

SHEET INDEX

- 1 FINAL PLAT COVER SHEET
- 2 FINAL PLAT
- 3 LOT AREA

BOWERS FINAL PLAT

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ of the SE¼ of OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER 401-38-012 CONTAINING ±2.68 ACRES ZONED SINGLE FAMILY RESIDENTIAL (RS-18)

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

741 FOREST ROAD, LLC, A LIMITED LIABILITY CORPORATION ("TRUSTEE"), HAS SUBDIVIDED UNDER THE NAME OF "BOWERS SUBDIVISION", A PORTION OF THE NW¼ of the SE¼ of OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "BOWERS SUBDIVISION" ("THE PLAT"). "TRUSTEE" HEREBY DECLARES THAT "THE PLAT" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS, AND THAT EACH SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN HEREON.

"TRUSTEE" HEREBY DECLARES THAT THE EASEMENTS SHOWN UPON THIS PLAT SHALL BE ESTABLISHED AND RESERVED IN ACCORDANCE WITH THE NOTATION ON SAID PLAT AND SHALL PROVIDE TO THE PUBLIC THE USE THEREOF FOREVER FOR INGRESS, EGRESS PURPOSES AND FOR INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SANITARY SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE SERVICES, WATERCOURSES AND/OR DRAINAGE FACILITIES.

FURTHER THE "TRUSTEE" HEREBY GRANTS TO THE CITY OF SEDONA, A MUNICIPAL CORPORATION, LICENSE TO ACCESS UPON THE ESTABLISHED EASEMENTS AS DESCRIBED HEREON, FOR THE PURPOSE OF PERIODIC INSPECTION AND MAINTENANCE OF THE WATERCOURSES AND/OR DRAINAGE FACILITIES. THE MAINTENANCE OF THE DRAINAGE EASEMENTS AND FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF:

"TRUSTEE" HAS CAUSED THIS PLAT TO BE DULY EXECUTED AS OF THIS _____ DAY OF _____, 2024.

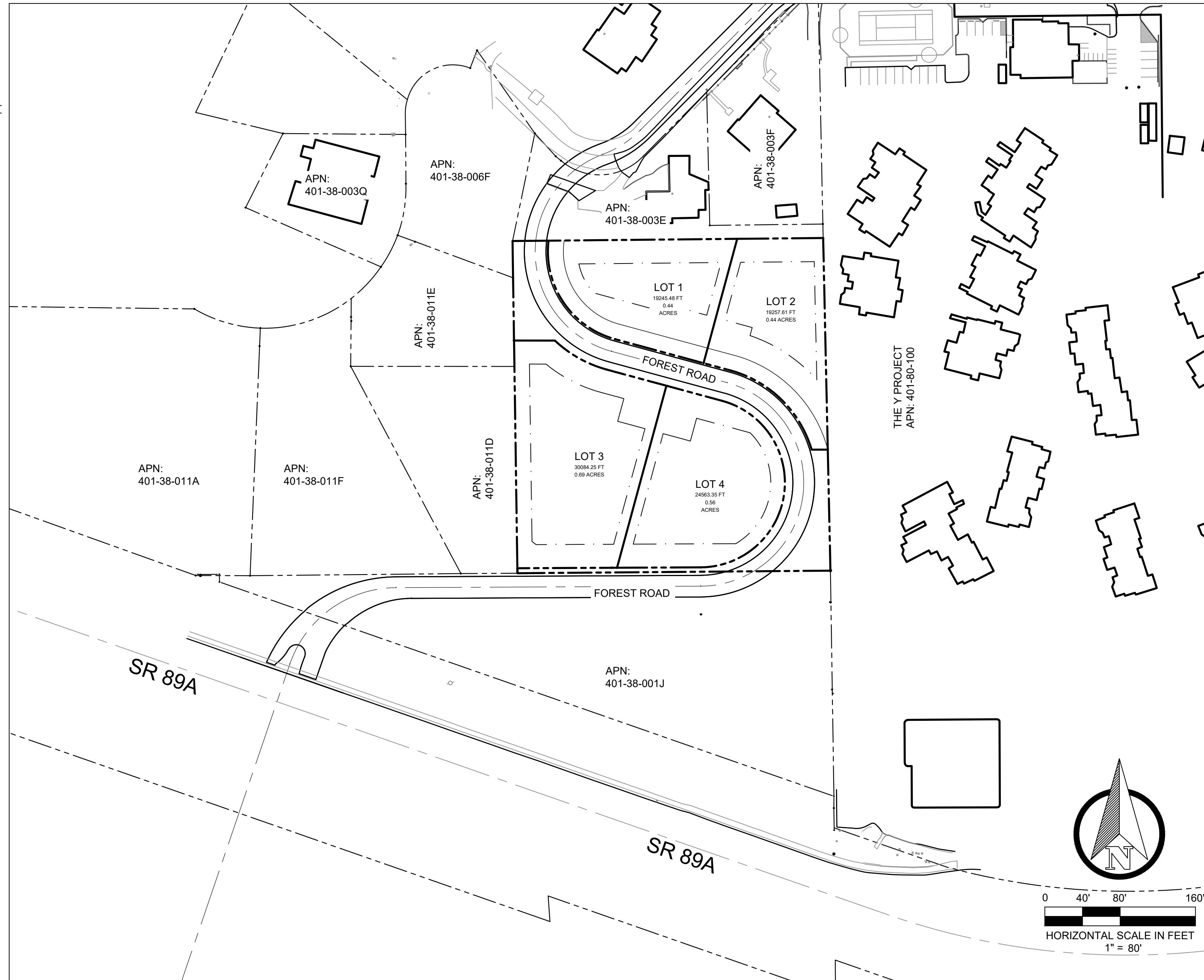
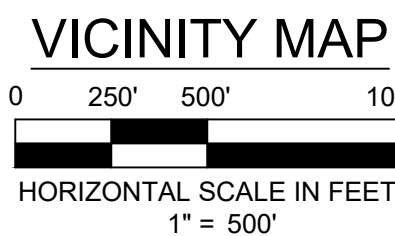
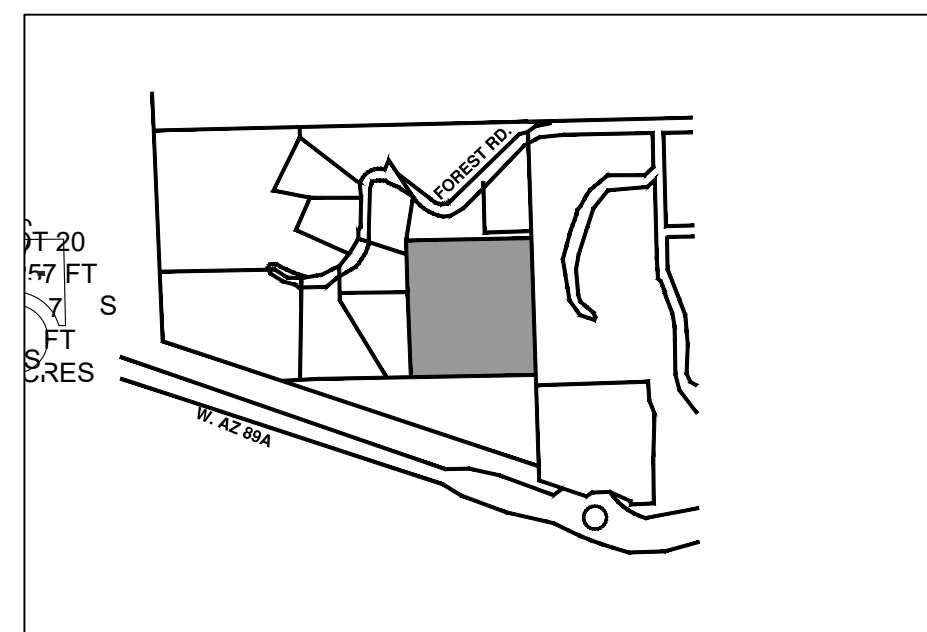
BY: _____ TRUST OFFICER

STATE OF ARIZONA)
 SS
COUNTY OF COCONINO)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 2024

BY: _____, MY COMMISSION EXPIRES _____

NOTARY PUBLIC



CERTIFICATE OF APPROVALS

SEDONA COMMUNITY DEVELOPMENT DEPARTMENT

DIRECTOR _____ DATE _____

SEDONA FIRE DISTRICT

FIRE MARSHAL _____ DATE _____

SEDONA PUBLIC WORKS DEPARTMENT

CITY ENGINEER _____ DATE _____

SEDONA CITY COUNCIL

MAYOR OF SEDONA _____ DATE _____

CITY CLERK _____ DATE _____

PLAT NOTES

1. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER ANY UTILITY EASEMENT EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE DRAINAGE EASEMENT EXCEPT STONE, GRAVEL, PAVEMENT, HORIZONTAL IMPROVEMENTS OR OTHER DRAINAGE CHANNEL MATERIALS OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER SLOPE UTILITY EASEMENT EXCEPT FOR THOSE NECESSARY FOR SLOPE STABILIZATION OR DRAINAGE PURPOSES.
4. FRONT PROPERTY LINES FOR LOTS 1 & 2 ARE THE BACK OF THE CURB AND FOR LOTS 3 AND 4 IS THE RIGHT OF WAY.
5. ALL FRONT BUILDING SETBACKS SHALL BE MEASURED FROM THE RIGHT OF WAY.
6. LOT CORNERS WITHIN THE SUBDIVISION SHALL BE SET WITHIN 90 DAYS OF THE APPROVAL AND RECORDATION OF THE FINAL PLAT AND WILL BE MONUMENTED IN ACCORDANCE WITH THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS BY THE REGISTERED LAND SURVEYOR OF RECORD. THE MONUMENTS SHALL BE 1/2" REBARS SET WITH PLASTIC CAPS INSCRIBED WITH "LS #29263" AT EACH NEW LOT CORNER OR MISSING CORNER.
7. THE FOUND MONUMENTS SHOWN HEREON ARE FROM THE NOTES OF THE ACTUAL FIELD SURVEY CONDUCTED BY TIM HAMMES RLS #29263 ON _____
8. ALL RECORDED EASEMENTS ARE SHOWN AS PART OF THESE DOCUMENTS.
9. THE WORD "CERTIFICATION", AS SHOWN HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS DEPICTED ON THIS PLAT AND DOES NOT CONSTITUTE A WARRANT OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
10. THE LAND BEING SUBDIVIDED HEREON IS NOT WITHIN A SFHA (SPECIAL FLOOD HAZARD AREA.)

LEGAL DESCRIPTION

PARCEL A: (LOT 1 & LOT 2)
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING SOUTH 01° 02' 31" EAST, A DISTANCE OF 300.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7 TO THE POINT BEGINNING

THENCE SOUTH 1 DEGREES, 14 MINUTES, 53.45 SECONDS EAST, A DISTANCE OF 224.86 FEET;
THENCE SOUTH 89 DEGREES, 59 MINUTES, 59.93 SECONDS WEST, A DISTANCE OF 17.11 FEET;
THENCE NORTHWESTERLY THROUGH A CONCAVE CURVE WITH A LENGTH OF 125.71 FEET, A RADIUS OF 123.50 FEET, A DELTA OF 58 DEGREES, 19 MINUTES, 08 SECONDS;
THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS EAST, A DISTANCE OF 58.94 FEET;
THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS WEST, A DISTANCE OF 63.60 FEET;
THENCE NORTHWESTERLY THROUGH A CONVEX CURVE WITH A LENGTH OF 137.54 FEET, A RADIUS OF 96.50 FEET, A DELTA OF 81 DEGREES, 39 MINUTES, 56 SECONDS;
THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 214.09 FEET;
THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 77.58 FEET TO THE POINT OF BEGINNING.

PARCEL B: (LOT 3 & LOT 4)
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, BEARING SOUTH 01° 02' 31" EAST, A DISTANCE OF 300.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7

THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS WEST, A DISTANCE OF 77.58 FEET;
THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS WEST, A DISTANCE OF 214.09 FEET;
THENCE SOUTH 03 DEGREES, 37 MINUTES, 02.29 SECONDS EAST, A DISTANCE OF 106.35 FEET;
THENCE SOUTHEASTERLY THROUGH A CONCAVE CURVE WITH A LENGTH OF 63.77 FEET, A RADIUS OF 130 FEET, A DELTA OF 28 DEGREES, 06 MINUTES, 16 SECONDS;
THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS EAST, A DISTANCE OF 76.71 FEET;
THENCE SOUTH 74 DEGREES, 50 MINUTES, 06.85 SECONDS EAST, A DISTANCE OF 50.50 FEET;
THENCE SOUTHEASTERLY THROUGH A SEMICIRCULAR CURVE WITH A LENGTH OF 258.30 FEET, A RADIUS OF 90 FEET, A DELTA OF 164 DEGREES, 26 MINUTES, 30 SECONDS;
THENCE SOUTH 89 DEGREES, 43 MINUTES, 32.79 SECONDS WEST, A DISTANCE OF 94.42 FEET;
THENCE SOUTH 89 DEGREES, 43 MINUTES, 32.22 SECONDS WEST, A DISTANCE OF 100.36 FEET;
THENCE NORTH 50 DEGREES, 23 MINUTES, 23.11 SECONDS WEST, A DISTANCE OF 241.98 FEET;
THENCE NORTH 89 DEGREES, 54 MINUTES, 56.85 SECONDS EAST, A DISTANCE OF 43.37 FEET;
THENCE NORTH 03 DEGREES, 37 MINUTES, 02.29 SECONDS EAST, A DISTANCE OF 106.35 FEET;
THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 214.09 FEET;
THENCE NORTH 89 DEGREES, 26 MINUTES, 39.76 SECONDS EAST, A DISTANCE OF 77.58 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS SOUTH 89 DEGREES, 10 MINUTES, 00 SECONDS, EAST (PER B.L.M. PLAT) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 6 EAST G.&S.R.M., COCONINO COUNTY, ARIZONA.

LAND SURVEYOR CERTIFICATION

THIS FINAL PLAT AND SURVEY ON WHICH IT IS BASED WHERE CONDUCTED UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP IS PUBLISHED SUBJECT TO ALL CONDITIONS, RESERVATIONS AND RESTRICTIONS OF THE PUBLIC RECORD ON THIS DATE.

TIM HAMMES
RLS #29263



UTILITY COMPANIES

- ELECTRIC: ARIZONA PUBLIC SERVICE COMPANY
P.O. BOX 53920, STE. 9996
PHOENIX, ARIZONA 85072-3920
- WATER: ARIZONA WATER COMPANY
3805 N. BLACK CANYON HIGHWAY
PHOENIX, AZ 8505-5351
- SEWER: CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, AZ 86336
- CABLE/PHONE: CENTURYLINK ENGINEERING
500 S. CALVARY WAY
COTTONWOOD, AZ 86326
- OPTIMUM INTERNET SERVICE.
2370 W SR 89A SEDONA
- GAS: UNISOURCE ENERGY SERVICES
UNS GAS, INC.
P.O. BOX 80078
PRESCOTT, AZ 86304-8078
- SOLID WASTE COLLECTION: PATRIOT DISPOSAL
211 SMITH ROAD
SEDONA, AZ 86336

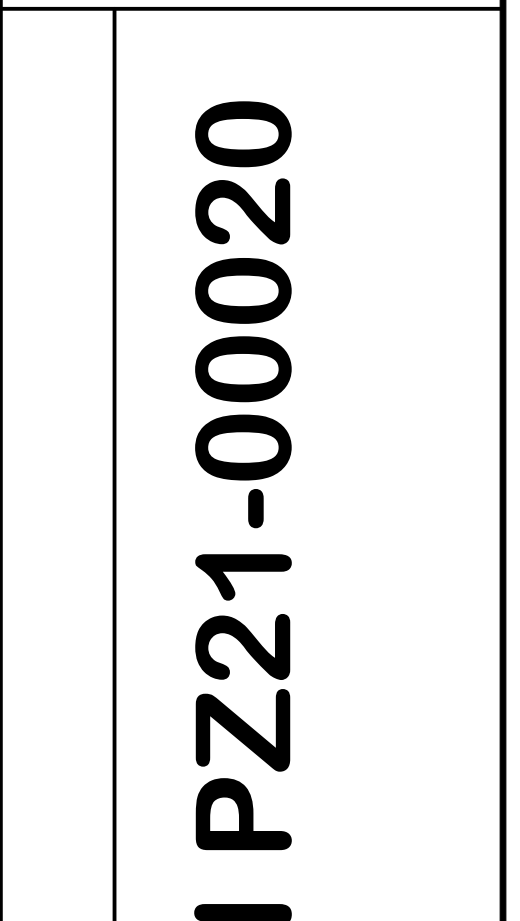
DEVELOPER CONTACT INFORMATION

741 FOREST ROAD, LLC
PO Box 3068,
Sedona, AZ - 86336

PARCEL ZONING RS-18

SINGLE FAMILY RESIDENCE
MIN LOT SIZE = 18,000 SQ. FT.

