(to be attached)

RECORDED AT THE
REQUEST OF, AND
WHEN RECORDER
RETURN TO:

James B. Connor, Esq.
Gallagher & Kennedy, P.A.
2575 East Camel Back Road
Phoenix, AZ 85016

(The area above is reserved for Recorder's use)

**AMENDED AND RESTATED DECLARATION OF NONEXCLUSIVE MUTUAL ACCESS
AND PARKING EASEMENT AGREEMENT**

This Amended and Restated Declaration of Nonexclusive Mutual Access and Parking Easement Agreement ("**Agreement**") is entered into this 23rd day of January, 2023, by and between HTS-CHC (Sedona), LLC, a Delaware limited liability company whose address is 9002 San Marco Court, Orlando, Florida 32819 ("**Retail Owner**") and Forest Road Condominium Association, Inc., an Arizona not-for-profit corporation whose address is c/o HV Global Management Corporation, 9002 San Marco Court, Orlando, Florida 32819 ("**Association**"). Retail Owner and Association are sometimes referred to in this Agreement individually as a "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS, Association is the condominium association of that certain condominium known as Forest Road Condominium located in Coconino County, Arizona ("**Condominium**"), which Condominium is located on property more particularly described on **Exhibit "A"** attached to and made a part of this Agreement ("**Condominium Property**"); and

WHEREAS, Retail Owner is the former developer and current fee owner of certain real property located in Coconino County, Arizona which is more particularly described on **Exhibit "B"** attached to and made a part of this Agreement ("**Retail Property**"); and

WHEREAS, Association and Retail Owner previously entered into that certain Declaration of Nonexclusive Mutual Access and Parking Easement Agreement dated January 14, 2004, and recorded on January 21, 2004, in the Official Records of Coconino County, Arizona, with recording reference 3245342 (the "**Original Declaration**"); and

WHEREAS, Association and Retail Owner desire to amend, restate and replace the Original Declaration in its entirety by virtue of this Agreement; and

WHEREAS, the Parties desire to designate certain parking spaces on the Condominium Property as available for the purpose of permitting the employees of Association, Retail Owner, and Retail Owner's tenants, to park in such designated areas ("**Shared Employee Parking Area**"), and to provide the vehicular parking, ingress and egress and other easement rights

over and across the Condominium Property and the Retail Property more particularly described herein; and

WHEREAS, the Parties desire to subject the Condominium Property and the Retail Property to the covenants, conditions, and restrictions set forth in this Agreement, to establish the easements described in this Agreement, and to provide for the maintenance of easement areas as provided in this Agreement, for the mutual benefit of the Parties and their respective successors, assigns, invitees, members, employees, mortgagees, tenants, customers, and invitees.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby submit, covenant and agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Agreement by this reference.
2. Shared Employee Parking Area and Easement Rights.
 - a. Subject to the terms of this Agreement, Association hereby grants unto Retail Owner, its successors, and assigns, a perpetual non-exclusive easement in, on, and over the streets, roadways and parking areas located on the Condominium Property for the purpose of allowing Retail Owner's employees and Retail Owner's tenants' employees (collectively, the "Retail Employee Users") vehicular and pedestrian access, ingress, and egress to and from the Retail Property and in order to park motor vehicles in the Shared Employee Parking Area located on the Condominium Property.
 - b. The Shared Employee Parking Area consists of sixty-nine (69) parking spaces located on the Condominium Property as generally depicted in the three locations labeled "Employee Parking Area" on Exhibit "C" attached hereto and incorporated herein by reference. The Retail Employee Users shall have no right hereunder to park vehicles in any area of the Condominium Property other than the Shared Employee Parking Area, as it may exist from time to time
 - c. The boundaries of the Shared Employee Parking Area shall, to the extent permitted by applicable law, be designated by signage designed, installed and maintained by Association. Each of Association and Retail Owner shall be responsible for one half of all costs relating to the installation of said signage. Allocation of responsibility for the costs of maintenance of such signage shall be as set forth in Section 33.c below.
 - d. The Shared Employee Parking Area shall be available to Association's employees and the Retail Employee Users on a first-come, first-served basis. In addition, the Parties acknowledge that, in the event that guests or owners of the Condominium Property or Retail Property park within the Shared

Employee Parking Area in contravention of the parking restrictions set forth herein, enforcement of the parking restrictions against such users would be impractical and no Party shall have any right or duty to affirmatively enforce such restrictions against such parties, including, without limitation, by causing such vehicles to be towed.

- e. No vehicles shall be parked on the Retail Property or the Condominium Property in any unauthorized area or in such manner as to impede or prevent access to another authorized user's parking space or any fire lanes. All Parties shall obey all posted parking regulations. Any vehicles parked in any unauthorized area or impeding another authorized user's parking space or any fire lanes are subject to being towed away at the vehicle owner's sole expense. No party shall be permitted to store boats, trailers, mobile homes, recreational vehicles or similar vehicles within the parking areas located on the Condominium Property or the Retail Property. No parties shall be permitted to park in spaces designated for handicapped persons, unless they are permitted to do so under applicable law, and each Party has the right to notify local authorities of any such violations. Each Party shall comply with any rules and regulations adopted by the other Party with respect to the use of the drives and parking spaces located on such Party's property, provided that such rules and regulations do not impede normal use of such Party's property under any ingress, egress, or parking easement in favor of either Party.

3. Maintenance.

- a. **Association Maintenance of Condominium Property.** Association will maintain or cause to be maintained in good order and repair the streets, roadways, parking areas, and parking-related signage located on the Condominium Property, and keep the same reasonably clear of impediments so as not to impede normal use of such areas for their intended purpose.
- b. **Retail Owner Maintenance of Retail Property.** Retail Owner will maintain or cause to be maintained in good order and repair the streets, roadways, parking areas, and parking-related signage located on the Retail Property, and keep the same reasonably clear of impediments so as not to impede normal use of such areas for their intended purpose.
- c. **Shared Employee Parking Area Maintenance and Repair Costs.**
 - (i) Routine Maintenance. The Parties agree that Retail Owner will pay a pro rata share ("**Retail Owner's Pro Rata Share of Maintenance**") of all reasonable out-of-pocket costs and expenses incurred for the routine maintenance of the Shared Employee Parking Area, including, without limitation, sweeping and cleaning, landscape maintenance, and other similar activities the expense of which is non-capitalizable under

generally accepted accounting principles. However, such costs and expenses shall exclude costs and expenses for premiums for commercial general liability insurance, property taxes, or remediation of hazardous substances that were on or about the Condominium Property prior to the performance of such maintenance or are otherwise wholly unrelated to such maintenance. For purposes hereof, Retail Owner's Pro Rata Share of Maintenance shall be calculated as fifty percent (50%) of the number of parking spaces located within the Shared Employee Parking Area from time to time, divided by the total number of parking spaces located on the Condominium Property. By way of example, and based on the current number of parking spaces in the Shared Employee Parking Area and the Condominium Property, Retail Owner's Pro Rata Share of Maintenance would be calculated as follows: $50\% \times 69 \text{ parking spaces} = 34.5 \text{ parking spaces} / 245 \text{ spaces} = 14.1\%$. On an annual (calendar year) basis, not later than April 1 of each calendar year, Association will assess Retail Owner its Retail Owner's Pro Rata Share of Maintenance pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed costs and expenses. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such costs and expenses. In connection with each such annual assessment, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made. Retail Owner agrees to pay to Association its Retail Owner's Pro Rata Share of Maintenance no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share of Maintenance. Any amounts due under this Agreement that remain unpaid after such thirty (30) day period shall accrue interest at the lower of (i) twelve percent (12%) per annum, or (ii) highest rate allowable by law (the "Interest Rate").

