

ORDINANCE NO. 2024-06

**THE VILLAGE AT SADDLEROCK CROSSING
PZ 19-00005 (ZC)**

AN ORDINANCE OF THE OF THE CITY OF SEDONA, ARIZONA, REZONING THAT PROPERTY DESCRIBED HEREIN FROM ITS PRESENT DESIGNATION OF CO (COMMERCIAL) AND RM-2 (MEDIUM/HIGH DENSITY MULTI FAMILY RESIDENTIAL) TO L (LODGING); ESTABLISHING CONDITIONS OF SUCH REZONING; DIRECTING THE AMENDMENT OF THE ZONING MAP UPON COMPLETION OF ALL ZONING CONDITIONS SET FORTH HEREIN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Planning and Zoning Commission has formally considered the proposed rezoning, following proper notice and a hearing on February 6, 2024, and has recommended approval of the requested rezoning, subject to the recommended conditions of approval;

WHEREAS the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, City Council has read and considered the staff reports prepared by the Community Development Department staff and all attachments to those reports, the applicant's application, the narrative provided by the applicant and all statements made by the applicant and its representatives during the presentations to the Planning and Zoning Commission and to City Council, City Council finds that the proposed rezoning meets the findings required by the Sedona Land Development Code (LDC) Section 8.6.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA AS FOLLOWS:

Section 1. Description and Rezoning

The subject property, as depicted in Exhibit A, consists of Yavapai County Assessor's Parcels 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088, containing approximately 6.3 acres, and is located between Saddlerock Circle and Elk Road south of W State Route 89A in Sedona, Arizona, a legal description and zoning map of which is attached as "Exhibit A" and incorporated by this reference.

The owner/applicant desires to rezone the property from its present designation of CO (Commercial) and RM-2 (Medium/High Density Multifamily Residential) to L (Lodging), allowing for a 100 room hotel and a 46 unit multi family development, upon completion of all conditions as set forth in Exhibit A, based on conformance with the requirements for approval of a zone change and consistency and conformance with the Community Plan, Soldiers Pass CFA Plan, and subject to all applicable ordinance requirements and based on the Planning and Zoning Commission and City Council's findings.

Section 2. Zoning Map

The zoning map of the City of Sedona is hereby amended to reflect this rezoning, and at least three (3) copies of the map shall be kept in the office of the City Clerk for public use and inspection.

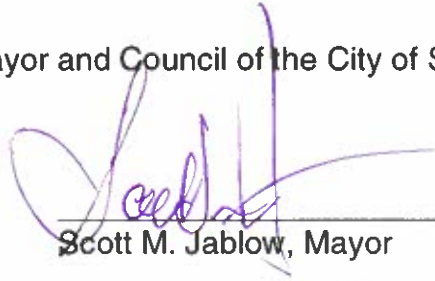
Section 3. Repeal

All ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Effective Date


This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 24th day of September, 2024.



Scott M. Jablow, Mayor

ATTEST:



JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:



Kurt W. Christianson, City Attorney

Exhibit A

PZ19-00005 (ZC) Development Agreement: The Village at Saddlerock Crossing Legal Description (Page 1 of 2)

APN 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012,
408-26-013, 408-26-014, 408-26-086A, 408-26-088

LEGAL DESCRIPTION

PARCEL 1:
A PARCEL OF GROUND LYING IN SECTION 12 AND 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE E-W-W 1/256 CORNER OF SECTION 12 AS MARKED BY A FOUND 1949 G.L.O. BRASS CAP MONUMENT FROM WHICH, A FOUND 1949 G.L.O. BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 12 LIES SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST (BASIS OF BEARINGS PER DOCUMENT RECORDED IN BOOK 1154 OF OFFICIAL RECORDS, PAGE 430 HEREAFTER REFERRED TO AS R1), A DISTANCE OF 4187.63 FEET;
THENCE SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST, 1610.87 FEET TO A POINT FOR THE CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 12 AS PERPETUATED FROM PREVIOUS SURVEYS;
THENCE CONTINUING SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST, 700.93 FEET (RECORD 70975 FEET PER R1 ALSO, 710.50 FEET RECORD PER DOCUMENT RECORDED IN BOOK 587 OF OFFICIAL RECORDS, PAGE 52 HEREAFTER REFERRED TO AS R2) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "LS 5541" AT THE TRUE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, 40.34 FEET (RECORD NORTH 00 DEGREES, 14 MINUTES, 01 SECONDS EAST 40.46 FEET PER R1) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "MINOUS RLS 5541" AT A POINT OF CURVATURE;
THENCE THROUGH A CENTRAL ANGLE OF 18 DEGREES, 57 MINUTES, 36 SECONDS ALONG AN ARC LENGTH OF 92.30 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 311.81 FEET, THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES, 03 MINUTES, 40 SECONDS EAST, 61.98 FEET, (RECORD LENGTH 91.91 FEET, RADIUS OF 311.81 FEET, CENTRAL ANGLE 18 DEGREES, 53 MINUTES, 17 SECONDS PER R1) TO A FOUND 1/2 INCH REBAR AT A POINT OF REVERSE CURVATURE;
THENCE THROUGH A CENTRAL ANGLE OF 13 DEGREES, 30 MINUTES, 14 SECONDS ALONG AN ARC LENGTH OF 105.05 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 443.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES, 58 MINUTES, 20 SECONDS EAST, 104.81 FEET (RECORD LENGTH 105.45 FEET, RADIUS OF 443.72 FEET, CENTRAL ANGLE 13 DEGREES, 30 MINUTES, 14 SECONDS PER R1) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "KING'S RLS 5541" FROM WHICH, A FOUND 1/2 INCH REBAR, NO TAG OR CAP, LIES NORTH 77 DEGREES, 44 MINUTES, 09 SECONDS EAST 0.72 FEET;
THENCE NORTH 03 DEGREES, 33 MINUTES, 55 SECONDS EAST, 129.02 FEET (RECORD NORTH 03 DEGREES, 34 MINUTES, 01 SECONDS EAST, 129.12 FEET PER R1) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015" ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 89A FROM WHICH, A FOUND 1/2 INCH REBAR WITH CAP STAMPED "LANDMARK LS 14184" LIES NORTH 81 DEGREES, 18 MINUTES, 28 SECONDS WEST (RECORD NORTH 81 DEGREES, 18 MINUTES, 49 SECONDS WEST PER R1) A DISTANCE OF 364.79 FEET;
THENCE SOUTH 81 DEGREES, 18 MINUTES, 28 SECONDS EAST, 200.84 FEET (RECORD SOUTH 81 DEGREES, 10 MINUTES, 49 SECONDS EAST, 200.84 FEET PER R1) TO A FOUND A.O.D.T. ALUMINUM CAP IN CONCRETE AT STATION 1053+00;
*THENCE SOUTH 81 DEGREES, 19 MINUTES, 46 SECONDS EAST, 3.28 FEET (RECORD SOUTH 81 DEGREES, 48 MINUTES, 06 SECONDS EAST PER R2 3.35 FEET PER RESULTS OF SURVEY PLAT PREPARED BY JOE JONES, RLS, JOB NO. 88-53) TO A FOUND 1 INCH IRON PIPE;
THENCE SOUTH 03 DEGREES, 32 MINUTES, 22 SECONDS WEST, 156.61 FEET (RECORD SOUTH 03 DEGREES, 34 MINUTES, 01 SECONDS WEST 150.50 FEET PER R1) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015";
THENCE SOUTH 81 DEGREES, 18 MINUTES, 28 SECONDS EAST, 131.05 FEET (RECORD SOUTH 81 DEGREES, 48 MINUTES, 06 SECONDS EAST, PER R2 AND 129.90 FEET PER DOCUMENT RECORDED IN BOOK 1239 OF OFFICIAL RECORDS, PAGE 545 HEREAFTER REFERRED TO AS R3) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015" FROM WHICH A FOUND 3/4 INCH IRON PIPE LIES NORTH 00 DEGREES, 13 MINUTES, 22 SECONDS EAST, 151.70 FEET (RECORD 151.50 FEET PER R3);
*THENCE SOUTH 00 DEGREES, 13 MINUTES, 22 SECONDS WEST, 20.62 FEET (RECORD SOUTH 20.90 FEET PER RESULTS OF SURVEY PREPARED BY LEROY CABERAL, P.E. SCALED ON JULY 19, 1971);
THENCE SOUTH 00 DEGREES, 23 MINUTES, 18 SECONDS WEST, 94.54 FEET (RECORD SOUTH 34.91 FEET PER R2) TO A FOUND 1/2 INCH REBAR;
THENCE SOUTH 00 DEGREES, 19 MINUTES, 53 SECONDS WEST, 189.80 FEET (RECORD SOUTH 189.70 FEET PER R2) TO A FOUND 1/2 INCH REBAR FROM WHICH, A FOUND 1/2 INCH REBAR WITH CAP STAMPED "LS 2020" LIES NORTH 01 DEGREES, 56 MINUTES, 28 SECONDS EAST 3.50 FEET;
THENCE NORTH 89 DEGREES, 08 MINUTES, 17 SECONDS WEST, 139.66 FEET (RECORD NORTH 9 DEGREES, 58 MINUTES, 06 SECONDS WEST 140.30 FEET PER R2) TO A FOUND 1/2 INCH REBAR;
THENCE NORTH 89 DEGREES, 33 MINUTES, 49 SECONDS WEST, 217.93 FEET (RECORD NORTH 89 DEGREES, 43 MINUTES, 58 SECONDS WEST 218.34 FEET PER R1) TO A FOUND 1/2 INCH REBAR;
THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, 88.10 FEET (RECORD NORTH 00 DEGREES, 14 MINUTES, 01 SECONDS EAST 88.10 FEET PER R1) TO THE TRUE POINT OF BEGINNING
(AFFECTS PARCELS 408-26-014, 408-26-013, 408-26-086A AND 408-26-010)
THE SURVEYOR BELIEVES THE CALLS MARKED WITH AN "" ARE REFERENCE CALLS AND NOT LINES ALONG THE PROPERTY BOUNDARY.