LOTS 1 - 4
SMALLEST LOT = 19,245 S.F. (0.44 AC)
LARGEST LOT = 30,084 S.F. (0.69 AC)
AVERAGE LOT SIZE = 24,664.5 S.F. (0.57 AC)



FINAL PLAT COVER SHEET

PROJECT TITLE:
BOWERS SUBDIVISION PZ21-00020

SHEET TITLE:
SEDONA, AZ

DRAWN BY: SS

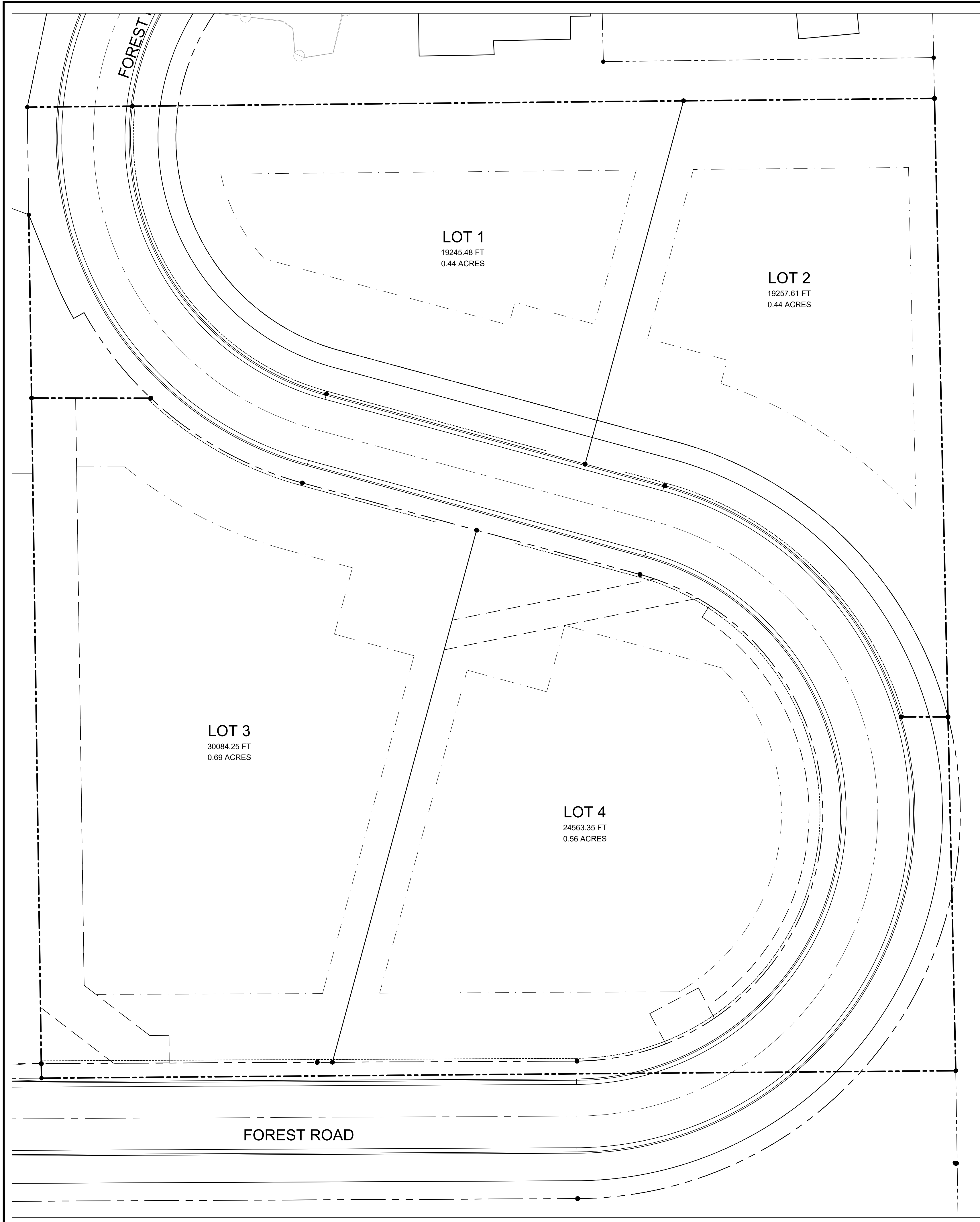
SCALE: NTS

DATE: 09/17/2024

PROJECT NO: 220219

SHEET NO:
V-1 OF 3

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LOT 1
19245.48 FT
0.44 ACRES

LOT 2
19257.61 FT
0.44 ACRES

LOT 3
30084.25 FT
0.69 ACRES

LOT 4
24563.35 FT
0.56 ACRES

FOREST ROAD

FOREST

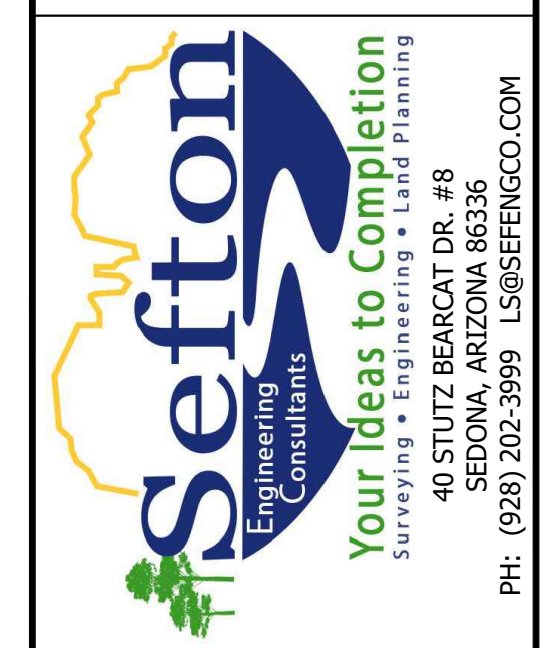
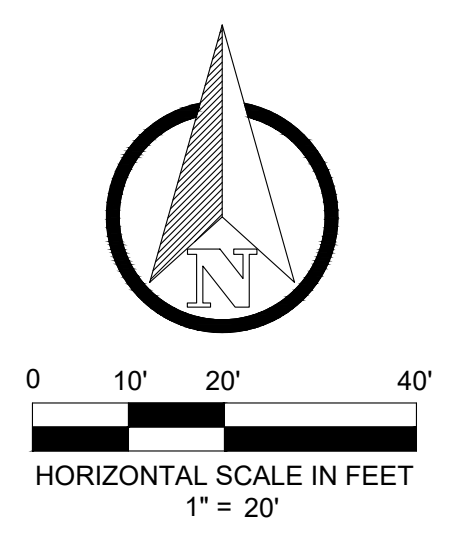
BOWERS SUBDIVISION

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ of the SE¼ of OF SECTION 7,
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17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE
CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER
401-38-012 CONTAINING ±2.68 ACRES
ZONED SINGLE FAMILY RESIDENTIAL (RS-18)

LOT	GROSS		BUILDING ENVELOPE	
	SFT	ACRE	SFT	ACRE
1	19245.48	0.44	6198.15	0.142
2	19256.61	0.44	7949.13	0.182
3	30084.25	0.69	17789.34	0.408
4	24563.35	0.56	14602.77	0.335

LEGEND

- PROPOSED EASEMENT LINE
- PARCEL BOUNDARY
- INTERIOR LOT LINE
- ADJACENT PROPERTY LINE
- SETBACK LINE
- NON VEHICULAR ACCESS EASEMENT LINES
- ROAD CENTER LINE
- RIGHT OF WAY
- EASEMENT
 - CALCULATED POINT ON EASEMENT



LOT AREAS

BOWERS SUBDIVISION PZ21-00020

SEDONA, AZ

SHEET TITLE:	LOT AREAS
PROJECT TITLE:	BOWERS SUBDIVISION PZ21-00020
DRAWN BY:	SS
SCALE:	1" = 20'
DATE:	09/17/2024
PROJECT NO:	220219
SHEET NO.	

V-3 OF 3

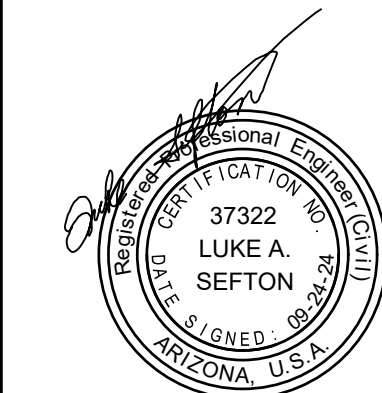
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SHEET INDEX

- V-1 BOWERS UTILITY CONNECTIONS
- V-2 SEWER HOOK UP LOCATIONS
- V-3 WATER HOOK UP LOCATIONS
- V-4 GAS HOOK UP LOCATIONS
- V-5 APS HOOK UP LOCATIONS
- V-6 COMMUNICATION HOOK UP LOCATIONS

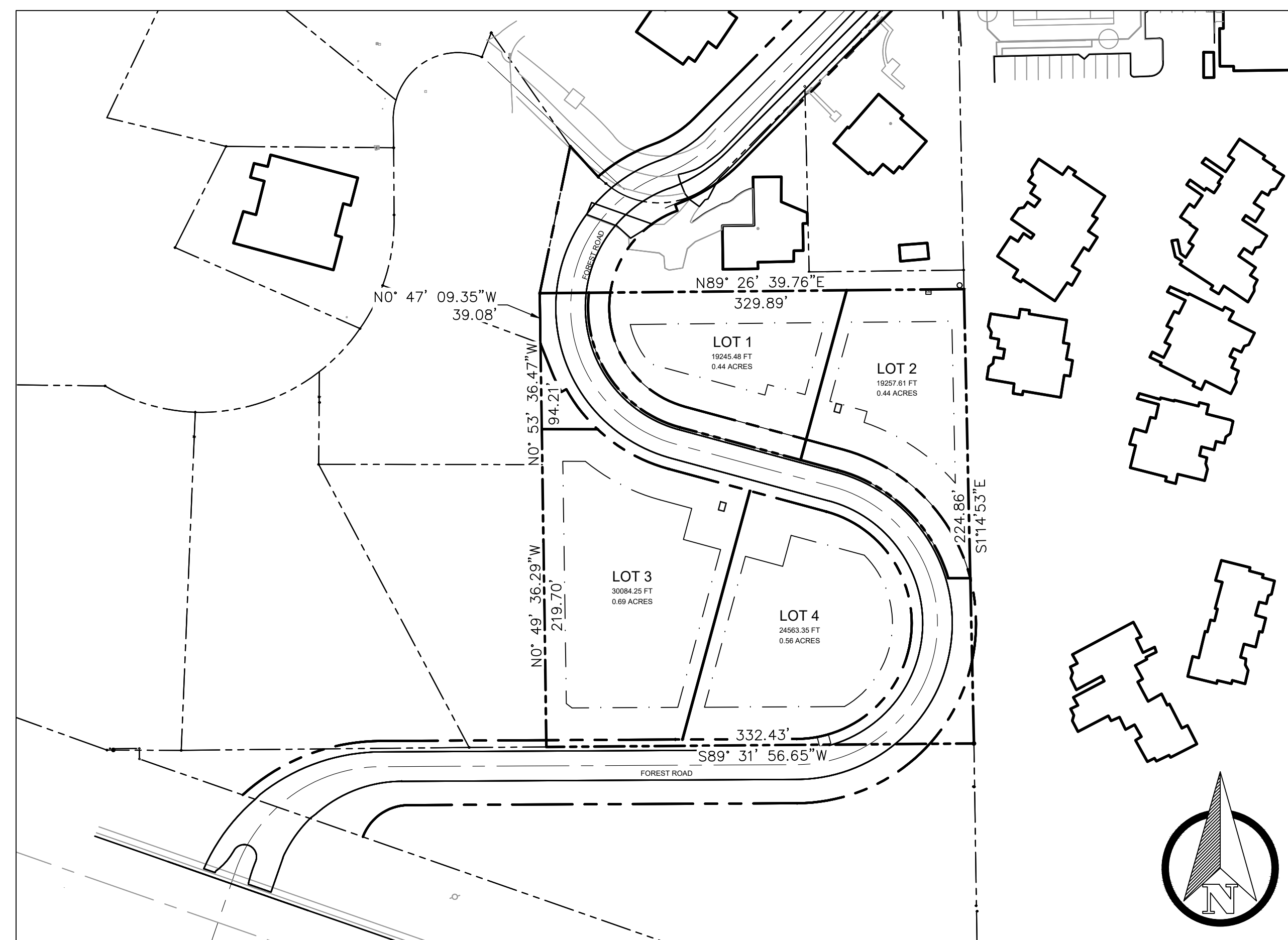
BOWERS UTILITIES

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ OF THE SE¼ OF OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER 401-38-012 CONTAINING ±2.68 ACRES ZONED SINGLE FAMILY RESIDENTIAL (RS-18)



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P.O. BOX 53920, STE. 9996
PHOENIX, ARIZONA 85072-3920
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3805 N. BLACK CANYON HIGHWAY
PHOENIX, AZ 8505-5351
- SEWER:** CITY OF SEDONA
PUBLIC WORKS DEPARTMENT
102 ROADRUNNER DRIVE
SEDONA, AZ 86336
- CABLE/PHONE:** CENTURYLINK
CENTURYLINK ENGINEERING
500 S. CALVARY WAY
COTTONWOOD, AZ 86326
- OPTIMUM INTERNET SERVICE:**
2370 W SR 89A SEDONA
- GAS:** UNISOURCE ENERGY SERVICES
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P.O. BOX 80078
PRESCOTT, AZ 86304-8078
- SOLID WASTE COLLECTION:** PATRIOT DISPOSAL
211 SMITH ROAD
SEDONA, AZ 86336