(ii) **Capital Improvements.** The Parties agree that Retail Owner will pay fifty percent (50%) ("**Retail Owner's Pro Rata Share of Capital Projects**") of all out-of-pocket capital expenditures for reasonably necessary repair or refurbishment of the Shared Employee Parking Area, including, without limitation, all capital expenditures for restriping, resurfacing and any other similar activities the expenditure for which is, in each case, capitalizable under generally accepted accounting principles. However, such expenditures shall exclude expenditures for remediation of hazardous substances that were on or about the Condominium Property prior to the performance of any such capital projects or are otherwise wholly unrelated to such capital projects. Further, Retail Owner shall not be liable for expenditures incurred in connection with any project for which Retail Owner's share, in the aggregate, will exceed \$25,000 without Retail Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Association desires to undertake and be

reimbursed for Retail Owner's Pro Rata Share of Capital Projects with respect to any such projects, Association shall notify Retail Owner of such projects on or before November 1st of the year prior to the year in which such projects will be performed, which notice shall include a reasonably specific explanation of the project and the estimated amount of the cost thereof for which Association expects to seek reimbursement. Retail Owner agrees to pay to Association, Retail Owner's Pro Rata Share of Capital Projects such expenditures no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share of Capital Projects relating thereto, pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed expenditures. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such expenditures. Notwithstanding the foregoing, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made.

4. **Parking Enforcement.**

- a. The Parties may, by mutual agreement, and subject to the restrictions and requirements of applicable law, implement operating procedures for the purpose of monitoring and enforcing the terms set forth in this Agreement for the Shared Employee Parking Area and for preventing unauthorized use of the parking areas located on the Condominium Property and the Retail Property (the "**Parking Monitoring Procedures**"), which Parking Monitoring Procedures shall be enforced in a non-discriminatory manner and which may include, but shall not be limited to: (i) providing Association's employees and Retail Employee Users vehicle decals for the purposes of identifying permitted users of the Shared Employee Parking Area; (ii) providing for signage displaying parking rules, regulations and/or penalties for violations; (iii) providing for the installation of a gate-arm system for the purpose of limiting access to some or all of the parking areas described in this Agreement located on both the Condominium Property and the Retail Property from outsider users (but in no event shall the gate-arms prevent access between the Condominium Property and the Retail Property or prevent the use of or access to the Shared Employee Parking Area as contemplated hereby); and (iv) such other procedures as may be agreed to by the Parties in writing.
- b. Association shall be responsible for the implementation and administration of the Parking Monitoring Procedures, and Retail Owner will pay a pro rata share ("**Retail Owner's Pro Rata Share for Parking Enforcement**") of all reasonable out-of-pocket costs and expenses of implementing, operating and maintaining the means of parking enforcement therewith. However, such costs and expenses shall exclude costs and expenses for premiums for commercial general liability insurance, property taxes, or remediation of hazardous substances that were on or about the Condominium Property prior to the creation or

performance of such Parking Monitoring Procedures or are otherwise wholly unrelated to such Parking Monitoring Procedures. For purposes hereof, "**Retail Owner's Pro Rata Share**" shall mean the following: the total costs incurred by Association in implementing and maintaining such Parking Monitoring Procedures multiplied by 50%. On an annual (calendar year) basis, Association will, not later than April 1 of each calendar year, assess Retail Owner its Retail Owner's Pro Rata Share for Parking Enforcement pursuant to an invoice which is accompanied by a reasonably specific breakdown of the assessed costs and expenses. Upon Retail Owner's request, Association will provide copies of supporting invoices or other documentation for such costs and expenses. In connection with each such annual assessment, in no event shall Retail Owner be assessed for costs and expenses incurred prior to the calendar year for which such assessment is made. Retail Owner agrees to pay to Association its Retail Owner's Pro Rata Share for Parking Enforcement no later than thirty (30) days after Association assesses Retail Owner for Retail Owner's Pro Rata Share for Parking Enforcement. Any amounts due under this Agreement that remain unpaid after such thirty (30) day period shall accrue interest at the Interest Rate.

5. Reserved Rights.

- a. Association hereby reserves for itself, and its successors and assigns, the right to use the Shared Employee Parking Area for any purpose which does not unreasonably interfere with the rights granted to Retail Owner in this Agreement.
- b. Association may relocate, alter or modify the location of the Shared Employee Parking Area from time to time, to another portion of the Condominium Property, provided that no portion of the Shared Employee Parking Area shall be relocated to occupy any of the parking spaces identified in Exhibit "C-1" as the "critical parking areas." In the event of any such relocation, Retail Owner shall reasonably cooperate with Association in connection with any such relocation, including by, at Association's request, executing an amendment (in recordable form) to this Agreement amending the description of the Shared Employee Parking Area.
- c. The Parties reserve the right, but not the obligation, for the Party owning a particular property to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas or any other improvements; and install utility lines, equipment and cables upon, above or under the Condominium Property or Retail Property, as applicable, so long as such use does not materially, adversely and unreasonably interfere with the purpose for which the easements under this Agreement are granted.

6. Insurance. Association and Retail Owner will maintain or cause to be maintained at all times commercial general liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the portion of Condominium Property and the Retail Property, respectively, with coverages

of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage.

7. Indemnification. Each Party, for and on behalf of itself, its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the use of the easements or the exercise of the rights granted under this Agreement by the other Party. Each Party (for itself, its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees, and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the other Party, its parent company, its related, affiliated and subsidiary companies, its employees, assigns, agents, contractors, subcontractors, representatives, licensees, tenants, guests or invitees, and the officers, directors, employees, representatives and agents of each, and for those claiming by, through or under any of them, (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to operations on, or the use of the easements granted under this Agreement by the other Party (its parent company, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives and invitees and all the respective officers, directors, employees, representatives and agents of each).
8. Breach. If either Party breaches any provision in this Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by the non-breaching Party, in addition to any other right or remedy available to the non-breaching Party at law or in equity, the non-breaching Party shall have the right, but not the obligation, to cure any such breach. The breaching Party shall reimburse the non-breaching Party for the cost thereof upon demand, together with interest accruing thereon at the Interest Rate, from and after the date of the breaching Party's demand for such reimbursement, until the breaching Party's receipt of full payment for such amounts.
9. Interpretation. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and shall bind, and the benefits and advantages shall inure to and be enforceable by the Parties as well as their respective successors and assigns. Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement, or

any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

10. **Attorneys' Fees.** If it is necessary for either Party to bring suit to enforce any provisions of this Agreement or for damages on account of any breach of this Agreement, the substantially prevailing Party on any issue in any such litigation and any appeals therefrom is entitled to recover from the other Party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney and paralegal fees as fixed by the court.
11. **Construction.** The Parties agree that the language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
12. **Covenants Running With The Land.** All rights, privileges, benefits and burdens created herein are covenants running with and appurtenant to the land, binding upon and inuring to the benefit of the parties and their respective successors in title. All rights, privileges and benefits granted herein to the parties shall benefit their successors in title during their respective periods of title ownership.
13. **Notice.** Any notice or other communication permitted or required to be given pursuant to this Agreement by one Party to the other shall be in writing and shall be hand delivered, delivered by confirmed telecopy/facsimile, or mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party, to wit:

To Retail Owner HTS-CHC (Sedona), LLC
9002 San Marco Court
Orlando, FL 32819
Attention: Mr. Donald Baarman

With a copy to: HTS-CHC (Sedona), LLC
9002 San Marco Court
Orlando, FL 32819
Attention: William S. Vanos, Esq.

To Association: Forest Road Condominium Association,
Inc 8825 N 23rd Avenue, Suite 100
Phoenix, AZ 85021
Attention: President

With a copy to: HV Global Management Corporation
9002 San Marco Court
Orlando, FL 32819
Attention: Resort Operations/Law Department

14. Estoppel Certificates. Each Party agrees to execute and deliver to the other Party, or to any existing or prospective purchaser, mortgagee, or lessee designated by such other Party, within fifteen (15) days after written request by the other Party, a certificate stating whether or not: (i) there is any existing uncured default by any Party to this Agreement, and, if there is any such default, specifying the nature and extent of such default; (ii) there are any sums which the Party executing such certificate is entitled to receive or demand from the other Party under this Agreement, and, if there is any such sum, specifying the nature and extent of such sums; or (iii) whether or not there is any ruling or decision involving this Agreement and the Party executing such certificate within the ninety (90) days preceding the date of such certificate and, if so, identifying such ruling or decision.
15. Venue. If any suit or legal action is commenced by any Party, all other Parties are deemed to have agreed, consented, and submitted to the personal jurisdiction of the federal, circuit and county courts in and for Coconino County, Arizona (the "*Coconino County Courts*"), with respect to such suit or legal action, and each person also agrees and consents that venue in any such suit or legal action is only proper in the Coconino County Courts, and each person waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in the Coconino County Courts. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.
16. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST ANY OTHER CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED PURSUANT TO THIS AGREEMENT.
17. Severability. If any provision of this Agreement shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
18. Force Majeure. If the performance by any Party obligated under this Agreement (excluding monetary obligations) is limited, delayed or prevented in whole or in part by applicable law; action adopted or taken by any federal, state or local governmental authority; acts of God; fire; floods; storms; explosions; major accidents or casualties; pandemics or epidemics; war; acts of terrorism; civil disorders; strikes or other labor difficulties; shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation; or by any other cause not reasonably within such Party's control, whether or not specifically mentioned in this Agreement, performance shall be excused, discharged, and released of performance but only to the extent and for such time that such performance or obligation (excluding any monetary obligation) is so limited, delayed or prevented by such occurrence.

19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and neither Party has been induced by the other Party by representations, promises, or understandings not expressed in this Agreement, and there are no collateral agreement, stipulations, promises, representations, warranties, covenants, obligations, or understandings whatsoever, including, without limitation, the Original Declaration, in any way relating to the subject matter of this Agreement that are not expressly contained in this Agreement.
20. Exhibits. All of the exhibits that are attached to this Agreement are an integral part of this Agreement and are incorporated by reference into this Agreement. If a conflict exists between the body of this Agreement and any exhibit, the body prevails to the extent of the conflict.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

“RETAIL OWNER”

HTS-CHC (SEDONA), LLC, a Delaware limited liability company

By: Joseph J. Bramuchi

Name: JOSEPH J. BRAMUCHI

Title: V.P.

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of January, 2023, by Joseph J. Bramuchi, the Vice President of HTS-CHC (Sedona), LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me, or has produced a _____ as identification as identification.

Notary Public Frances Castro
Print Name: Frances Castro

My Commission Expires:



“ASSOCIATION”

FOREST ROAD CONDOMINIUM ASSOCIATION, INC., an Arizona not-for-profit corporation

By: Dwight Kadar

Name: DWIGHT KADAR

Title: PRESIDENT

STATE OF Arizona)

COUNTY OF Cocoma)

ss:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of January, 2023, by Dwight Kadar, the President of Forest Road Condominium Association, Inc., an Arizona not-for-profit corporation, on behalf of said corporation, who is personally known to me, or has produced a AZ Drivers License as identification as identification.

Notary Public

Print Name: Jesse Aguirre

My Commission Expires: Nov 9th 2026

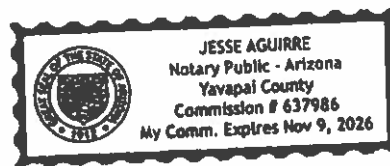


EXHIBIT A

The Condominium Property

LOT 1, AMENDED CONDOMINIUM PLAT OF THE "Y" PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN CASE 9, MAPS 37-37E, AND CERTIFICATE OF CORRECTION RECORDED MAY 14, 2004 AS 2004-3262888 OF OFFICIAL RECORDS.

Exhibit A

EXHIBIT B

The Retail Property

LOT 2, AMENDED CONDOMINIUM PLAT OF THE "Y" PROJECT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF COCONINO COUNTY, ARIZONA, RECORDED IN CASE 9, MAPS 37-37E, AND CERTIFICATE OF CORRECTION RECORDED MAY 14, 2004 AS 2004-3262888 OF OFFICIAL RECORDS.

EXHIBIT C-1
Critical Parking Area

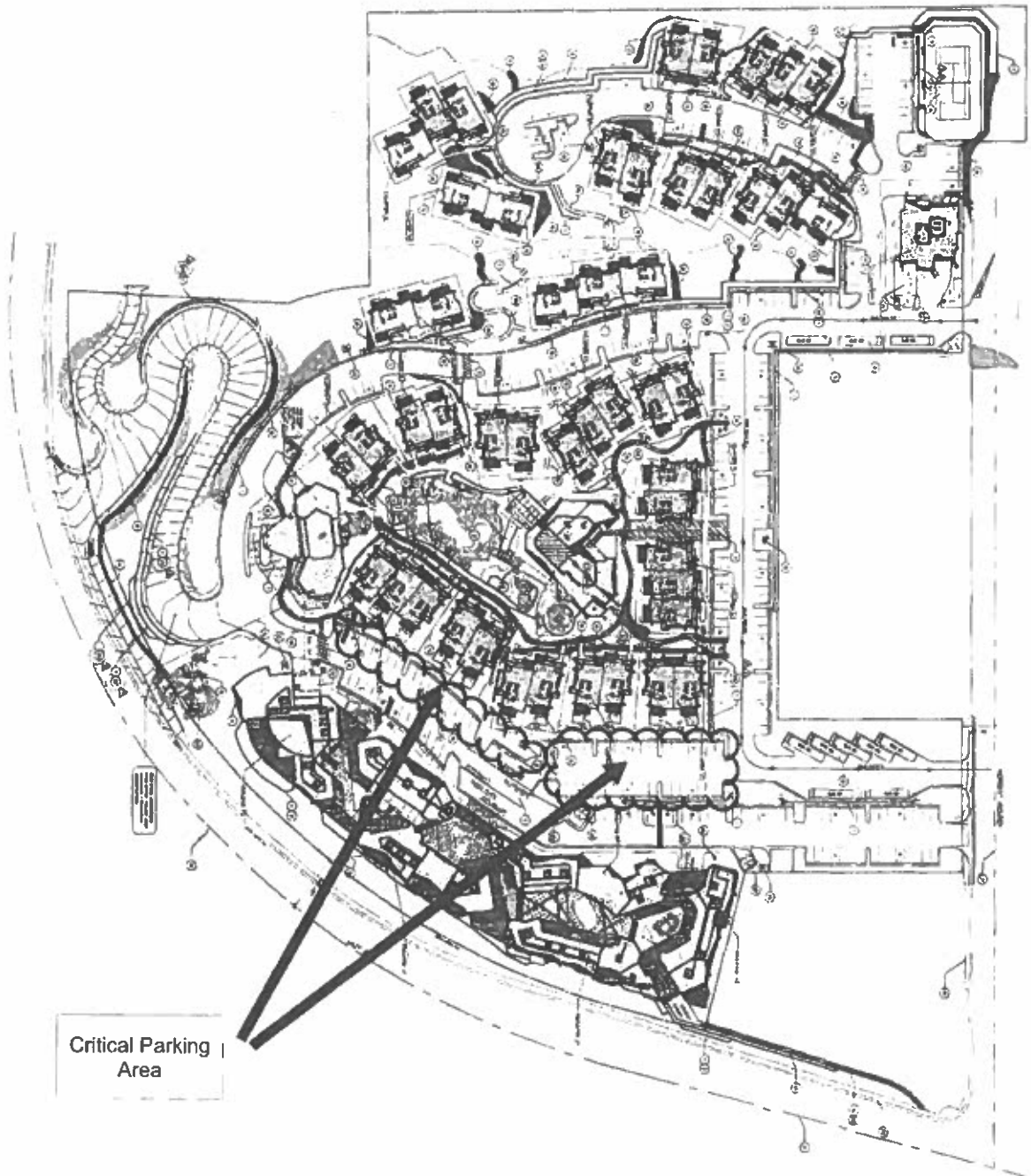


EXHIBIT C
Shared Employee Parking Area