PARCEL 2:
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHERLY 60 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89-A, THAT LIES NORTH 60°03 EAST, 754.9 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12;
THENCE SOUTH 81°48 EAST, 220.1 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;
THENCE SOUTH 81°48 EAST, 100.0 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE SOUTH, 131.9 FEET;
THENCE NORTH 81°48 WEST, 108.0 FEET;
THENCE NORTH 1°20 EAST, 150.5 FEET TO THE POINT OF BEGINNING
(AFFECTS 408-26-012-8)

PARCEL 3:
A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHERLY 60 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89-A, THAT LIES NORTH 60°03 EAST, 754.9 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12;
THENCE SOUTH 81°48 EAST, 390.1 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;
THENCE SOUTH 81°48 EAST, 21.9 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE SOUTH, 131.9 FEET;
THENCE NORTH 81°48 WEST, 21.9 FEET;
THENCE NORTH, 151.5 FEET TO THE POINT OF BEGINNING
(AFFECTS 408-26-011-3)

Exhibit A

PZ19-00005 (ZC) Development Agreement: The Village at Saddlerock Crossing

Legal Description (Page 2 of 2)

APN 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012,
408-26-013, 408-26-014, 408-26-086A, 408-26-088

LEGAL DESCRIPTION(CONT'D)

PARCEL 4:
ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES WITHIN SECTION 12,
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A
DISTANCE OF 1,239.19 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 71.69 FEET TO A 1/2 INCH REBAR WITH A
CAP MARKED LS#19853 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 1/2 INCH
REBAR;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 270.28 FEET TO A 3/4 INCH PIPE,
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 300.29 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 270.28 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 400.29 FEET TO THE TRUE POINT OF
BEGINNING.
EXCEPT THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12,
THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER,
1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.69 FEET TO A 1/2 INCH REBAR WITH CAP
MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN
PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.58 FEET TO THE SOUTH RIGHT-OF-WAY
OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS 19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.37 FEET TO A POINT ON SAID SOUTHERLY
RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS# 19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT
OF BEGINNING.
ALSO EXCEPT ANY PORTION LYING WITHIN U.S. HIGHWAY 89A.
(AFFECTS 408-26-009C AND 408-26-009A)

PARCEL 5:
ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES WITHIN SECTION 12,
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A
DISTANCE OF 1,239.19 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 71.69 FEET TO A 1/2 INCH REBAR WITH A
CAP MARKED LS#19853 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 1/2 INCH
REBAR;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 270.28 FEET TO A 3/4 INCH PIPE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 300.29 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 270.28 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 400.29 FEET TO THE TRUE POINT OF
BEGINNING.
EXCEPT THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12,
THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER,
1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.69 FEET TO A 1/2 INCH REBAR WITH CAP
MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN
PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.58 FEET TO THE SOUTH RIGHT-OF-WAY
OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS 19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.37 FEET TO A POINT ON SAID SOUTHERLY
RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS# 19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT
OF BEGINNING.
ALSO EXCEPT ANY PORTION LYING WITHIN U.S. HIGHWAY 89A.
(AFFECTS 408-26-008 AND 408-26-004B)

PARCEL 6:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12,
THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER,
1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.69 FEET TO A 1/2 INCH REBAR WITH CAP
MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN
PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.58 FEET TO THE SOUTH RIGHT-OF-WAY
OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS# 19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.37 FEET TO A POINT ON SAID SOUTHERLY
RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS# 19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT
OF BEGINNING.
EXCEPT THEREFROM ANY PORTION LYING WITHIN U.S. HIGHWAY 89A
(AFFECTS 408-26-004C-@)

WHEN RECORDED RETURN TO:

City Clerk
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made as of the 24th day of September, 2024, by and between the CITY OF SEDONA, ARIZONA, an Arizona municipal corporation (the "**City**") and BANEY CORPORATION, an Oregon domestic business corporation (the "**Owner**"). The City and the Owner are sometimes referred to in this Agreement collectively as the "**Parties**," or individually as a "**Party**."

RECITALS

A. BANEY CORPORATION (the "**Owner**") owns that certain real property located south of the intersection of State Route 89A and Soldiers Pass Road in Sedona, Arizona, which consists of approximately 6.36 acres and is more particularly described on Exhibit A (the "**Property**").

B. It is the desire and current intention of the Owner to improve and develop the Property by constructing certain improvements consisting of a hotel with 100 lodging units, a restaurant, and a rooftop lounge (the "**Hotel**") and 46 multi-family apartment units as contemplated in Sedona case number PZ19-00005 (ZC, DEV) (the "**Project**").

C. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, designating forty-six (46) residential units for affordable rental housing, and other matters relating to the development of the Property as depicted in the preliminary site plan for the Project (the "**Site Plan**"), a copy of which is attached as Exhibit B and incorporated by reference in this Agreement.

E. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and the Owner believes that the development of the Property pursuant to this Agreement would be beneficial and advantageous to the Owner.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and representations and the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Definitions.**

In this Agreement, unless a different meaning clearly appears from the context:

1.1 **"Agreement"** means this Agreement, as amended and restated or supplemented in writing from time to time, and includes all attached exhibits and schedules. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth in Paragraphs A through E, inclusive, are incorporated by reference and form a part of this Agreement but are not intended to expand the scope, number or nature of the City's or Owner's obligations beyond those expressly set forth in the numbered Sections of this Agreement.

1.2 **"Applicable Laws"** means as defined in Section 8.1.

1.3 **"Application"** means as defined in Section 3.

1.4 **"Approvals"** means all approvals, consents and permits necessary pursuant to Applicable Laws and encumbrances recorded against the Property for the development of the Project.

1.5 **"City"** means the Party designated as City on the first page of this Agreement.

1.6 **"City Representative"** means as defined in Section 13.1.

1.7 **"Default" or "Event of Default"** means one or more of the events described in Section 12.1 or 12.2; provided, however, that such events shall not give rise to any remedy until effect has been given to all grace periods and cure periods provided in Section 12.3 and/or periods of Force Majeure provided for in Section 12.6 and that in any event the available remedies shall be limited to those set forth in Section 12.4.

1.8 **"Owner Representative"** means as defined in Section 13.1.

1.9 **"Effective Date"** means the date first set forth above as of which this Agreement has been adopted and approved by the City Council and executed by duly authorized representatives of the City and the Owner.

1.10 **"Force Majeure"** means as defined in Section 12.6.

1.11 **"Lender" or "Lenders"** means as defined in Section 14.21.

1.12 **"Party" or "Parties"** means as designated on the first page of this Agreement.

1.13 **"Project"** means as defined in Recital B.

- 1.14 "Property" means as defined in Recital A.
- 1.15 "Term" shall mean ten (10) years from the Effective Date.
- 1.16 "Third Party" means any person other than a Party.

2. **Recitals.** The recitals above, A through F are incorporated into this Agreement.

3. **Zone Change and Development Review Application.** The Owner has submitted an application for a zone change to rezone the Property from Commercial (CO) and Medium-High Density Multifamily (RM-2) to Lodging (L) in accordance with the Site Plan in Zoning and Development Review case PZ19-00005 (ZC, DEV) (the "Application"). The Owner and the City shall work together using reasonable efforts throughout the development stages to resolve any City comments regarding implementation of the Applications. Subject to Applicable Laws, the City and the Owner will cooperate reasonably in processing the approval or issuance of any permits, plans, specifications, plats or other development approvals requested by the Owner in connection with development of the Project. All decisions by the City regarding Owner's compliance with this Development Agreement and the Applications shall be made by the City Representative (as designated in Section 13.1).

4. **Development Standards.** Unless otherwise modified by this Agreement, the development of the Property shall be governed by the Development Plan and adopted Conditions of Approval for the property approved under PZ19-00005 (ZC, DEV); City's ordinances, rules, guidelines, and policies controlling permitted uses of the Property; the density and intensity of uses, the maximum height and size of the buildings within the Property; as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement as well as any Rezoning Conditions and requirements set forth in this Agreement.