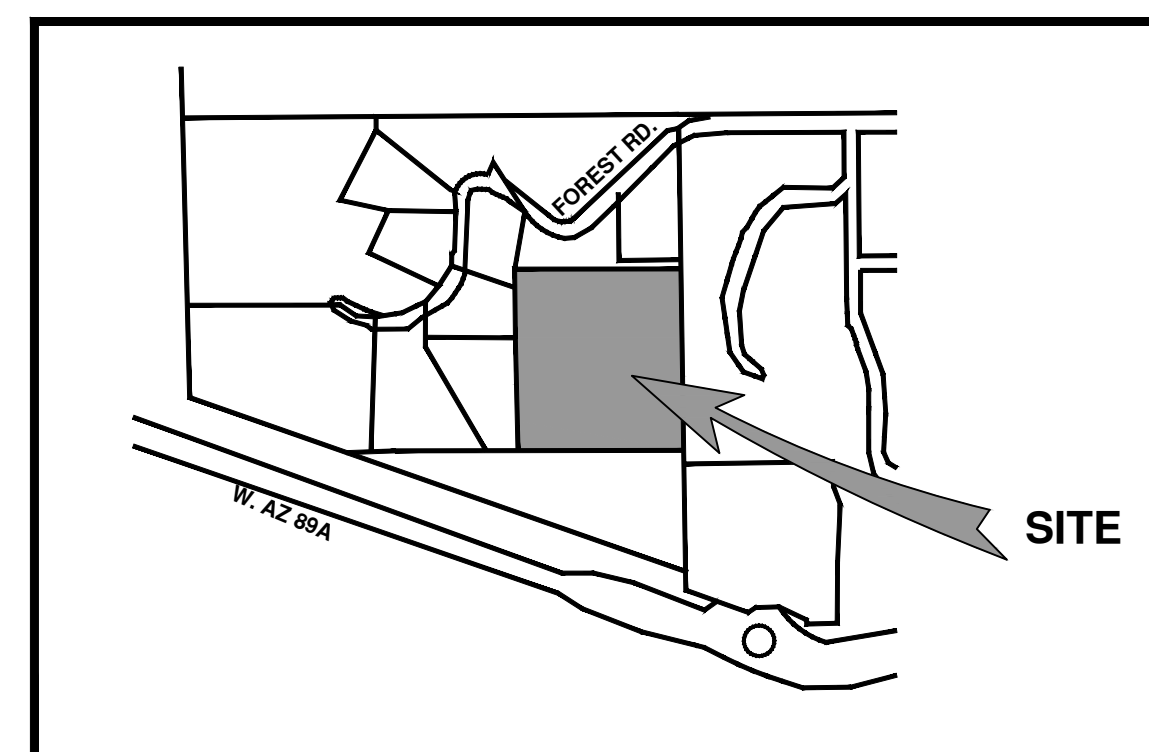


OWNER/DEVELOPER CONTACT INFORMATION

741 FOREST ROAD, LLC
PO Box 3068,
Sedona, AZ - 86336
Phone No. - 310 849 0812
email - davidhbowers@hotmail.com

ENGINEERING INFORMATION

SEFTON ENGINEERING CONSULTANTS
40 STUTZ BEARCAT DR.
SEDONA, ARIZONA 86336
PHONE: (928) 202-3999
LUKE A. SEFTON, P.E. 37322
TIMOTHY HUSKETT, P.E. 58609



VICINITY MAP
NOT TO SCALE

BOWERS UTILITY CONNECTIONS

BOWERS SUBDIVISION PZ21-00020

SEDONA, AZ

SHEET TITLE:

PROJECT TITLE:

DRAWN BY: SSS

SCALE: NTS

DATE: 09/24/2024

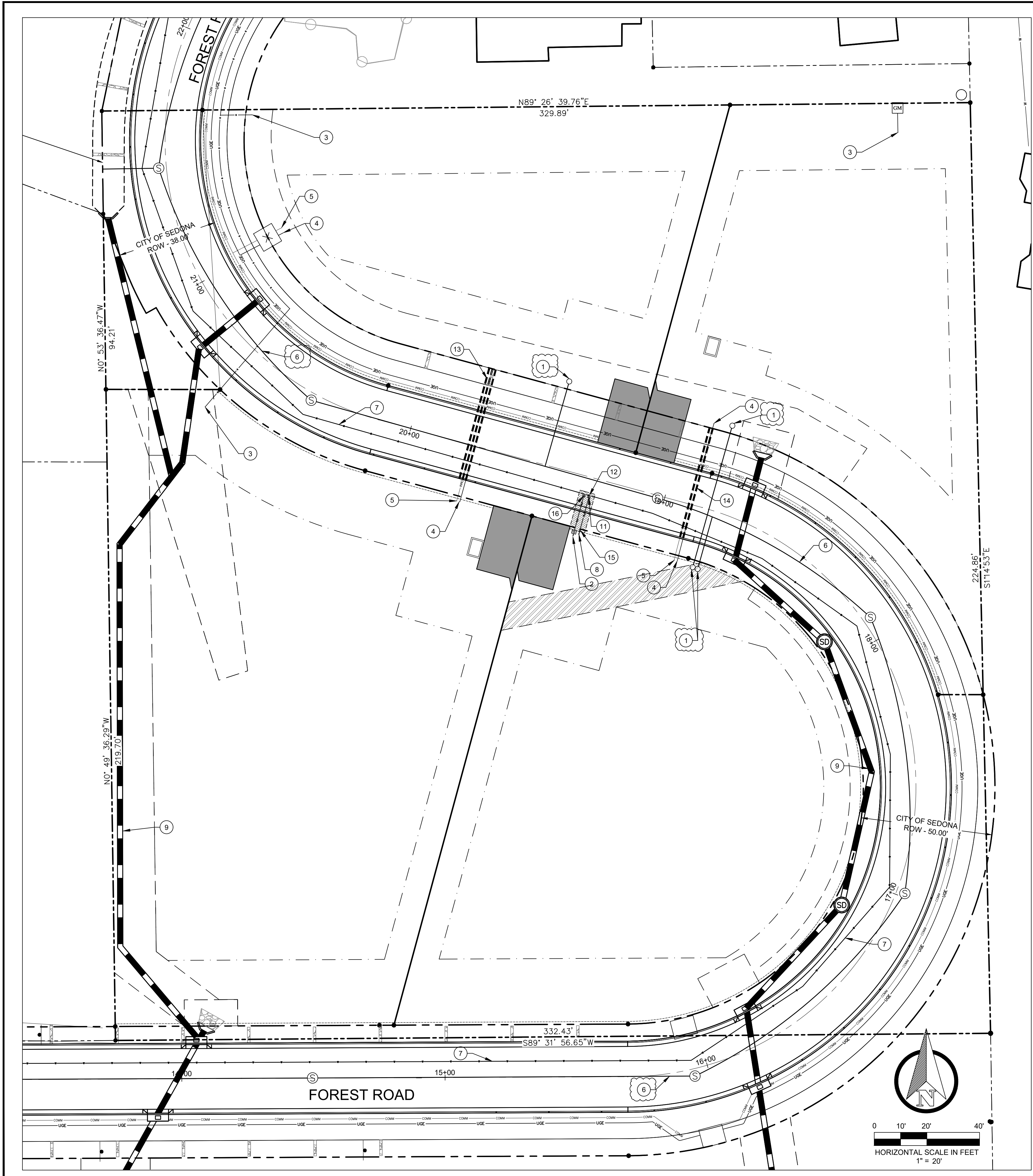
PROJECT NO: 220219

SHEET NO.

V-1 OF 6



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LINETYPE LEGEND

PROPOSED STORM SEWER LINE - - - - -	PROPOSED GAS LINE G
PROPOSED 16" DIP WATER SERVICE - · - · -	ROAD CENTERLINE - - - - -
PROPOSED 8" SANITARY SERVICE 8"SS	PARCEL BOUNDARY & RIGHT-OF-WAY LINE - - - - -
PROPOSED EASEMENT LINE - - - - -	PROPOSED LOT LINE - - - - -
BUILDING SETBACK LINE - - - - -	PROPOSED 6" SANITARY SERVICE 6"SS
PROPOSED 2" WATER SERVICE - - - - -	PROPOSED 6" FIRE LINE SERVICE 6"W

KEY NOTES: (PRIVATE)

- 1 6" SEWER SERVICE LINE WITH CLEANOUT
- 2 INSTALL 2" SOFT TYPE "K" COPPER PIPE DOMESTIC WATER SERVICE AND 2" METER. METER NEED TO BE 2' OFF PROPERTY LINE. (PER AWC STD DTL E-9-11-1, SEE SHEET V-6) ADD 3" SLEEVE ON SERVICES. (FROM TIE IN POINT TO METER AWC SCOPE OF WORK)
- 8 INSTALL 6" DIP CLASS 350 FIRE LINE WITH POLYWRAP. INSTALL CAPP ON 6" DIP PRIVATE CLASS 350 FIRE LINE PRIOR TO AWC ESTABLISHING WATER SERVICE. SEE SHEET V-6, DETAIL E-9-13-2. (FROM TIE IN POINT TO METER AWC SCOPE OF WORK)
- 10 WATER TRENCH (SEE SHEET V-6, DETAIL E-9-28-1)
- 11 INSTALL 6" GATE VALVE PER AWC STANDARD DETAIL E-9-2-1 & E-9-4-1
- 12 INSTALL 16" X 6" MJ TEE & VALVES FOR 6" FIRE LINE
- 13 3 - 6" CONDUITS SPACED AT 1' CLEAR DISTANCE
- 14 2 - 6" CONDUITS SPACED AT 1' CLEAR DISTANCE
- 15 INSTALL 6" APPROVED AND COMPLIANT BACK FLOW PREVENTION ASSEMBLY PER AWC STANDARD SEE DETAIL E-9-13-2 (SEE SHEET V-6) TO BE INSTALLED, MAINTAINED AND TESTED BY THE CUSTOMER. INSTALL THRUST BLOCK PER AWC STANDARD DETAIL E-9-5-1, SEE SHEET V-6
- 16 INSTALL 2" GATE VALVE PER AWC STANDARD DETAIL E-9-2-1 & E-9-4-1, SEE SHEET V-6

KEY NOTES: (PUBLIC)

- 3 GAS SERVICE LINE
- 4 UNDERGROUND ELECTRIC SERVICE
- 5 COMMUNICATION LINE
- 6 8" SANITARY SEWER MAIN
- 7 PROPOSED 16" DIP AWC WATER MAIN MUST BE IN SERVICE PRIOR TO SERVICE INSTALLATION (AWC SCOPE OF WORK)
- 9 PROPOSED STORM SEWER LINE



SEWER HOOK UP LOCATIONS

BOWERS SUBDIVISION PZ21-00020

SEDONA, AZ

SHEET TITLE: SEWER HOOK UP LOCATIONS

PROJECT TITLE: BOWERS SUBDIVISION PZ21-00020

DRAWN BY: SSS

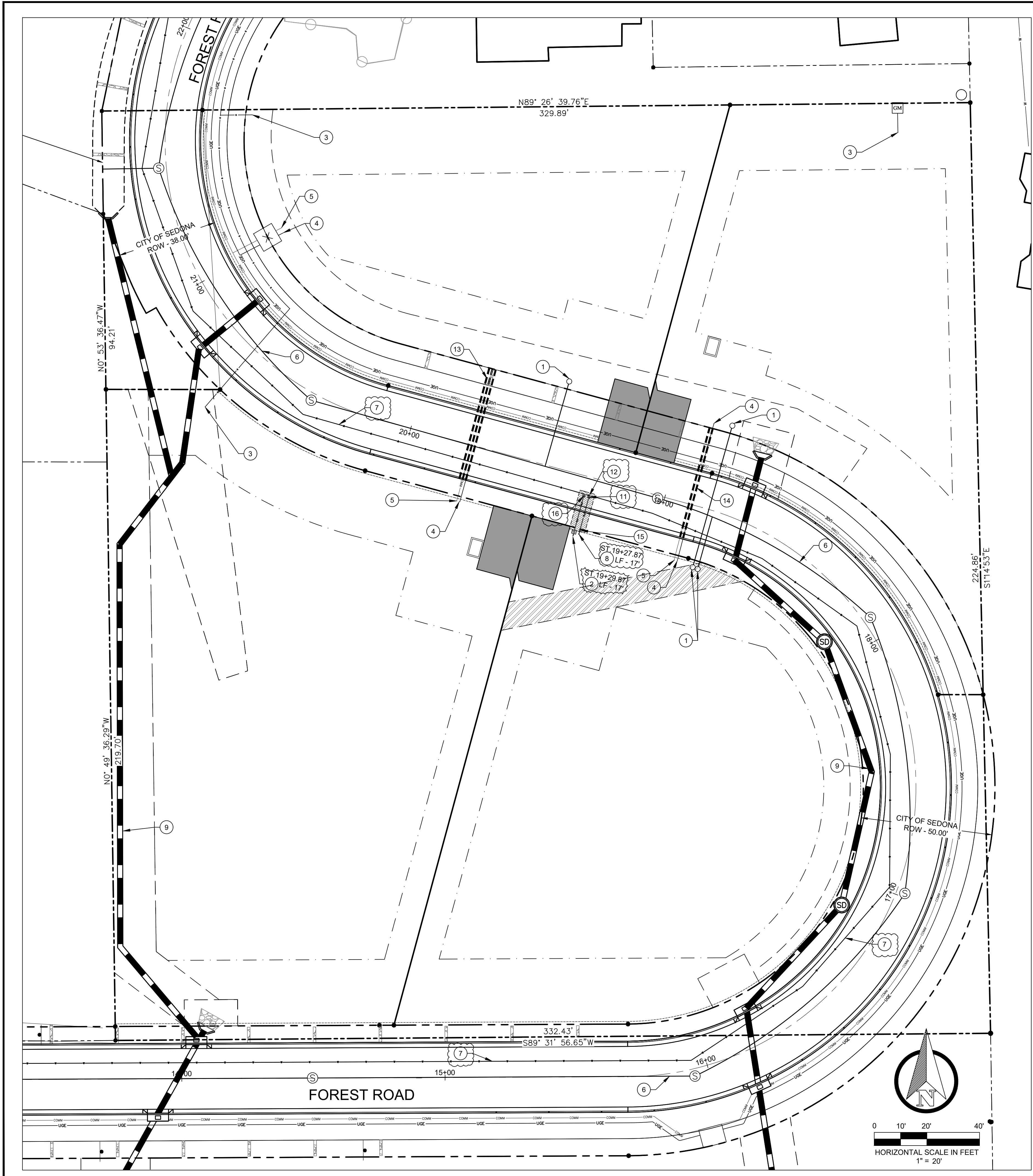
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DATE: 09/24/2024