5. **Project Description.** The Project contemplated by this Agreement shall consist of a 100-guestroom hotel (the "Hotel") and a 46-unit multi-family housing development (the "Apartments") as set forth in the Site Plan. The multi-family housing development will consist of twenty-four (24) studio units, sixteen (16) one-bedroom units and six (6) two-bedroom units. All rental units will be permanently affordable and subject to the Housing Plan, attached as **Exhibit C** and incorporated by reference in this Agreement, and to the Workforce Housing requirements of Section 6.3. The Owner may request subsequent amendments to the Site Plan in accordance with the Sedona Land Development Code ("LDC").

6. **Covenants of Owner.** Owner agrees as follows:

6.1 **Sustainability Commitments.**

a. **Green Hotel Measures:** As part of the Project, the Owner has identified several "Green Hotel Measures" that will be incorporated into the Hotel to enhance the long-term environmental sustainability of the Project. Consequently, the following items shall be incorporated into the development and operations of the Hotel:

- i. In-room recycling program.

- ii. Recycling receptacles in public areas and back-office areas.
 - iii. Composting of food waste.
 - iv. Low-flow bathroom fixtures in Hotel guest rooms and common areas.
 - v. Dual-flushing toilets in Hotel guest rooms.
 - vi. Energy Star appliances throughout the Hotel.
 - vii. Thermostat occupancy sensors in guest rooms.
 - viii. Automatic light sensors in Hotel guest rooms, bathrooms, and hallways.
 - ix. LED lighting for all ceiling and wall fixtures.
 - x. Five (5) tankless filtered water coolers and water bottle fill stations.
 - xi. Non-chemical-based Ozone cleaning system.
 - xii. Saline-based pool and spa sanitation system.
 - xiii. Bulk soap amenities in Hotel guest room showers.
 - xiv. Cold water hotel laundry system.
 - xv. Prohibition of single-use plastic water bottles at Hotel.
- b. APS Green Choice: The Owner shall enroll in Arizona Public Service's ("APS") Green Choice program or an equivalent renewable energy program offered/available once the Project is completed and operational.
- c. Construction Materials Management: The Owner and its general contractor shall utilize a Construction and Demolition Waste Management Plan to identify different types of construction waste, collection locations on site, disposal methods, handling procedures, and recycling/disposal location(s). This plan will be provided to the City of Sedona prior to the commencement of construction.
- d. LEED Standard: The Project shall be constructed to meet the U.S. Green Building Council's LEED Silver performance standard for Building Design and Construction (BD+C). LEED certifications is not required.
- e. Solar Energy: The Project shall incorporate photovoltaic solar panels on the parking structure shade canopies as illustrated on the Site Plan attached as Exhibit B. The East Wing, North Wing, and West Wing of the Hotel, Multi-Family North, and Multi-Family South shall be constructed "solar ready" with the necessary conduit, junction boxes, and support structures to support the potential future installation of photovoltaic solar panels.
- f. Permeable Paving. The Project shall use permeable paving surfaces on all internal walkways for the Hotel and the Apartments.

- g. Electric Vehicle Charging. The Project shall install a total of ten (10) Level 2 electric vehicle charging stations as indicated on the Site Plan attached as Exhibit B. Additionally, the Project shall provide an additional twenty (20) “EV ready” parking spaces incorporating conduit and junction boxes for future electric vehicle charging stations.
- h. Leak Detection: Leak detection devices shall be installed on the primary water supply lines for the Hotel and Apartments within the Project.

6.2 Parking. The Project utilizes a shared parking model due to the overlap of several related land uses that will occur on the Property, particularly the Hotel’s meeting space, restaurant, and rooftop lounge. Parking for these areas will be managed as follows:

- a. Restaurant and Rooftop Lounge: A minimum fifty percent (50%) of the seating capacity for both the ground-floor restaurant and rooftop lounge as identified on the Site Plan shall be reserved for registered guests of the Hotel at all times. The remaining seating capacity for both the ground floor restaurant and rooftop lounge shall be available to the general public by reservation only. The Hotel shall not accept walk-in guests for the restaurant or rooftop lounge who are not registered guests of the Hotel. Reservations shall be managed by the Hotel’s digital point-of-sale reservation system.

For the purposes of Section 6.2(a), the owners of lots in the Saddlerock Homes subdivision, as recorded in Book 20, Page 58 of the Yavapai County Recorder’s Office and the owners of Yavapai Assessor Parcel Numbers 408-26-008 and 408-26-007 (collectively “Saddlerock Residents”), and residents of the Apartments, shall be treated the same as registered guests of the Hotel. Upon demonstrating proof of ownership to the Hotel, Saddlerock Residents and residents of the Apartments shall be permitted as walk-in guests at both the ground floor restaurant and rooftop lounge so long as seating capacity is available.

- b. Hotel Meeting Space: The meeting space in the basement level of the Hotel as identified in the Site Plan (the “Meeting Space”) shall be used only by registered guests of the Hotel. The Meeting Space shall not be leased or rented out to the general public.
- c. Parking Survey: The Owner shall conduct a parking demand survey no earlier than twelve (12) months after a final certificate of occupancy has been issued for the Project. The survey shall count the number of vacant parking spaces on the Property during the afternoon peak traffic hour for a period of fourteen (14) consecutive days (the “Parking Survey”). The Survey shall be submitted to the City for

review no later than eighteen (18) months after a final certificate of occupancy has been issued for the Project .

- d. Remedies: If, during the Parking Survey, there are more than two (2) days in which there are no available parking spaces on the Property at the time of the survey count, the Parties shall proceed with the following steps:
- i. The Owner shall be provided with a 180-day period to cure the parking deficiency. During this period, the Owner may pursue mitigation measures including, but not limited to:
 1. Expansion of mandatory valet services
 2. Off-site parking agreement(s)
 3. Hiring a designated parking manager
 4. Expansion of shuttle services to include transportation of general public guests with reservations at the restaurant and rooftop lounge
 - ii. At the end of the 180-day cure period, the Owner shall conduct a Parking Survey using the criteria identified in Section 6.2c. and submit it to the City for review (the "Second Parking Survey").
 - iii. If, during the Second Parking Survey, there are more than (2) days in which there are no parking spaces available on the Property at the time of the survey count, the Owner shall immediately reserve seventy-five percent (75%) of Hotel restaurant and rooftop lounge seating capacity for registered Hotel guests at all times (the "Intermediate Restriction").
 - iv. Ninety (90) days after the Intermediate Restriction is instituted, the Owner shall conduct a Parking Survey using the criteria identified in Section 6.2c. and submit it to the City for review (the "Third Parking Survey").
 - v. If, during the Third Parking Survey, there are more than (2) days in which there are no parking spaces available on the Property at the time of the Parking Survey count, the Owner shall immediately reserve one hundred percent (100%) of Hotel restaurant and rooftop lounge seating capacity for registered Hotel guests at all times (the "Final Restriction").
- e. Reversion: The Owner may continue to pursue parking mitigation measures at any point in the Remedies process outlined in Section

6.2d. If the Owner demonstrates, to the satisfaction of the City Representative, that adequate parking capacity exists to support the desired percentage of public seating capacity in the Hotel restaurant and rooftop lounge, the City Representative may modify the percentage of seating capacity reserved for registered Hotel guests accordingly.

- f. Apartments: Parking for tenants of the Apartments shall be reserved parking only. Tenants shall be limited to a maximum of one space/vehicle per studio unit or one-bedroom unit and a maximum of two spaces/vehicles per two-bedroom unit.

6.3 Workforce Housing. Owner agrees to provide a workforce housing contribution of one hundred percent (100%) of the forty-six (46) residential units proposed for the Apartments. Owner shall provide for the long-term management of the Apartments at the following U.S. Department of Housing and Urban Development (HUD) Yavapai County Area Median Income (“AMI”) levels, as defined by HUD, or its successors:

Table 6.3

	Studio	1 Bedroom	2 Bedroom
80% AMI Rent	12 Units	8 Units	N/A
100% AMI Rent	12 Units	8 Units	3 Units
120% AMI Rent	N/A	N/A	3 Units

Owner agrees to maintain the Apartments at the income and rent levels identified in Table 6.3 for fifty (50) years after the units are placed into service or for as long as the Property is used for any hotel or lodging use. Owner will comply with the affordable housing requirements set forth in the Housing Plan attached as Exhibit C. The Housing Plan may be modified only with the express written consent of the City Representative.

Owner’s property manager shall not discriminate against an applicant’s source of income and will accept HUD Housing Choice Vouchers and Veterans Affairs Supportive Housing (“VASH”) Vouchers. No limits will be set on the number of vouchers accepted at the Project. Standards for applicant income shall be waived for voucher holders, as the rent affordability is reviewed and determined by the Sedona Community Development Department.

The provisions of **Section 6.3** shall survive the termination of this Agreement.

6.4 Lease Terms. Lease agreements for the Apartments shall include the following terms and conditions:

- a. The minimum lease term shall be ninety (90) days.
- b. A prospective tenant assuming an existing lease/subletting from an existing tenant shall be subject to the same qualifications and tenant screening requirements as outlined in the Housing Plan attached as

Exhibit C. All lease assumptions, subleases, or sublets shall not be for less than the remaining term of the lease or 30 days, whichever is greater.