PROJECT NO: 220219

SHEET NO. V-2 OF 6

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LINETYPE LEGEND

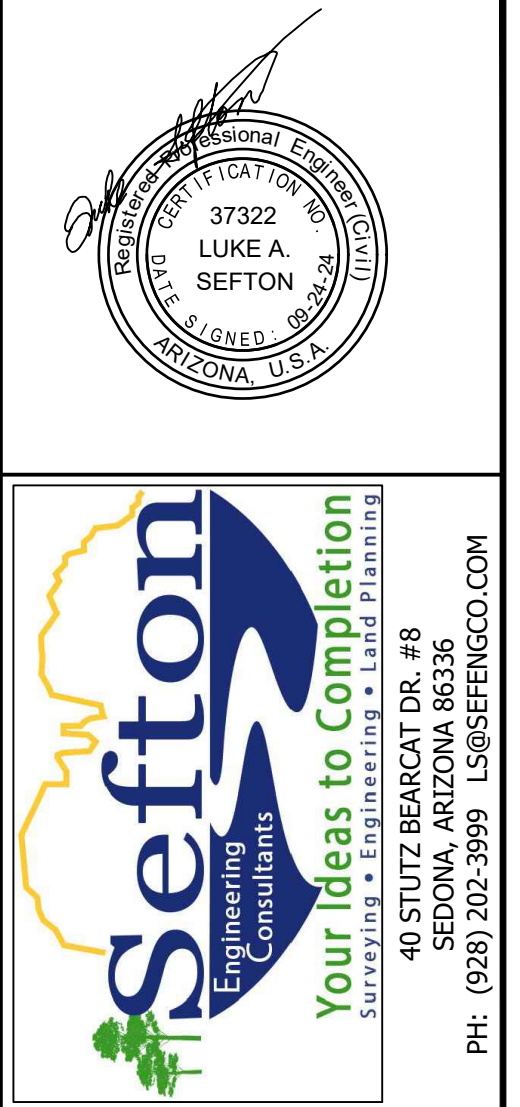
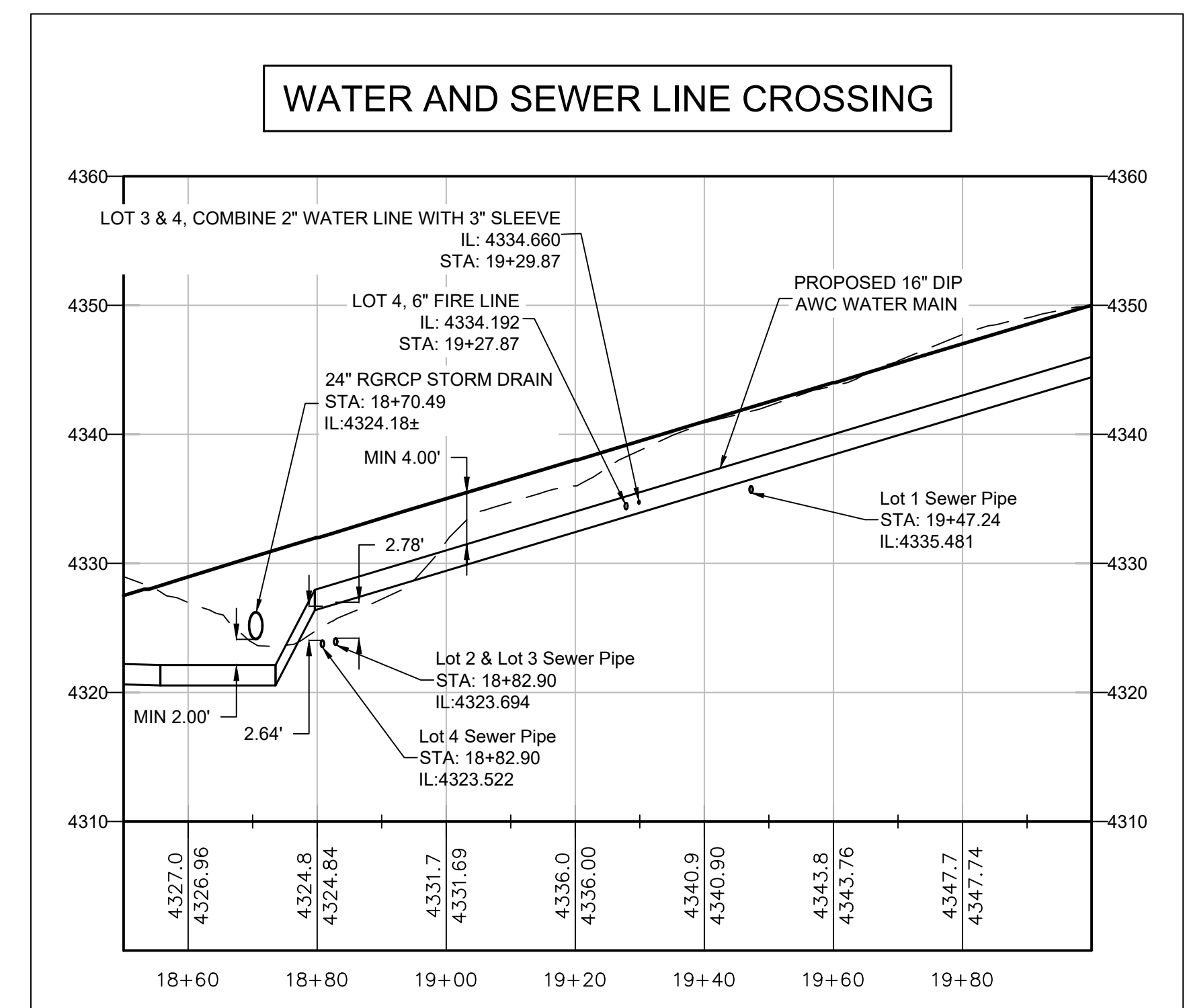
PROPOSED STORM SEWER LINE — 9 —	PROPOSED GAS LINE — G —
PROPOSED 16" DIP WATER SERVICE — W —	ROAD CENTERLINE — —
PROPOSED 8" SANITARY SERVICE — 8"SS —	PARCEL BOUNDARY & RIGHT-OF-WAY LINE — —
PROPOSED EASEMENT LINE — —	PROPOSED LOT LINE — —
BUILDING SETBACK LINE — —	PROPOSED 6" SANITARY SERVICE — 6"SS —
PROPOSED 2" WATER SERVICE — 2"W —	PROPOSED 6" FIRE LINE SERVICE — 6"W —

KEY NOTES: (PRIVATE)

- 1 6" SEWER SERVICE LINE WITH CLEANOUT
- 2 INSTALL 2" SOFT TYPE "K" COPPER PIPE DOMESTIC WATER SERVICE AND 2" METER. METER NEED TO BE 2' OFF PROPERTY LINE. (PER AWC STD DTL E-9-11-1, SEE SHEET V-6) ADD 3" SLEEVE ON SERVICES. (FROM TIE IN POINT TO METER AWC SCOPE OF WORK)
- 8 INSTALL 6" DIP CLASS 350 FIRE LINE WITH POLYWRAP. INSTALL CAPP ON 6" DIP PRIVATE CLASS 350 FIRE LINE PRIOR TO AWC ESTABLISHING WATER SERVICE. SEE SHEET V-6, DETAIL E-9-13-2. (FROM TIE IN POINT TO METER AWC SCOPE OF WORK)
- 10 WATER TRENCH (SEE SHEET V-6, DETAIL E-9-28-1)
- 11 INSTALL 6" GATE VALVE PER AWC STANDARD DETAIL E-9-2-1 & E-9-4-1
- 12 INSTALL 16" X 6" MJ TEE & VALVES FOR 6" FIRE LINE
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KEY NOTES: (PUBLIC)

- 3 GAS SERVICE LINE
- 4 UNDERGROUND ELECTRIC SERVICE
- 5 COMMUNICATION LINE
- 6 8" SANITARY SEWER MAIN
- 7 PROPOSED 16" DIP AWC WATER MAIN MUST BE IN SERVICE PRIOR TO SERVICE INSTALLATION (AWC SCOPE OF WORK)
- 9 PROPOSED STORM SEWER LINE



WATER HOOK UP LOCATIONS

BOWERS SUBDIVISION PZ21-00020

SEDONA, AZ

SHEET TITLE:

PROJECT TITLE:

DRAWN BY: SSS

SCALE: 1" = 20'

DATE: 09/24/2024

PROJECT NO: 220219

SHEET NO.

V-3 OF 6

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Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects



City Of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336
 (928) 282-1154 • www.sedonaaz.gov/cd

Application for (check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Conceptual Review | <input type="checkbox"/> Comprehensive Review | <input type="checkbox"/> Appeal | <input type="checkbox"/> Time Extension |
| <input type="checkbox"/> Community Plan Amendment | <input type="checkbox"/> Development Review | <input checked="" type="checkbox"/> Subdivision | <input type="checkbox"/> Minor Modification |
| <input type="checkbox"/> Zone Change | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Variance | |

Project Information	Project Name	Bower's Final Plat		
	Project Address	471 Forest Road	Parcel No. (APN)	401-38-012
	Primary Contact	Sefton Engineering	Primary Phone	928-202-3999
	Email	dn@sefengco.com	Alt. Phone	
	Address	40 Stutz Bearcat Dr	City/State/ZIP	86336
Office Use Only	Application No		Date Received	
	Received by		Fee Paid	

Project Description	Request for Subdivision approval to subdivide approximately 2.65 acres into a 4-unit single family subdivision. The parcel/proposed subdivision also contains a portion of the Forest Road extension being constructed by the City of Sedona
---------------------	--

Additional Contact Information: Please complete the following for all companies/people authorized to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	Sefton Engineering	Contact Name	David Nicolella
	Project Role	Authorized Agent	Primary Phone	928-202-3999
	Email	dn@sefengco.com	Alt. Phone	
	Address	40 Stutz Bearcat Dr	City/State/ZIP	86336
Contact #2	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	
Contact #3	Company		Contact Name	
	Project Role		Primary Phone	
	Email		Alt. Phone	
	Address		City/State/ZIP	



Luke Sefton, PE, CFM
 Tim Huskett, PE, CFM
 Robert Lane, Public Lands
 Cheri Baker, Office Manager
 Crockett Saline, PE
 David Nicolella, Planner
 Leonard Filner, Planner

Final Plat Application Cover Sheet Bowers Subdivision

October 8, 2024
 Community Development
 102 Road Runner Drive
 Sedona Arizona 86336

Purpose: The purpose of this Final Plat Application is to receive Final Plat approval from the City Council according to the findings and conditions in the March 19, 2024 Planning Commission hearing. This project received unanimous approval.

The intent of the development is to provide four lower density single-family residential building lots that will fit into the area in an orderly and harmonious design . These four lower-density single-family residential building lots will comply with the maximum density limit in the RS-18 Single-family residential zoning district. These four lots will have access to public water provided by the Arizona Water Company. They will be connected to the City of Sedona’s wastewater treatment facility as well as electric service, storm drainage and other utilities.



Luke Sefton, PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

Sincerely,

A handwritten signature in black ink that reads "Luke a Sefton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Luke Sefton, PE, CFM

TEL: (928) 202-3999, Cell: (928) 646-3494, Email: ls@SefEngCo.com

Exhibit A: Conditions of Approval

PZ21-00020 (SUB)

Bowers Subdivision



City of Sedona

Community Development Department

102 Roadrunner Drive Sedona, AZ 86336

(928) 282-1154 • www.sedonaaz.gov

As recommended for approval by Planning and Zoning Commission, March 19, 2024

As approved by City Council, April 23, 2024

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the Preliminary Plat dated January 4, 2024, letter of intent dated January 4, 2024, and all other supporting documents, as reviewed, modified and approved by the Planning and Zoning Commission and City Council.
2. Preliminary Plat approval shall expire 24 months from the date approved by the City Council, subject to the following:
 - i) It shall be the responsibility of the applicant to monitor elapsed time. (LDC Section 8.5.A(3)h.3)
3. Prior to City Council consideration of the Final Plat, the applicant shall satisfy the following conditions:
 - i) The Final Plat shall meet all requirements of Land Development Code (LDC) and the Design Review, Engineering, and Administrative Manual (Manual).
 - ii) Sewer line easements for all existing and new sewer lines shall be shown on the Final Plat.
 - iii) Drainage easements shall be provided to the satisfaction of the City Engineer and shall meet the minimum dimensions of the LDC and Manual.
 - iv) Provide the appropriate dedication language on the Plat. The dedication language shall be capitalized.
 - v) The Final Plat shall designate the location of any proposed subdivision sign and/or cluster mailbox, if proposed.
 - vi) The applicant shall submit a Final Grading and Drainage Report for review and approval by the City Engineer.
 - vii) Provide a Sewer Design Report.
 - viii) All requirements from the Sedona Fire District shall be met.
4. Prior to recording the Final Plat, the following shall be filed with the City Clerk (LDC Section 8.5.B(3)d.2):
 - i) The letter of agreement with serving utilities; and
 - ii) Financial assurance, cash, or letter of credit in an amount specified by the City Engineer and in a form acceptable to the City Attorney pursuant to LDC Section 8.5.B(3)d.3.
5. Prior to issuance of a grading or building permit, the following documents and details shall be provided to the City for review and approval:
 - i) Assurance bonds are required for all subdivision construction projects.
 - ii) Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of Manual Chapter 3.1.
 - iii) Provide the Final Drainage Report.

-
6. Upon completion of the infrastructure for the project and prior to release of the required financial assurances, staff shall verify that all construction is in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and the City Council, and the following conditions have been met:
 - i) All on-site improvements shall substantially conform to the plans on which the grading permit was issued.
 - ii) All new and existing utility lines shall be provided through underground installation.
 - iii) All requirements of the Sedona Fire District shall have been satisfied.
 7. Within thirty days of approval of the Preliminary Plat, the property owner of record of the subject property voluntarily agrees to sign and record a waiver acknowledging their waiver of any right to claim just compensation for diminution in value under A.R.S. §12-1134 related to the granting of this Preliminary Plat approval.

Exhibit B: Legal Description

LEGAL DESCRIPTION

PARCEL NO. 1:

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7 bearing South 1°02'31" East a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE South 1°02'31" East, along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 353.32 feet;

THENCE South 89°21'19" West, a distance of 328.17 feet;

THENCE North 1°02'31" West, a distance of 352.86 feet;

THENCE North 89°16'33" East, a distance of 328.18 feet to the POINT OF BEGINNING.

PARCEL NO. 2: DOES NOT REACH SUBJECT PROPERTY.

An easement for roadway and utilities, as created by instrument recorded in Docket 709, page 295, records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The North 20 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT the East 500 feet thereof.

PARCEL NO. 3: DOES NOT REACH SUBJECT PROPERTY.

An easement for ingress, egress and public utilities, as created by instrument recorded in Docket 1506, page 116, records of Coconino County, Arizona, over that part of the Northeast quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

A strip of ground lying 8 feet East of and coincident with the following line:

BEGINNING at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 7;

THENCE South 01°02'31" East (Basis of Bearings is a deed recorded in 753, records of Coconino County, Arizona), a distance of 300.00 feet to the Northeast corner of a parcel as described in deed recorded in Docket 753, page 744-746, records of Coconino County, Arizona and the terminus of this line.

PARCEL NO. 4:

An easement for road and utility purposes, as reserved in instrument recorded in Docket 709, page 308, records of Coconino County, Arizona, over that part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

The East 25 feet of the North 300 feet of the following described property;

BEGINNING at the Southeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE along the South line of said Northeast quarter of the Northwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter, South 89°21'19" West a distance of 669.81 feet to the Northerly right-of-way line, 200 feet wide, of State Highway 89A;

THENCE along said right-of-way line, North 70°57'51" West (Highway bearing North 70°50'00" West), a distance of 317.85 feet to the West line of the East half of the Northwest quarter of the Northwest quarter of the Southeast quarter;

THENCE along said West line, North 0°49'37" West, a distance of 544.92 feet to the Southwest corner of Manzanita Hills Unit II;

THENCE along the South line of the said Manzanita Hills Units I and II, North 89°16'33" East, a distance of 966.30 feet to the Northeast corner of the Northeast quarter of the Northwest quarter of the Southeast quarter;

THENCE along the East line of the Northeast quarter of the Northwest quarter of the Southeast quarter, South 1°02'31" East, a distance of 653.32 feet to the POINT OF BEGINNING;

EXCEPT that part of said easement which was abandoned by instrument recorded in Docket 1506, page 110, records of Coconino County, Arizona

Lot closure of Bowers Subdivion Lots.

5 pages

Name: LOT 1

North: 49044.1380' East: 60302.2548'

Segment #1 : Line

Course: S15° 09' 53"W Length: 136.81'

North: 48912.0920' East: 60266.4660'

Segment #2 : Line

Course: N74° 50' 07"W Length: 97.43'

North: 48937.5792' East: 60172.4287'

Segment #3 : Curve

Length: 137.54' Radius: 96.50'

Delta: 81.6656 (d) Tangent: 83.39'

Chord: 126.19' Course: N34° 00' 09"W

Course In: N15° 09' 53"E Course Out: N83° 10' 11"W

RP North: 49030.7189' East: 60197.6726'

End North: 49042.1924' East: 60101.8596'

Segment #4 : Line

Course: N89° 26' 40"E Length: 200.41'

North: 49044.1356' East: 60302.2602'

Perimeter: 572.19' Area: 19245.48 Sq. Ft.