- c. Tenants and guests of tenants shall not park in the Saddlerock Homes neighborhood.
- d. Tenant(s) must keep the balcony or patio free from garbage and debris. No personal property may be kept or stored on the balcony or patio, including barbeque grills. Only outdoor furniture is permitted on the balcony or patio. Nothing may be hung on or from the balcony or patio, including but not limited to clothing, towels, rugs, flags, and banners.
- e. Tenants and guests of tenants agree to abide by the quiet hours restrictions as identified in Section 6.5 of this Agreement.
- f. No amplified music/audio source is permitted on balconies or patios at any time.
- g. Except for service animals or approved support animals for persons with disabilities, no dogs are permitted (even temporarily) in or about the Apartments.

6.5 Quiet Hours. Quiet hours will be observed from 9:00 pm to 8:00 am daily at both the Hotel and the Apartments, and shall be in effect 7 days a week, 365 days a year. During these times, guests and tenants shall not:

- a. Operate stereos, radios, televisions, and musical instruments in a manner that disturbs other tenants or neighbors
- b. Create or allow any noise or activity that disturbs other guests, tenants, or neighbors.
- c. Allow loud talking or other noise emanating from the unit that can be heard outside of the unit or guest room.

6.6 Deliveries and Trash Pickup. Deliveries and trash pickup for the Project shall occur no earlier than 7:00 am and no later than 9:00 pm.

6.7 Cut-Through Traffic Mitigation. The Owner shall install a “No Left Turn – Neighborhood Residents Only” sign at the Saddlerock Circle exit, and a “No Right Turn – Not a Through Street” sign at the Elk Road exit.

6.8 Historical Society Contribution. The Owner will provide the Sedona Historical Society and Sedona Heritage Museum with a one-time contribution of twenty-five thousand dollars (\$25,000.00) for future improvements to Cook’s Cemetery. The contribution

shall be provided no later than six (6) months after the Application is approved by the Sedona City Council.

6.9 Land Division/Subdivision or Condominium Conversion. The Owner agrees to combine all properties as shown on the development plans and that no further subdivision or splits of the property or a condominium conversion to divide the property into separate ownership units shall be permitted.

6.10 Good Neighbor Policy. Owner agrees to abide by the provisions of the Good Neighbor Policy, as amended from time to time, incorporated by this reference, and attached as Exhibit D.

6.11 The provisions and covenants of Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.9, and 6.10 shall survive the rescission, cancellation, expiration, or termination of this Agreement and shall remain in effect for a minimum of fifty (50) years or as long as a hotel is in operation on the Property, whichever is longer.

7. Covenants of City.

7.1 Rezoning Approval. Development of the Property shall be deemed “vested” when the Development Agreement is approved, executed, and recorded; all other Conditions of Approval are met; and construction of the Project as approved under PZ19-00005 (DEV) is complete. If the applicant does not complete construction of the Project, the City may initiate proceedings to revoke the zoning, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g.2 and applicable State statutes. City shall not initiate any amendments to the approved Applications.

No Further Legislative Action. The City agrees that no further legislative action by the City shall be required for the Owner and/or its successors and assigns to develop the Project in accordance with the Lodging rezone application. This Development Agreement is conditioned upon the successful rezoning of the Property to Lodging.

7.2 Plan Review for Project. The City shall review plans for private development within the Property, including new and renovated buildings, in accordance with the established time frames for review of building permits. Approval of such plans shall be granted or withheld on the basis of the most current standards and requirements.

7.3 No Other Dedications or Exactions. Except as expressly set forth herein or in Sedona City Code or Land Development Code (including Development Impact Fees, Wastewater Capacity Fee, Building Permit and Inspection Fees) (or on final Application documents), the City shall not require any other dedications or exactions in connection with the development of the Project in accordance with the Application approvals. Without limiting the generality of the foregoing, the Project shall not be included in any special improvement district or community facilities district, or similar special taxing district without the Owner’s consent.

8. **Development Regulation.**

8.1 **Applicable Laws.** During the term of this Agreement, the City agrees that, in order to allow Owner and its successors and assigns to rely upon the continued validity of the provisions of the City's Land Development Code in effect upon the date of this Agreement regulating the development of the Property, Owner has the right to develop the Property in accordance with the approved application.

9. **Indemnity; Risk of Loss.**

9.1 **Indemnity by the Owner.** To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the "City"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which the City may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Owner, its officers, employees, agents or any tier of subcontractor in connection with Owner's performance of its obligations under this Agreement. In consideration of the award of this Agreement, Owner agrees to waive all rights of subrogation against the City for losses arising from Owner's performance of its obligations under this Agreement. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of the indemnity in this Section. This indemnification survives the expiration or termination of this Agreement.

9.2 **Indemnity by the City.** The City shall indemnify, defend, and hold harmless the Owner and its officers, members and employees for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which the Owner may become subject, under any theory of liability whatsoever to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of which the City is solely responsible, its council members, officers, boards, commissions, officials, employees, or agents thereof in connection with the City's performance of its obligations under this Agreement. This indemnification survives the expiration or termination of this Agreement.

10. **City Representations.** The City represents and warrants to the Owner that:

10.1 The City's execution and delivery of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Sedona City Code.

10.2 All consents and approvals necessary to the execution and delivery of this Agreement by the City have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

10.3 The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to evidence and implement this Agreement.

10.4 The execution and delivery of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the City is a party or is otherwise subject.

10.5 The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11. **Owner Representations.** The Owner represents and warrants to the City that:

11.1 The Owner has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Owner has been duly authorized and agreed to in compliance with the organizational documents of Owner.

11.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

11.3 The Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

11.4 As of the Effective Date, the Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting the Owner, which could have a material adverse effect on the Owner's performance under this Agreement that has not been disclosed in writing to the City.

11.5 This Agreement (and each undertaking of the Owner contained herein) constitutes a valid, binding and enforceable obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owner will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provision of this Agreement or the authority of the Owner or the City to enter into or perform any provision under this Agreement and shall indemnify the City against any cost, expense, liability or judgment (including attorney's fees, court costs and expert witnesses) incurred by the City in connection with any such litigation or proceeding. The severability and reformation provisions of Section 14.2 shall apply in the event of any successful challenge to this Agreement.

11.6 The execution, delivery and performance of this Agreement by the Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owner is a party or to which the Owner is otherwise subject.

11.7 The Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

11.8 The Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

12. **Default and Remedies.**

12.1 **Events of Default by the Owner.** Default or an Event of Default by the Owner under this Agreement shall mean one or more of the following:

- a. Any representation or warranty made in this Agreement by the Owner was materially inaccurate when made or shall prove to be materially inaccurate during the Term;
- b. The Owner fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

12.2 **Events of Default by the City.** Default or an Event of Default by the City under this Agreement shall mean one or more of the following:

- a. Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate during the Term;
- b. The City fails to observe or perform any other material covenant, obligation or agreement required of it under this Agreement.

12.3 **Grace Periods; Notice and Cure.** Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days (or twenty (20) days in the event of a monetary default) after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within thirty (30) days shall be commenced within such period and diligently pursued to completion.

12.4 **Remedies on Default.** Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 12.3 of this Agreement, the non-defaulting Party has all remedies available at law or equity.

12.5 **Delays; Waivers.** Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the non-defaulting Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

12.6 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, fire, communication line failures, power failures, or earthquakes.

12.7 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

13. Cooperation and Alternative Dispute Resolution.

13.1 Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and the Owner each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Owner. The initial representative for the City shall be its Director of Community Development as designated by the City Manager from time to time (the "**City Representative**") and the initial representative for the Owner shall be its Project Manager, as identified by the Owner from time to time (the "**Owner Representative**"). The City and the Owner Representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.

13.2 Impasse. If at any time the Owner believes an impasse has been reached with the City staff on any issue affecting the Property which is not an Event of Default, the Owner shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section 13.2. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give the Owner a final administrative decision within seven (7) days after the Owner's request for an expedited decision. Both the City and the Owner agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.

14. Miscellaneous Provisions.

14.1 Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yavapai (or, as may be appropriate, in the Justice Courts of Yavapai County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section 14.1.

14.2 WAIVER OF JURY TRIAL. THE CITY AND OWNER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION,

PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT.

14.3 Limited Severability. In the event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation or City code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.

14.4 Construction. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each Party hereby waives the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

14.5 Notices.

- a. Addresses. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section 14.4(a), or by telecopy facsimile machine, or by any nationally recognized express or overnight delivery service (e.g. FedEx or UPS), delivery charges prepaid:

To the City: City Manager
 City of Sedona
 102 Roadrunner Drive
 Sedona, AZ 86336

To the Owner: Curt Baney
 Baney Corporation
 475 NE Bellevue Dr S210
 Bend, OR 97701

With Copies To: City Attorney
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336

Withey Morris Baugh, PLC
2525 E. Arizona Biltmore Cir. Ste. A-212
Phoenix, AZ 85016
Attn: Benjamin Tate

- b. Effective Date of Notices. Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service. Any notice personally delivered or delivered through a same-day delivery/courier service shall be deemed effective upon its receipt or refusal to accept receipt by the addressee. Any notice sent by telecopy facsimile machine shall be deemed effective upon confirmation of the successful transmission by the sender's telecopy facsimile machine. Any Party may designate a different person or entity or change the place to which any notice shall be given as provided in this Section 14.4.

14.6 Development Rights. Except as otherwise permitted pursuant to Arizona Revised Statutes Section 9-462.01(E), the City agrees that, without limiting any other deemed or vested development rights, for a period of two (2) years from the effective date of this Agreement, the Owner and its successors and assigns shall be deemed to have the right to develop the Property in accordance with the approved application (the "Development Period"). If the Owner obtains a time extension for the approved application from the City pursuant to Section 8.3(H) of the LDC, the Development Period shall be automatically extended consistent with the terms of the time extension.

14.7 Time of Essence. Time is of the essence of this Agreement and each of its provisions.

14.8 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

14.9 Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party in any such dispute may be entitled to reimbursement of its reasonable attorney's fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs

of the parties and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute, upon Order by a court of competent jurisdiction.

14.10 Waiver. Without limiting the provisions of Section 14.5, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

14.11 Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees, assignees, or Lenders under Section 14.21 to the extent that they assume or succeed to the rights and/or obligations of the Owner under this Agreement, and except that the indemnified persons referred to in the indemnification provisions of this Agreement shall be third party beneficiaries of such indemnification provisions.

14.12 Exhibits. Without limiting the provisions of Section 14.12, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

14.13 Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

14.14 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations under this Agreement at any time during its Term.

14.15 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

14.16 Consents and Approvals. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

14.17 Covenants Running With Land; Inurement; Assignment. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns. Owner may assign all of its rights, obligations and benefits under this Agreement to another party pursuant to written agreement with assignee; provided that Owner shall provide the City written notice of such assignment.

14.18 Recordation. Within ten (10) days after this Agreement has been approved by the City and executed by the Parties, the City shall cause this Agreement or a Memorandum of this Agreement to be recorded in the Official Records of Yavapai County, Arizona.

14.19 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the City and the Owner. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yavapai County, Arizona.

14.20 Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

14.21 Survival. In addition to the Sections identified in Section 6.10, as surviving the termination of this Agreement, the indemnifications provisions of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

14.22 Nonliability of City Officials. No City Council member, official, representative, agent, attorney or employee of the City shall be personally liable to the Owner, or to any successor in interest to the Owner, in the event of any Default or breach by the City or for any amount which may become due to the Owner or its successors, or with respect to any obligation of the City under the terms of this Agreement.

14.23 Conflict of Interest Statute. This Agreement is subject to, and may be terminated by the City in accordance with, the provisions of A.R.S. §38-511.

14.24 Expiration of this Agreement. This Agreement shall expire at the end of the Term or as otherwise provided in this Agreement.

14.25 Compliance with Law. Should a court of competent jurisdiction or any administrative agency with oversight authority determine that any part of this Agreement is

contrary to established Federal, State and City laws applicable to the respective responsibilities of the Parties as described herein, this Agreement, and any part thereto that is in conflict with said laws, shall be modified upon mutual agreement of the Parties in order to bring the Agreement into full legal compliance.

14.26 No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

[Signatures on Following Pages]

OWNER

BANEY CORPORATION, an Oregon domestic
business corporation

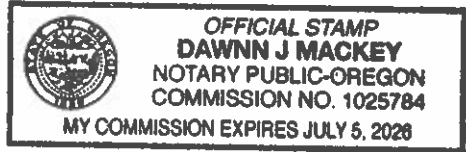
By: Curt Baney
Name: Curt Baney
Title: Pres

STATE OF Oregon)
County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 2024,
by Curt Baney, as president of Baney Corp., a(n) Oregon Corp.
_____, on behalf of the Company.

Dawn J Mackey
Notary Public

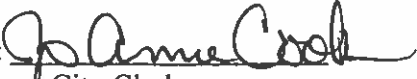
My Commission Expires:
7/5/26



CITY OF SEDONA, an Arizona municipal corporation

By: 
11-6-21, Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

Exhibit A

PZ19-00005 (ZC): The Village at Saddlerock Crossing Legal Description, Zoning Map, and Conditions of Approval

APN 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012,
408-26-013, 408-26-014, 408-26-086A, 408-26-088

Zone Change Request:

CO (Commercial) and RM-2 (Medium/High Density Multifamily Residential) to L (Lodging)

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF GROUND LYING IN SECTION 12 AND 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE E-W 1/256 CORNER OF SECTION 12 AS MARKED BY A FOUND 1949 G.L.O. BRASS CAP MONUMENT FROM WHICH, A FOUND 1949 G.L.O. BRASS CAP MONUMENT AT THE SOUTHEAST CORNER OF SECTION 12 LIES SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST (BASIS OF BEARINGS PER DOCUMENT RECORDED IN BOOK 1154 OF OFFICIAL RECORDS, PAGE 430 HEREAFTER REFERRED TO AS R1), A DISTANCE OF 4187.63 FEET;
THENCE SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST, 1610.87 FEET TO A POINT FOR THE CALCULATED POSITION OF THE SOUTH QUARTER CORNER OF SECTION 12 AS PERPETUATED FROM PREVIOUS SURVEYS;
THENCE CONTINUING SOUTH 89 DEGREES, 44 MINUTES, 58 SECONDS EAST, 708.93 FEET (RECORD 709.75 FEET PER R1 ALSO, 710.50 FEET RECORD PER DOCUMENT RECORDED IN BOOK 587 OF OFFICIAL RECORDS, PAGE 52 HEREAFTER REFERRED TO AS R2) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "LS 5541" AT THE TRUE POINT OF BEGINNING.
THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, 40.34 FEET (RECORD NORTH 00 DEGREES, 14 MINUTES, 01 SECONDS EAST 40.46 FEET PER R1) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "WINGUS RLS 5541" AT A POINT OF CURVATURE.
THENCE THROUGH A CENTRAL ANGLE OF 16 DEGREES, 57 MINUTES, 38 SECONDS ALONG AN ARC LENGTH OF 92.30 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 311.81 FEET, THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES, 03 MINUTES, 40 SECONDS EAST, 91.96 FEET, (RECORD LENGTH 91.91 FEET, RADIUS OF 311.81 FEET, CENTRAL ANGLE 16 DEGREES, 53 MINUTES, 17 SECONDS PER R1) TO A FOUND 1/2 INCH REBAR AT A POINT OF REVERSE CURVATURE.
THENCE THROUGH A CENTRAL ANGLE OF 13 DEGREES, 30 MINUTES, 14 SECONDS ALONG AN ARC LENGTH OF 105.05 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 445.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 09 DEGREES, 58 MINUTES, 20 SECONDS EAST, 104.81 FEET (RECORD LENGTH 105.45 FEET, RADIUS OF 445.72 FEET, CENTRAL ANGLE 13 DEGREES, 30 MINUTES, 14 SECONDS PER R1) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "WINGUS RLS 5541" FROM WHICH, A FOUND 1/2 INCH REBAR, NO TAG OR CAP, LIES NORTH 77 DEGREES, 44 MINUTES, 08 SECONDS EAST 0.72 FEET;
THENCE NORTH 03 DEGREES, 33 MINUTES, 58 SECONDS EAST, 129.02 FEET (RECORD NORTH 03 DEGREES, 34 MINUTES, 01 SECONDS EAST, 129.12 FEET PER R1) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015" ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 89A FROM WHICH, A FOUND 1/2 INCH REBAR WITH CAP STAMPED "LANDMARK LS 14184" LIES NORTH 81 DEGREES, 18 MINUTES, 28 SECONDS WEST (RECORD NORTH 81 DEGREES, 18 MINUTES, 40 SECONDS WEST PER R1) A DISTANCE OF 364.79 FEET;
THENCE SOUTH 81 DEGREES, 18 MINUTES, 28 SECONDS EAST, 200.84 FEET (RECORD SOUTH 81 DEGREES, 18 MINUTES, 49 SECONDS EAST, 200.84 FEET PER R1) TO A FOUND A.D.O.T. ALUMINUM CAP IN CONCRETE AT STATION 1053+00;
*THENCE SOUTH 81 DEGREES, 19 MINUTES, 46 SECONDS EAST, 3.29 FEET (RECORD SOUTH 81 DEGREES, 48 MINUTES, 00 SECONDS EAST PER R2 3.35 FEET PER RESULTS OF SURVEY PLAT PREPARED BY JOE JONES, RLS, JOB NO. 88-53) TO A FOUND 1 INCH IRON PIPE;
THENCE SOUTH 03 DEGREES, 32 MINUTES, 22 SECONDS WEST, 150.61 FEET (RECORD SOUTH 03 DEGREES, 34 MINUTES, 01 SECONDS WEST 150.50 FEET PER R1) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015";
THENCE SOUTH 81 DEGREES, 18 MINUTES, 28 SECONDS EAST, 131.05 FEET (RECORD SOUTH 81 DEGREES, 48 MINUTES, 00 SECONDS EAST, PER R2 AND 129.90 FEET PER DOCUMENT RECORDED IN BOOK 1239 OF OFFICIAL RECORDS, PAGE 545 HEREAFTER REFERRED TO AS R3) TO A SET 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "SEC RLS 13015" FROM WHICH A FOUND 3/4 INCH IRON PIPE LIES NORTH 00 DEGREES, 13 MINUTES, 22 SECONDS EAST, 151.70 FEET (RECORD 151.50 FEET PER R3);
*THENCE SOUTH 00 DEGREES, 13 MINUTES, 22 SECONDS WEST, 206.62 FEET (RECORD SOUTH 20.90 FEET PER A RESULTS OF SURVEY PREPARED BY LEROY CABRAL, P.E. SEALED ON JULY 19, 1971);
THENCE SOUTH 00 DEGREES, 23 MINUTES, 18 SECONDS WEST 94.34 FEET (RECORD SOUTH 94.91 FEET PER R2) TO A FOUND 1/2 INCH REBAR;
THENCE SOUTH 00 DEGREES, 19 MINUTES, 53 SECONDS WEST, 189.80 FEET (RECORD SOUTH 168.70 FEET PER R2) TO A FOUND 1/2 INCH REBAR FROM WHICH, A FOUND 1/2 INCH REBAR WITH CAP STAMPED "LS 2826" LIES NORTH 01 DEGREES, 56 MINUTES, 28 SECONDS EAST 3.50 FEET;
THENCE NORTH 89 DEGREES, 18 MINUTES, 17 SECONDS WEST, 139.66 FEET (RECORD NORTH 9 DEGREES, 58 MINUTES, 00 SECONDS WEST 140.00 FEET PER R2) TO A FOUND 1/2 INCH REBAR;
THENCE NORTH 89 DEGREES, 33 MINUTES, 49 SECONDS WEST, 217.93 FEET (RECORD NORTH 89 DEGREES, 43 MINUTES, 59 SECONDS WEST 218.34 FEET PER R1) TO A FOUND 1/2 INCH REBAR;
THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, 98.10 FEET (RECORD NORTH 00 DEGREES, 14 MINUTES, 01 SECONDS EAST 98.10 FEET PER R1) TO THE TRUE POINT OF BEGINNING.
(AFFECTS PARCELS 408-26-014, 408-26-013, 408-26-086A AND 408-26-010)
THE SURVEYOR BELIEVES THE CALLS MARKED WITH AN "" ARE REFERENCE CALLS AND NOT LINES ALONG THE PROPERTY BOUNDARY.