Error Closure: 0.0059 Course: S66° 00' 07"E

Error North: -0.00240 East: 0.00539

Precision 1: 95057.63

Name: LOT 2

North: 48912.0905' East: 60266.4653'

Segment #1 : Line

Course: N15° 09' 53"E Length: 136.81'

North: 49044.1365' East: 60302.2541'

Segment #2 : Line



Course: N89° 26' 40"E Length: 91.26'
North: 49045.0214' East: 60393.5098'

Segment #3 : Line

Course: S1° 14' 53"E Length: 224.86'
North: 48820.2147' East: 60398.4075'

Segment #4 : Line

Course: S90° 00' 00"W Length: 17.11'
North: 48820.2147' East: 60381.2975'

Segment #5 : Curve

Length: 125.48' Radius: 123.50'
Delta: 58.2140 (d) Tangent: 68.76'
Chord: 120.15' Course: N45° 37' 24"W
Course In: S73° 29' 01"W Course Out: N15° 16' 10"E
RP North: 48785.1049' East: 60262.8933'
End North: 48904.2443' East: 60295.4193'

Segment #6 : Line

Course: N74° 50' 07"W Length: 30.00'
North: 48912.0921' East: 60266.4640'

Perimeter: 625.53' Area: 19256.61 Sq. Ft.
Error Closure: 0.0021 Course: N38° 14' 40"W
Error North: 0.00161 East: -0.00127

Precision 1: 295328.57

Name: LOT 3

North: 48694.1722' East: 60068.7402'

Segment #1 : Line

Course: N0° 50' 23"W Length: 241.98'
North: 48936.1263' East: 60065.1939'

Segment #2 : Line

Course: S89° 54' 57"E Length: 43.37'
North: 48936.0626' East: 60108.5639'

Segment #3 : Curve

Length: 63.77' Radius: 130.00'
Delta: 28.1043 (d) Tangent: 32.54'
Chord: 63.13' Course: S60° 46' 59"E
Course In: N43° 16' 09"E Course Out: S15° 09' 53"W
RP North: 49030.7210' East: 60197.6693'
End North: 48905.2477' East: 60163.6623'

Segment #4 : Line

Course: S74° 50' 07"E Length: 65.63'
North: 48888.0792' East: 60227.0069'

Segment #5 : Line

Course: S74° 44' 19"E Length: 0.02'
North: 48888.0739' East: 60227.0262'

Segment #6 : Line

Course: S15° 10' 09"W Length: 200.37'
North: 48694.6853' East: 60174.5954'

Segment #7 : Line

Course: S89° 43' 33"W Length: 5.50'
North: 48694.6590' East: 60169.0955'

Segment #8 : Line

Course: S89° 43' 33"W Length: 0.00'
North: 48694.6590' East: 60169.0955'

Segment #9 : Line

Course: S89° 43' 33"W Length: 0.00'
North: 48694.6590' East: 60169.0955'

Segment #10 : Line

Course: S89° 43' 33"W Length: 100.36'
North: 48694.1788' East: 60068.7367'

Perimeter: 720.99' Area: 30084.25 Sq. Ft.
Error Closure: 0.0074 Course: N28° 34' 07"W
Error North: 0.00654 East: -0.00356

Precision 1: 97345.95

Name: LOT 4

North: 48888.0716' East: 60227.0250'

Segment #1 : Line

Course: S74° 50' 07"E Length: 61.56'
North: 48871.9678' East: 60286.4413'

Segment #2 : Curve

Length: 258.30' Radius: 90.00'
Delta: 164.4418 (d) Tangent: 658.80'
Chord: 178.34' Course: S7° 23' 09"W
Course In: S15° 09' 53"W Course Out: S0° 23' 36"E
RP North: 48785.1018' East: 60262.8977'
End North: 48695.1075' East: 60263.5156'

Segment #3 : Line

Course: S89° 43' 33"W Length: 88.92'
North: 48694.6820' East: 60174.5966'

Segment #4 : Line

Course: N15° 10' 09"E Length: 200.37'
North: 48888.0706' East: 60227.0274'

Perimeter: 609.16' Area: 24563.35 Sq. Ft.
Error Closure: 0.0027 Course: S68° 11' 02"E
Error North: -0.00099 East: 0.00246

Precision 1: 195996.30

When recorded, mail to:

City Clerk
City of Sedona
102 Roadrunner Road
Sedona, Arizona 86326

DEVELOPMENT AGREEMENT
between the City of Sedona
and
741 Forest Road, LLC

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 30th day of September, 2022, by and between the City of Sedona, an Arizona municipal corporation (“**City**”), and 741 Forest Road, LLC, an Arizona limited liability company (“**Landowner**”). The City and Landowner are the only Parties to this Agreement, and may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. The City is extending Forest Road from its current terminus to Highway 89A (the “**Project**”) in order to address traffic congestion, install utility improvements, address safety needs, and provide other benefits to the City and its residents.

B. The Project is expected to generate a large amount of excavation material, some of which is required to support the roadway, and the City anticipates high costs related to transportation and disposal offsite of excess excavation material, if necessary. The City also anticipates that transportation of excavation material will have a major impact on traffic congestion and control, and impose significant added wear and tear on the City streets.

C. Landowner is the owner of real property located at 741 Forest Road, Sedona, Arizona, which is more specifically described in *Exhibit “A”* (the “**Property**”). The roadway being installed as part of the Forest Road Extension Project (“**Roadway**”) will traverse the Property and as a result of the City’s taking, will divide the Remaining Property into two segments.

D. The City desires to place materials from the Project as backfill on the lower segment of the Remaining Property to support the Roadway. Such placement of backfill material, in the estimated amount of 20,000 cubic yards, would enhance the Roadway stability and visual impacts, reduce the City’s costs related to transportation and disposal, and mitigate other anticipated consequences such as traffic, wear-and-tear, and the need to find a storage location(s) for the excavation materials.

E. Landowner does not oppose construction of the Project, which will increase the accessibility to the proposed Roadway in the lower segment of the Remaining Property. Landowner desires to accept placement of backfill materials from the Project on the lower segment of the Remaining Property subject to and in accordance with the approved grading plan, which may assist in the reduction of any adverse impact and improve accessibility to the Roadway.

F. This Agreement is consistent with the Sedona Community Plan in effect on the Effective Date of this Agreement.

G. The City acknowledges that its construction of the Project and placement of backfill material on the lower segment of the Remaining Property will be beneficial and advantageous to the City and its residents and will not impede Landowner's ability to subdivide the lower segment of the Remaining Property into a minimum of at least two buildable sites under existing R-18 zoning.

H. A.R.S. § 9-500.05 authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City. The City and Landowner acknowledge that this Agreement is a development agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to fulfill the foregoing objectives, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The introduction and recitals set forth above are hereby incorporated into this Agreement as though fully set forth herein.

2. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1. **"Backfill Material"** shall mean and refer to all Excavation Materials that are placed on the lower segment of the Remaining Property by the City in accordance with paragraphs 211, 211.2 and 211.3 of the Construction Contract and the soils report referenced therein, except as noted below.

2.2. **"Construction Contract"** shall mean and refer to that construction contract entered into by the City to construct the Project.

2.3. **"Excavation Material"** shall mean and refer to material composed of soil, dirt and rock generated by excavation related to the Forest Road Extension Project or the Forest Road Uptown Parking Garage Project.

2.4. **"Grading Plan"** shall mean the approved grading plan attached to this Agreement as part of Exhibit "B" Site & Grading Plan and includes the Rockery Wall and Drain Pipe plans and/or as it may be amended by mutual written agreement of the Parties.

2.5. **"Public Improvements"** shall mean and refer to all the improvements that may be

constructed by the City as part of the Project, including, without limitation, public roads (including curb, gutter, and sidewalk), utilities and the Sedona Trails & Pathways System Shared Use Path.

2.6. **“Project”** shall mean and refer to the construction by the City of a public Roadway along the new Forest Road right-of-way, as well as the construction and installation of other Public Improvements on, over, under, or adjacent to the same, and to the construction by the City of a Shared Use Path.

2.7. **“Remaining Property”** shall mean and refer to the portion of the Property that does not include the Roadway and subject to the easement for the Shared Use Path, and consists of two segments as depicted on the Site Plan (*Exhibit “B”*).

2.8. **“Rockery Wall”** shall mean the Retaining Wall 4 (RW4) to be constructed by the City’s contractor at roughly 13+75 to 18+29 +/- as shown in Exhibit “B”. The Rockery Wall is generally located on the lower segment of the Remaining Property, 1’ off the property/ROW line and includes the immediately adjacent brow/interceptor ditch. The Rockery Wall is being installed for support of the hillside slope and aesthetic purposes and has no direct bearing on the support or stability of the Roadway.

2.9. **“Drain Pipe”** shall mean the Drain Pipe to be installed by the City’s contractor as depicted on Page 6 of Exhibit “B”. The Drain Pipe is generally located on the western side of the lower segment of the Remaining Property along the property line and within the setback.

2.10. **“Temporary Construction Easement”** or **“TCE”** shall mean the Temporary Construction Easement on the lower segment of the Remaining Property as depicted in the form attached to this Agreement as Exhibit “D”.

3. DEVELOPMENT STANDARDS

3.1. Except as modified herein, the Project, the construction of Public Improvements, and any other development that takes place on or within the Property will be governed by the City of Sedona Land Development Code (“LDC”), ordinances, regulations, rules, guidelines, and policies controlling permitted uses of the site, design review standards, the density and intensity of uses, and the maximum and minimum height and size of the buildings in existence as of the Effective Date of this Agreement will apply. The approved Grading Plan meets the applicable requirements of the LDC and other applicable requirements and other than the development standards listed in this Section 3, the City is unaware of other standards that would prevent, hinder or impede the development of the Remaining Property or of any other impediments to subdividing the lower segment of the Remaining Property for development after completion of the Project. If the lower segment of the Remaining Property is developed as single-family residential properties, no sidewalk will be required as part of development of the single-family residences.

3.2. Pursuant to LDC Section 8.8, the following development standards may be applied to any development of the lower segment of the Remaining Property where the natural grade has been impacted by City’s placement of Backfill Material in support of the Project:

3.2.1. LDC Section 2.24.E(1)d.1: Horizontal Plane: An imaginary horizontal plane, from the highest point of the new road-supported grade created by the City in

support of the Forest Road extension Project within the footprint of the building. No part of a building or structure shall exceed 18 feet in height as measured from this plane, except for those authorized exceptions in Section 2.24.E(3).

3.2.2. LDC Section 2.24.E(1)d.2: Parallel Plane: An imaginary plane that parallels the completed terrain, measured vertically from any point of the building or structure to the new road-supported grade created by the City in support of the Forest Road extension Project. No part of a building or structure shall exceed 18 feet in height as measured from this plane except for those authorized exceptions in Section 2.24.E(3) and/or the alternate standards in Section 2.24.E(4).

3.2.3. The standards of Subsections 3.2.1 and 3.2.2 shall apply to development within the fill area shown on the Forest Road Project plans, between approximately stations 13+75 and 20+50, left embankment. This area consists of approximately 54,637 square feet, as depicted in the drawing attached hereto as *Exhibit C Area Subject to Section 3.2*.

3.2.4. These provisions in Section 3.2 shall run with the land for the benefit of Landowner and its successors and assigns.

4. LANDOWNER OBLIGATIONS

4.1. Temporary Construction Easement. Within five days of the Effective Date, Landowner shall provide the City a temporary construction easement ("TCE") in a form substantially similar to that attached hereto as *Exhibit "D"*:

4.2. Warranty. Landowner represents and warrants that to the best of Landowner's actual knowledge: (a) the Property is not in violation, nor has it been or is it currently under investigation for a violation of any federal, state or local law; (b) there are no attachments, assignments for the benefits of creditors, receiverships or conservatorships; (c) Landowner has not previously taken any action and will not take any action, which would cause any lien or claim of lien to be made against the Property; (d) Landowner has no actual knowledge of any claims or lawsuits pending or threatened against the Property; (e) Other than the City, Landowner has no actual knowledge of any parties in adverse possession of the Property; and (f) Landowner is not aware of any agreements or leases relating to the Property.

4.3. Landowner agrees to accept placement of Backfill Material from the Project, installation of the Drain Pipe and construction of the Rockery Wall in accordance with Section 5.2 of this Agreement and the approved Site and Grading Plan for the Project. Landowner may hire, at its expense, professionals to 1) review soil compaction reports, periodically during construction inspect and test the placement of the Backfill Material to ensure compliance with the approved Grading Plan, and to certify the geological stability and compaction of Backfill Material in laydown area; and 2) periodically inspect the construction of the Rockery Wall.

4.4. Landowner may move, at its expense, the drainage easement in the area of approximate station 20+50, in order to support the site design, as long as the road stability, and drainage support is maintained to the reasonable satisfaction of the City Engineer. Landowner may also seek abandonment of a portion of the drainage easement in order to support the site design, as long as the road stability, and drainage support is maintained to the reasonable satisfaction of the City Engineer. Any such

request for abandonment is subject to approval of the City, not to be unreasonably withheld.

4.5. Within 30 days' notice from the City of substantial completion of the placement of Backfill Material and construction of the Rockery Wall, the Landowner or his/her designee shall inspect the Backfill Material and Rockery Wall to determine whether it has been placed substantially in accordance with the approved Grading Plan and compact in accordance with paragraphs 211, 211.2 and 211.3 of the Construction Contract and the soils report referenced therein. Upon completion of the inspection and review, the Landowner shall either: (a) approve the Backfill Material and Rockery Wall; or (b) provide a punch list of specific items that are not in accordance with the approved Site & Grading Plan that are to be corrected by the City. So long as the Backfill Material and Rockery Wall is placed in accordance with the approved Site & Grading Plan and is properly compacted in accordance with paragraphs 211, 211.2 and 211.3 of the Construction Contract and the soils report referenced therein, the Landowner shall accept the Backfill Material and Rockery Wall and Landowner shall not unreasonably withhold, condition or delay such acceptance. After acceptance by the Landowner, the City shall have no further obligation to the Landowner or liability with respect to the placement of Backfill Material or Rockery Wall on the lower segment of the Remaining Property and/or any subsequent construction placed on the Backfill Material on the lower segment of the Remaining Property. After acceptance, Landowner shall be responsible for all future maintenance or repairs of the Backfill Material and Rockery Wall, but in no event will the Landowner be liable for any damage to the Rockery Wall caused by any failure of the Roadway due to design, engineering or construction flaws/defects.

4.6. Effective upon the approval by Landowner of the Backfill Material and Rockery Wall in accordance with paragraph 4.5 above, Landowner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the placement, installation, construction or maintenance of the Backfill Material, Drain Pipe, and Rockery Wall on the lower segment of the Remaining Property or the relocation or change of the drainage easement. This indemnification shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall limit or impact any rights of the Landowner to pursue claims against any third parties related to latent defects or contractor warranty issues that may be discovered related to the installation of the Backfill Material, Drain Pipe and/or Rockery Wall.

4.7. During the term of the TCE, Landowner, its agents, consultants and/or contractors shall be entitled to access the Remaining Property. Any construction related activities to be performed by Landowner or its authorized representatives on the Remaining Property will be coordinated with the City and each party agrees to reasonably cooperate with their respective construction activities to minimize any disruption to either party.

5. CITY OBLIGATIONS

5.1. Public Improvements. The City shall construct, maintain, and repair the Public Improvements at its own expense and in accordance with City policies. The Public Improvements shall include providing access to the public Roadway for the Remaining Property, as reflected in the Site Plan, as well as providing access to City wastewater services through 6" stub-outs in locations selected by the Landowner. If additional utilities are constructed as part of the Public Improvements by the

utility owners, the City will coordinate with other utility providers to provide stubbed out gas, electric, water, phone/internet connections, as available, to the Remaining Property consistent with the Site Plan and utility providers plans.

5.2. **Backfill Material Laydown Areas.** In exchange for Landowner providing the TCE, and in consideration of the significant benefits that will accrue to the City, the City shall place Backfill Material to support the Project on the lower segment of the Remaining Property per the Site Plan and approved Grading Plan and consistent with Section 211 of the Construction Contract, except that any material containing broken concrete, rocks or other solid materials which are larger than 24 inches in diameter shall not be placed less than 6 feet below the surface of the finished grade and all such Backfill Material shall be compacted to a uniform density of not less than ninety-five (95%) percent of maximum density and moisture condition of plus or minus 2% of optimum moisture as per ASTM D698.

5.2.1. Landowner acknowledges that the City makes no representation as to the nature, quantity, or quality of the Backfill Material. Specifically, Landowner acknowledges that the City makes no representation that Backfill Material placed on the lower segment of the Remaining Property is fit for any purpose, nor that the Backfill Material is suitable for building pads or that the Backfill Material will total any amount. City will provide Landowner with compaction reports for Backfill Material placed on the lower segment of the Remaining Property as prepared and/or upon request. The final quantity of Backfill Material placed on the lower segment of the Remaining Property will be dependent on availability of excess Excavation Material from the Project. City agrees that all excess Excavation Material will be used on the Remaining Property as Backfill Material until the completion of the Site Plan and Grading Plan before it is used for other purposes.

5.2.2. Upon recording of the TCE, Landowner agrees that City vehicles and the City's contractor's vehicles are permitted to enter the lower segment of the Remaining Property for purposes of laying down Backfill Material, installation of the Drain Pipe and construction of the Rockery Wall during the Term of this Agreement. City shall have the right to remove shrubs and vegetation that interfere with the placement of the Backfill Material, installation of the Drain Pipe and construction of the Rockery Wall on the lower segment of the Remaining Property. To the extent that any shrub or vegetation that is required to remain in place under the building permits is damaged, disturbed or removed, the City shall be responsible for its replacement.

5.2.3. City shall ensure Landowner's representatives have adequate prior notice of the placement of the Backfill Material and installation of the Rockery Wall as well as access to the lower segment of the Remaining Property to ensure compliance with the approved Site & Grading Plan.

5.3. During the pendency of the TCE, City shall indemnify, protect, defend and hold harmless the Landowner, its members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation,

reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of claims by adjacent property owners or third parties damaged or injured by the placement of Backfill Material, installation of the Drain Pipe and construction of the Rockery Wall on the lower segment of the Remaining Property. This indemnification shall terminate upon Landowner's acceptance of the Backfill Material and Rockery Wall pursuant to Section 4.5.

6. DEFAULT; REMEDIES

6.1. Events Constituting Default. A Party hereunder shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance and such breach or default continues for a period of 30 days after written notice thereof from the Party not in default hereunder.

6.2. Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The City hereby agrees that the Landowner is not subject to the provisions of A.R.S. §12-821.01 if it serves a demand for mediation pursuant to this Section 6.2, and further agrees to toll the statute of limitations for service of a notice of claim so that the accrual date of a claim shall be 20 days after the conclusion of an unsuccessful mediation. The mediations shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to property development. The costs of any such mediation shall be divided equally between the City and the Landowner or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties and any Party shall be free to initiate litigation upon the conclusion of mediation. The prevailing party in any litigation regarding or related to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

6.3. Landowner's Remedies. In the event that the City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the Landowner may have, the Landowner may terminate this Agreement by written notice delivered to the City.

6.4. City's Remedies. In the event that the Landowner is in default under this Agreement, and the Landowner thereafter fails to cure any such default within the time period described in Section 6.1 above, then, in that event, in addition to all other legal and equitable remedies which the City may have, the City may terminate this Agreement by written notice delivered to the Landowner.

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

6.6. Termination for Violation of Law. In the event the terms of this Agreement are determined to be in violation of any Federal, State, County or City law, regulation or ordinance, the

either party may terminate this Contract immediately upon giving notice to the other party.

7. GENERAL PROVISIONS

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

7.2. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

To City:

City Manager
City of Sedona
102 Roadrunner Road
Sedona, Arizona 86326

To Landowner:

741 Forest Road, LLC
P.O. Box 3068
Sedona, Arizona 86336

With a copy to:

Shelton Freeman
Rose Law Group PC
19 W. Birch Avenue
Flagstaff, AZ 86001

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

7.3. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

7.4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

7.5. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Landowner represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Landowner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing. The Landowner represents to the City that by entering into this Agreement, the Landowner has bound the

Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

7.6. Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings or agreements between the Parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

- Exhibit "A" Legal Description of Property*
- Exhibit "B" Site & Grading Plan*
- Exhibit "C" Area Subject to Section 3.2*
- Exhibit "D" Temporary Construction Easement*

7.7. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. The City shall record the amendment or cancellation in the official records of the Coconino County Recorder.

7.8. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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

7.10. Recordation of Agreement and Subsequent Amendment; Cancellation. The City will record this Agreement, and any amendment or cancellation of it, in the official records of the Coconino County Recorder no later than ten days after the City and the Landowner execute the Agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

7.11. No Partnership; Third-Party. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Landowner and the City. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.12. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association

in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

7.13. Compliance with All Laws. City and Landowner will comply with all applicable Federal, State, and County laws, as well as with all applicable City ordinances, regulations, and policies.

7.14. Successors and Assigns; Restriction on Assignment by Landowner. The provisions of this Agreement shall inure to the benefit and be binding upon the permitted successors and assigns of the Parties hereto; City shall not unreasonably withhold its consent to the assignment by Landowner of its rights hereunder to an entity owned by Landowner and/or its principals.

7.15. Liability and Indemnification by Landowner. Landowner shall indemnify, protect, defend and hold harmless the City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and remedial actions of any kind, including, without limitation, reasonable attorneys' fees and costs of defense arising directly or indirectly, in whole or in part, from the acts or omissions of the Landowner while exercising its rights or carrying out its duties or responsibilities under this Agreement. This indemnification shall relate solely to the placement of Backfill Material, Drain Pipe and Rockery Wall on the lower segment of the Remaining Property and/or any subsequent construction placed on the Backfill Material on the lower segment of the Remaining Property. Under no circumstances shall Landowner have any responsibility for any claims made by the City related to the use or installation of Backfill Material, Drain Pipe or Rockery Wall by the City for the Project or the Roadway.

7.16. Liability and Indemnification by City. City shall indemnify, protect, defend and hold harmless the Landowner, its members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of the acts or omissions of the City while exercising its rights or carrying out its duties or responsibilities under this Agreement.

8. WAIVER OF CLAIM FOR DIMINUTION IN VALUE.

8.1. Landowner agrees and understands that the City is entering into this Agreement in good faith and with the understanding that the City will not be subject to a claim for diminished value of the Property from the Landowner or other parties having an interest in the Property as a result of the placement of Backfill Material, Drain Pipe and Rockery Wall on the lower segment of the Remaining Property as part of the Project, and any other right, duty, or obligation arising from the terms of this Agreement. This waiver for diminution of value does not apply to City's exercise of eminent domain on the Property (Coconino County Superior Court Case No. S0300 CV202200090).

8.2. By signing this waiver, Landowner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Landowner may have now or in the future under the provisions of A.R.S. § 12-1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) arising from this Agreement and the placement of Backfill Material, Drain Pipe and Rockery Wall on the

lower segment of the Remaining Property as part of the Project pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act with regard to the Property arising from the placement of Backfill Material, Drain Pipe and Rockery Wall on the lower segment of the Remaining Property as part of the Project pursuant to this Agreement. Landowner agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses and expenses arising from this Agreement, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of the City's existing land use laws under this Agreement. Landowner acknowledges and agrees that neither this Agreement nor any action of the City related thereto will result in a reduction of the fair market value of the Property as defined in A.R.S. § 12-1136.

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

[Signatures on the following page.]

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

City of Sedona

741 Forest Road, LLC,
an Arizona limited liability company

Sandra J. Moriarty
Sandra J. Moriarty, Mayor

By: [Signature]

Name: JOEL BOWERS

Title: MANAGER

Attest:

Jo Anne Cook
JoAnne Cook, City Clerk

Approved as to form:

[Signature]
Kurt W. Christianson, City Attorney

STATE OF ARIZONA)
COUNTY OF Yavapai)

ACKNOWLEDGMENT

On this 30 day of September, 2022, before me, a Notary Public, personally appeared Joel W. Bowers, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of 741 Forest Road, LLC, an Arizona limited liability company, for the purposes therein contained.



[Signature]
Notary Public
My Commission Expires: 02/25/2026

Exhibit A – Legal Description of Property

That part of the Northwest quarter of the Southeast quarter of Section 7, Township 17 North, Range 6 East of the Gila & Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at a point on the East line of the Northwest quarter of the Southeast quarter of said Section 7, bearing South 01° 02' 31" East, a distance of 300.00 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 7;

THENCE South 01° 02' 31" East, along the East line of the Northwest quarter of the Southeast quarter of said Section 7, a distance of 353.32 feet;

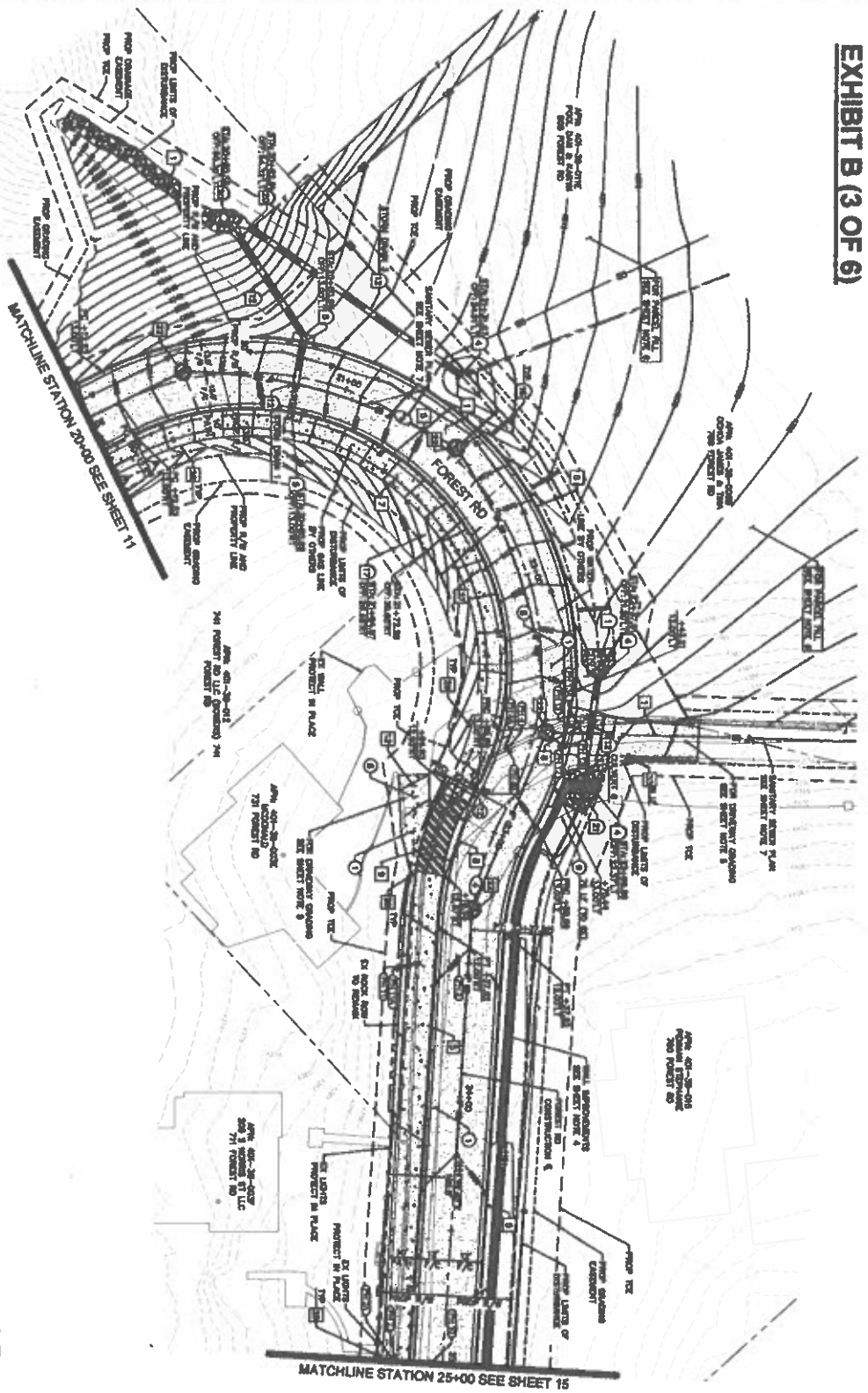
THENCE South 89° 21' 19" West, a distance of 328.17 feet;

THENCE North 01° 02' 31" West, a distance of 352.86 feet;

THENCE North 89° 16' 33" East, a distance of 328.18 feet to the POINT OF BEGINNING.



EXHIBIT B (3 OF 6)



NOTICE OF EXTENDED AVAILMENT PERIOD
 FROM APR 23-1129 (01) THE GENERAL AVAILMENT PERIOD FOR THIS PROJECT HAS BEEN EXTENDED TO APR 23-1129 (01) DUE TO THE EXTENDED AVAILMENT PERIOD FOR THIS PROJECT. THE EXTENDED AVAILMENT PERIOD FOR THIS PROJECT IS 1810/02/008.

GENERAL NOTE
 1. FROM THE SUBMITTAL OF THIS PROJECT TO THE CITY OF SEDONA, THE CITY ENGINEER HAS REVIEWED THE PROJECT AND HAS FOUND IT TO BE IN COMPLIANCE WITH THE CITY ENGINEER'S REQUIREMENTS FOR ROADWAY PLANS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED.

PROJECT INFORMATION

Project No.	191802008
Project Name	FOREST ROAD
Project Location	102 ROADRUNNER DRIVE, SEDONA, ARIZONA 86336
Project Date	191802008
Project Status	191802008

FOREST RD @ CURVE DATA

CHAIN	PIN	STATION	CHORD	LENGTH	ANGLE	A	B	EXT	BEARING
1+00	1+00	1+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2+00	2+00	2+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3+00	3+00	3+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4+00	4+00	4+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5+00	5+00	5+00.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Kimley-Horn
 9000 N. CENTRAL AVENUE AND ASSOCIATES, INC.
 201 NORTH CENTRAL AVENUE, SUITE 200
 PHOENIX, ARIZONA 85004
 WWW.KIMLEY-HORN.COM

**CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, ARIZONA 86336
 928-264-7111**

FOREST ROAD CONNECTION PROJECT NO. SML05 ROADWAY PLANS STA 20+00 TO STA 25+00

SHEET NO. 13 OF 51

- ROADWAY NOTES**
1. REMOVE EXISTING PAVEMENT.
 2. REMOVE EXISTING CURB AND GUTTER FOR 10' WIDE.
 3. REMOVE EXISTING SIDEWALK.
 4. REMOVE EXISTING 18" DIA. MANHOLE.
 5. REMOVE EXISTING 18" DIA. MANHOLE.
 6. REMOVE EXISTING 18" DIA. MANHOLE.
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 22. REMOVE EXISTING 18" DIA. MANHOLE.
 23. REMOVE EXISTING 18" DIA. MANHOLE.
 24. REMOVE EXISTING 18" DIA. MANHOLE.
 25. REMOVE EXISTING 18" DIA. MANHOLE.

GENERAL STRUCTURAL NOTES

CONCRETE SPECIFICATIONS - REFER TO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2009 AND PRODUCT TECHNICAL SPECIFICATIONS.

DESIGN SPECIFICATIONS - ASHRO LIND BROOK DESIGN SPECIFICATIONS, 6th EDITION, 2017.

ALL CONCRETE SHALL BE CLASS "C" (f_c = 3000 PSI) UNLESS OTHERWISE NOTED.

REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATIONS A615. ALL REINFORCING SHALL BE FURNISHED AS GRADE 60.

ALL REINFORCING STEEL SHALL HAVE 2 HIGH CARBON COVER UNLESS NOTED OTHERWISE.

CHANGES TO ALL DIMENSIONS SHALL BE INDICATED BY DIMENSION LINES. DIMENSIONS SHALL NOT BE SQUARED FROM DIMENSIONS.

LENGTH OF WALL ELEMENTS IS MEASURED ALONG THE WALL LAYOUT LINE. CONTACT STRUCTURAL BACKFILL FOR FOOTING AND WALL SHALL MINIMUM 10% PERCENT OF ASH DUNE SAND PER COUNTY.

TEMPERATURE SHOWN MAY BE REQUIRED FOR EXCAVATION & CONSTRUCTION OF WALLS. THE STRUCTURE SHALL BE CONSTRUCTED WITHIN THE TEMPERATURE RANGE SHOWN. REFER TO THE FINAL FOUNDATION DESIGN REPORT FOR CONSTRUCTION TO EXCAVATION & TEMPORARY CONSTRUCTION CUT SLOPE RECOMMENDATIONS.

ALL EXPOSED SURFACES OF RETAINING WALLS SHALL BE PAINTED TO A MINIMUM DEPTH OF 1/8" WITH AN ALUMINUM FLAKE FINISH. REFER TO THE FINAL FOUNDATION DESIGN REPORT FOR CONSTRUCTION TO EXCAVATION & TEMPORARY CONSTRUCTION CUT SLOPE RECOMMENDATIONS.

FOR APPROXIMATE QUANTITIES, REFER TO THE APPROVED STRUCTURAL EXCAVATION REPORT FOR FOREST ROAD CORRECTION TO FOREST ROAD, NORTHWEST OF FOREST ROAD AND HIGHWAY 78, SEDONA, AZ BY WMM ENGINEERING INC., PROJECT NUMBER 1915022008.