PARCEL 2:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHERLY 60 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89-A, THAT LIES NORTH 60°03 EAST, 754.9 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12;
THENCE SOUTH 81°48 EAST, 280.1 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;
THENCE SOUTH 81°48 EAST, 100.0 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE SOUTH, 136.3 FEET;
THENCE NORTH 81°48 WEST, 108.0 FEET;
THENCE NORTH 1°20 EAST 150.5 FEET TO THE POINT OF BEGINNING.
(AFFECTS 408-26-012-8)

PARCEL 3:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHERLY 60 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY 89-A, THAT LIES NORTH 60°03 EAST, 754.9 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12;
THENCE SOUTH 81°48 EAST, 390.1 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;
THENCE SOUTH 81°48 EAST, 21.9 FEET ALONG SAID RIGHT-OF-WAY LINE;
THENCE SOUTH, 151.5 FEET;
THENCE NORTH 81°48 WEST, 21.9 FEET;
THENCE NORTH, 151.5 FEET TO THE POINT OF BEGINNING.
(AFFECTS 408-26-011-3)

Exhibit A

PZ19-00005 (ZC): The Village at Saddlerock Crossing Legal Description, Zoning Map, and Conditions of Approval

APN 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088

Zone Change Request:

CO (Commercial) and RM-2 (Medium/High Density Multifamily Residential) to L (Lodging)

LEGAL DESCRIPTION (CONT'D)

PARCEL 4:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES WITHIN SECTION 12, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1,239.19 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 71.63 FEET TO A 1/2 INCH REBAR WITH A CAP MARKED LS#19853 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 1/2 INCH REBAR;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 276.28 FEET TO A 3/4 INCH PIPE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 500.29 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 270.28 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 400.29 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12, THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.63 FEET TO A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.56 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS 19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.97 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT ANY PORTION LYING WITHIN U.S. HIGHWAY 89A.
(AFFECTS 408-26-009C AND 408-26-009A)

PARCEL 5:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL THAT LIES WITHIN SECTION 12, A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1,239.19 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 71.63 FEET TO A 1/2 INCH REBAR WITH A CAP MARKED LS#19853 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 1/2 INCH REBAR;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 276.28 FEET TO A 3/4 INCH PIPE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST A DISTANCE OF 500.29 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 270.28 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 400.29 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12, THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.63 FEET TO A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.56 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS 19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.97 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT ANY PORTION LYING WITHIN U.S. HIGHWAY 89A.
(AFFECTS 408-26-088 AND 408-26-004B)

PARCEL 6:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 12, THENCE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1,239.19 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.63 FEET TO A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A CONCRETE NAIL IN PLASTIC DISC MARKED LS#19853 SET IN SANDSTONE;
THENCE NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 366.56 FEET TO THE SOUTH RIGHT-OF-WAY OF HIGHWAY 89A MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE CONTINUING NORTH 00 DEGREES 14 MINUTES 28 SECONDS EAST, A DISTANCE OF 33.73 FEET;
THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, A DISTANCE OF 126.00 FEET;
THENCE SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 51.97 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY MARKED BY A 1/2 INCH REBAR WITH CAP MARKED LS#19853;
THENCE CONTINUING SOUTH 00 DEGREES 14 MINUTES 28 SECONDS WEST, A DISTANCE OF 276.63 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION LYING WITHIN U.S. HIGHWAY 89A.
(AFFECTS 408-26-004C-D)

Exhibit A

PZ19-00005 (ZC): The Village at Saddlerock Crossing Legal Description, Zoning Map, and Conditions of Approval

APN 408-26-004B, 408-26-004C, 408-26-009C, 408-26-009C, 408-26-010, 408-26-011, 408-26-012, 408-26-013, 408-26-014, 408-26-086A, 408-26-088

Zone Change Request:

CO (Commercial) and RM-2 (Medium/High Density Multifamily Residential) to L (Lodging)





PZ19-00005 (ZC)

As approved by City Council, September 24, 2024

1. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the site plan, letter of intent, and all other supporting documents submitted, as reviewed, modified, and approved by the Planning and Zoning Commission and City Council.
2. The zoning for this property shall allow for a maximum of 100 lodging units and a minimum of 46 multifamily units. No further splits or subdivision of the property is permitted.
3. All of the multi family units shall be provided as affordable, long-term rental units, with a minimum of 20 units available to those making no more than 80% of the Area Median Income and a maximum of 3 units being available to those making no more than 120% of the Area Median Income. The balance of the units may be made available to those making no more than 100% of the Area Median Income.
4. Prior to the issuance of grading and building permits, the applicant shall enter into a Development Agreement with the City of Sedona that covers, at a minimum, the following items:
 - a. Availability of all of the multifamily units for long term rental.
 - b. Availability of all of the multifamily units to those working within the City limits of Sedona, subject to the affordability restrictions stated in Condition 3.
 - c. Management of parking areas, including non-guest use of hotel amenities (restaurant, bar, meeting facility), and measures to be taken if parking becomes an issue for the project.
 - d. Development and ongoing management of the property in compliance with the commitments made in the Letter of Intent, specifically the Sustainability/Green Building Section of the LOI.
 - e. The following changes/additions shall be made to the Development Agreement, Housing Policy, and/or Good Neighbor Policy presented to City Council on September 24, 2024:
 - i. Quiet hours applied to the residents of the multifamily units shall be applied equally to the hotel guests.
 - ii. The following provisions shall be added to Development Agreement Section 6.1 (Sustainability Commitments) prior to its execution:
 1. LEED Standard: The Project shall be constructed to meet the U.S. Green Building Council's LEED Silver performance standard for Building Design and Construction (BD+C). LEED certifications is not required.
 2. Solar Energy: The Project shall incorporate photovoltaic solar panels on the parking structure shade canopies as illustrated on the Site Plan attached as Exhibit B. The East Wing, North Wing, and West Wing of the Hotel, Multi-Family North, and Multi-Family South shall be constructed "solar ready" with the necessary conduit, junction boxes, and support structures to support the potential future installation of photovoltaic solar panels.

3. **Permeable Paving.** The Project shall use permeable paving surfaces on all internal walkways for the Hotel and the Apartments.
 4. **Electric Vehicle Charging.** The Project shall install a total of ten (10) Level 2 electric vehicle charging stations as indicated on the Site Plan attached as Exhibit B. Additionally, the Project shall provide an additional twenty (20) "EV ready" parking spaces incorporating conduit and junction boxes for future electric vehicle charging stations.
 5. **Leak Detection:** Leak detection devices shall be installed on the primary water supply lines for the Hotel and Apartments within the Project.
- iii. Section 6.2(a) of the Development Agreement shall be revised to include that residents of the Apartments within the Project shall be treated the same as registered guests of the Hotel.
5. Prior to the issuance of grading and building permits, the applicant shall provide plans with sufficient information on them to allow City Staff to review for consistency with the plans approved under PZ19-00005 (DEV), these conditions of approval, and the plans presented to and described to the City Council at the public hearing on September 24, 2024, including: no south facing balconies (correcting plan sheet 53 to match sheets 47-52. Any changes from the proposed plans determined to be substantial by the Community Development Director shall require reconsideration by the Planning & Zoning Commission at a public hearing.
 6. The zoning for the subject property shall be considered vested when the Development Agreement is approved, executed, and recorded, all other conditions are met, and construction of the project as approved under PZ19-00005 (DEV) is complete. If the applicant does not complete construction of the approved project, the City may initiate proceedings to revoke the zoning, subject to the provisions of Sedona Land Development Code Section 8.6.A(3)g.2 and applicable State statutes.
 7. Within thirty days of approval of the zone change, 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 Zoning Change approval.

PZ19-00005 (DEV)

As approved by Planning and Zoning Commission, February 6, 2024

1. If the City Council does not approve PZ19-00005 (ZC), this development review approval shall become null and void.
2. Development of the subject property shall be in substantial conformance with the applicant's representations of the project, including the letter of intent, site plan, building plans and elevations, landscape plan, and all other supporting documents, as reviewed, modified, and approved by the Planning & Zoning Commission. Proposed changes determined to be substantial by the Community Development Director shall require reconsideration by the Planning & Zoning Commission at a public meeting.
3. The project shall be constructed in a single phase.
 - a. Construction of all of the multifamily housing units shall be completed and certificates of occupancy issued before a certificate of occupancy is issued for any portion of the lodging use.

4. The exterior colors and materials shall be in compliance with the submitted color and materials board. Alternate colors proposed by the applicant may be approved by the Director if the colors are darker than the approved colors and meet all other Land Development Code requirements.
 - a. Based on the application of alternate standards and the colors presented at the public hearing, all buildings shall be limited to a maximum Light Reflectance Value (LRV) of 21%
5. The plans submitted for building permits shall comply with all applicable Land Development Code requirements and incorporate the following changes from the plans reviewed by the Planning and Zoning Commission:
 - a. Site plan shall be coordinated with the most up-to-date survey and all structures shall meet all required setbacks, measured from the ROW line or the roadway easement.
 - b. Plans shall include a detailed breakdown of building and lot coverage, showing a maximum of 60% building coverage and 80% lot coverage, and ensuring all site elements are accounted for.
 - c. Largest unrelieved building planes on Lobby Building, Treehouse Suites, West Wing, North Wing, and Multi-family North shall be limited to 400 square feet. The largest unrelieved building planes on East Wing shall be limited to 450 square feet.
 - i. Windows and doors shall count towards the unrelieved building plane area unless they are recessed or project by a minimum of 1 foot.
 - d. Areas applying the height exception for mechanical equipment shall be setback a minimum of 6' from all roof edges.
 - e. Loading areas shall be screened in compliance with LDC Section 5.6.D(3).
 - f. Plans shall comply with massing requirements, including the following:
 - i. All buildings shall have a minimum of 3 masses in both plan and elevation view. (LDC Section 5.7.F(2)) Building modifications to meet massing requirements shall not bring the building out of compliance with height requirements.
 - ii. The ground-floor level of each façade facing a public street or other public area such as a plaza, park, or sidewalk shall contain a minimum of 30 percent windows or doorways. Upper floors of each façade facing a public street shall contain a minimum of 15 percent windows. (LDC Section 5.7.F(2)c.5). Areas of windows and doors behind a solid wall that is incorporated into the building design, making that portion of the window or door not visible from the public street/public area shall not count towards this calculation.
 - g. Plans shall comply with lighting requirements, including the following:
 - i. Lighting on the lower level of the parking structure shall be considered Class 2 lighting and limited to a maximum Correlated Color Temperature (CCT) of 2700K.
 - ii. Sign lighting shall be added to the lighting plan and comply with all applicable requirements. Overall site lighting shall not exceed maximum lumen levels when sign lighting is added.
 - h. A complete master sign plan shall be submitted, including the following:
 - i. Detailed information for all proposed signs, to allow for review for compliance with sign types, sizes, locations, heights, etc. The master sign plan shall comply with all code requirements, except those that may be modified by the Director. If a standard may be modified by the Director, the master sign plan shall include details for that request for review and potential approval by the Director. Any modification to a standard that requires approval by the

Planning and Zoning Commission shall be applied for as an amendment to the Development Review approval and heard by the Commission at a public hearing.

- i. The total number of sewer connections shall be reduced to a number acceptable to the Public Works Department.
6. All vents, down spouts, gutters, posts, etc. shall be painted to match the exterior wall or roof color or be in compliance with the color provisions of the Land Development Code.
7. All landscaping shall be maintained to ensure visibility triangle requirements are met at the driveway entrances and intersection.
8. All exterior mechanical equipment shall be screened and/or painted to the satisfaction of the Community Development Director.
9. The applicant shall obtain Right-of-Way Permits from the City of Sedona and/or the Arizona Department of Transportation for any work in the Right-of-Way.
10. Hours of work, for grading operations, shall be limited to 7 a.m. to 6 p.m., Monday through Friday and 9 a.m. to 5 p.m. on Saturday. No grading work shall occur on Sunday.
11. Prior to the issuance of grading and building permits, staff shall verify that all plans submitted for buildings permits are in substantial accordance with the plans as submitted, reviewed, and approved by the Planning and Zoning Commission and meet the following conditions, and the applicant shall provide written documentation of such compliance to staff:
 - a. All plans shall comply with all applicable sections of the Land Development Code and the Development Review application as reviewed and approved by the Planning and Zoning Commission, subject to the following modifications/additional information:
 - b. Provide Final Grading and Drainage Plans. The Site Plan shall meet the grading and drainage requirements of the Sedona Land Development Code and the Design Review, Engineering, and Administrative Manual. A trench drain is recommended at the bottom of slopes and driveways to prevent flooding buildings and roads.
 - c. Provide Final Drainage Report.
 - d. Per the geotechnical report, retaining wall or building foundations to be constructed in close proximity to retention basins (within 5.0 feet) should be embedded 1.0 feet deeper than the stated depths in the bearing capacity tables.
 - e. Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
 - f. Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.
 - g. For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (Manual 3.1.H.6.i).
 - h. For Projects involving grading of more than 5,000 cubic yards, an assurance bond is required per Manual Section 3.1.G.1.
 - i. Applicant shall provide a Storm Water Pollution Prevention Plan. SWPPP measures shall be in place prior to the start of construction (DREAM 3.1). Storm water quality measures shall also comply with City of Sedona Code requirements (City Code Chapter 13.5)

- j. The plans shall delineate oil separators for all paved surfaces prior to its release into the City's storm sewer system. Manufacturer or engineer's specifications and a maintenance schedule shall be provided.
 - k. Construction details shall be provided for sewer construction/connection. Existing sewer laterals that are not utilized by the development shall be abandoned.
 - l. Provide utility construction details on plans.
 - m. A copy of the ADEQ Approval to Construct Water Facilities and Wastewater Facilities shall be provided prior to construction.
 - n. The applicant shall submit landscaping plans that comply with all applicable City codes and the approved landscaping plans.
 - o. The applicant shall submit outdoor lighting plans that comply with all applicable City codes and the approved lighting plan.
 - p. All requirements of the Sedona Fire District shall be satisfied.
 - q. All concrete within the City ROW shall be colored "Sedona Red" (Davis 160 color).
12. Prior to the issuance of a Certificate of Occupancy, 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 meets the following conditions:
- a. The property owner shall record a cross access easement and maintenance agreement with Yavapai County for the new connector road and the connection through the parking structure to Elk Road. The easement shall also include any areas where the proposed sidewalks along Saddlerock Circle, W State Route 89A, and Elk Road encroach onto private property. The easement shall be provided for vehicular, pedestrian, and bicycle access and the easement language shall be reviewed and approved by City Staff prior to recordation.
 - b. The property owner shall grant and record an easement for an underground odor control bio filter along Saddlerock Circle. The easement shall be reviewed and approved by City Staff prior to recordation.
 - c. All on-site improvements shall substantially conform to the plans on which grading and building permits were issued.
 - d. Wayfinding signs shall be installed in the locations described in the Letter of Intent. Information on the wayfinding signs shall be coordinated with and approved City Staff prior to installation.
 - e. Installation of all proposed landscaping shall be complete and in accordance with the approved landscape plan.
 - f. All outside lighting shall have been installed in accordance with the approved plans. All lighting sources shall be fully shielded so that the direct illumination is confined to the subject property boundaries and so no light is directed above the horizontal plane. Staff shall conduct a night inspection and if deemed necessary, additional shielding will be required.
 - g. The project shall meet the requirements of Sedona Land Development Code Section 5.9 (Public Art). If the applicant intends to do an on-site installation, a public artwork plan shall be submitted for review and approval by the Community Development Director prior to fabrication and installation of the proposed artwork.
 - h. All new utility lines shall be provided through underground installation.

- i. All mechanical equipment and trash receptacles shall be completely screened from surrounding areas by use of a wall, fence, landscaping or shall be enclosed within a building. All electrical panels shall be located so as not to be visible from public rights-of-way.
 - j. All requirements of the Sedona Fire District shall be satisfied.
 - k. The applicant shall provide copies of all required testing to the Engineering Department.
 - l. As-built plans shall be provided to the City in digital and hard copy formats acceptable to the City Engineer.
 - m. An elevation Certificate from an Arizona Registered Land Surveyor is required for each building.
 - n. All areas of cut and fill shall be landscaped or dressed in such a manner as to reduce the potential for erosion.
 - o. The applicant shall provide a letter, sealed by the engineer of record, verifying that the work, as done, is in substantial accordance with the approved plans.
 - p. All construction shall comply with the Storm Water Regulations in Chapter 14 of the City of Sedona City Code. Storm water quantities and velocities shall not be greater than the historic values at the downstream property line.
13. Within thirty days of approval of the Development Review, the property owners of record of the subject properties shall 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 Development Review.

Exhibit D

Good Neighbor Policy

The Village at Saddlerock Crossing

GOOD NEIGHBOR POLICY

September 24, 2024

The Village at Saddlerock Crossing is a proposed 100-room hotel and 46-unit workforce multi-family community planned for 6.36 acres south of the intersection of State Route 89A and Soldiers Pass Road in Sedona. The purpose of this Good Neighbor Policy is to implement best practices related to noise mitigation, landscape and maintenance, parking, and pet management for the Village at Saddlerock Crossing.

Contact Info

The Baney Corporation (the "Owner") recognizes the importance of an available contact to address any issues impacting the Saddlerock community. Upon issuance of a Certificate of Occupancy for the development, this Policy will be updated with the name, phone number, and email address of a designated on-site contact person (or persons) for the Saddlerock neighborhood. The Developer shall designate an on-site contact person for both daytime issues during business hours and also for issues after hours. The designated contact(s) will be available to address and respond to neighborhood issues and concerns in a timely manner. A final and updated copy of this Policy with contact information shall be distributed to the Saddlerock neighborhood via U.S. Mail. Saddlerock residents will also be provided an opportunity to opt in to receive the Policy and future updates via email.

Noise Mitigation

Hotel Rooftop Lounge: Owner shall cease all activity in the rooftop lounge and rooftop pool area no later than 9:00 pm, seven days a week. During operational hours, the following restrictions shall be observed:

- No live music or DJ at any time.
- Pre-recorded music may only be played via the hotel's permanent speaker system (i.e. no portable amplified systems or PA systems) at volume levels compliant with Sedona City Code Chapter 8.25.

Multi-Family Residences: Owner shall incorporate the lease terms outlined in Section 6.4 of the Development Agreement into every apartment lease.

Bus Idling: Any passenger bus parked on the Property shall not idle longer than 30 minutes in any 60-minute period of time. If the temperature is greater than 75 degrees, no bus shall idle longer than 60 minutes in a 90-minute period of time.

Landscape & Maintenance

Landscaping shall be maintained by the Owner consistent with the Class A hotel and multi-family residential community which includes regular and consistent maintenance, trimming, replanting, height, and seasonal cleanup. The property shall be maintained by the Owner in such a fashion as to be compatible in appearance with the other residential properties in the area in quality of materials used in landscaping and in maintenance of such open areas, landscaping and parking areas.

Cut-Through Traffic

In addition to the signage outlined in Section 6.6 of the Development Agreement, the Owner will notify and advise all commercial drivers (deliveries, shuttle service, contractors, etc.) to avoid using local streets south of the Property to either access or depart from the Property.

Parking

The Developer has incorporated extensive provisions in Development Agreement Section 5 to ensure that there is adequate parking on-site for the Village at Saddlerock Parking and that overflow parking does not impact surrounding property owners. In addition to the commitments identified in Section 5, the Owner will work with the Saddlerock residents and City of Sedona to establish residential permit parking for the Saddlerock neighborhood per Section 10.20.100(B) of the Sedona Land Development Code if overflow parking from the development becomes a consistent problem.

The Owner will provide printed information to hotel guests at check-in expressly forbidding on-street parking in the Saddlerock Homes neighborhood for both registered guests and their visitors. The Owner will also incorporate language into the Hotel employee handbook advising employees not to park in the Saddlerock neighborhood.

Pet Management

The hotel shall incorporate and designate an area on site for pets traveling with hotel guests to relieve themselves. This pet relief area shall include a dog waste station with cleanup bags and a trash receptacle. Upon check-in at the hotel, guests traveling with pets will be provided with a pamphlet that includes the following information:

- Sedona codes and ordinances regarding animal waste cleanup and leashing/restraints.
- Locations of public parks and dog parks.
- Notification that the Saddlerock neighborhood shall not be used by hotel guests for dog walking.
- Cannot leave dogs unattended in hotel rooms.

The Oxford Suites Pet Behavior Guidelines (attached) shall be enforced at the hotel.

Complaint Response Policy and Procedure:

Complaints regarding noise, landscape maintenance, parking, and pet management will be handled by the designated on-site contact person. In the event of a complaint, the following procedures will be implemented:

- Gather contact information of complainant
- Investigate complaint
- Document resolution
- Communicate with interested parties

With respect to noise complaints, the designated contact person will provide an initial response to the complainant within one hour and provide a follow-up report within two hours of the initial complaint.

Amendment

The "Contact Info" section of this Policy may be amended by the Owner as necessary to ensure that Saddlerock residents have current and accurate contact information for the designated contact(s). The remaining sections of this Policy may be amended through the following procedures:

1. All requested amendments shall be submitted to the Community Development Director for review and approval.
2. The Owner shall mail notice of the proposed amendment to all residents of the Saddlerock Homes neighborhood a minimum of fifteen (15) days prior to any action by the Community Development Director to approve the request (the "Notice Period").
3. If the Community Development Department receives no protests or opposition to the proposed amendment during the Notice Period, the Community Development Director may administratively approve requested amendment.
4. If the Community Development Department receives any protests or opposition to the proposed amendment, the Owner may attempt to resolve the protest or opposition directly with the resident(s). If the opposition has been resolved to the satisfaction of the Community Development Director, the Director may administratively approve the requested amendment.
5. If the Owner is unable to resolve the protest directly with the resident, the Community Development Department shall schedule the request for review and action by the Sedona Planning and Zoning Commission in accordance with the public hearing procedures in Section 8.3(F) of the Land Development Code.
6. An updated copy of this Policy shall be mailed to all residents of the Saddlerock neighborhood within fifteen (15) days of approval of any amendment.



Pet Behavior Guidelines



Oxford Suites are delighted to welcome you and your four-legged friend(s)! Our designated pet-friendly rooms are located on the lower floors of our hotels. We allow small to medium sized cats and dogs only. There is a maximum of two pets allowed, per reservation. _____ (initials)

Fee Information:

Our non-refundable pet fee is \$____ per pet, per day. The fee is not included in your room rate and will be charged daily along with any applicable taxes. A refundable cleaning deposit of \$____ will be taken on arrival. _____ (initials)

Please carefully review our guidelines:

- 🐾 We accept domesticated dogs and cats only, with a limit of two pets per reservation. Aggressive breeds, and/or exotic pets are not permitted.
- 🐾 Emotional Support Animals, comfort animals, companion animals, and other domestic therapy animals are not service animals under Title II and Title III of the ADA and are subject to our pet fee.
- 🐾 For your pet's safety, please keep it always leashed.
- 🐾 Please walk your pet regularly. We have disposable bags for your use and we ask that the used disposable bags are thrown in the trash cans outside of the hotel. _____ (initials)
- 🐾 Please let us know what time would be convenient for housekeeping to service your room. Designated pet rooms require daily service, and your pet should not be in the room during service. _____ AM/PM
- 🐾 Pets are not allowed to be left unattended in our guest rooms or suites. If you decide to take advantage of some of our local attractions, please contact a Hospitality Specialist and we will assist you with finding someone to take care of your pet while you are out.
- 🐾 Should your pet need medical attention, please contact a Hospitality Specialist and we will assist you with finding a local vet.
- 🐾 Due to health regulations, animals are not allowed in the dining area or the pool and spa area, with the exception of service dogs.

We do not anticipate your pet(s) to be a problem. However, should your pet cause damage to any portion of our property, you will be held financially responsible for any lost room revenue and damaged goods.

Thank you for choosing Oxford Suites. We hope your stay surpasses your expectations. Upon check-out, please allow a staff member to inspect your room. Thank you for your cooperation and adherence to our *Pet Behavior Guidelines*.

I have read the Oxford Suites *Pet Behavior Guidelines* and agree to all terms and conditions.

Guest Signature

Print Guest's Name

Date(s) of Stay

Pet(s) Name

Cell phone number

Alternative phone number