ALL RETAINING WALLS SHALL HAVE CONSTRUCTION JOINTS SPACED AT NOT MORE THAN 10' OF SPACING ON 30' SPACING.

EXPANSION JOINTS SHALL BE PROVIDED AT INTERVALS NOT EXCEEDING 60'-0". FOOTINGS MAY BE CONTINUOUS WITHOUT JOINTS EXCEPT AT FOOTING STEP LOCATIONS.

SYMBOLS & ABBREVIATIONS

- - SPACED AT
- - SPACED AT
- - BACK FACE
- △ - FRONT FACE
- ▽ - FRONT FACE
- - CLEAR
- - CONSTRUCTION
- - EXCAVATION
- - EXISTING
- - FRONT FACE
- - LAYOUT LINE
- - LEFT
- - RIGHT
- - SCALE
- - SETBACK
- - PROPERTY
- - ROAD
- - RIGHT
- - RETAINING WALL
- - SOUTH
- - SOUTH
- - TOP
- - TYPICAL
- - WEST

NOTICE OF EXTENDED PAYMENT PROVISION



Symbol	Revision	Date	Appr.

Designed by:	MA
Drawn by:	AA
Checked by:	NLM

Date:	12/17/2021
Scale:	AS SHOWN
Project Code:	1915022008

Kimley-Horn
 9200 N. AVENUE, SUITE 200, PHOENIX, ARIZONA 85028
 201 NORTH MONTELEONE, SUITE 200, PHOENIX, ARIZONA 85007
 WWW.KIMLEY-HORN.COM

CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, ARIZONA 86336
 928-204-7111

FOREST ROAD CONNECTION
 PROJECT NO. SIM-05
 GENERAL NOTES & OVERALL PLAN

SHEET ID: ST01
 SHEET NO.: 31 OF 51

RETAINING WALLS APPROXIMATE QUANTITIES

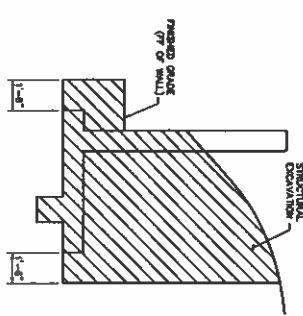
Item	Quantity
RW1	1,100 SF
RW2	1,400 SF
RW3	1,400 SF
RW4	1,400 SF

APPROXIMATE QUANTITIES

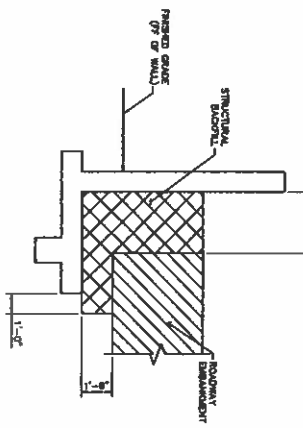
ITEM	RW1	RW2	RW3	RW4
STRUCTURAL EXCAVATION*	270 CU YD	880 CU YD	1,120 CU YD	400 CU YD
STRUCTURAL BACKFILL*	230 CU YD	440 CU YD	260 CU YD	430 CU YD
CONCRETE	140 CU YD	-	610 CU YD	-
REINFORCING STEEL*	14,200 LB	-	61,760 LB	-
1" SAFETY RAIL*	-	-	227 FT	-
4'-0" SAFETY RAIL*	153 FT	-	108 FT	-
5'-0" AND 6" SAFETY RAIL*	-	248 FT	-	238 FT

* THE QUANTITIES FOR THESE ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT BE MEASURED OR PAID FOR SEPARATELY.

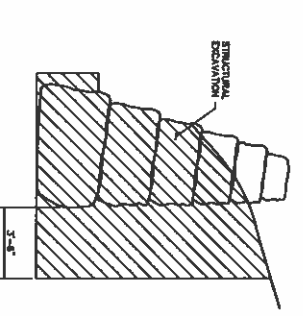
STRUCTURAL EXCAVATION LIMITS - RW1 & RW3



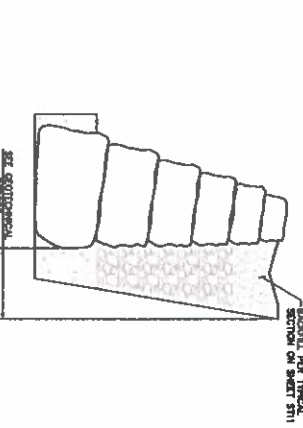
STRUCTURAL BACKFILL LIMITS - RW1 & RW3



STRUCTURAL EXCAVATION LIMITS - RW2 & RW4

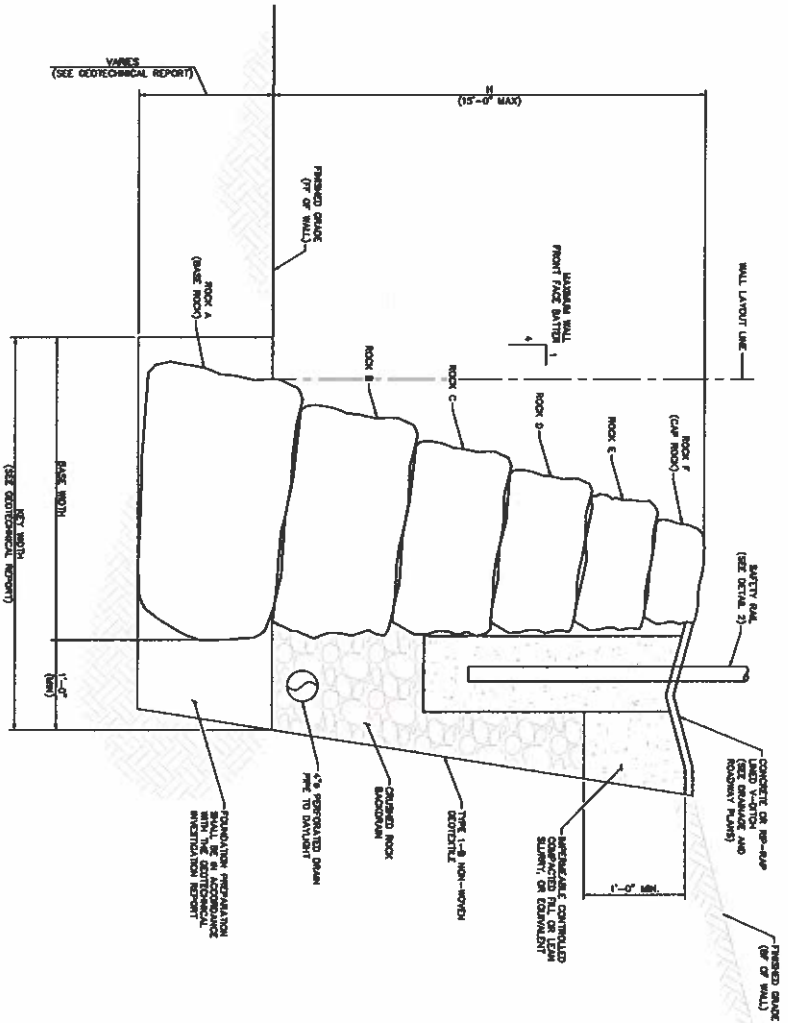


STRUCTURAL BACKFILL LIMITS - RW2 & RW4

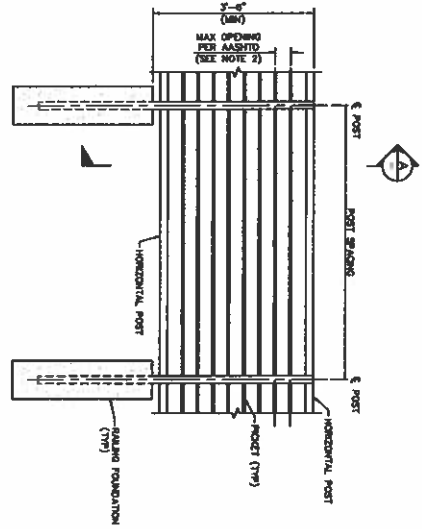


Handwritten signature or initials.

EXHIBIT B (5 OF 6)



1 RW2 & RW4 WALL TYPICAL SECTION



2 TYPICAL SAFETY RAIL DETAIL

- ROCKERY WALL NOTES:**
1. ALL EXPOSED FINAL VENEER DIMENSIONS, ETC. SHALL BE ON SITE TO MONITOR THE ROCKERY WALL CONSTRUCTION UNTIL IT IS COMPLETE.
 2. WALL RING & RING SHALL BE CONSTRUCTED PER CONSTRUCTION SPECIFICATIONS REPORT. RING SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. RING SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. RING SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. RING SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT.
 3. SET GEOTECHNICAL INVESTIGATION REPORT FOR ROCK RINGS AND REPORTS. ROCK RINGS SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. ROCK RINGS SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. ROCK RINGS SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT. ROCK RINGS SHALL BE CONSTRUCTED PER GEOTECHNICAL INVESTIGATION REPORT.

- RAILING NOTES:**
1. CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL, DURING DESIGN DEVELOPMENT, A SHOP DRAWING, SIGNED BY A REGISTERED ENGINEER IN THE STATE OF ARIZONA.
 2. RAILING SHALL BE DESIGNED PER THE PRESTRESSING RAILING REQUIREMENTS IN ARIZONA SECTION 13A.

NOTICE OF EXTENDED PAYMENT PROVISION
 (PER A.S. 23-113(A)) THE CONTRACTOR AGREES TO OBTAIN A LETTER OF CREDIT FROM A BANK OR FINANCIAL INSTITUTION FOR FULL PAYMENT.

Revisions	Date	Appr	Design By	Drawn By	Scale	Check By	Project Code	Sheet ID
			AA	AA	AS SHOWN	NLM	191502009	ST11
								41 OF 51



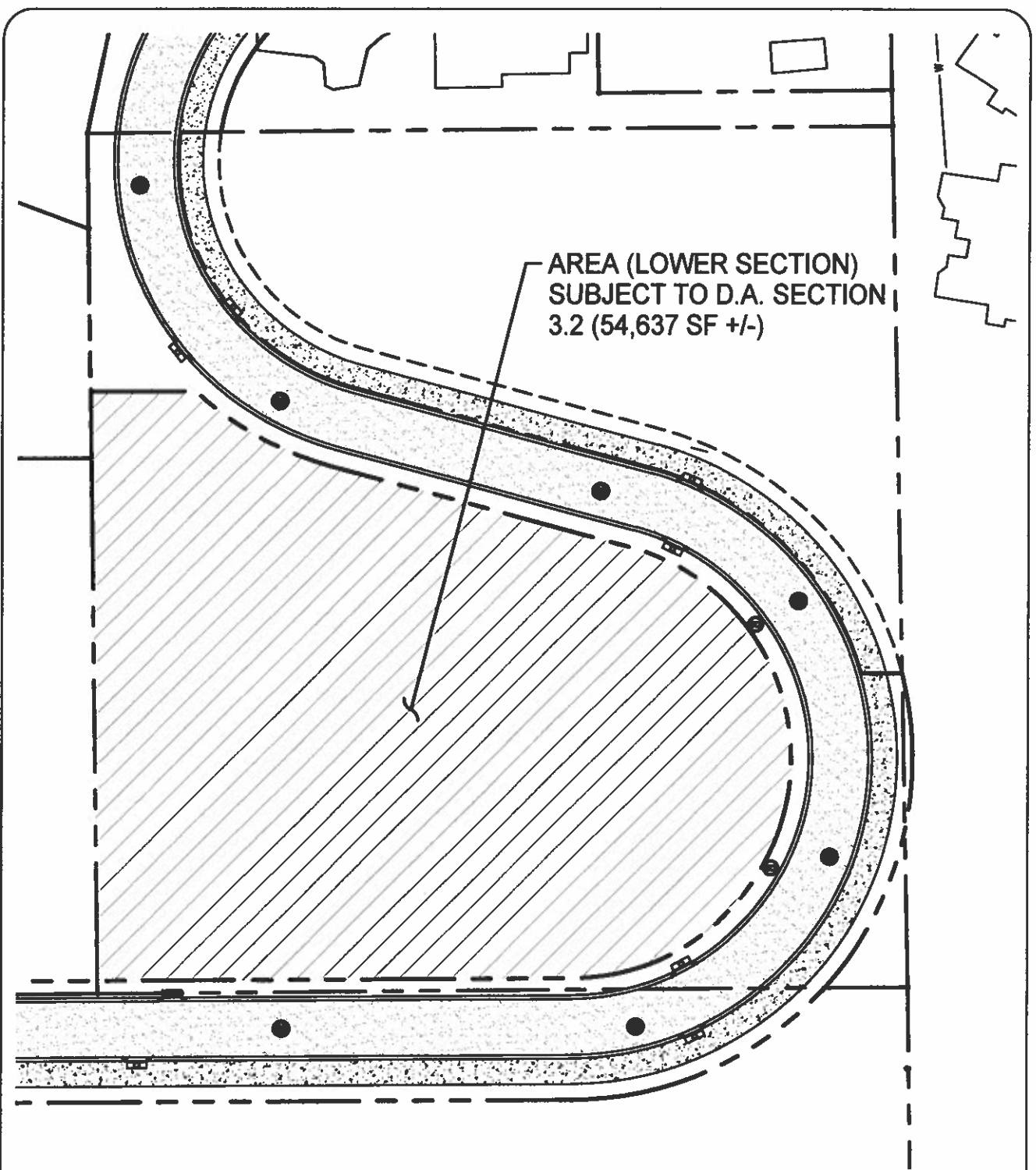
Kimley-Horn
 201 NORTH HORIZONAL AVENUE 200 PHOENIX, ARIZONA, 85001
 PHONE: 602-426-7171
 WWW.KIMLEY-HORN.COM



CITY OF SEDONA
 PUBLIC WORKS DEPARTMENT
 102 ROADRUNNER DRIVE
 SEDONA, ARIZONA 86336
 928-204-7111

FOREST ROAD
 CONNECTION
 PROJECT NO. SM-05
 ROCKERY WALL DETAILS

SHEET ID: ST11
 SHEET NO.: 41 OF 51



City of Sedona PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 929-204-7111	FOREST ROAD CONNECTION PROJECT Forest Road Sedona, AZ 86336	EXHIBIT C AREA SUBJECT TO SECTION 3.2 APN: 401-38-012	7/14/22
			1"=60'
			1

B

EXHIBIT D

Temporary Construction Easement

Parties:

City of Sedona

and:

741 Forest Road, LLC

Assessor's Parcel Number:

401-38-012

County:

Coconino



EXHIBIT D (cont.)

When Executed Return to:

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

APN: 401-38-012

TEMPORARY CONSTRUCTION EASEMENT

For value received and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 741 Forest Road, LLC an Arizona Limited Liability Company ("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, roadway cut or fill slopes, a rock gravity retaining wall, and processing of excavation material upon the surface of that property situated in the City of Sedona, Coconino County, Arizona, particularly described in **Schedule "A"** attached hereto and incorporated by this reference.

The Easement shall cease to exist once the Forest Road Connection Project is complete, or no later than two years from the execution date of this Easement, whichever occurs first and, upon Grantor's request, Grantee shall execute a recordable termination of the Easement as determined appropriate.

The Grantee is hereby granted a temporary right to enter upon the Easement at all appropriate times and places in connection with normal operations of the Grantee to construct and install grading and sloping pursuant to the Forest Road Connection Project.

While the Easement is in effect, Grantor shall not erect or construct, or permit to be erected or constructed, any building or other structure within the Easement; nor shall Grantor undertake any excavation or drill any well, or plant or permit to be planted any trees within the limits of such Easement without the prior written consent of the Grantee.

Grantee agrees to use reasonable efforts to prevent damage to the existing adjoining property and to restore the same 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.



EXHIBIT D (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: **741 Forest Road, LLC**

741 Forest Road, LLC

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of _____)

Notary Public
[Seal]

My Commission Expires:

GRANTEE: **City of Sedona**

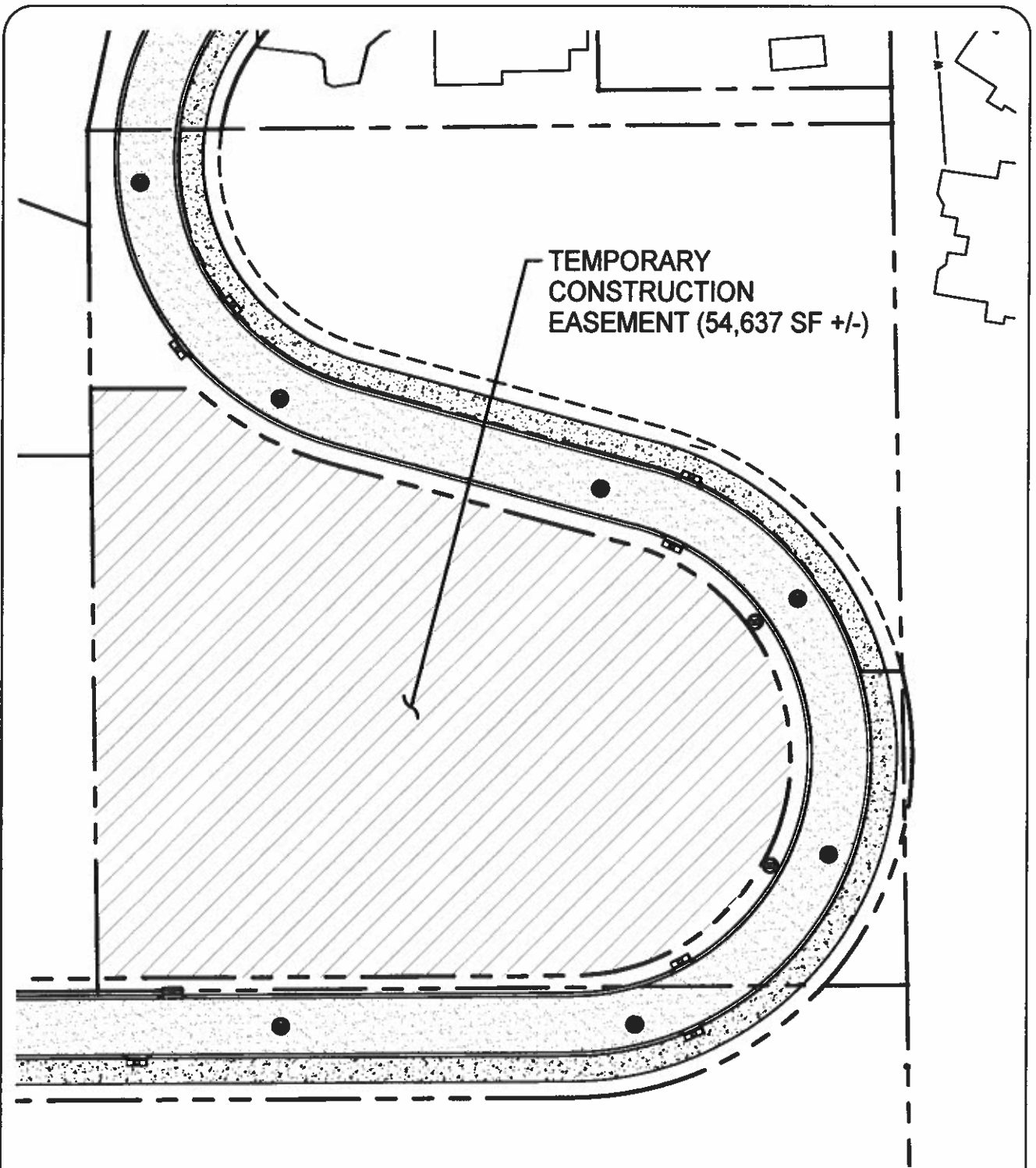
Sandra J. Moriarty, Mayor

ATTEST:

JoAnne Cook, City Clerk

APPROVED AS TO FORM:

Kurt W. Christianson, City Attorney



City of Sedona PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, ARIZONA 86336 PHONE: 928-204-7111	FOREST ROAD CONNECTION PROJECT Forest Road Sedona, AZ 86336	<u>SCHEULE A</u> Temporary Construction Easement APN: 401-38-012	7/14/22
			1"=60'
			1

AS

WATER REPORT

Prepared for:
Bowers Subdivision
APN: 401-38-012
741 Forest Road,
A Limited Liability Corporation ("Trustee")
Sedona, Az, 86336



Prepared by:



100% Veteran Owned

40 Stutz Bearcat Drive Sedona, Arizona 86336

220219

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado

CONTENTS

..... i

I. GENERAL LOCATION AND DESCRIPTION..... 1

 A. Location..... 1

II. Water Demands 1

III. Fire Protection..... 2

ABBREVIATIONS

- SR-89A - State Route – 89A
- GPD - Gallons Per Day
- Du - Dwelling Units
- Gal/Day - Gallons Per Day Per Day
- GPM - Gallons Per Minute
- psi - Pound-force per square inch





Luke Sefton, PE, CFM
Tim Huskett, PE, CFM
Robert Lane, Public Lands
Cheri Baker, Office Manager
Crockett Saline, PE
David Nicolella, Planner
Leonard Filner, Planner

I. GENERAL LOCATION AND DESCRIPTION

A. LOCATION

The Forest Road improvements project includes installing new roadway, curb and gutter, multi-use path, culverts between the existing Forest Road and State Route 89A (SR-89A). The new Forest Road will connect to SR-89A west of the existing roundabouts. The development will be done on the parcel number 401-38-102, having total area of ±2.68 acres, located in the NW¼ of the SE¼ of Section 07 Township 17 North, Range 6 East Gila-Salt River Principal Meridian Arizona.

This project is located within the City of Sedona (City), within Coconino County (County).

Per the City of Sedona official zoning map, the property is zoned as RS-18 (Single Family Residential) and the properties to the south and east zoned as CO and at the north and west zoned as RS-18. The nearest existing development is the United States Postal service to the north of State Route 89A (SR-89A).

II. WATER DEMANDS

For this report total water demand for the development is based on the typical average water usage for each dwelling unit. According to the *Arizona Department of Water Resources* on average, each Dwelling units uses about **504 gallons per day (gpd)**. This means that there will be approximately 1008 gallons per day for 2 dwelling units for Lot 3 and Lot 4 which will be served by the 2 Inch common pipe.

The City of Sedona does not publish any peaking factors therefore, the accepted values from Arizona Water Company were used to set Max-Day and Peak-Hour peaking factors. According to the company, the Max-Day Demands have a peaking factor of 2.0 times the Average-Daily Demand. Peak-Hour Demands have a peaking factor of 3.0 times the Average-Daily Demand. Water demands under full build-out conditions were calculated as shown in Table 1.

Table 1: Water Demand Calcs

Water Demand Calcs		
Given:		
Dwelling Units	2	Parcels
SFR Demand	504	Gpd/Du
Results:		
Total Demand =	1008	Gal/day
	0.70	GPM

220219

40 Stutz Bearcat Dr., Sedona, Arizona 86336 ~Phone: (928) 202-3999
 Email: info@sefengco.com ~ www.SeftonEngineeringCompany.com

In affiliation with:

Heritage Land Surveying & Mapping, Inc. with offices in Sedona, Camp Verde & Colorado



Luke Sefton, PE, CFM
 Tim Huskett, PE, CFM
 Robert Lane, Public Lands
 Cheri Baker, Office Manager
 Crockett Saline, PE
 David Nicolella, Planner
 Leonard Filner, Planner

Table 2: Water Demand Design Flows

Building ID	Average Daily Water Demand (GPD)	Average Day Water Demand (GPM)	Max Day Peaking Factor	Max Day Water Demand (GPM)	Peak Hour Peaking Factor	Peak Hour Water Demand (GPM)
2 Lots	1008	0.70	2.00	1.40	3.00	2.10
Total	1008	0.70		1.40		2.10

Total estimated design demands for two dwelling units are summarized below:

- Average Daily Demand: 1008 gallons per day (GPD) or 0.70 gallons per minute (GPM)
- Maximum-Day Demand: 1.40 gallons per minute (GPM)
- Peak-Hour Demand: 2.10 gallons per minute (GPM)

III. FIRE PROTECTION

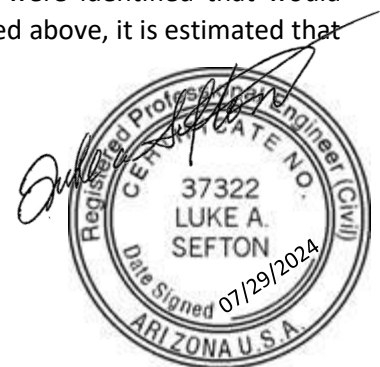
The fire & life safety requirements for the City of Sedona Fire Department require that a fire hydrant be placed so that a structure does not exceed 600 feet. If any portion of a structure exceeds 600 ft, then an intermediate fire hydrant will be required. The required fire flow for the building shall meet a minimum of 1,500 gallons per minute (GPM) or the available GPM in the water delivery system at 20 psi, whichever is less.

Conclusion

After due diligence of the existing infrastructure and some analysis of future development, there will be sufficient services to provide water supply to the site. No critical issues were identified that would preclude the anticipated development presented in this report. As mentioned above, it is estimated that the subdivision will require a max of **2.10 GPM** of water.

Sincerely,

Luke Sefton, PE, CFM
 TEL: (928) 202-3999, Cell: (928) 646-3494, Email: ls@SefEngCo.com
 Prepared By: Shivaraj Shanmukh



ARIZONA WATER COMPANY

3805 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85015-5351 • P.O. BOX 29006, PHOENIX, AZ 85038-9006
PHONE: (602) 240-6860 • FAX: (602) 240-6874 • TOLL FREE: (800) 533-6023 • www.azwater.com

September 12, 2024

David Nicolella
Sefton Engineering
40 Stutz Bearcat Drive
Sedona, AZ 86336


PROJECT: NAME / DESCRIPTION APN 401-38-012 Proposed Lots 1 & 2 Residential	
SYSTEM: Sedona	
CONTRACT NO.:	
P.E. NO.:	W.A. NO.:
2443	2-7241

Dear Mr. Nicolella:

Arizona Water Company ("Company") received your Water Plans ("Plans") and Water Report ("Report") for the above referenced project. The legally recognized public fire protection agency and fire sprinkler design engineer that has the responsibility for fire protection must specify the minimum required fire flow rate (GPM) and flow duration (hours) for your project. The public fire protection agency may allow for a reduced flow rate if the building is equipped with fire sprinklers.

Please have the public fire protection agency and fire sprinkler design engineer specify the minimum fire flow rate for this project by completing the tables on page 2. Return a completed copy of this letter and tables to my attention. The method of service will be determined based on the required fire flow rate for this project. If you have any questions, please feel free to contact me at the number above.

Very truly yours,



Brittany Prater
Development Coordinator I
developmentservices@azwater.com

bp
Enclosure(s)

E-MAIL: developmentservices@azwater.com

03/18/2021
AJH:afh
E-3-4-3



Fire hydrant(s)	GPM:	Duration:
Condition 1: Single family less than 3600 sq. ft.:	1000 gpm for 1 Hour	
Condition 2: Single Family 3600-4800 sq ft.:	1750 gpm for 2 Hours	
Reduced GPM if equipped with fire sprinklers:	GPM:	Duration:
Condition 1: Single family less than 3600 sq. ft.:	500 gpm for 1 Hour	
Condition 2: Single Family 3600-4800 sq ft.:	875 gpm for 2 Hours	

(Public Fire Protection Agency Signature)

By: Dori Booth

Title: Division Chief - Fire Marshal

Date: 26-September-2024

Fire sprinklers	GPM:	Duration:
Fire demand	GPM:	
Hose demand:	GPM:	

(Fire Sprinkler Design Engineer Signature)

By: _____

Title: _____

Date: _____

ARIZONA WATER COMPANY

3805 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85015-5351 • P.O. BOX 29006, PHOENIX, AZ 85038-9006
PHONE: (602) 240-6860 • FAX: (602) 240-6874 • TOLL FREE: (800) 533-6023 • www.azwater.com

September 12, 2024

David Nicolella
Sefton Engineering
40 Stutz Bearcat Drive
Sedona, AZ 86336

PROJECT: NAME / DESCRIPTION APN 401-38-012 Proposed Lots 3 & 4 Commercial	
SYSTEM: Sedona	
CONTRACT NO.:	
P.E. NO.:	W.A. NO.:
2443	2-7241

Dear Mr. Nicolella:

Arizona Water Company ("Company") received your Water Plans ("Plans") and Water Report ("Report") for the above referenced project. The legally recognized public fire protection agency and fire sprinkler design engineer that has the responsibility for fire protection must specify the minimum required fire flow rate (GPM) and flow duration (hours) for your project. The public fire protection agency may allow for a reduced flow rate if the building is equipped with fire sprinklers.

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Very truly yours,

Brittany Prater
Development Coordinator I
developmentservices@azwater.com

bp
Enclosure(s)

E-MAIL: developmentservices@azwater.com

Fire hydrant(s)	GPM: 2,750 gpm**	Duration: 2 hours
Reduced GPM if equipped with fire sprinklers:	GPM: 1,500 gpm**	Duration: 2 Hours

** Assumption based on proposed development: Commercial Occupancy with V-B Construction, 9,401 - 11,300 square feet**
- An increase in square footage may result in an increased fire flow demand

(Public Fire Protection Agency Signature)

By: Dori Booth

Title: Division Chief - Fire Marshal

Date: 26-September-2024

Fire sprinklers	GPM:	Duration:
Fire demand		GPM:
Hose demand:		GPM:

(Fire Sprinkler Design Engineer Signature)

By: _____

Title: _____

Date: _____

**WAIVER OF RIGHTS AND REMEDIES UNDER
A.R.S. §12-1134**

AGREEMENT TO CONDITIONS OF APPROVAL

This agreement regarding Waiver of Rights and Remedies under A.R.S. § 12-1134 (“Agreement”) is made between 741 FOREST ROAD LLC (Owner) and the City of Sedona, Arizona, (City) regarding the following properties:

- The Property as described in Case Number PZ21-00020 (SUB) comprising Coconino County Assessor’s Parcel Number 401-38-012. (See Exhibit B: Legal Description)

The Owner agrees and consents to all the conditions imposed by the Sedona Planning & Zoning Commission and City Council (See Exhibit A: Conditions of Approval) regarding Bowers Subdivision at 741 FOREST RD in Sedona, Arizona, Case #PZ21-00020 (SUB).

By signing this Agreement, Owner waives and fully releases any and all financial loss, claims, suits, damages, right to compensation, diminution of value or cause of action Landowner may have now or in the future under the provisions of A.R.S. § 12- 1134 through and including A.R.S. § 12-1136 (but specifically excluding any provisions included therein related to eminent domain) related to the Preliminary Plat as a result of the Sedona Planning & Zoning Commission and City Council’s approval of PZ21- 00020 (SUB).

This Agreement may not be modified or amended except by written agreement by the Owner and City.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

This Agreement runs with the land and is binding upon all present and future owners of the above-referenced property.

This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

The Owners warrant and represent that they are the owners of fee title to the above-referenced properties, and that no other person has an ownership interest in the property. The persons who sign on behalf of Owners personally warrant and guarantee to the City they have the legal power to bind Owners to this Agreement.

Dated this 13 day of AUGUST, 2024.

741 FOREST RD. LLC

By: JOEL BOWERS MGN.

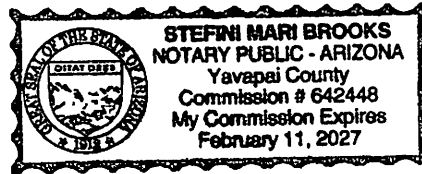
Property Owner (Printed Name)



Property Owner (Signature)

State of Arizona

County of Yavapai



SUBSCRIBED AND SWORN to before me this 13 day of August, 2024, by


Joel Bowers

, owners.

Property owner name(s)

My commission expires:

02/11/2027


Notary Public

CITY of Sedona Arizona, an Arizona Municipal Corporation By: __

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney