

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2023-17

This Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona (“City”), and Gary R. Anglemyer & Associates, LLC, a Maryland Limited Liability Company (“Contractor”).

WHEREAS, the City desires to receive and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the “parties”) agree as follows:

SERVICES

1. **Scope of Work:** Contractor shall provide the professional services generally described as follows:

**APPRAISAL SERVICES FOR
RIO DE FLAG FLOOD RISK-MANAGEMENT PROJECT (BNSF RAILWAY PROPERTY)**

and as more specifically described in the scope of work attached hereto as Exhibit A. A list and legal descriptions of the property interests to be appraised are attached. If City requests that additional property interests be appraised, a contract amendment is required.

2. **Schedule of Services:** Contractor shall perform all work per the schedule set forth in Exhibit A.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **Key Personnel/Subcontractors:** Contractor’s Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. **City Representative:** The City Representative is Bryce Doty, Real Estate Manager, or his/her designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the Procurement Agent.
6. **City Cooperation:** The City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor’s performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of two (2) years unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.
8. Renewal: This Contract may be renewed or extended for up to one (1) additional one (1) year term by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

PAYMENT

9. Compensation: Contractor shall be paid Sixty-Eight Thousand Five Hundred Dollars and Zero Cents (**\$68,500.00**) for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A. Payment shall be made as follows:
 - \$17,125.00 upon issuance of the Notice to Proceed;
 - \$34,250.00 upon submittal of draft appraisal to the USACE Review Appraiser;
 - \$17,125.00 upon approval of the appraisal by the USACE Review Appraiser.
10. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of the City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use: The City may use the City's work product without further compensation to Contractor; provided, however, that the City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at the City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Contractor or any third parties without the City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

14. Insurance: Contractor shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Bryce Doty
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Bryce.Doty@flagstaffaz.gov

To Contractor:
Gary A. Anglemyer & Associates, LLC
5237 Downing Road
Baltimore, MD 21212
GRAALLC.com
410.652.3046

With a copy to:
Brian Eilerts
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Brian.Eilerts@flagstaffaz.gov

With a copy to:

16. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

**EXHIBIT A
SCOPE OF WORK**

Attachments:

1. Statement of Work
2. Standard Estates
3. Spreadsheet
4. Legal Descriptions (legal descriptions for Phase 2 to follow)
5. Quote from Gary R. Anglemyer & Associates, LLC

Attachment 1 – Statement of Work

**Statement of Work - SOW
Rio de Flag
Railroad Properties**

SECTION 1 – SUBJECT IDENTIFICATION & GENERAL INFORMATION

<u>Client:</u>	City of Flagstaff
<u>Intended Users:</u>	City of Flagstaff, the United States Army Corps of Engineers (USACE), and their authorized agents.
<u>Intended Use:</u>	The intended use of the appraisal is to provide an estimate of value for the purposes of negotiating the acquisition of Channel Improvement Easements (permanent easements) and Temporary Work Area Easements in conjunction with the Rio de Flag – Flood Risk Management Project. The appraisal report is not intended for any other use.
<u>Project Description:</u>	<p>The Rio de Flag – Flood Risk Management Project was initiated in response to the FY96 Energy and Water Development Appropriations Act. The benefits of this project will be recognized in the City of Flagstaff through which the Rio de Flag now runs. The project's intent is to provide protection to the downstream areas adjacent to the Rio de Flag channel as well as to remove from the floodplain major portions of the downtown Flagstaff area and surrounding residential areas.</p> <p>The project is in Flagstaff, Arizona, with the City of Flagstaff as the Non-Federal Sponsor (NFS). See Rio de Flag Phases Map Exhibit. The project consists of six functional phases, three of which have been completed. The three completed phases include the Clay Avenue Wash Detention Basin (Phase 1), which was completed in 2014, the Butler Tunnel (Phase 2), which was completed in 2010, and the Thorpe Bridge (Phase 3), which was completed in 2012. The remaining phases include the Lower Rio de Flag (Phase 4), the Upper Rio de Flag (Phase 5), and the Clay Wash Reach (Phase 6). As the project has evolved, the enumerated phases of the project have changed over time. Project documents may refer to additional phases not reflected on the phases map. For the purposes of this report, the project consists of the phases identified on the phases map.</p>

Phase 4 – Lower Rio de Flag

Phase 4 will include construction of a large confluence structure. At approximately 170 feet west of South Beaver Street, the Rio de Flag channel will be joined by underground (covered) concrete channel conveying flows from Clay Avenue Wash. Both channels will converge and transition into an arch-shaped underground concrete channel paralleling the railroad tracks through downtown.

Construction of Phase 4 will continue, including the construction of both open and closed channels downstream of the confluence structure. The closed channel will consist of arch-shaped underground concrete channel paralleling the railroad tracks through downtown. Gabion or alternative grade control structures will be constructed approximately 150 feet and 400 feet upstream of Butler Avenue. Fencing will be integrated into existing development as needed for safety. Vehicular and pedestrian barriers, as well as warning signs, will be implemented along the modified channel. The Burlington Northern Santa Fe Railroad (BNSF) has objected to the standard estate easement; accordingly, the BNSF parcels will be acquired utilizing nonstandard easement estates. The NSF will acquire privately owned tracts using standard estates.

Phase 5 – Upper Rio de Flag

Flood control features along the Rio de Flag will consist of flood control structures, channel modifications and road modifications. The upper Rio de Flag reach is upstream (north) of the downtown city confluence. In the upper reach wing-walls will be constructed upstream of the Mead Lane Bridge and the Beal Road Bridge will be relocated by the NFS. Flood control structures and road modifications in Thorpe Park include a series of floodwalls, embankments and wing-walls. The floodwalls will be constructed along the eastern side of Thorpe Park right of way and are designed to prevent flood damage to the homes along Navajo Drive and downstream areas. North Thorpe Road modifications include elevating a 350-foot road section, and construction of retaining walls. Embankment/wing walls will be constructed immediately south (downstream) of the existing weir (dam) at Frances Short Pond to direct flows into the existing downstream channel. The channel modifications to the Rio de Flag are designed to convey the discharge from the Thorpe Park improvements, and flows received from Clay Wash by utilizing the existing channel to the maximum extent, while

also incorporating channel widening and deepening to increase the channel capacity. Beginning at Bonito Street, just downstream of the Thorpe Park embankment/wing walls, a trapezoidal channel with an earth or excavated rock bottom and 2:1 (H:V) rip rap lined slopes is proposed. This segment of rip rap lined channel will extend from Bonito Street to just upstream of Dale Avenue. Upstream of Dale Avenue, the trapezoidal channel will transition into a covered channel arch section. The arch section minimizes project footprint and offers savings in real estate costs; when compared to the expense of constructing an open, trapezoidal section through this constrained portion of the channel. Beginning at Birch Street and continuing to Route 66, a trapezoidal channel with an earth or excavated rock bottom and 2:1 (H:V) rip rap lined slopes will be constructed.

Phase 6 – Clay Wash Reach

Proposed Clay Avenue Wash channel modifications will include a combination of (1) reconstructing the existing channel with concrete in an open box structure, and (2) diverting the channel underground through developed areas. The Clay Avenue Wash channel modifications will start immediately north of the Chateau Royal mobile home park (also referred to as Chateau Royal Apartments) in western Flagstaff.

From the new Clay Wash inlet east to South Blackbird Roost, the existing drainage will be reconstructed to a 12' wide by 12' high open box concrete structure. From South Blackbird Roost east to the edge of the parking lot at McCracken Place, Clay Avenue Wash will be diverted into an underground concrete box culvert approximately 16' wide by 12' high. This segment of the wash currently follows a cul-de-sac and driveway which extends east from Blackbird Roost Street, along the north side of the parking lot of the adjacent apartment building complex. The underground box structure will continue east to South Milton Road, diagonally across the South Milton Road/Clay Avenue/Butler Avenue Intersection, and northeast along Mike's Pike, where it terminates approximately 250 feet northeast of Mike's Pike at a confluence structure with the Rio de Flag channel.

This route requires construction within the intersection of Clay Avenue, Butler Avenue, South Milton/Route 66, and Mike's Pike.

Furthermore, construction phasing of the project has been grouped into two phases:

Construction Phase I

Includes all of the Lower Rio de Flag (Phase 4), and the Clay Wash Reach (Phase 6) project phase

Construction Phase II

Includes all of the Upper Rio de Flag (Phase 5) project phase

Downtown Mile Projects: In addition to the Rio de Flag Flood Control Project, the City of Flagstaff is embarking on several projects affecting the railroad corridor. Collectively these are known as the Downtown Mile, described and depicted in the Flagstaff Downtown Mile Project Description Exhibit. While this appraisal assignment is exclusive of these other projects, the scope of railroad corridor impacts is provided as background.

Property Description: The subject property represents the railroad corridor owned and operated by BNSF Railway Company. (Exhibit =map illustrating APNs) The proposed permanent and temporary easement acquisitions will involve both Construction Phases I and II of the remaining Rio de Flag Project.

The parcels and permanent and temporary easements for Construction Phase I have been defined (Spreadsheet with APN & Easements).

Construction Phase II will impact the following BNSF owned parcels:

1. APN: 100-44-006A
2. APN: 100-43-001C
3. APN: 100-44-001
4. APN: 100-44-002A (Phase I and II)
5. APN: 100-43-001 (Appears be outside the area)

There is also a small remanant piece with no known owner. Legal descriptions for the partial acquisitions for Construction Phase II are currently being prepared and will be provided within the timeframe of the assignment. Please see Phase II Illustration for additional context.

As the APNs involved is anticipated to be finalized within the timeframe of the assignment, no impact to the larger parcel valuation is anticipated.

The current assignment is to estimate the just compensation for the Channel Improvement Easements and Temporary Work Area Easements in Construction Phases I and II (Spreadsheet with APN & Easements).

The appraiser is responsible for confirming, correcting any errors, and/or supplementing the property description data. The appraiser is responsible for their independent investigation, research, and analysis to develop a creditable appraisal.

Legal Description:

Refer to Attachments. (Legal Descriptions – Individual Parcel Folders)

Larger Parcel Issues:

The appraiser must make a larger parcel determination regardless of whether the agency designated an acquisition as a total acquisition or a partial acquisition. Elements to be considered in determining the larger parcel are contiguity (or proximity) as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.¹

For appraisal assignments in which only a part of the entire property is proposed to be acquired, (a partial acquisition), the entire contiguous property is to be appraised, BEFORE and AFTER, except as permitted below:

If, pursuant to research and analysis in the determination of the larger parcel to be appraised, the appraiser proposes to appraise non-contiguous properties as a single larger parcel, or proposes to designate only a portion of the entire contiguous ownership as the larger parcel, then this shall be immediately communicated in writing, (email is acceptable), to the City of Flagstaff Real Estate Manager and the USACE Review Appraiser prior to proceeding further with the assignment. The City of Flagstaff and the USACE Review Appraiser shall determine if the appraiser's larger parcel opinion is reasonable and acceptable and shall communicate

¹ Uniform Appraisal Standards for Federal Land Acquisitions 2016, Interagency Land Acquisition Conference, p.24

acceptability of the larger parcel determination to the appraiser in writing, (email is acceptable).

The City of Flagstaff is a public agency with the delegation of eminent domain powers from the state of Arizona, therefore just compensation should be analyzed in accordance with Arizona Revised Statutes.

Ownership/Occupant:

Owner: BNSF Railway Company

Notes: **Lessee:** 104-01-098A is leased to Mike Watkins who subleases space to several businesses. Comment: The appraiser must determine if this parcel meets the contiguity of highest and best use test as the parcel is not part of the railroad tract. Additionally, the City of Flagstaff is considering purchasing the parcel from BNSF and relocating the tenants. Contact information follows:

**Mike Watkins
7360 Crater View
Flagstaff, AZ 86004
Ph. 928-380-8926**

Subleases: Contact Lessee

Comment: The City of Flagstaff is also considering purchasing 104-04-011C. This parcel is also not part of the railroad tract and therefore careful consideration should be given to meeting the larger parcel test.

Personal Property:

Only real property is to be appraised. As there can be items situated on a subject property whose status (real or personal property) may vary pursuant to the requirements of state law, or how the item is configured, attached, or otherwise affixed to the subject property, the appraisal report must clearly declare and document what items were valued as "real property", and which items were not valued because they were determined to be classified as "personal property". Normally, this opinion is reached by the appraiser based on the property inspection, specific features of the item, and research of state requirements.

Pursuant to 49 CFR 24.103(a)(2)(i), a declaration of property classification, real or personal property, is required to appear in the appraisal report. This property classification declaration

is not required to include those items which are obviously personal property, i.e. vehicles, inventory, supplies, portable items, etc.

Contact Information: BNSF Railway Company
C/O
Jones Lang LaSalle
Justin M. Moon
817-230-2623
Justin.moon@am.jll.com

Inspection Permission: Arrangements for an onsite inspection should be made with the property owner contact indicated herein. The City of Flagstaff Real Estate Manager, should be informed of the date and time the inspection will occur as he/she may elect to be present. Please see the section of this SOW titled: “*General Appraisal Requirements & Instructions*”, item #5, for details regarding property inspection and required documentation.

Questions/Concerns: Should questions or concerns arise during the course of the assignment, the City of Flagstaff Real Estate Manager and the USACE Appraiser must be immediately notified via written communication, (email is acceptable). “Issues” can include, but are not limited to: conflicting lease or ownership claims, reservations not appearing in title information, complaints to public officials, ownership boundaries, owner describing promises or commitments made by government representatives, death of person(s) having ownership interest(s) etc.

Outstanding Rights: Legal descriptions, non-standard estate language, a current title search, as well as other exhibits noted in the “Subject Property Information” on page 5 have been attached to this statement of work.

The non-standard estate is subject to approval by USACE. For this report, the non-standard estate has been utilized in the valuation analysis.

Appraiser is requested to verify this information. Verification with the property owner is advised and notification to is required to notify the City of Flagstaff Real Estate Manager and the USACE Appraiser is required if any other encumbrances or easements are discovered.

The subject property is to be appraised “as is”, subject only to the requirement of 49 CFR 24.103(b) (a.k.a. “*scope of the project rule*”), and the interest to be appraised is fee simple; encumbered fee simple, fee simple subject to existing road and utility easements; or fee simple less mineral rights; etc., as appropriate.

Subject Property Information:

The following documents, reports, and exhibits will be provided as attachments to this SOW:

1. Assessor’s Parcel Map (Individual Folder)
2. Public Record Information (Individual Folder)
3. Title Search (Individual Folder – Phase I only)
4. Legal Description and Exhibits for the Channel Improvement Easements and Temporary Work Area Easements (Individual Folder)
5. Aerial with Easement Overlay (Individual Folder)
6. Engineering Drawings
7. Environmental Phase 1 Final
8. Spreadsheet with BNSF APNs and Easements
9. Map Illustrating APNs BNSF Properties – Phase 1 only
10. Graphic Renderings
11. RDF Phase 1 Segment Map
12. Rio de Flag Phases Map 12-7-17
13. Flagstaff Downtown Mile Project Description
14. Phase II Illustration
15. Form of Easements

Comment: The attachments provided represent illustrative information only. The appraiser is responsible their independent investigation, research and analysis to develop a creditable appraisal.

Links to Pertinent Regulations:

1. 49 CFR 24 - <https://www.ecfr.gov/current/title-49/subtitle-A/part-24?toc=1>
2. ER 405-1-04 - https://www.publications.usace.army.mil/Portals/76/Publications/EngineerRegulations/ER_405-1-4.pdf
3. Arizona Revised Statutes - <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/12/01122.htm>

4. Uniform Appraisal Standards of Federal Land Acquisitions -
<https://www.justice.gov/file/408306/download>

Additional Resources:

1. FEMA (Flood Zone) website:
<https://msc.fema.gov/portal/home>
2. City of Flagstaff Open Data Portal :
<https://gis.flagstaffaz.gov/portal/apps/sites/#/opendata>
3. Coconino County website:
<https://coconinocounty.maps.arcgis.com/apps/webappviewer/index.html?id=868170827e4443d2be37eb60562446ae>

Contact Information:

- a. City of Flagstaff
Bryce Doty
Real Estate Manager
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Ph. (928) 213-2072
Email: bryce.doty@flagstaffaz.gov

- b. Christine Cameron
Project Manager
City of Flagstaff
Capital Improvement Program
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Ph. (928) 213-2682
Email: CCameron@flagstaffaz.gov

- c. USACE Review Appraiser
Misa A. Zane, MAI,
Appraiser, Los Angeles District
915 Wilshire Blvd.
Los Angeles, CA 90017
Ph. (213) 452-3872
Email: misa.a.zane@usace.army.mil

SECTION 2 – APPRAISAL REQUIREMENTS & INSTRUCTIONS

Appraisal Standards: The appraisal process and appraisal report must, at a minimum, conform to standards established by the Uniform Standards of Professional Appraisal Practice (USPAP), AND Requirements for acquisition appraisal, established by Federal Regulation at 49 CFR Part 24, AND applicable laws of the State of Arizona.

Arizona Revised Statutes §12-1122. Ascertainment and assessment of value, damages and benefits.

§12-1122. A.1. “The value of the property sought to be condemned and all improvements on the property pertaining to the realty, and of each and every separate estate or interest in the property, and if it consists of different parcels, the value of each parcel and each estate or interest in the parcel separately.”

§12-1122. A.2. “If the property sought to be condemned interest constitutes only a part of a larger parcel, the damages that will accrue to the portion not sought to be condemned by reason of its severance from the portion sought to be condemned, and the construction of the improvement in the manner proposed by the plaintiff.”

§12-1122. A.3. A.3. “How much the portion not sought to be condemned and each estate or interest in the portion will be benefited separately, if at all, by construction of the improvement proposed by the plaintiff. If the benefit is equal to the damages assessed under paragraph 2 of this subsection, the owner of the parcel shall be allowed no compensation except for the value of the portion taken, but if the benefit is less than the damages so assessed, the benefit shall be deducted from the damages, and the remainder shall be the only damages allowed in addition to the value.”

Supplemental requirements of the USACE appraisal regulations are documented found in Engineering Regulation (ER) 405-1-04 dated January 29, 2016. Noteworthy are § 4-26 to § 4-38.

The presentation format of the appraisal report may conform with:

- The sequence and content for appraisal reports found in the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (“Yellow Book”); or
- All content required by 49 CFR Part 24 and applicable state law.

Market Value:

Definition of market value:

Arizona Revised Statutes § 12-1122. Ascertainment and assessment of value, damages and benefits.

C. “Value shall be determined by ascertaining the most probable price estimated in terms of cash in United States dollars or comparable market financial arrangements that the property would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with the knowledge of all of the uses and purposes to which it was adapted and for which it was capable.”

Property Interest:

The BEFORE position appraisal in partial acquisition assignments, is fee simple subject to existing easements, existing encumbrances, and existing reservations indicated in the preliminary title report. If the appraiser discovers or develops any information that conflicts with the described real property rights, this information must immediately be brought to the The City of Flagstaff Real Estate Manager and the USACE Review Appraiser’s attention in writing, (email is acceptable), as a request for possible amended instructions.

Date of Value:

The valuation date for the appraisal report will be the appraiser’s date of inspection.

The valuation date for purposes of a condemnation proceeding, if any, will comply with Arizona Revised Statutes § 12-1123 Accrual of right to compensation and damages; limitation. For the purpose of assessing compensation and damages, the right to compensation and damages shall be deemed to accrue at the date of the summons, and its actual value at that date shall be the measure of compensation and damages.

As indicated in the Project Cooperation Agreement (PCA), for the purpose of accrediting, the fair market value of lands, easements, or rights-of-way acquired by the the City of Flagstaff after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.²

Extraordinary Assumption(s):

USPAP defines an Extraordinary Assumption (EA) as:

“an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

The report should include the following Extraordinary Assumption:

Just compensation for the partial acquisition should be based on the forthcoming non-standard estates. (The non-standard estates are currently under review by USACE. If the non-standard estates are modified, a new appraisal may be required to determine if it impacts the value conclusion.) The forms of easements include the Standard Estate Language for the rights needed for illustrative purposes until the appraiser is provided the non-standard estates.

The appraiser may not assume or invoke any extraordinary assumption without informing the City of Flagstaff Real Estate Manager and the USACE Review Appraiser in writing (email is acceptable). The City of Flagstaff Real Estate Manager and the USACE Review Appraiser shall inform the appraiser in writing if the described extraordinary assumption is acceptable. Any Extraordinary Assumption utilized in the appraisal process, must be prominently declared in the appraisal report.

Hypothetical Condition(s):

USPAP defines “Hypothetical Condition” as:

“A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the

² Project Cooperation Agreement Between The Department of the Army and The City of Flagstaff, Flagstaff Arizona, for Construction of the Rio de Flag Flood Control and Recreation Project, Article IV§B.1, p.9.

effective date of the assignment results, but is used for the purposes of analysis”

For all proposed acquisitions of real property, the requirements of 49 CFR 24.103(b), a requirement also found in the UASFLA at Section 1.2.7.3.3, and known as the “*Scope of the Project Rule*”, must be followed. The requirement of disregarding the value influence of the project, for which the appraisal is requested, is sometimes classified as a “*hypothetical condition*”, while others regard it as an “*assignment condition*”, and still others classify the “*Scope of the Project Rule*” as a “*jurisdictional exception*” to USPAP 1-4(f). Regardless of how this requirement is characterized, the “*Scope of the Project Rule*” must be followed. For proposed acquisitions of a total property, no other hypothetical conditions are allowed without written approval from the City of Flagstaff Real Estate Manager and the USACE Review Appraiser assigned to the project.

All appraisals involving partial acquisitions require applying the BEFORE and AFTER appraisal process, which requires the use of a hypothetical condition in its application for the AFTER position valuation of the remainder. All partial acquisition appraisals shall utilize the following hypothetical condition, or similar phrasing to this effect: “*The appraisal of the AFTER position remainder property is performed under the hypothetical condition that, as of the appraised date of value, the proposed real property acquisition is completed, any associated construction for the project is complete, and the construction is consistent with plans provided to the appraiser by the client.*” Partial acquisition appraisal reports do not require a separate written approval for this standard hypothetical condition used for all AFTER position appraisal valuations.

The valuation of the remainder in the AFTER condition requires a hypothetical condition that the project has been completed as proposed.

Additionally the appraisal report should be based on the following additional hypothetical condition:

The intended use of the appraisal is to provide an estimate of value for the purposes of negotiating the acquisition of Channel Improvement Easements and Temporary Work Area Easements in conjunction with the Rio de Flag – Flood Risk

Management Project. Various city projects including the Lone Tree Overpass may be ongoing simultaneously with the Rio de Flag Flood Risk Management Project. Recognizing the simultaneous projects is consistent with the market analysis discussion, however as this appraisal report involves only the Rio de Flag Flood Risk management project, hypothetical condition ignoring the City projects in the valuation analysis should be utilized.

The appraiser may not use any other hypothetical conditions without informing the City of Flagstaff Real Estate Manager and the USACE Review Appraiser in writing (email is acceptable). The City of Flagstaff Real Estate Manager and the USACE Review Appraiser shall inform the appraiser in writing if the described hypothetical condition is acceptable. ALL hypothetical conditions utilized in the appraisal process, whether for complete or partial acquisitions, must be documented and prominently indicated in the body of the appraisal report.

Except for the standard use of the “*Scope of the Project Rule*” and the standard *AFTER position hypothetical condition*; and *the hypothetical conditions described here*, written approval for use of any other hypothetical condition must be included in the addenda section of the appraisal report.

**Jurisdictional
Exceptions:**

Certain requirements of the UASFLA (Yellow Book) appraisal standards require invoking the USPAP’s Jurisdictional Exception Rule. If the appraiser perceives that USPAP’s Jurisdictional Exception Rule should be invoked to meet other standards in UASFLA, or other requirements of law or regulation, the appraiser must communicate in writing, (email is acceptable), with the City of Flagstaff Real Estate Manager and the USACE Review Appraiser to obtain prior written approval. All jurisdictional exceptions to USPAP must be prominently provided in the appraisal report. The specific law, regulation, or standard requiring invocation of the jurisdictional exception rule must be cited, along with the specific portion of the USPAP for which jurisdictional exception is claimed.

Special Appraisal Instructions:

- For Non-Federal Sponsor appraisals, the presentation format of the appraisal report may conform with the sequence and content for appraisal reports found in the UASFLA (Yellow Book) or other appraisal report format that contains all content

required by 49 CFR Part 24, applicable state law, this Statement of Work as well as supplemental requirements as determined by the City of Flagstaff Real Estate Manager and the USACE Review Appraiser to be acceptable.

- Appraise the subject property in its “as is” condition. For partial acquisitions, only the BEFORE position appraisal is to be performed “as is”, subject to the “*Scope of the Project Rule*” previously described in this Statement of Work. For partial acquisition appraisals, the AFTER position appraisal valuation is to be performed utilizing the standard hypothetical condition previously described in the “*Hypothetical Conditions*” section of this Statement of Work.
- The appraisal report must provide a clear, appropriate and creditable analysis based on market research to determine compensable and noncompensable partial takings. Quantifiable or qualitative data is required if a percentage adjustment is utilized to estimate the value of a partial acquisition.
- Quantifiable or qualitative research is also required to support the Temporary Work Area (or Temporary Construction) easement analysis. Providing an estimate of the annual market rent is based on a rate of return, the rate utilized must be supported by research data. Further, if the projected term of the temporary construction easement is over three (3) years, a discussion of the time value of money must be included with support for any applied discount rate.
- Each partial taking (compensable or noncompensable) must be discussed individually in the appraisal report.
- There may be value contribution, beyond aesthetic value, for business or agricultural use on the site. If the appraiser is not an expert, on the exist use or its contributing value, an expert to provide assistance should be engaged. The analysis must conform to industry standard valuation methodology. The contractor’s cost estimate for this assignment must include the services of the expert. The Unit Rule in the UASFLA (Yellow Book) forbids a summation approach and must be kept in mind.

General Appraisal Requirements & Instructions:

1. The Non-Federal Sponsor appraiser performing the appraisal, whether staff employee or contractor, must hold a valid State License as a Certified General Appraiser for the state in which the subject property is located.
2. The Statemen of Work performed by the appraiser, is required to be documented in the appraisal report, and must include actions and procedures required to achieve credible assignment results for the intended use.
3. This Statement of Work and the employment contract must be included within the addenda of the appraisal report.

4. The appraiser may be required to attend a pre-appraisal meeting with the property owner, the USACE Realty Specialist and the City of Flagstaff Real Estate Manager. The date, time and place of the meeting (if required) will be coordinated by the City of Flagstaff Real Estate Manager and communicated to the appraiser and other necessary parties.
5. For all appraisals having an intended use connected with a proposed acquisition or exchange, specific requirements of Federal Regulation, found at 49 CFR 24.102(c)(1), require the appraiser to offer the property owner and/or the owner's representative an opportunity to accompany the appraiser during the property inspection. The appraiser must describe, in the appraisal report, the information regarding the required contact and the offer to accompany inspection, who was contacted (*by name if an individual, or name and title if a trustee of a trust, or officer of the owning legal entity*), when, how, and whether the owner or owner's designated representative agreed or declined to accompany the appraiser's inspection. If the appraiser was accompanied during the property inspection, a description of the pertinent comments received from the owner or owner's representative should be included. If contact was performed through the use of U.S. Mail, or electronic communication, a copy of the document/communication transmitted to the owner or owner's representative must be included in the addenda of the appraisal report. The appraiser must also include a declaration in the signed Certificate of Appraiser for the appraisal report that the regulation-required offer to accompany the appraisal inspection was extended. If contact with the owner or owner's representative is not completed, or there is no response to attempts of contact, the appraisal report must include detailed documentation of the actions performed by the appraiser in attempting to comply with the requirements of 49 CFR 24.102(c)(1). Copies of any attempted communications must be included in the addenda of the appraisal report.
6. The appraiser must make a personal inspection of the subject property and each of the comparable market properties used in the analyses unless specific arrangements to the contrary have been approved in writing by the City of Flagstaff Real Estate Manager and the USACE Review Appraiser prior to the commencement of the assignment. If a property owner is contacted, and does not permit the appraiser to enter the property for an on-site inspection, or does not permit inspection of parts of the subject property, or on-site physical inspection is not practical, the appraiser shall notify the City of Flagstaff Real Estate Manager and the USACE Review Appraiser in writing, (email is acceptable), for instruction regarding acceptable off-site inspection procedures. Any deviation from a full on-site inspection of the subject property shall be documented, in detail, in the appraisal report.
7. USPAP Standard 2-2 requires a declaration as to which of the two options an appraisal report is prepared. The appraisal report must be prepared under the USPAP's "*appraisal report*" option. Appraisal Reports shall be prepared, pursuant to the requirements of 49 CFR Part 24. "Restricted" Appraisal Reports are not

permitted as they are not compliant with the requirements of 49 CFR Part 24 or the UASFLA.

Comments: The standards of the UASFLA (Yellow Book) incorporate all of the appraisal reporting requirements of 49 CFR Part 24. The UASFLA provides a more detailed description regarding required documentation for the appraisal report.

8. The appraisal report will be reviewed for compliance with the terms, requirements, and appraisal standards declared in this Statement-of-Work, as applicable. As determined by the City of Flagstaff Real Estate Manager and the USACE Review Appraiser, findings of omission or inadequacy, if any, will require clarification, editing, amendment, and/or correction to the report.
9. The opinion of-market value declared in an appraisal report may not be predicated upon highest and best uses that are speculative or conjectural. A highest and best use opinion requires showing reasonable probability that the land is both physically adaptable for such use and there is an economic need or demand for such use as of the date of value, or in the reasonably near future from the declared date of value. The appraiser's conclusion of highest and best use must be an *economic* use. A non-economic highest and best use, such as *conservation, natural lands, preservation* or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to estimate market value.
10. Essential in the appraiser's conclusion of highest and best use is the determination of *larger parcel*. It is the "larger parcel" that is the context for the highest and best use. All appraisal reports prepared for proposed acquisitions must include a clear declaration of the "*larger parcel*". Declaration of the "*larger parcel*" is required even if the UASFLA is not included as one of the applicable sets of appraisal standards for the appraisal assignment. Federal regulation at 49 CFR 24.103(a)(2)(i) requires a clear and adequate declaration of the total property being appraised. The appraiser must make a larger parcel determination in every appraisal conducted for any partial acquisition.– [See UASFLA 1.2.7.3.1.; and 1.4.6 for detailed explanation and definition of the term "larger parcel"].
11. The preferred method of adjusting comparable sales is through supported quantitative adjustments (percentage, \$/acre, etc.); qualitative adjustments (similar, inferior, or superior) are to be used only when the market variables cannot be quantified. Quantitative adjustments without support are unacceptable. When the appraiser must resort to qualitative analyses, support that is more extensive and discussion of the appraiser's reasoning why a comparable sale is similar, inferior, or superior to the subject property is required. *All adjustments must be supported by clear, appropriate, and credible analysis based on documented market research.* Mere references to undisclosed "trends," or reliance on the Appraiser's "opinion" or "judgment" without market support is an unacceptable practice. Market support includes, but is not limited to, discussions with buyers/sellers, potential investors, brokers, and others knowledgeable about the

market. The appraiser must also recognize that variances in sale prices may be caused by multiple factors and should not over adjust a comparable by double-counting overlapping items.

12. No regression analysis may be employed in the appraisal without prior discussion with, and acceptability of the use of such analysis indicated in writing by the City of Flagstaff Real Estate Manager and the USACE Review Appraiser.
13. Documentation of the comparable sales and other market data utilized in the appraisal must comply with the federal regulation requirements for reporting comparable sales and market data which can be found at 49 CFR 24.103.

Comment: The UASFLA (Yellow Book) incorporates the requirements of 49 CFR 24.103, and, contains in the UASFLA "Section 2 Appraisal Reporting", a more detailed explanation regarding acceptable documentation required for market data.

14. If sales to governmental entities, including sales to non-profit entities with the intention of transferring the sale property to a governmental entity, are included in the appraisal report, they are subject to extraordinary verification and treatment. They must be documented in accordance with the guidelines found in UASFLA Section 1.5.2.4. **Each of the issues identified at Section 1.5.2.4 must be specifically addressed when documenting the confirmation of any government sales or purchases in connection with their possible use as comparable sales.**
15. Color photographs and maps of comparable properties shall be included in the appraisal report, and addenda as appropriate. If access to comparable properties is not feasible, then aerial photographs will be accepted providing prior authorization is obtained from the City of Flagstaff Real Estate Manager and the USACE Review Appraiser. Aerial photographs will not be accepted if they are so dated that they do not accurately represent the property as it physically existed on the date of inspection. Any unusual property features must be photographed from ground level.
16. The appraisal report and all information furnished to the appraiser by the Non-Federal Sponsor client are the client's internal documents, and are to be considered confidential by the appraiser. All requests for information concerning the appraisal must be referred to the Non-Federal Sponsor client and the USACE Review Appraiser. The general public is not an intended user of the appraisal report; however, the appraiser must also be aware that the Freedom of Information Act, or a court's order, may result in the release of all or part of the appraisal report to others.
17. Should the appraiser receive confidential information, and find it necessary to rely on that information for the appraisal process, then the appraiser will contact the

City of Flagstaff Real Estate Manager and the USACE Review Appraiser in writing for instructions (email is acceptable). The City of Flagstaff Real Estate Manager and the USACE Review Appraiser will arrange to view the information and provide further instruction to the appraiser regarding handling and storage of, and reliance on, the confidential information.

18. When the appraiser has performed any services regarding the subject property within the three year (3) period preceding the **date of the agreement to perform** this appraisal assignment, he or she must appropriately disclose this information following the direction of the USPAP Ethics Rule, Conduct Section. This disclosure must be made with the proposal and also in the completed report. A declaration regarding whether any prior services were performed must be included in the Certificate of Appraiser.
19. Partial acquisitions sometimes result in AFTER position remainder tracts in which the property owner is left with an interest that has "*little or no value or utility to the owner*" (Please refer to 49 CFR 24.2(a)(27) and 24.102(k)). Part of the description and analysis of the AFTER position remainder tract shall include, if applicable, a clear identification of such remainders that may meet conditions to be classified as an "*Uneconomic Remainder*". While the formal classification of a remainder tract, or portion thereof, is a regulation-directed determination of the Acquiring Agency, the initial identification of a potential "*Uneconomic Remainder*" is to be performed as part of the appraisal process, and documented in the appraisal report.

[End of Statement of Work]

Attachment 2 – Standard Estates

EC 405-1-11
1 December 2004

8. CHANNEL IMPROVEMENT EASEMENT.

A perpetual and assignable right and easement to construct, operate, and maintain channel improvement works on, over and across (the land described in Schedule A) (Tracts Nos. _____, _____ and _____) for the purposes as authorized by the Act of Congress approved _____, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate: dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

14. TEMPORARY WORK AREA EASEMENT.

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. _____, _____ and _____), for a period not to exceed _____, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a ~~(borrow area)~~ (work area), including the right to ~~(borrow and/or deposit fill, spoil and waste material thereon)~~ (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the _____ Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

Attachment 3 – Spreadsheet

Assessor Parcel Number (APN)	Segment Map Sheet	Segment Map Tract #	Owner	Site Address	Land Area (Ac)	Zoning	Transect Zone	Flood Zoning	Description of Improvements	Description of Landscaping	Partial Acquisition AREA (SF)	Partial Acquisition AREA (Ac)	Type of Acquisition	Assessor Map in Parcel Folder	Property Info in Parcel Folder	Title Search in Parcel Folder	Legal Description & Exhibit in Parcel Folder	Aerial with Easement Overlay in Parcel Folder
PHASE I																		
100-44-002A	100-3	301E-1	BNSF Railway Company	No Situs Address	0.32	CS	T5	X, AE, Reg Floodway	None	Lightly Treed	435.60	0.01	Temporary Construction Easement	X	X	X	X	X
100-44-003E	100-3	301E	BNSF Railway Company	No Situs Address	1.35	CS	T5	AE, X	Train Tracks; Partial Visitor Center Building and Parking Lot	None	4,791.60	0.11	Channel Improvement Easement	X	X	X	X	X
101-27-001C	100-3	305E(1)	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	4.04	HC	T5	X	Train Tracks and vacant land	Dense trees/shrubs	3,920.40	0.09	Channel Improvement Easement	X	X	X	X	X
101-27-001C	100-3	305E(2)	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	4.04	HC	T5	X	Train Tracks and vacant land	Dense trees/shrubs	13,503.60	0.31	Channel Improvement Easement				X	X
101-27-001C	100-3	305E-1	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	4.04	HC	T5	X	Train Tracks and vacant land	Dense trees/shrubs	3,049.20	0.07	Temporary Construction Easement				X	X
101-27-001C	100-3	305E-2	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	4.04	HC	T5	X	Train Tracks and vacant land	Dense trees/shrubs	5,227.20	0.12	Temporary Construction Easement				X	X
101-27-001C	100-3	305E-3	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	4.04	HC	T5	X	Train Tracks and vacant land	Dense trees/shrubs	3,049.20	0.07	Temporary Construction Easement				X	X
101-27-002A	100-3	306E	BNSF Railway Company	128 E. Phoenix Ave. Flagstaff, AZ 86001	1.19	CS	T5	X	Vacant	Parking lot	8,276.40	0.19	Channel Improvement Easement	X	X	X	X	X
101-27-002A	100-3	306E-1	BNSF Railway Company	128 E. Phoenix Ave. Flagstaff, AZ 86001	1.19	CS	T5	X	Vacant	Parking lot	3,920.40	0.09	Temporary Construction Easement				X	X
101-27-002C	100-3	307E	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	0.78	Portion CS	T5	X	N/A	N/A	8,712.00	0.2	Channel Improvement Easement	X	X	X	X	X
101-27-002C	100-3	307E-1	BNSF Railway Company	101 E. Route 66Flagstaff, AZ 86001	0.78	Portion CS	T5	X	N/A	N/A	2,613.60	0.06	Temporary Construction Easement				X	X
104-07-007A	100-4	411E	BNSF Railway Company	No Situs Address	0.58	LI	N/A	X	Vacant	Trees	7,405.20	0.17	Channel Improvement Easement	X	X	X	X	X
104-07-007A	100-4	411E-1	BNSF Railway Company	No Situs Address	0.58	LI	N/A	X	Vacant	Trees	3,484.80	0.08	Temporary Construction Easement				X	X
104-07-007A	100-4	411E-2	BNSF Railway Company	No Situs Address	0.58	LI	N/A	X	Vacant	Trees	435.60	0.01	Temporary Construction Easement				X	X
104-01-094	100-4	401E-1	BNSF Railway Company	108 E. Elden St. Flagstaff, AZ 86001	0.49	LI	N/A	X	Railroad Operating Property	N/A	9,147.60	0.21	Temporary Construction Easement	X	X	X	X	X
104-01-094D	100-4	400E	BNSF Railway Company	No Situs Address	2.8	LI	N/A	X	Railroad Operating Property	N/A	9,583.20	0.22	Channel Improvement Easement	X	X	X	X	X
104-01-094D	100-4	400E-1	BNSF Railway Company	No Situs Address	2.8	LI	N/A	X	Railroad Operating Property	N/A	3,920.40	0.09	Temporary Construction Easement				X	X
104-01-094D	100-4	400E-2	BNSF Railway Company	No Situs Address	2.8	LI	N/A	X	Railroad Operating Property	N/A	3,049.20	0.07	Temporary Construction Easement				X	X
104-01-098A	100-4	402E	BNSF Railway Company	520 E. Brannen Ave. Flagstaff, AZ 86001	5.31	LI	N/A	X	Railroad Operating Property	N/A	64,468.80	1.48	Channel Improvement Easement	X	X	X	X	X
104-01-098A	100-4	402E-1	BNSF Railway Company	520 E. Brannen Ave. Flagstaff, AZ 86001	5.31	LI	N/A	X	Railroad Operating Property	N/A	10,018.80	0.23	Temporary Construction Easement				X	X
104-01-098A	100-4	402E-2	BNSF Railway Company	520 E. Brannen Ave. Flagstaff, AZ 86001	5.31	LI	N/A	X	Railroad Operating Property	N/A	12,632.40	0.29	Temporary Construction Easement				X	X
104-04-010	100-4	403E-1	BNSF Railway Company	426 E. Route 66Flagstaff, AZ 86001	4.39	LI	N/A	X	Train Tracks and vacant land	N/A	435.60	0.01	Temporary Construction Easement	X	X	X	X	X
104-04-010	100-4	403E-2	BNSF Railway Company	426 E. Route 66Flagstaff, AZ 86001	4.39	LI	N/A	X	Train Tracks and vacant land	N/A	2,613.60	0.06	Temporary Construction Easement				X	X
104-04-010	100-4	403E-3	BNSF Railway Company	426 E. Route 66Flagstaff, AZ 86001	4.39	LI	N/A	X	Train Tracks and vacant land	N/A	87.12	0.002	Temporary Construction Easement				X	X
104-04-010	100-4	403E-4	BNSF Railway Company	426 E. Route 66Flagstaff, AZ 86001	4.39	LI	N/A	X	Train Tracks and vacant land	N/A	435.60	0.01	Temporary Construction Easement				X	X
104-04-011C	100-4	404E	BNSF Railway Company	840 E. Butler Ave. Flagstaff, AZ 86001	8.27	LI	N/A	X	Railroad Operating Property	Trees	135,471.60	3.11	Channel Improvement Easement	X	X	X	X	X
104-04-011C	100-4	404E-1	BNSF Railway Company	840 E. Butler Ave. Flagstaff, AZ 86001	8.27	LI	N/A	X	Railroad Operating Property	Trees	1,306.80	0.03	Temporary Construction Easement	X	X	X	X	X
104-04-011C	100-4	404E-2	BNSF Railway Company	840 E. Butler Ave. Flagstaff, AZ 86001	8.27	LI	N/A	X	Railroad Operating Property	Trees	11,761.20	0.27	Temporary Construction Easement	X	X	X	X	X
104-04-011C	100-4	404E-3	BNSF Railway Company	840 E. Butler Ave. Flagstaff, AZ 86001	8.27	LI	N/A	X	Railroad Operating Property	Trees	9,147.60	0.21	Temporary Construction Easement	X	X	X	X	X
PHASE II																		
100-44-006A	TBD	TBD	BNSF Railway Company		1.47	HC	T5	AE, X, Reg Floodway			TBD	TBD	Channel Improvement Easement; and TCE	X		TBD	TBD	TBD
100-43-001C	TBD	TBD	BNSF Railway Company		0.99	HC	T5	AE, X, Reg Floodway?			TBD	TBD	Channel Improvement Easement; and TCE	X		TBD	TBD	TBD
100-44-001	TBD	TBD	BNSF Railway Company		1.34	HC	T5	AE, X, Reg Floodway?			TBD	TBD	Channel Improvement Easement; and TCE	X		TBD	TBD	TBD
100-44-002A	TBD	TBD	BNSF Railway Company		0.32	CS	T5	AE, X, Reg Floodway?			TBD	TBD	Channel Improvement Easement; and TCE	X		TBD	TBD	TBD
100-43-001 [1]	TBD	TBD	BNSF Railway Company		3.87	LI	N/A	AE,X			TBD	TBD	Channel Improvement Easement; and TCE	X		TBD	TBD	TBD

[1] To verify. Illustration indicates it is outside the area. Note APN 100-44-002A is also in Phase I.

Attachment 4 – Legal Descriptions (legal descriptions for Phase 2 to follow)

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 100-44-002A
TRACT: 300E-1

A portion of that BNSF Railway parcel lying within the Southeast quarter of Section 16, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 100, Map 44, Parcel 2A described as follows:

Commencing at the southeast corner of that parcel of land as described in Docket 1533, Page 56, Official Records of Coconino County, said point being in common with the westerly Right-of-Way line of South Beaver Street and the northerly Right-of-Way line of West Phoenix Avenue;

Thence along the easterly line of said parcel, and along said westerly Right-of-Way line, North 20°45'48" East, 189.91 feet (Basis of Bearing) to the southeast corner of said Assessor's Parcel Number 100-44-002A and the beginning of a non-tangent curve concave to the south having a radius of 3494.81 feet and a central angle of 0°14'45" and being subtended by a chord which bears North 68°40'53" West, 15.00 feet and the **TRUE POINT OF BEGINNING**;

Thence along the southerly line of said parcel, and westerly along said curve, 15.00 feet;

Thence leaving said southerly line, North 20°35'31" East, 20.44 feet to a point on the northerly line of said parcel and the beginning of a non-tangent curve concave to the south having a radius of 3122.29 feet and a central angle of 0°16'35" and being subtended by a chord which bears South 67°46'03" East, 15.07 feet;

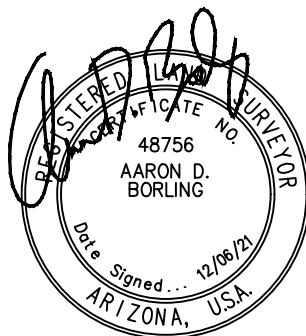
Thence along said northerly line, and easterly along said curve, 15.07 feet to the northeast corner of said parcel;

Thence along the easterly line of said parcel, and along said westerly Right-of-Way line, South 20°45'48" West, 20.20 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.01 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

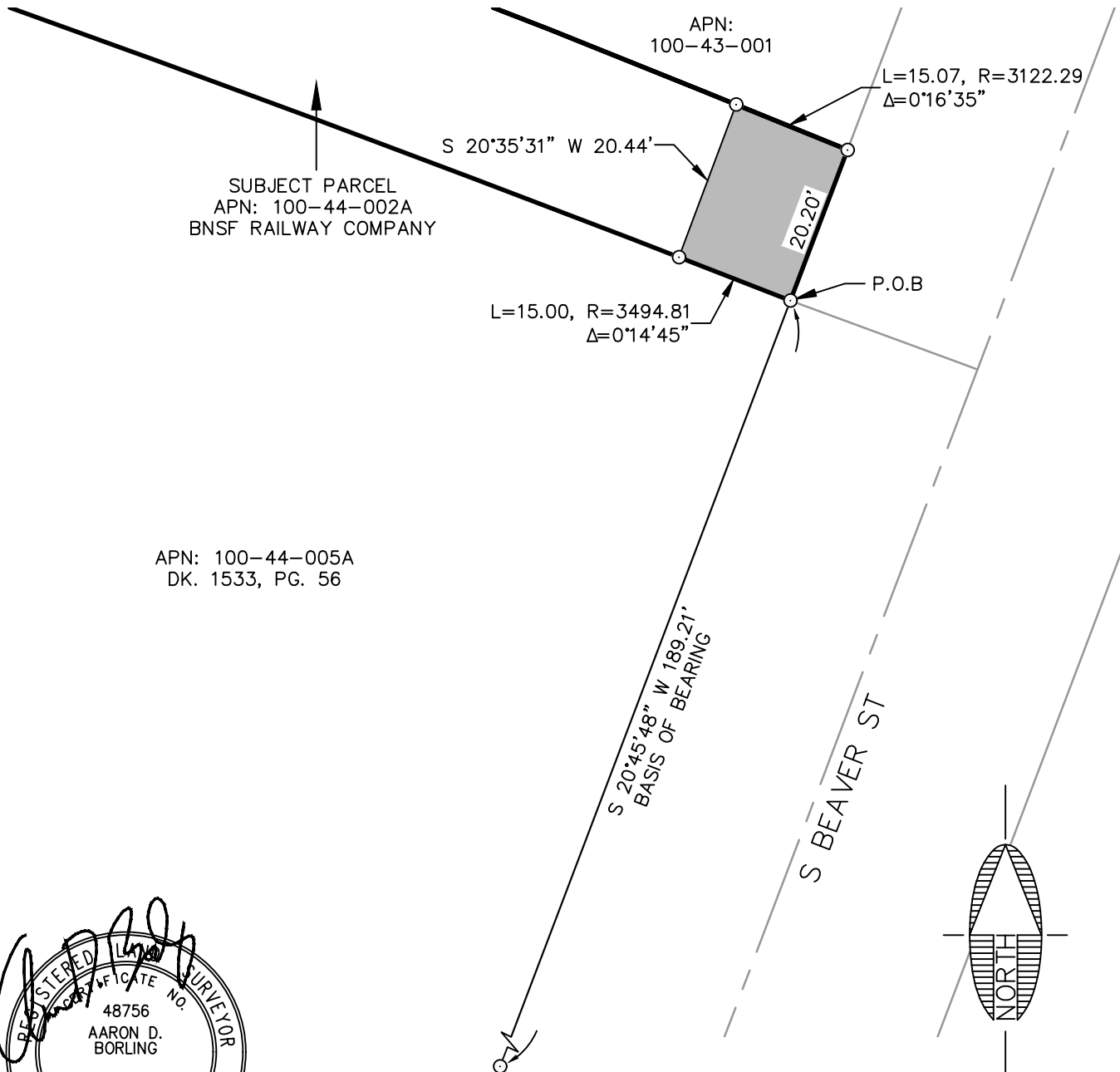
Descriptive Title

PLOTTED: Dec 01, 2021-3:53pm

FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS PHASE 1 2021-11\EXHIBITS\LOWER REACH TCE\EXHIBIT TCE 100-44-002A.DWG HSCHNOEBELE

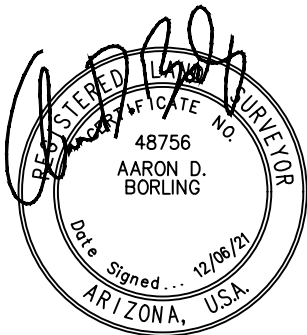
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SUBJECT PARCEL
APN: 100-44-002A
BNSF RAILWAY COMPANY

APN: 100-44-005A
DK. 1533, PG. 56



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	DEC 21
SCALE	1" = 20'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 100-44-002A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 100-44-003E

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southeast quarter of Section 16 and the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 100, Map 44, Parcel 003E described as follows:

Commencing at the southeast corner of that parcel of land as described in Instrument Number 3158373, Official Records of Coconino County, said point being in common with the westerly Right-of-Way line of South San Francisco Street and the northerly Right-of-Way line of East Phoenix Street;

Thence along said westerly Right-of-Way line, and along the easterly line of said parcel, North 20°55'30" East, 129.94 feet (Basis of Bearing) to the southeast corner of said Assessor's Parcel Number 100-44-003E and the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, and the easterly line of said Parcel, North 20°55'30" East, 20.23 feet;

Thence leaving said Right-of-Way line, and said easterly line, North 70°10'46" West, 20.00 feet;

Thence North 70°14'00" West, 138.04 feet;

Thence North 70°14'03" West, 392.10 feet to a point on the southerly line of said Parcel;

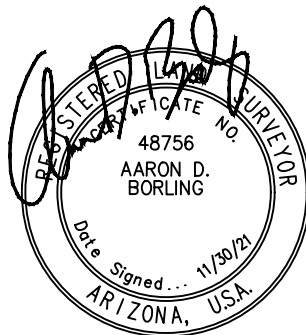
Thence along said southerly line, South 69°14'12" East, 169.93 feet;

Thence continuing along said southerly line, South 67°37'42" East, 380.23 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.11 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

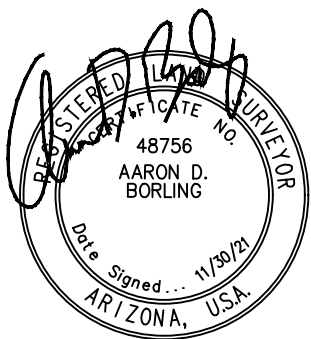
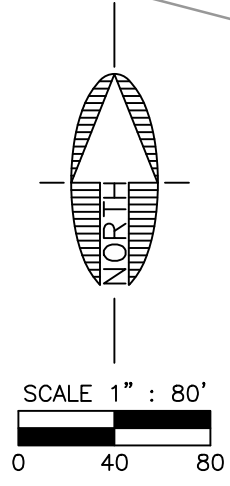
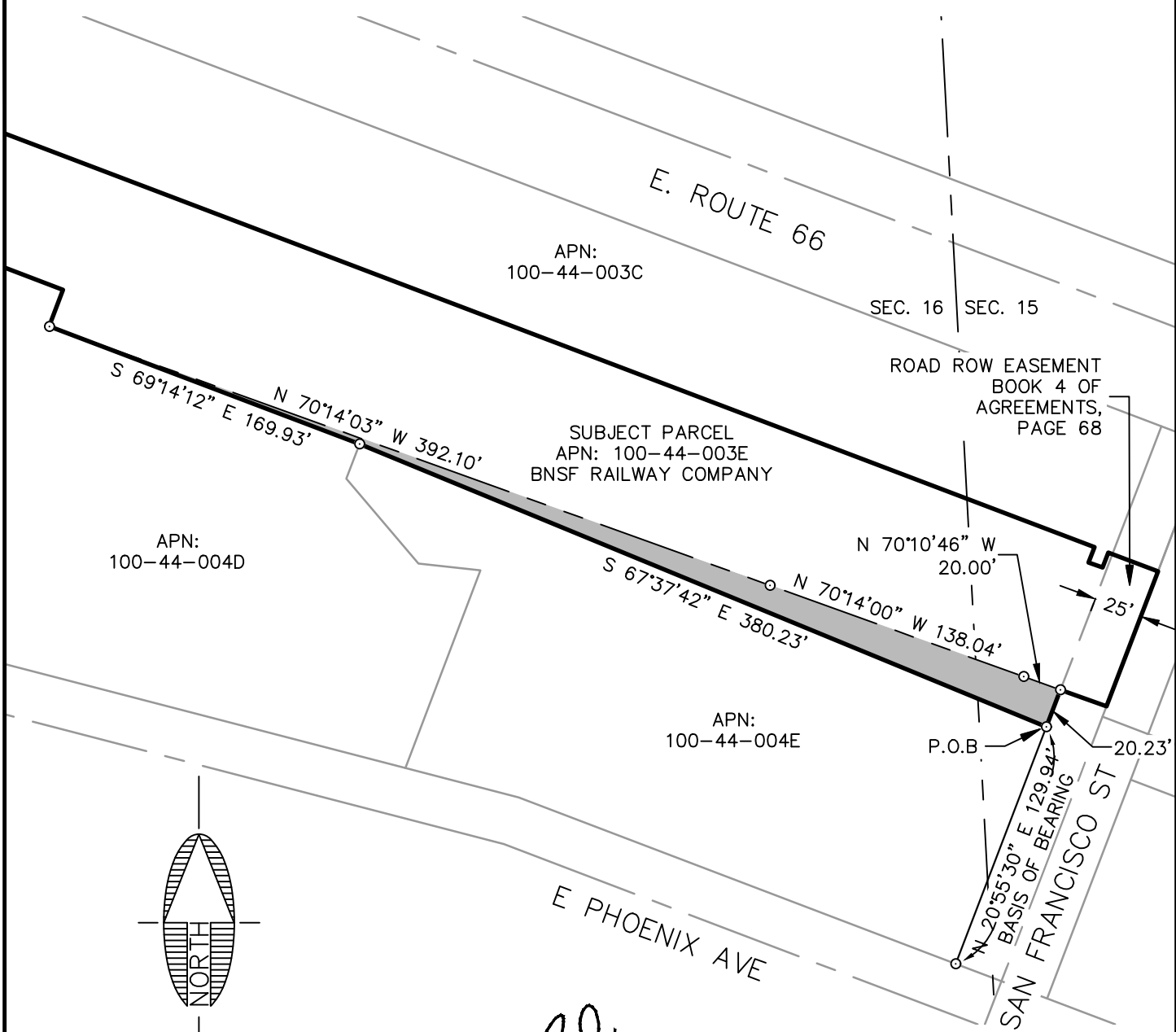
Descriptive Title

PLOTTED: Nov 30, 2021-9:14am

FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS PHASE 1 2021-11\EXHIBITS\LOWER REACH\EXHIBIT ROW 100-44-003E.DWG HSCHEIDBELEN

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 80' DRAWN HAS DESIGN CHECKED ADB	APN: 100-44-003E LEGAL EXHIBIT	FLAGSTAFF ARIZONA SHEET 2 OF 2
	Shephard & Associates, Inc.			SHEET 2 OF 2

EXHIBIT 'A'

LEGAL DESCRIPTION

**APN: 101-27-001C
305E(1), 305E(2)**

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 1C described as follows:

Commencing at the centerline intersection of South San Francisco Street and Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Route 66 bears North 20°55'30" East, 369.65 feet (Basis of Bearing);

Thence along said centerline of South San Francisco Street, North 20°55'30" East, 169.94 feet to the southwest corner of said Parcel, and the **TRUE POINT OF BEGINNING**;

Thence along the west line of said parcel, and continuing along said centerline, North 20°55'30" East, 5.67 feet;

Thence leaving said west line and said centerline, South 70°10'46" East, 365.79 feet;

Thence South 67°38'13" East, 32.51 feet;

Thence South 64°18'28" East, 10.17 feet;

Thence South 61°58'50" East, 20.16 feet;

Thence South 59°04'12" East, 17.21 feet;

Thence South 56°48'26" East, 11.90 feet;

Thence South 55°52'45" East, 87.60 feet;

Thence South 59°38'33" East, 44.63 feet;

Thence South 63°24'21" East, 27.30 feet;

Thence North 16°13'15" East, 27.58 feet;

Thence South 67°30'17" East, 34.37 feet to the beginning of a non-tangent curve concave to the east having a radius of 32.04 feet and a central angle of 67°05'17" and being subtended by a chord which bears South 06°43'37" East, 35.41 feet;

Thence southeasterly along said curve, 37.52 feet;

Thence South 63°24'21" East, 247.65 feet to a point on the south line of said parcel, said point being in common with the south line of said Section 15;

Thence along said south line and said section line, South 89°29'02" West, 87.78 feet;

Thence leaving said south line and said section line, North 63°24'21" West, 226.83 feet to a point on the southwest line of said parcel;

Thence along said southwest line, North 31°20'42" West, 51.58 feet;

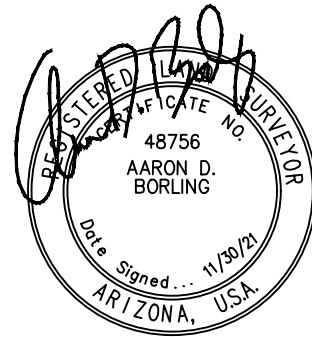
Thence continuing along said southwest line, North 48°29'45" West, 100.00 feet;

Thence continuing along said southwest line, North 69°10'22" West, 466.57 feet to **THE TRUE POINT OF BEGINNING.**

Containing 0.40 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

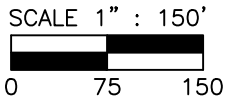
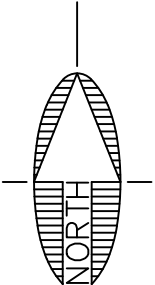
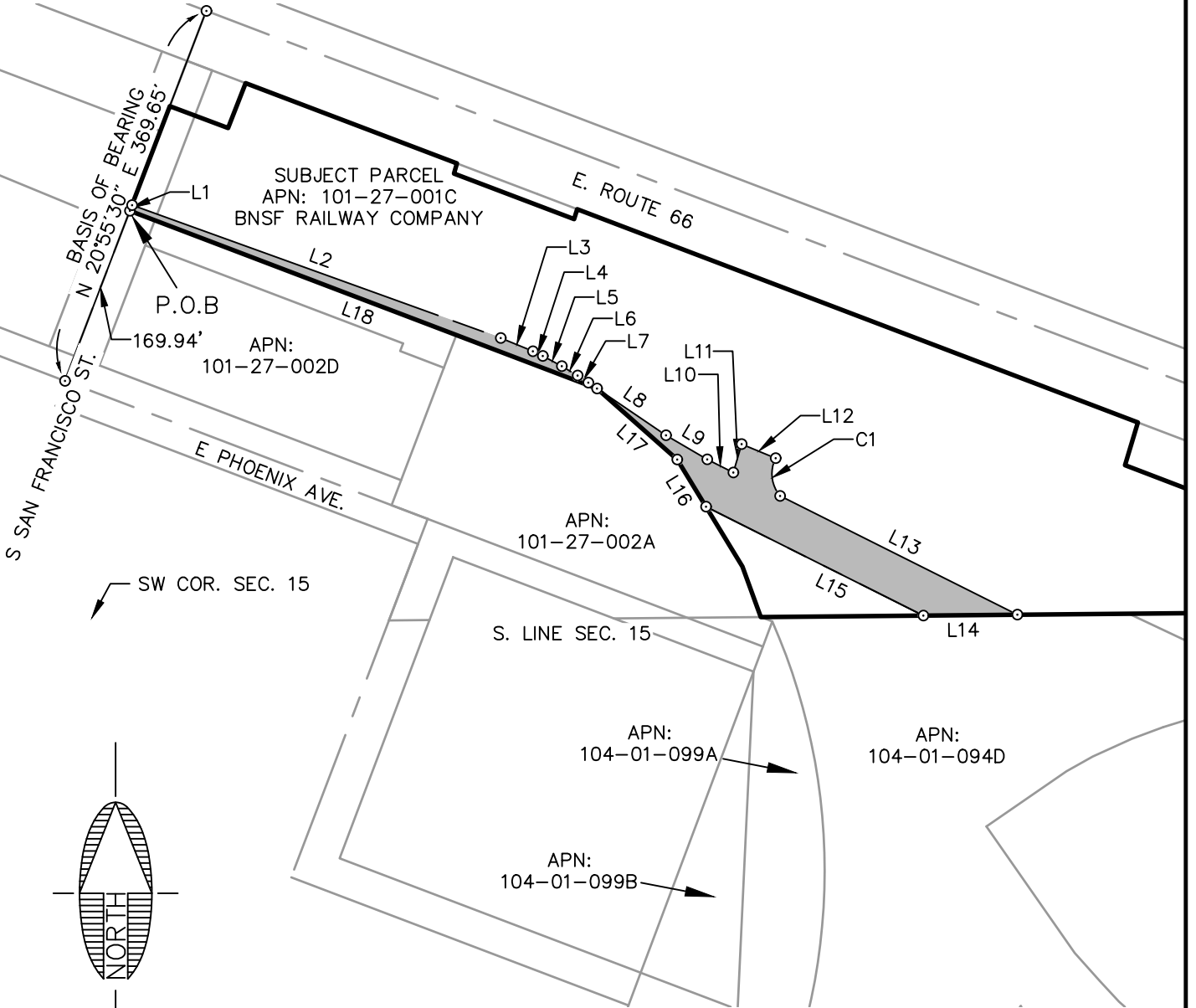


City File No.

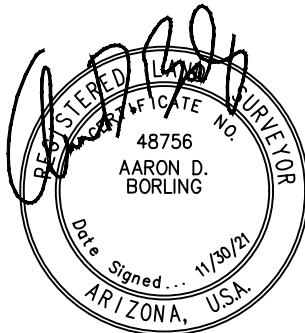
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

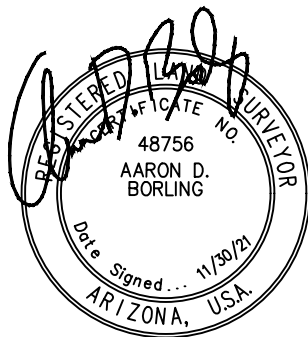
DESCRIPTIVE TITLE: _____

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	5.67	N 20°55'30" E
L2	365.79	S 70°10'46" E
L3	32.51	S 67°38'13" E
L4	10.17	S 64°18'28" E
L5	20.16	S 61°58'50" E
L6	17.21	S 59°04'12" E
L7	11.90	S 56°48'26" E
L8	87.60	S 55°52'45" E
L9	44.63	S 59°38'33" E
L10	27.30	S 63°24'21" E
L11	27.58	N 16°13'15" E
L12	34.37	S 67°30'17" E
L13	247.65	S 63°24'21" E
L14	87.78	S 89°29'02" W
L15	226.83	N 63°24'21" W
L16	51.58	N 31°20'42" W
L17	100.00	N 48°29'45" W
L18	466.57	N 69°10'22" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	37.52	32.04	67°05'17"



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard & Associates, Inc.

JOB NO.	04473
DATE	NOV 21
SCALE	
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 101-27-001C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

4

OF 4

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 101-27-001C
TRACT: 305E-1, 305E-2, 305E-3

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 1C described as follows:

Parcel 1:

Commencing at the centerline intersection of South San Francisco Street and Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Route 66 bears North 20°55'30" East, 369.65 feet (Basis of Bearing);

Thence along said centerline of South San Francisco Street, North 20°55'30" East, 169.94 feet to the southwest corner of said parcel;

Thence along the southerly line of said parcel, South 69°10'22" East, 466.57 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said southerly line, North 55°50'01" West, 9.89 feet;

Thence North 59°04'12" West, 17.21 feet;

Thence North 28°01'10" East, 10.04 feet;

Thence South 66°04'56" East, 36.29 feet;

Thence South 55°52'45" East, 80.02 feet;

Thence South 59°38'33" East, 44.63 feet;

Thence South 63°24'21" East, 12.75 feet;

Thence North 26°35'39" East, 11.05 feet;

Thence South 67°30'17" East, 9.61 feet to a point hereinafter referred to as 'Point A';

Thence South 16°13'15" West, 27.58 feet;

Thence North 63°24'21" West, 27.30 feet;

Thence North 59°38'33" West, 44.63 feet;

Thence North 55°52'45" West, 77.72 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.07 Acres, more or less.

Parcel 2:

Commencing from the aforementioned 'Point A';

Thence South 67°30'17" East, 34.37 feet to the **TRUE POINT OF BEGINNING;**

Thence South 67°30'17" East, 51.30 feet;

Thence South 36°41'58" East, 39.74 feet;

Thence South 63°24'21" East, 210.51 feet to a point on the south line of said parcel, said point being in common with the south line of said Section 15;

Thence along said south line, South 89°29'02" West, 33.78 feet to a point on said south line, hereafter referred to as 'Point B';

Thence leaving said south line, North 63°24'21" West, 247.65 feet to the beginning of a non-tangent curve concave to the east having a radius of 32.04 feet and a central angle of 67°05'17" and being subtended by a chord which bears North 06°43'38" West, 35.41 feet;

Thence northerly along said curve, 37.52 feet to the **TRUE POINT OF BEGINNING;**

Containing 0.12 Acres, more or less.

Parcel 3:

Commencing from the aforementioned 'Point B';

Thence continuing along said south line, South 89°29'02" West, 87.78 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said south line, South 89°29'02" West, 34.78 feet;

Thence leaving said south line, North 63°24'21" West, 170.57 feet to a point on the southwesterly line of said parcel;

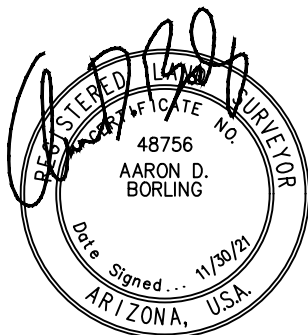
Thence along said southwesterly line, North 31°20'42" West, 29.86 feet;

Thence leaving said southwesterly line, South 63°24'21" East, 226.83 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.07 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

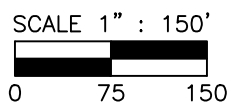
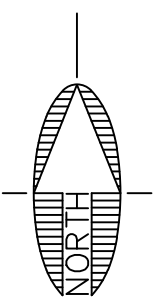
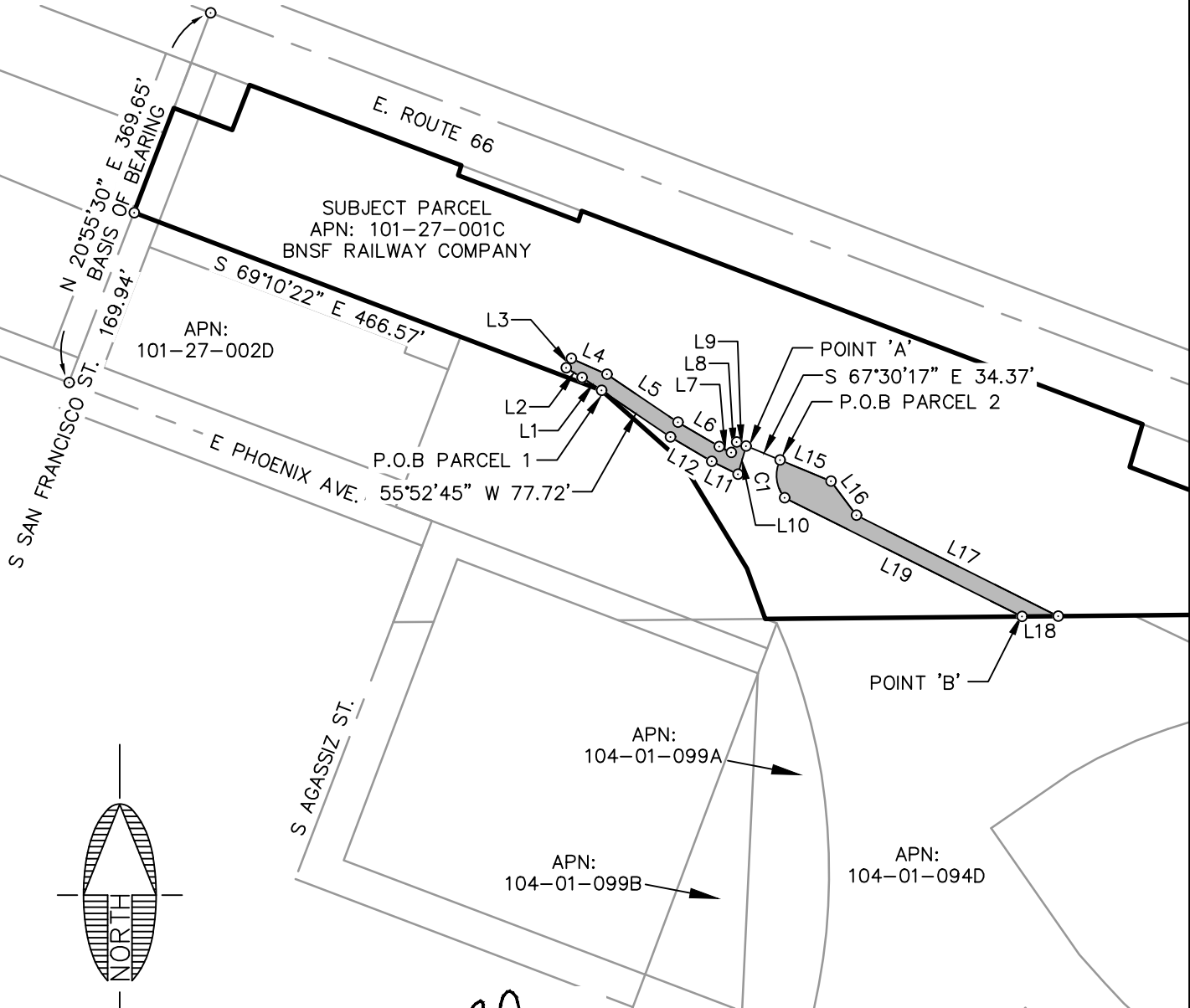
Descriptive Title

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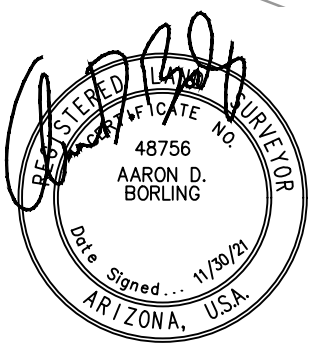
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 150'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 101-27-001C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

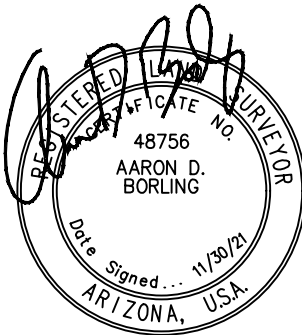
SHEET
3
OF 5

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	9.89	N 55°50'01" W
L2	17.21	N 59°04'12" W
L3	10.04	N 28°01'10" E
L4	36.29	S 66°04'56" E
L5	80.02	N 55°52'45" W
L6	44.63	S 59°38'33" E
L7	12.75	S 63°24'21" E
L8	11.05	N 26°35'39" E
L9	9.61	S 67°30'17" E
L10	27.58	S 16°13'15" W
L11	27.30	N 63°24'21" W
L12	44.63	N 59°38'33" W
L15	51.30	S 67°30'17" E
L16	39.74	S 36°41'58" E
L17	210.51	S 63°24'21" E
L18	33.78	S 89°29'02" W
L19	247.65	N 63°24'21" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	37.52	32.04	67°05'17"



NOTE:
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CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



Shephard & Associates, Inc.

110 W. Dale Avenue
 Flagstaff, AZ 86001
 928.773.0354
 928.774.8934 fax
 www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	
DRAWN	JEE
DESIGN	
CHECKED	ADB

APN: 101-27-001C

FLAGSTAFF
 ARIZONA

LEGAL EXHIBIT

SHEET

4

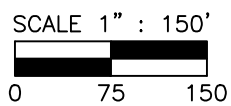
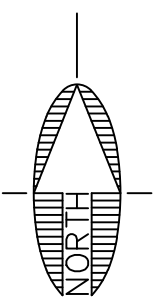
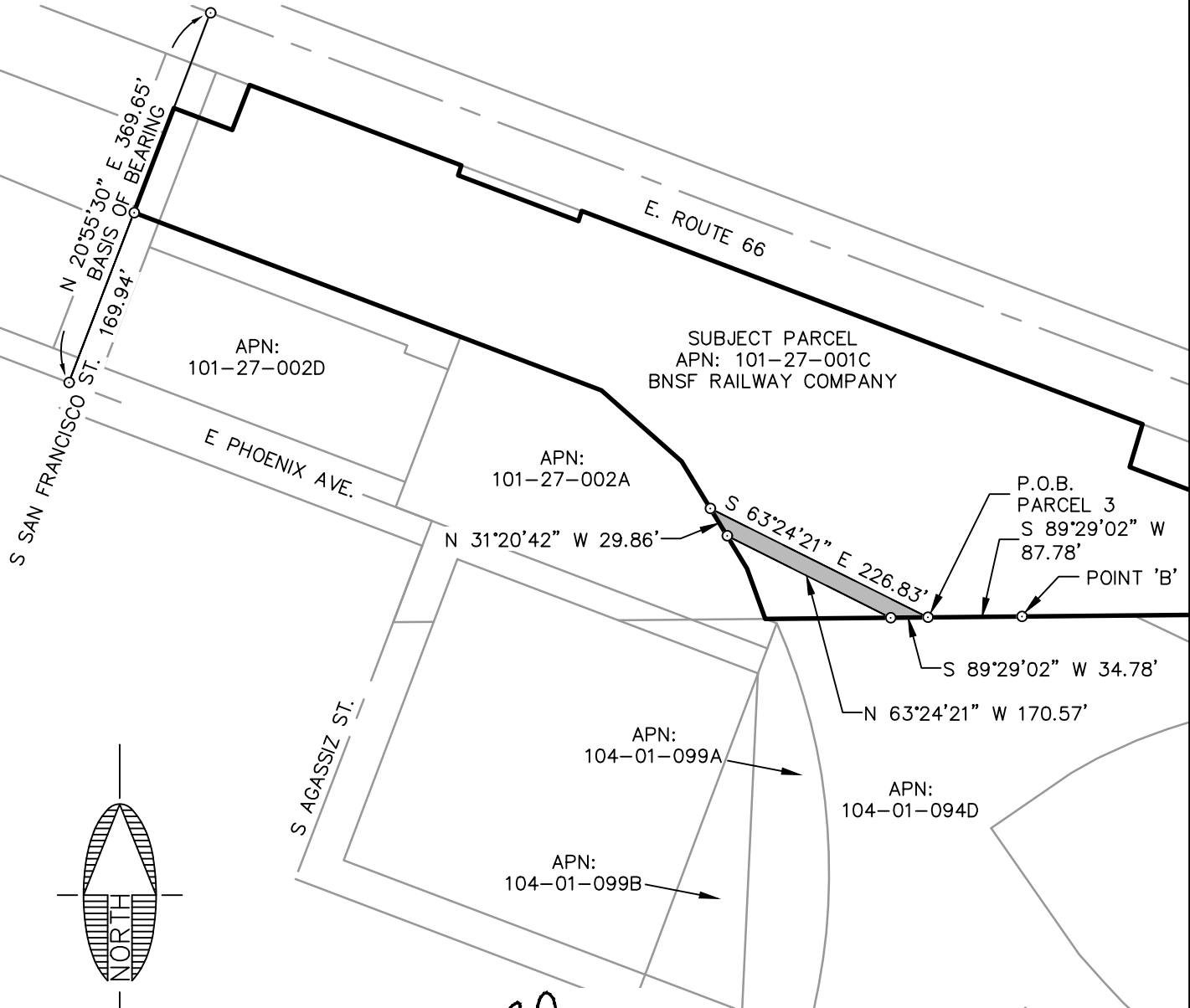
OF 5

PLOTTED: Nov 02, 2021-2:48pm

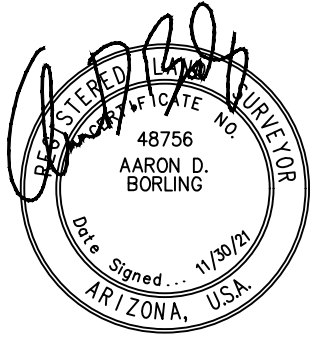
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 150'
DRAWN	JEE
DESIGN	
CHECKED	ADB

APN: 101-27-001C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
5
OF 5

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 101-27-002A

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 2A described as follows:

Commencing at the centerline intersection of South Agassiz Street and East Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Phoenix Avenue bears North 69°10'22" West, 362.32 feet (Basis of Bearing);

Thence along said centerline of East Phoenix Street, North 69°10'22" West, 35.98 feet to a point on the westerly line of said Parcel;

Thence along the westerly line of said Parcel, North 20°51'04" East, 141.31 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 20°51'04" East, 28.63 feet to the northwest corner of said Parcel;

Thence along the northerly line of said Parcel, South 69°10'22" East, 140.46 feet;

Thence continuing along said northerly line, South 48°29'45" East, 100.00 feet;

Thence continuing along said northerly line, South 31°20'42" East, 51.58 feet;

Thence leaving said northerly line, North 63°24'21" West, 20.08 feet;

Thence North 59°38'33" West, 47.26 feet;

Thence North 55°52'45" West, 88.59 feet;

Thence North 56°48'26" West, 10.78 feet;

Thence North 59°04'12" West, 15.40 feet;

Thence North 61°58'50" West, 18.33 feet;

Thence North 64°18'28" West, 8.19 feet;

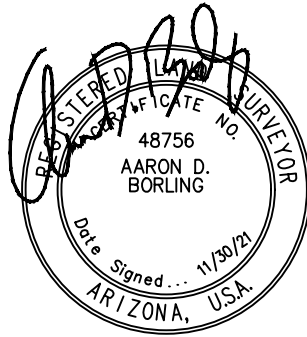
Thence North 67°38'13" West, 30.45 feet;

Thence North 70°12'53" West, 39.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.19 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

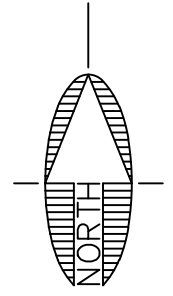
Descriptive Title

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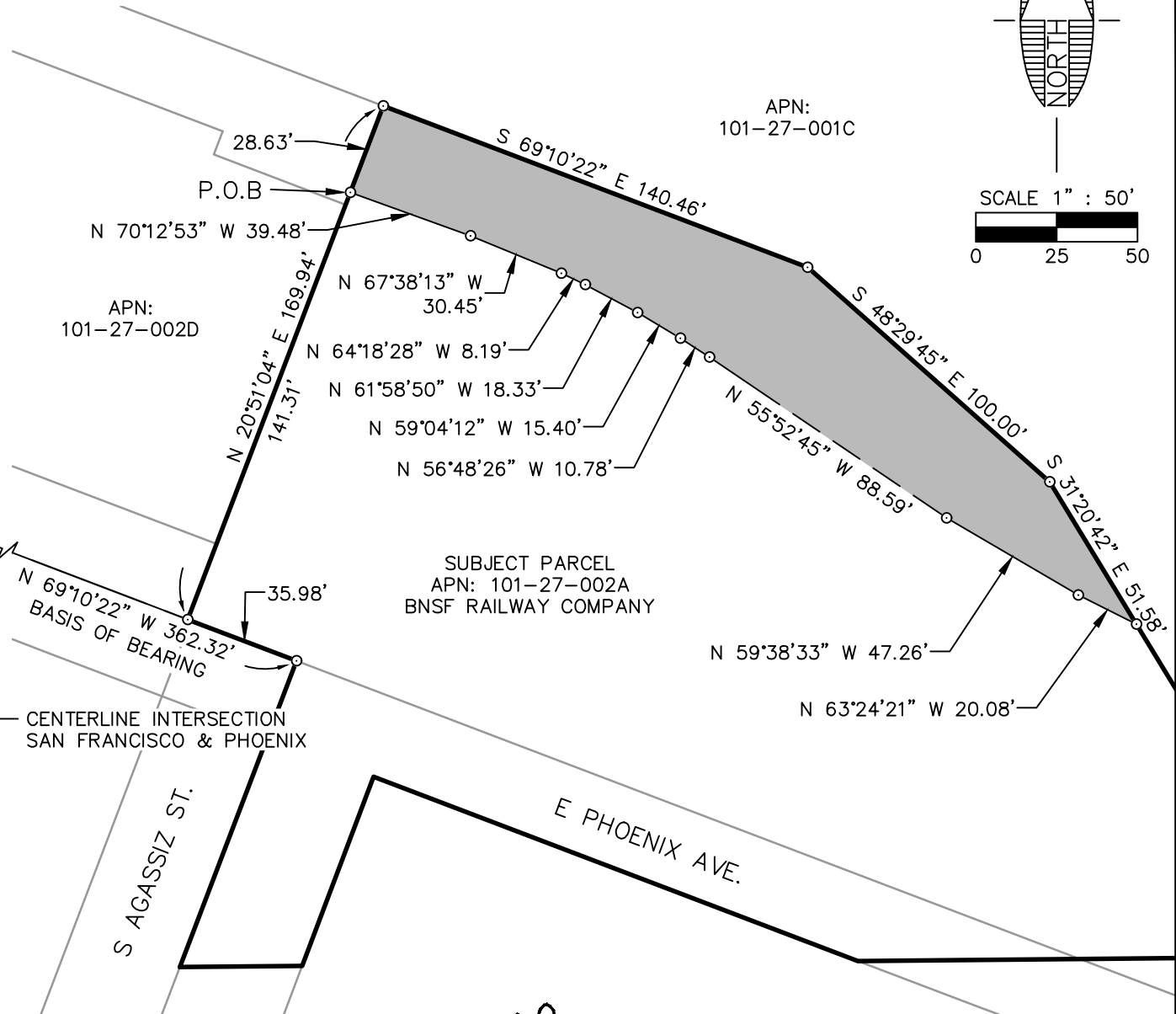
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

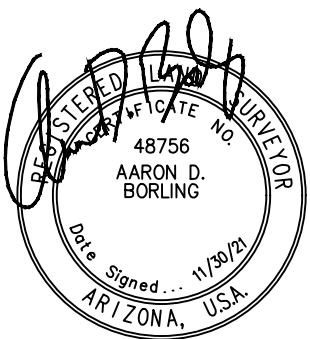


SCALE 1" : 50'
0 25 50



SUBJECT PARCEL
APN: 101-27-002A
BNSF RAILWAY COMPANY

CENTERLINE INTERSECTION
SAN FRANCISCO & PHOENIX



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 50'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 101-27-002A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
3
OF 3

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 101-27-002A
TRACT: 306E-1

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 2A described as follows:

Commencing at the centerline intersection of South Agassiz Street and East Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Phoenix Avenue bears North 69°10'22" West, 362.32 feet (Basis of Bearing);

Thence along said centerline of East Phoenix Street, North 69°10'22" West, 35.98 feet to a point on the westerly line of said Parcel;

Thence along the westerly line of said Parcel, North 20°51'04" East, 141.31 feet

Thence leaving said westerly line, South 70°12'53" East, 35.07 feet to the **TRUE POINT OF BEGINNING**;

Thence South 70°12'53" East, 4.41 feet to the beginning of a tangent curve concave to the south, having a radius of 950.30 feet and a central angle of 02°19'46";

Thence along said curve, 38.64 feet, to the beginning of a tangent curve concave to the south having a radius of 363.91 feet and a central angle of 05°18'42";

Thence along said curve, 33.74 feet;

Thence South 56°00'35" East, 76.58 feet;

Thence South 55°52'45" East, 22.80 feet; □

Thence South 59°38'33" East, 47.26 feet;

Thence South 63°24'21" East, 20.08 feet to a point on the northerly line of said parcel;

Thence along said northerly line, South 31°20'42" East, 29.86 feet;

Thence leaving said northerly line, North 63°24'21" West, 45.53 feet;

Thence North 59°38'33" West, 47.46 feet;

Thence North 55°53'42" West, 88.61 feet;

Thence North 60°24'36" West, 52.31 feet;

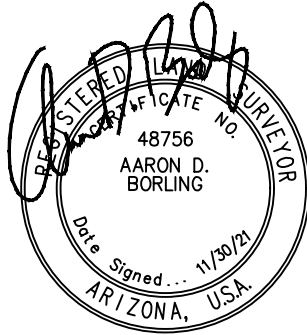
Thence North 67°51'23" West, 32.96 feet;

Thence North 19°47'07" East, 15.76 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.09 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

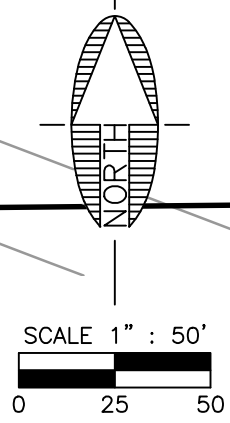
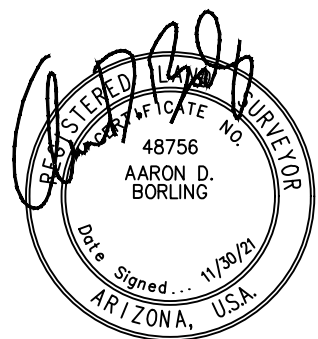
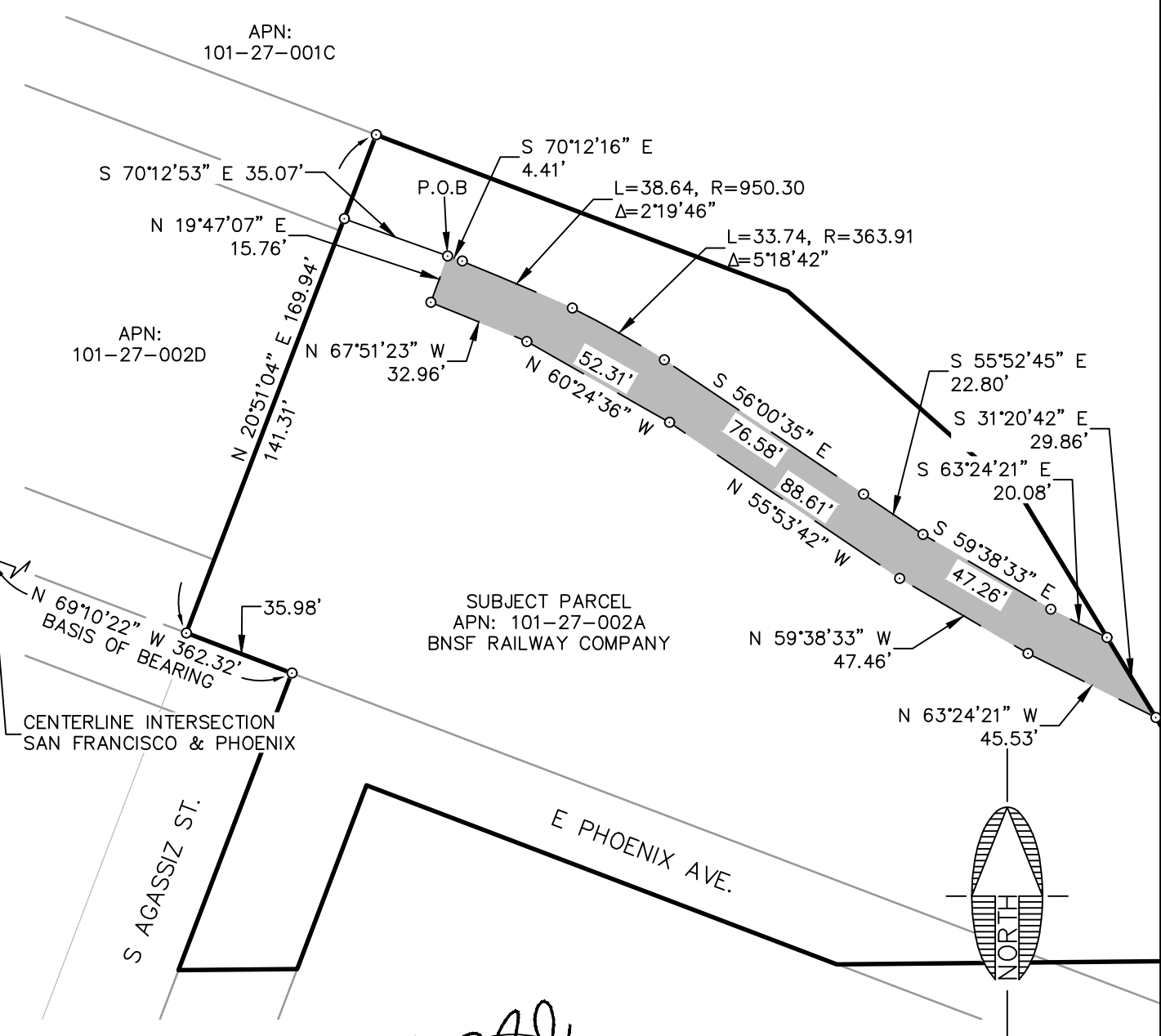
Descriptive Title

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
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RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____


 Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 50' DRAWN HAS DESIGN CHECKED ADB	APN: 101-27-002A FLAGSTAFF ARIZONA	SHEET 3 OF 3
	LEGAL EXHIBIT			

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 101-27-002C

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 2C described as follows:

Commencing at the centerline intersection of South San Francisco Street and Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Route 66 bears North 20°55'30" East, 369.65 feet (Basis of Bearing);

Thence along said centerline of South San Francisco Street, and the westerly line of said parcel, North 20°55'30" East, 135.38 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said centerline, and said westerly line, North 20°55'30" East, 34.56 feet to the northwest corner of said parcel;

Thence along the northerly line of said Parcel, South 69°10'22" East, 326.11 feet to the northeast corner of said parcel;

Thence along the easterly line of said parcel, South 20°51'04" West, 28.63 feet;

Thence leaving said easterly line, North 70°12'53" West, 43.68 feet to a point on the southerly line of said parcel;

Thence along said southerly line, North 20°49'38" East, 4.43 feet;

Thence continuing along said southerly line, North 69°10'22" West, 257.48 feet to a point on the easterly line of said parcel;

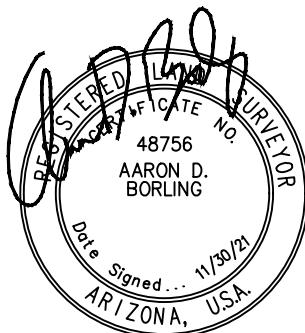
Thence along said easterly line, South 20°55'30" West, 9.11 feet;

Thence leaving said easterly line, North 70°12'53" West, 24.99 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.20 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

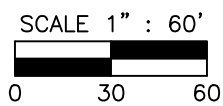
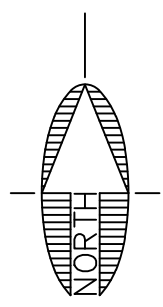
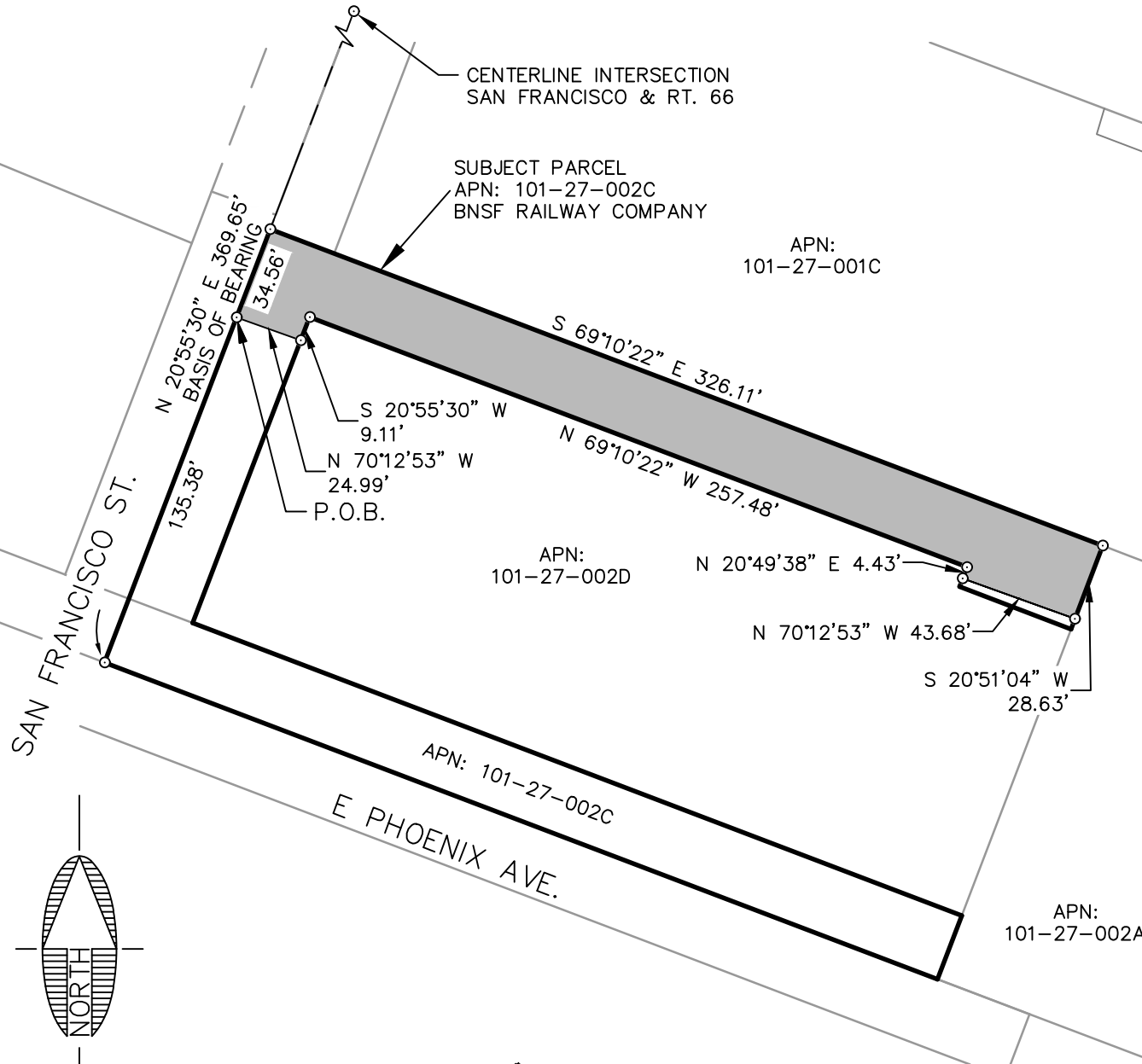
Descriptive Title

PLOTTED: Nov 04, 2021-3:23pm

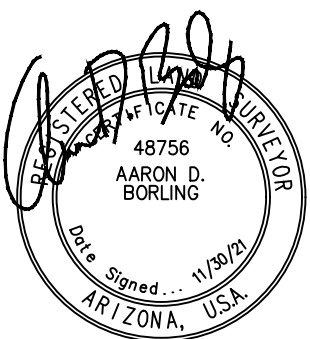
FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT ROW 101-27-002C.DWG HSCHOEBELEN

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473	APN: 101-27-002C	FLAGSTAFF ARIZONA	SHEET
		DATE NOV 21			2
		SCALE 1" = 60'			
		DRAWN HAS			
	DESIGN				
	CHECKED ADB				OF 2

LEGAL EXHIBIT

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 101-27-002C

TRACT: 307E-1

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Southwest quarter of Section 15, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 101, Map 27, Parcel 2C described as follows:

Commencing at the centerline intersection of South San Francisco Street and Phoenix Avenue as shown on the Revised Plat of the Brannen Addition to Flagstaff, Book 1 of Maps, Page 42, Official Records of Coconino County, from which the centerline intersection of South San Francisco Street and East Route 66 bears North 20°55'30" East, 369.65 feet (Basis of Bearing);

Thence along said centerline of South San Francisco Street, and the westerly line of said parcel, North 20°55'30" East, 24.99 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said centerline, and said westerly line, North 20°55'30" East, 110.38 feet to the northwest corner of said parcel;

Thence South 70°12'53" East, 24.99 feet to a point on the easterly parcel line;

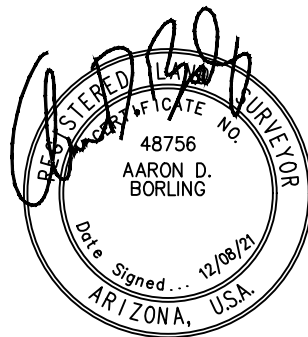
Thence along said easterly parcel line South 20°55'30" West, 110.84 feet;

Thence leaving said easterly line, North 69°09'56" West, 24.99 feet to a point on the westerly line of said parcel and the **TRUE POINT OF BEGINNING**.

Containing 0.06 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

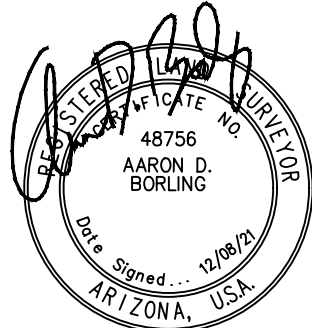
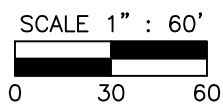
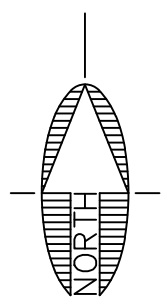
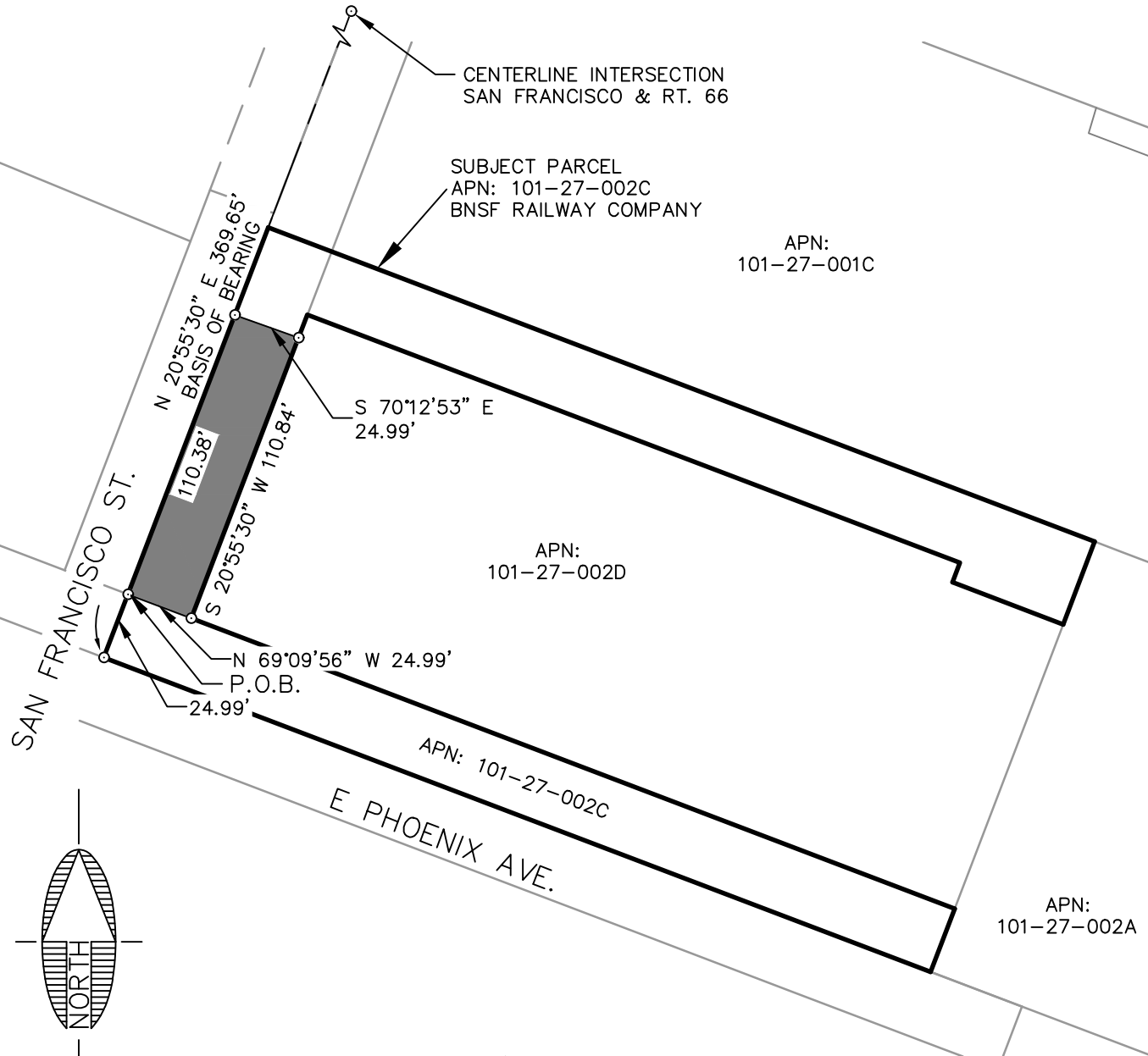
Descriptive Title

PLOTTED: Dec 08, 2021-10:06am

FILE: P:\2004\04473\SURVEY\LEGALS\LEGAL DESCRIPTIONS PHASE 1 2021-11\EXHIBITS\LOWER REACH TCE\EXHIBIT TCE 101-27-002C.DWG HSCHNOEBELE

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE DEC 21 SCALE 1" = 60' DRAWN HAS DESIGN CHECKED ADB	APN: 101-27-002C	FLAGSTAFF ARIZONA	SHEET 2 OF 2
	LEGAL EXHIBIT				

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-07-007A

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station grounds lying within the Northeast quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 7, Parcel 7A described as follows:

Commencing at the southerly corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northwest corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the west line of said Parcel, North 00°00'01" West, 238.48 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said mid-section line, and said west line, North 00°00'01" West, 131.29 feet to the beginning of a non-tangent curve concave to the north having a radius of 349.50 feet and a central angle of 12°06'31" and being subtended by a chord which bears South 68°04'16" East 73.72 feet;

Thence leaving said mid-section line, and said west line, and southeasterly along said curve, 73.86 feet to a point on the easterly line of said Parcel;

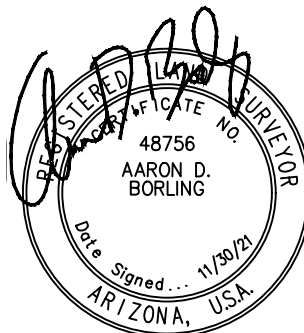
Thence along said easterly line, South 11°14'57" West, 120.29 feet to the beginning of a non-tangent curve concave to the north having a radius of 469.50 feet and a central angle of 5°45'10" and being subtended by a chord which bears North 72°25'58" West 47.12 feet;

Thence northwesterly along said curve, 47.14 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.17 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

Descriptive Title

PLOTTED: Nov 04, 2021-5:07pm

FILE: P:\2004\04473\SURVEY\LEGAL\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT ROW 104-07-007A.DWG HSCHNOEBELE

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

SUBJECT PARCEL
APN: 104-07-007A
BNSF RAILWAY COMPANY

APN:
104-07-008

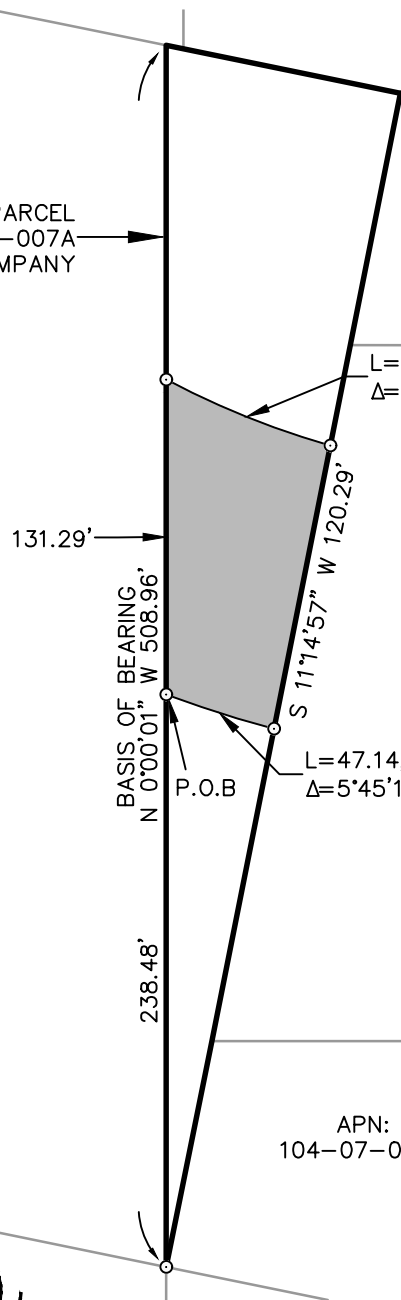
APN:
104-04-011C

APN:
104-07-007C

APN:
104-07-005R

APN:
104-07-007E

BUTLER AVE.

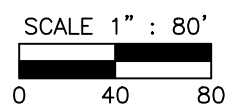
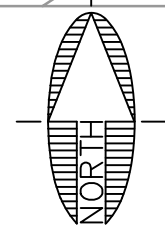


BASIS OF BEARING
N 0°00'01\" W 508.96'

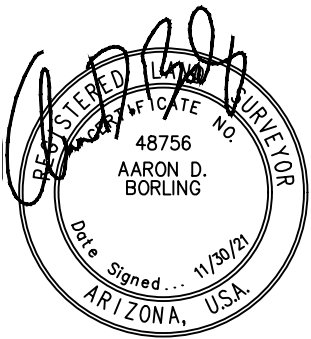
P.O.B

L=73.86, R=349.50
 $\Delta=12^{\circ}06'31''$

L=47.14, R=469.50
 $\Delta=5^{\circ}45'10''$



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 80'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-07-007A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
2
OF 2

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION
APN: 104-07-007A
TRACT: 411E-1, 411E-2

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station grounds lying within the Northeast quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 7, Parcel 7A described as follows:

Parcel 1:

Commencing at the southerly corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northwest corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the west line of said Parcel, North 00°00'01" West, 369.77 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said mid-section line, and said west line, North 00°00'01" West, 55.00 feet;

Thence leaving said mid-section line, and said west line, South 73°06'05" East, 32.83 feet;

Thence South 12°52'34" East, 31.91 feet;

Thence South 89°55'37" East, 38.19 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 11°14'57" West, 42.65 feet to the beginning of a non-tangent curve concave to the north having a radius of 349.50 feet and a central angle of 12°06'31" and being subtended by a chord which bears North 68°04'16" West 73.72 feet;

Thence northwesterly along said curve, 73.86 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.08 Acres, more or less.

Parcel 2:

Commencing at the southerly corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northwest corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the west line of said Parcel, North 00°00'01" West, 233.15 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said mid-section line, and said west line, North 00°00'01" West, 5.33 feet to the beginning of a non-tangent curve concave to the north having a radius of 469.50 feet and a central angle of 05°45'10" and being subtended by a chord which bears South 72°25'58" East 47.12 feet;

Thence leaving said mid-section line, and said west line, and along said curve, 47.14 feet to a point on the easterly line of said parcel;

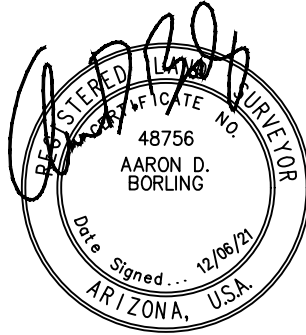
Thence along said easterly line, South 11°14'57" West, 5.01 feet to the beginning of a non-tangent curve concave to the north having a radius of 474.50 feet and a central angle of 05°33'51" and being subtended by a chord which bears North 72°33'48" West 46.06 feet;

Thence westerly along said curve, 46.08 feet to the **TRUE POINT OF BEGINNING.**

Containing 0.01 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

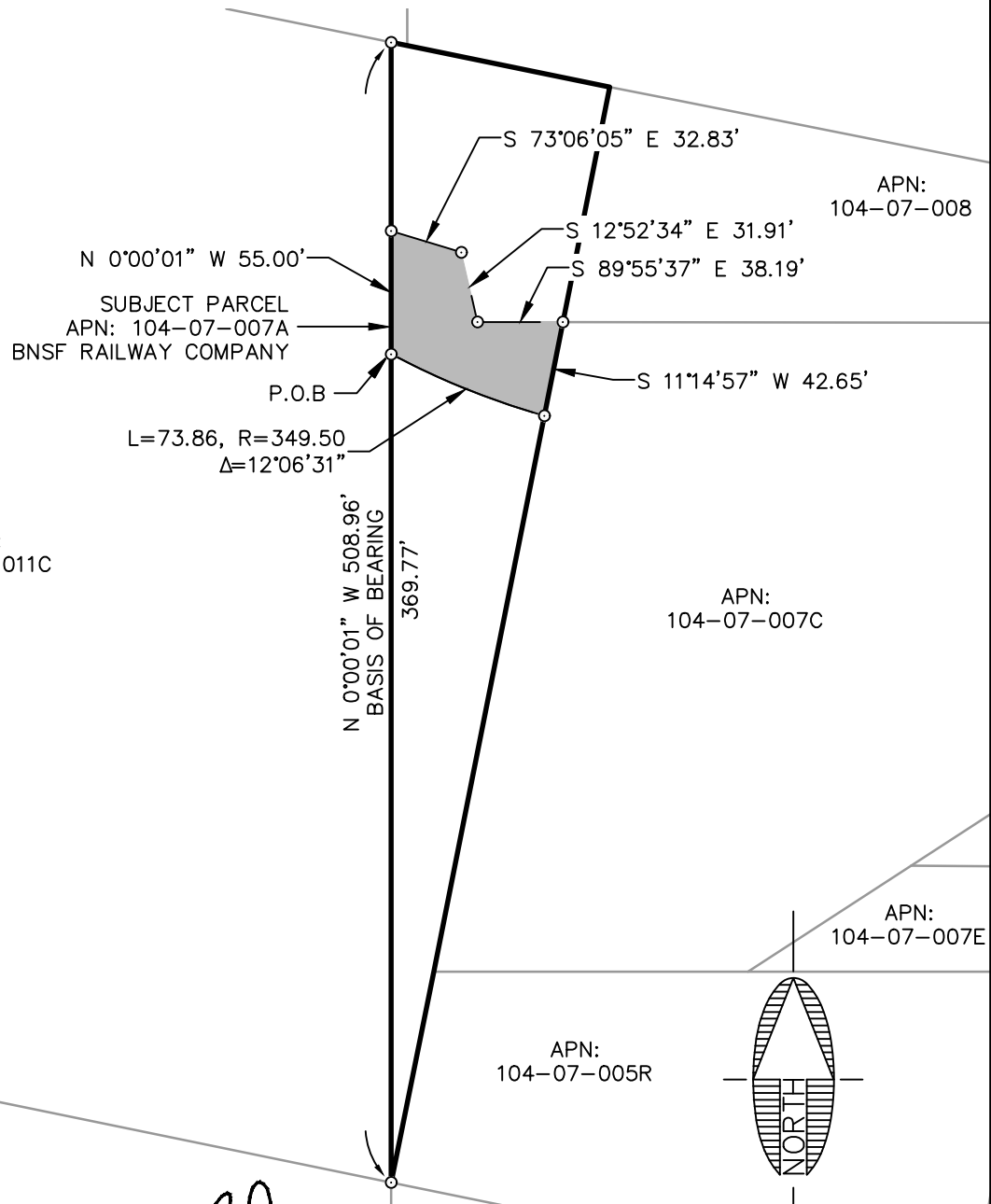
Descriptive Title

PLOTTED: Nov 08, 2021-2: 35pm

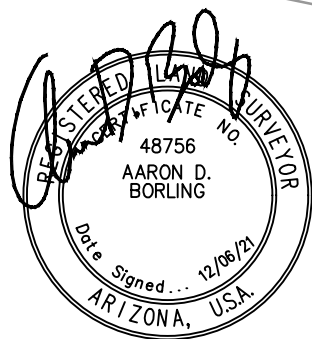
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO. 04473	APN: 104-07-007A	FLAGSTAFF ARIZONA
DATE NOV 21		
SCALE 1" = 80'		
DRAWN JEE		
DESIGN		
CHECKED ADB		

SHEET
3
OF 4

PLOTTED: Nov 08, 2021-2:36pm

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH TCE\EXHIBIT TCE 104-07-007A 2.DWG HSCHOEBELE

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

SUBJECT PARCEL
APN: 104-07-007A
BNSF RAILWAY COMPANY

APN:
104-07-008

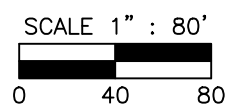
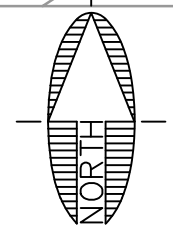
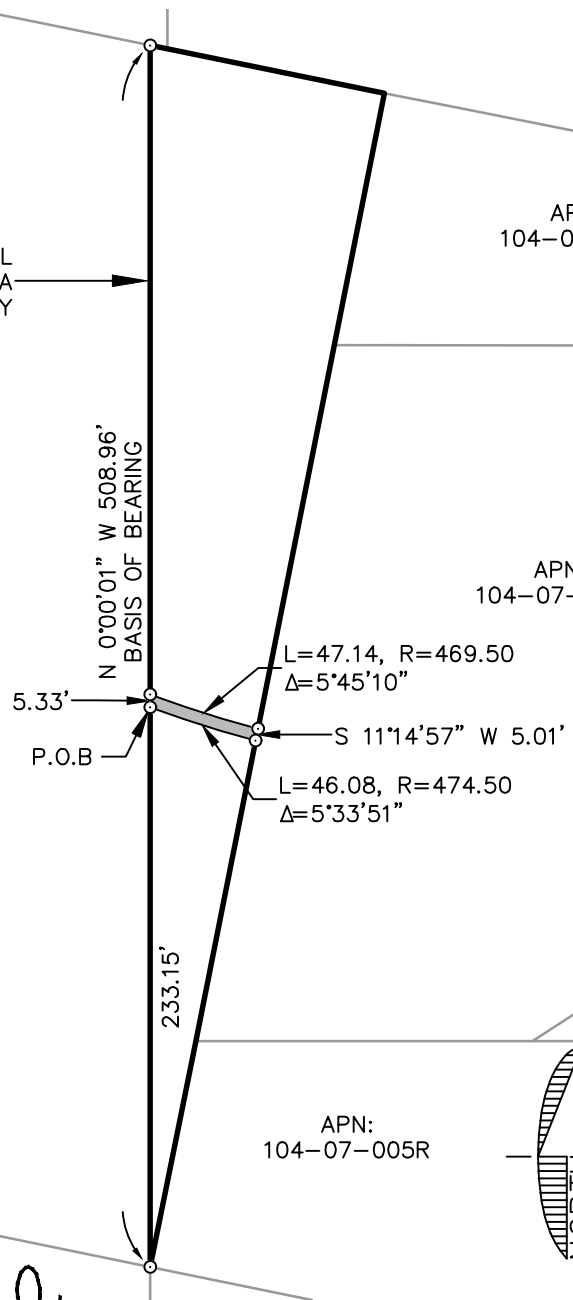
APN:
104-04-011C

APN:
104-07-007C

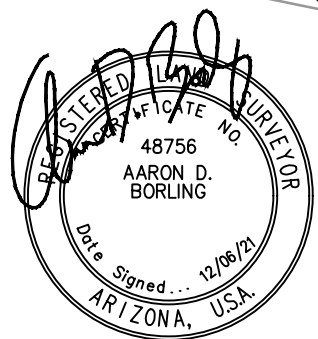
APN:
104-07-007E

APN:
104-07-005R

BUTLER AVE.



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 80' DRAWN HAS DESIGN CHECKED ADB	APN: 104-07-007A	FLAGSTAFF ARIZONA	SHEET 4 OF 4
	LEGAL EXHIBIT				

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 104-01-094

TRACT: 401E-1

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 94 described as follows:

Commencing at the southeast corner of that parcel of land being a portion of the BNSF Railway Station Grounds as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 98A, said point being in common with the southwest corner of that parcel of land as described in Instrument Number 3507503, Official Records of Coconino County;

Thence North 00°19'02" East, 393.71 feet (Basis of Bearing) to the southeast corner of subject parcel, and the **TRUE POINT OF BEGINNING**;

Thence along the northerly line of said parcel, North 64°43'28" West, 352.49 feet;

Thence leaving said northerly line, South 89°44'35" East, 21.60 feet;

Thence South 74°36'01" East, 207.98 feet;

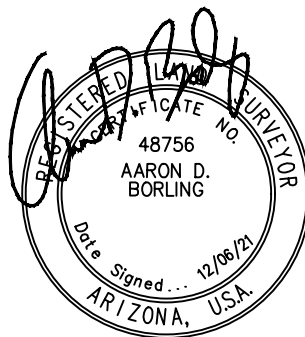
Thence South 49°50'40" East, 126.31 feet

Thence South 00°22'55" East, 13.72 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.21 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

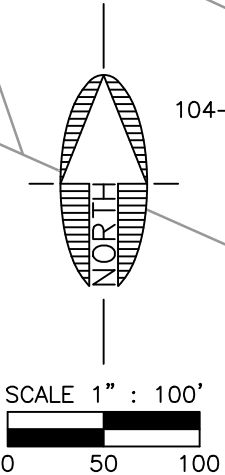
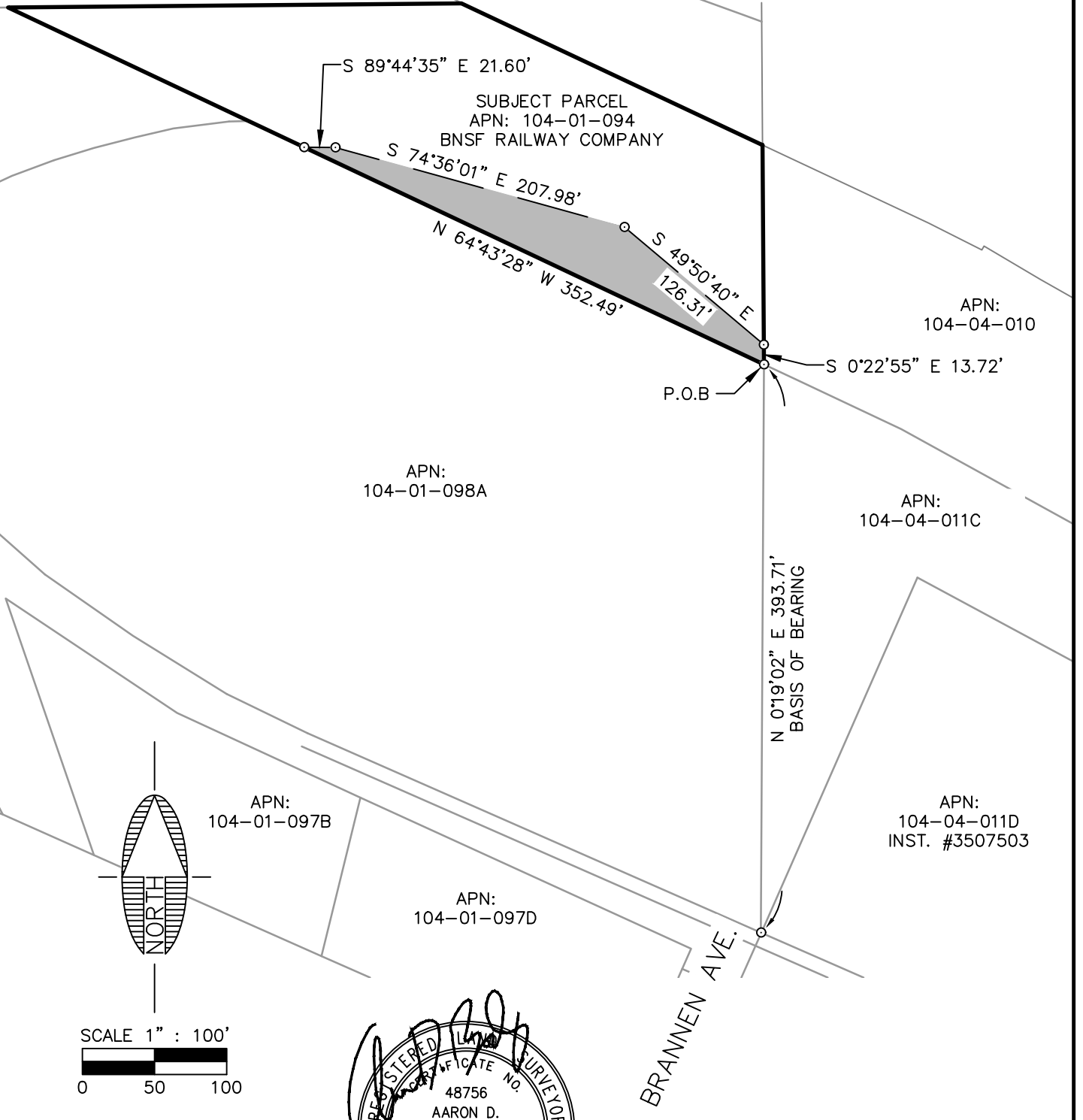
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

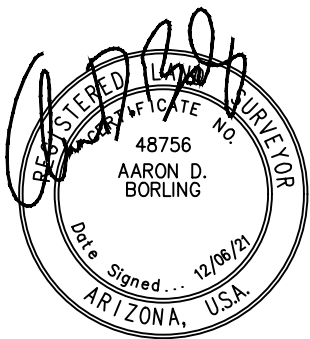
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

PLOTTED: Nov 05, 2021-2:36pm

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH TCE\EXHIBIT TCE 104-01-094.DWG HSCHNOEBELEN



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473	APN: 104-01-094	FLAGSTAFF ARIZONA	SHEET
		DATE NOV 21			2
		SCALE 1" = 100'			
		DRAWN HAS		LEGAL EXHIBIT	
	DESIGN				
	CHECKED ADB				OF 2

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-01-094D

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 94D described as follows:

Commencing at the northwest corner of said BNSF Railway Parcel, said point being in common with the north line of said Section 22, from which the northeast corner of said BNSF Railway Parcel bears North 89°29'02" East, 343.63 feet (Basis of Bearing);

Thence along the north line of said Parcel, and the north line of said Section 22, North 89°29'02" East, 151.70 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said north lines, North 89°29'02" East, 87.78 feet;

Thence leaving said north lines, South 63°24'21" East, 202.54 feet;

Thence North 26°35'39" East, 30.50 feet;

Thence South 63°24'21" East, 40.11 feet to a point on the southeasterly line of said Parcel;

Thence along said southeasterly line, South 83°04'48" West, 12.06 feet;

Thence continuing along said southeasterly line, South 76°37'42" West, 27.23 feet;

Thence continuing along said southeasterly line, South 75°40'35" West, 29.50 feet;

Thence continuing along said southeasterly line, South 72°53'13" West, 28.87 feet;

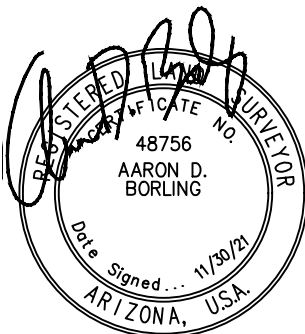
Thence continuing along said southeasterly line, South 69°31'46" West, 9.67 feet

Thence leaving said southeasterly line, North 63°24'21" West, 240.11 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.22 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Nov 04, 2021-3:44pm

FILE: P:\2004\04473\SURVEY\LEGAL\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT ROW 104-01-094D.DWG HSCNOEBELE

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

S 89°29'02" W
631.91' TO NW COR.
SEC. 22

APN:
101-27-001C

BASIS OF BEARING
N 89°29'02" E 343.63'

N. LINE SEC. 22

151.70'

87.78'

104.15'

N 26°35'39" E
30.50'

S 63°24'21" E
40.11'

APN:
104-01-094

SUBJECT PARCEL
APN: ~~104-01-094D~~ 104-01-094D
BNSF RAILWAY COMPANY

N 63°24'21" W 240.11'
S 63°24'21" E 202.54'

S 83°04'48" W 12.06'

S 76°37'42" W 27.23'

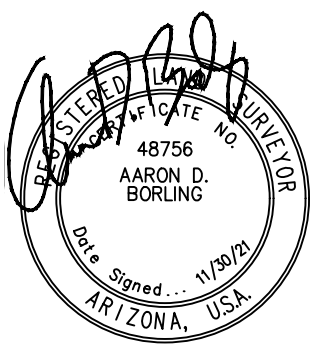
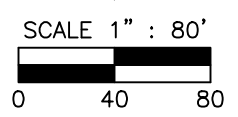
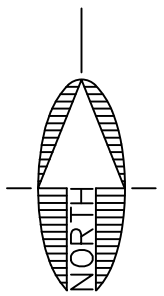
S 75°40'35" W 29.50'

S 72°53'13" W 28.87'

S 69°31'46" W 9.67'

APN:
104-01-099A

APN:
104-01-098A



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 80'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-01-094D

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

2

OF 2

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 104-01-094D
TRACT: 400E-1, 400E-2, 400E-3

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 94D described as follows:

Parcel 1:

Commencing at the northwest corner of said BNSF Railway Parcel, said point being in common with the north line of said Section 22, from which the northeast corner of said BNSF Railway Parcel bears North 89°29'02" East, 343.63 feet (Basis of Bearing);

Thence along the north line of said Parcel, and the north line of said Section 22, North 89°29'02" East, 116.92 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, North 89°29'02" East, 34.78 feet to a point hereinafter referred to as 'Point A';

Thence leaving said north line, South 63°24'21" East, 240.11 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 69°31'46" West, 21.48 feet;

Thence continuing along said easterly line, South 65°37'06" West, 9.64 feet;

Thence leaving said easterly line, North 26°35'39" East, 7.37 feet;

Thence North 63°24'21" West, 250.37 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.09 Acres, more or less.

Parcel 2:

Commencing from the aforementioned 'Point A';

Thence continuing along said north line, North 89°29'02" East, 87.78 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, North 89°29'02" East, 33.78 feet;

Thence leaving said north line, South 63°24'21" East, 172.47 feet;

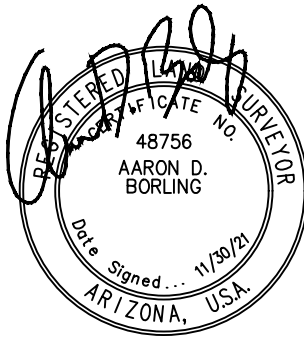
Thence South 26°35'39" West, 15.39 feet;

Thence North 63°24'21" West, 202.54 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.07 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

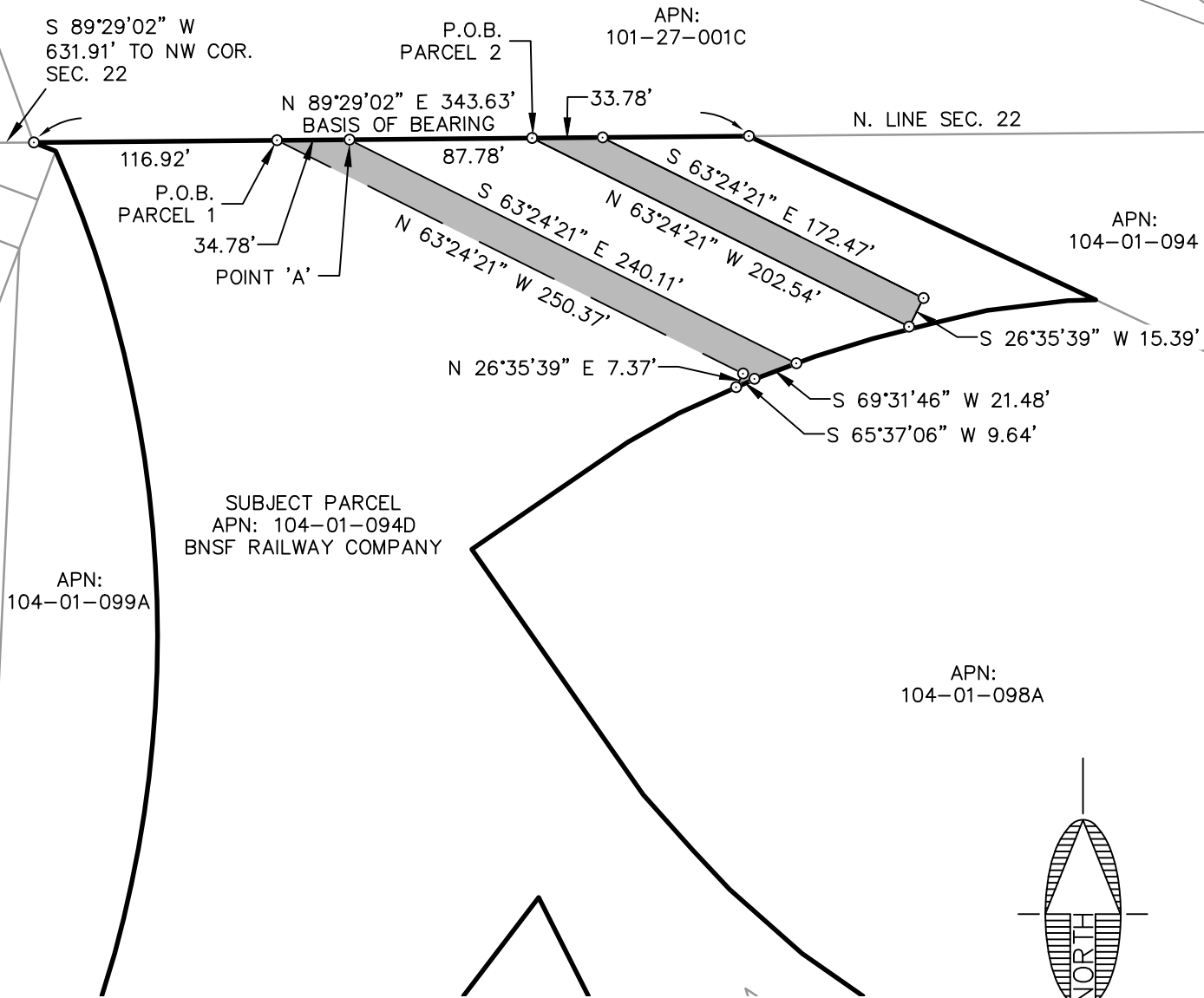
Descriptive Title

PLOTTED: Nov 05, 2021-2:14pm

FILE: P:\2004\04473\SURVEY\LEGAL\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH TCE\EXHIBIT TCE 104-01-094D.DWG HSCHNOEBELEN

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



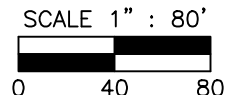
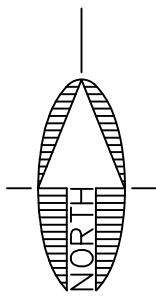
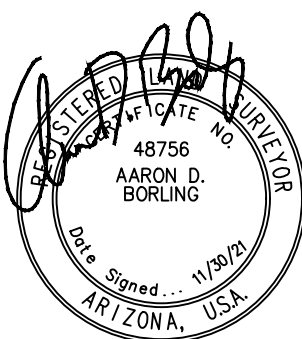
SUBJECT PARCEL
APN: 104-01-094D
BNSF RAILWAY COMPANY

APN:
104-01-099A

APN:
104-01-094

APN:
101-27-001C

APN:
104-01-098A



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

APN: 104-01-094D

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
3
OF 3

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-01-098A

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 98A described as follows:

Commencing at the southeast corner of said BNSF Railway Parcel, said point being in common with the southwest corner of that parcel of land as described in Instrument Number 3507503, Official Records of Coconino County, from which the northeast corner of said BNSF Railway Parcel bears North 00°19'02" East, 393.71 feet (Basis of Bearing);

Thence along the east line of said Parcel, North 00°19'02" East, 221.20 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said east line, North 63°24'21" West, 545.67 feet;

Thence North 26°35'39" East, 53.90 feet;

Thence North 63°24'21" West, 40.56 feet to a point on the northwesterly line of said Parcel;

Thence along said northwesterly line, North 69°31'46" East, 9.67 feet;

Thence continuing along said northwesterly line, North 72°53'13" East, 28.87 feet;

Thence continuing along said northwesterly line, North 75°40'35" East, 29.50 feet;

Thence continuing along said northwesterly line, North 76°37'42" East, 27.23 feet;

Thence continuing along said northwesterly line, North 83°04'48" East, 12.06 feet;

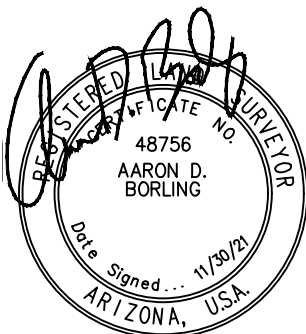
Thence leaving said northwesterly line, South 63°24'21" East, 444.14 feet to a point on the east line of said Parcel;

Thence along said east line, South 00°19'02" West, 138.74 feet to the **TRUE POINT OF BEGINNING**.

Containing 1.48 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

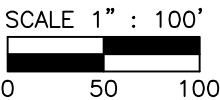
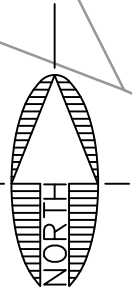
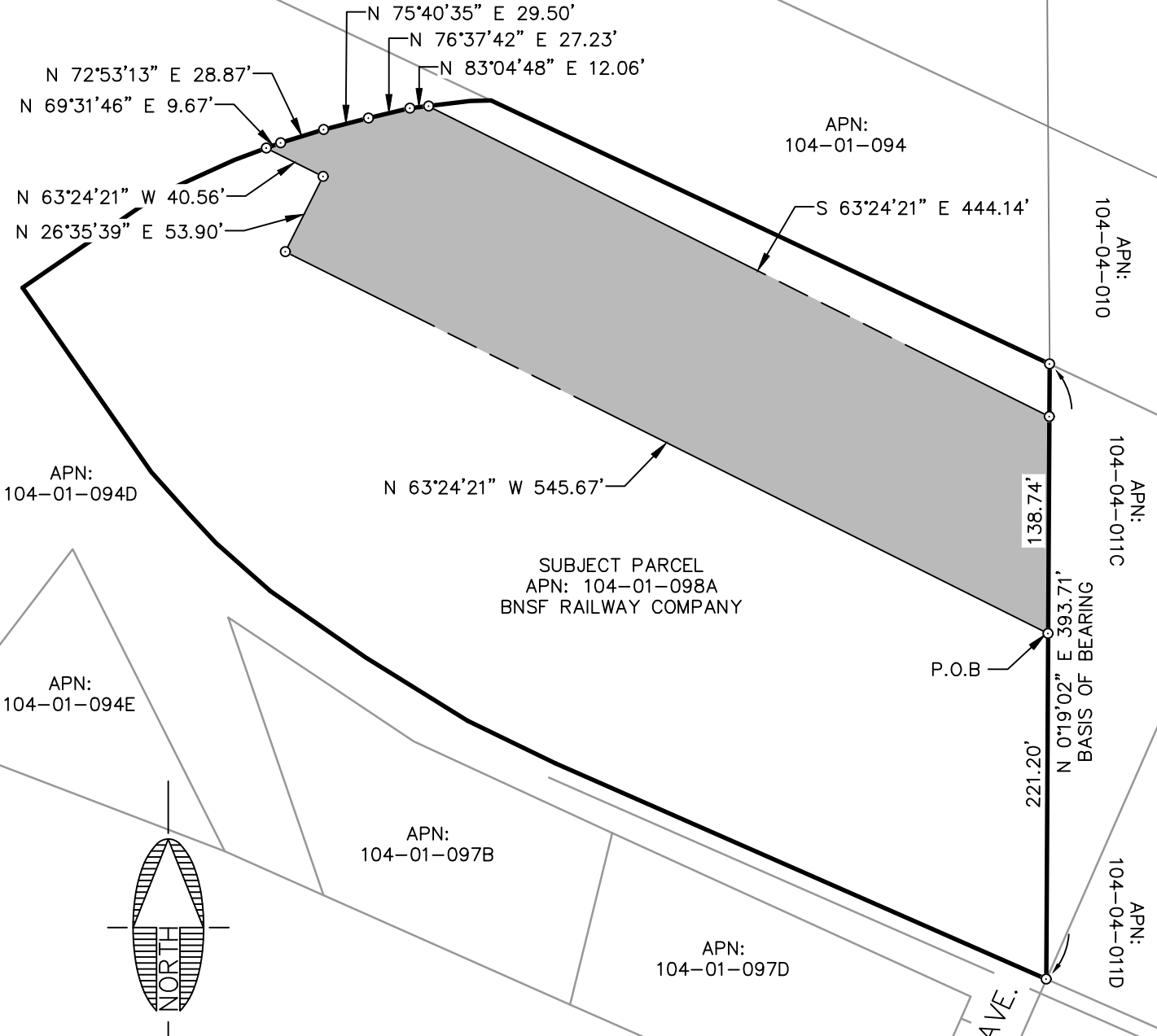
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

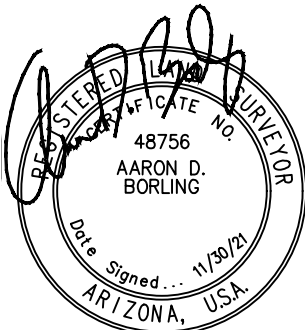
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

PLOTTED: Nov 04, 2021-3:51pm

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT ROW 104-01-098A.DWG HSCNOCBELEN



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____

	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 100' DRAWN HAS DESIGN CHECKED ADB	APN: 104-01-098A FLAGSTAFF ARIZONA	SHEET 2 OF 2
	LEGAL EXHIBIT			

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 104-01-098A
TRACT: 402E-1, 402E-2

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station Grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 1, Parcel 98A described as follows:

Parcel 1:

Commencing at the southeast corner of said BNSF Railway Parcel, said point being in common with the southwest corner of that parcel of land as described in Instrument Number 3507503, Official Records of Coconino County, from which the northeast corner of said BNSF Railway Parcel bears North 00°19'02" East, 393.71 feet (Basis of Bearing);

Thence along the east line of said Parcel, North 00°19'02" East, 359.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said east line, North 63°24'21" West, 412.15 feet to a point hereinafter referred to as 'Point A';

Thence South 89°44'35" East, 49.99 feet to a point on the northerly line of said Parcel;

Thence along said northerly line, South 64°43'28" East, 352.49 feet to the northeast corner of said Parcel;

Thence along said east line, South 00°19'02" West, 33.78 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.23 Acres,

Parcel 2:

Commencing from the aforementioned 'Point A';

Thence South 72°14'12" West, 100.84 feet to the **TRUE POINT OF BEGINNING**;

Thence South 26°35'39" West, 53.90 feet;

Thence South 63°24'21" East, 225.48 feet;

Thence South 78°38'40" West 31.59 feet;

Thence North 70°15'55" West 108.57 feet;

Thence South 27°24'24" West 12.09 feet;

Thence North 62°35'36" West 153.89 feet;

Thence North 26°35'39" East 72.98 feet to a point on the northwesterly parcel line;

Thence along said northwesterly line, North 65°37'06" East, 9.64 feet;

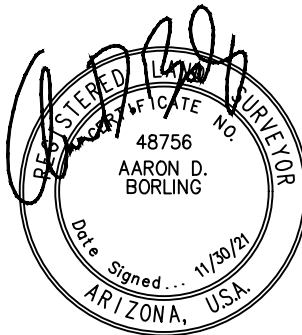
Thence continuing along said northwesterly line, North 69°31'46" East, 21.48 feet;

Thence leaving said northwesterly line, South 63°24'21" East, 40.56 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.29 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

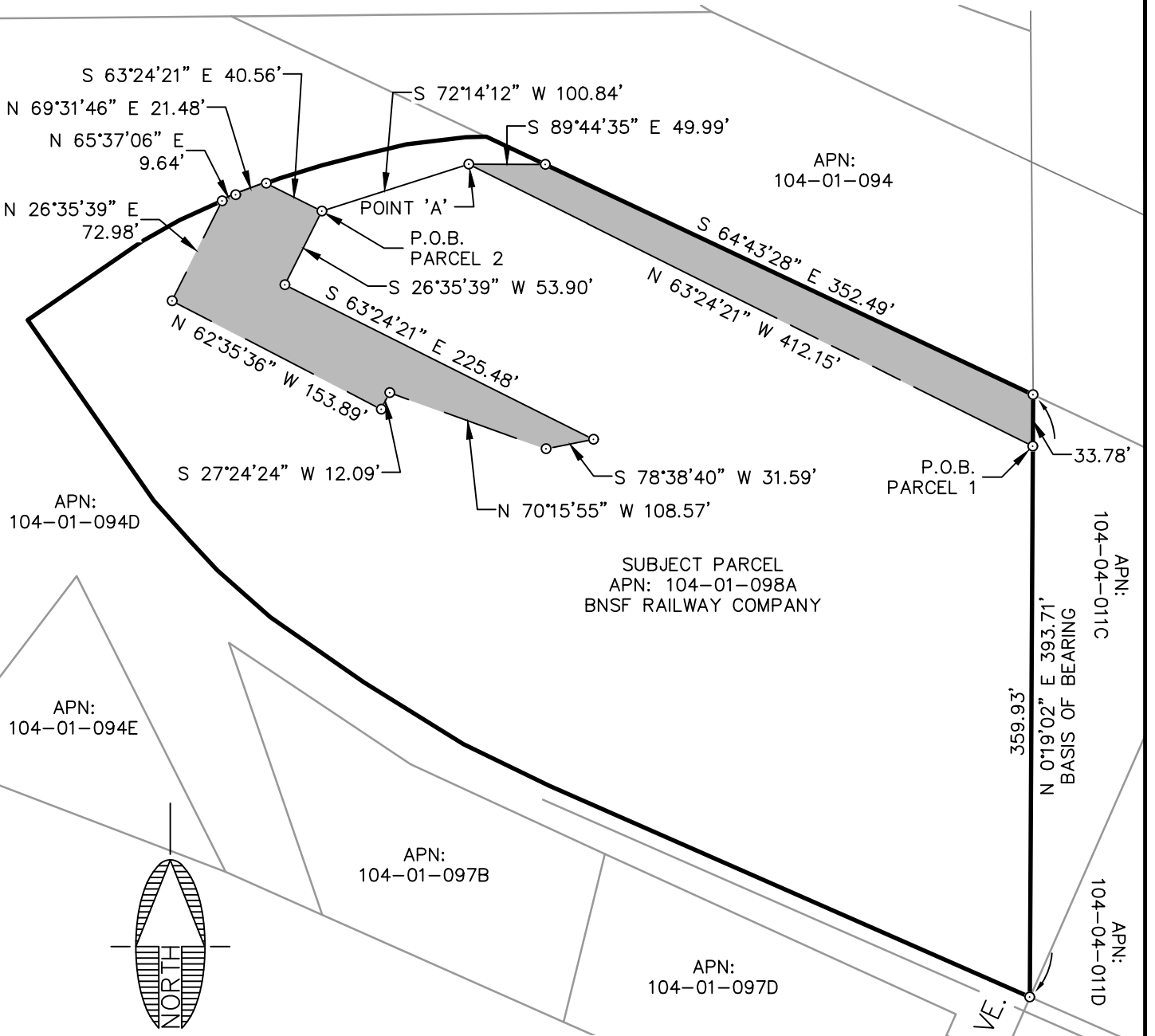
Descriptive Title

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

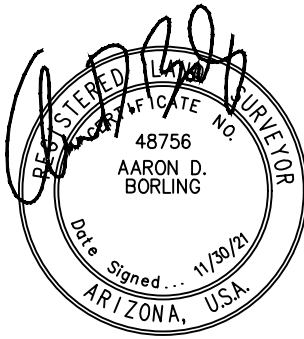
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

PLOTTED: Nov 05, 2021-3:16pm

FILE: P:\2004\04473\SURVEY\LEGALS\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH TCE\EXHIBIT TCE 104-01-098A.DWG HSCHNOEBELE



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 100'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-01-098A

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET
3
OF 3

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 104-04-010
TRACT: 403E-1, 403E-2, 403E-3, 403E-4

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 10 described as follows:

Parcel 1:

Commencing at the southeast corner of that parcel of land being a portion of said BNSF Railway Station grounds as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 11C, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22;

Thence along said mid-section line, and the east line of said parcel, North 00°00'01" West, 508.96 feet (Basis of Bearing), to the northeast corner of said parcel;

Thence along the north line of said parcel, North 78°27'39" West, 46.59 feet to the beginning of a tangent curve concave to the north, having a radius of 2963.67 feet and a central angle of 2°00'00";

Thence continuing along said north line, and westerly along said curve, 103.45 feet to the beginning of a tangent curve concave to the north having a radius of 1532.04 feet and a central angle of 5°18'48";

Thence continuing along said north line, and westerly along said curve, 142.07 feet to the beginning of a tangent curve concave to the north having a radius of 1532.04 feet and a central angle of 2°58'46", and the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, and westerly along said curve, 79.66 feet to a point hereinafter referred to as 'Point A';

Thence leaving said north line, North 87°17'22" East, 16.58 feet;

Thence South 65°26'41" East, 64.55 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.01 Acres, more or less.

Parcel 2:

Commencing from the aforementioned 'Point A', said point being the beginning of a tangent curve concave to the northeast having a radius of 1532.04 feet and a central angle of 1°04'18";

Thence continuing along said north line, and northwesterly along said curve, 28.65 feet to the beginning of a tangent curve concave to the northeast having a radius of 1532.04 feet and a central angle of 5°10'37" and the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, and westerly along said curve, 138.43 feet to the beginning of a tangent curve concave to the northeast having a radius of 2963.67 feet and a central angle of 2°00'00";

Thence continuing along said north line, and northwesterly along said curve, 103.45 feet;

Thence continuing along said north line, North 61°10'42" West, 26.11 feet to a point hereinafter referred to as 'Point B';

Thence leaving said north line, South 75°52'15" East, 53.09 feet;

Thence South 63°03'53" East, 125.65 feet;

Thence South 58°11'24" East, 90.66 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.06 Acres, more or less.

Parcel 3:

Commencing from the aforementioned 'Point B';

Thence continuing along said north line, North 61°10'42" West, 187.37 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, North 61°10'42" West, 52.65 feet to a point hereinafter referred to as 'Point C';

Thence leaving said north line, South 67°58'00" East, 25.82 feet;

Thence South 54°44'03" East, 27.19 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.002 Acres, more or less.

Parcel 4:

Commencing from the aforementioned 'Point C';

Thence continuing along said north line, North 61°10'42" West, 324.04 feet;

Thence continuing along said north line, North 64°43'28" West, 55.92 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said north line, North 64°43'28" West, 25.20 feet;

Thence continuing along said north line, North 64°43'28" West, 26.73 feet to the northwest corner of said parcel;

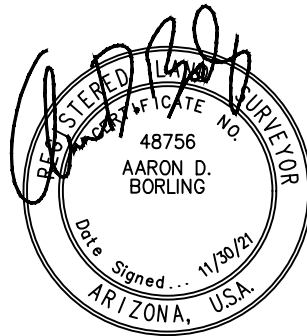
Thence along the west line of said parcel, North 00°22'42" West, 13.72 feet;

Thence leaving said west line, South 49°50'40" East, 9.54 feet;

Thence South 53°11'56" East, 49.65 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.01 Acres, more or less.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

Descriptive Title

PLOTTED: Nov 05, 2021-4:02pm

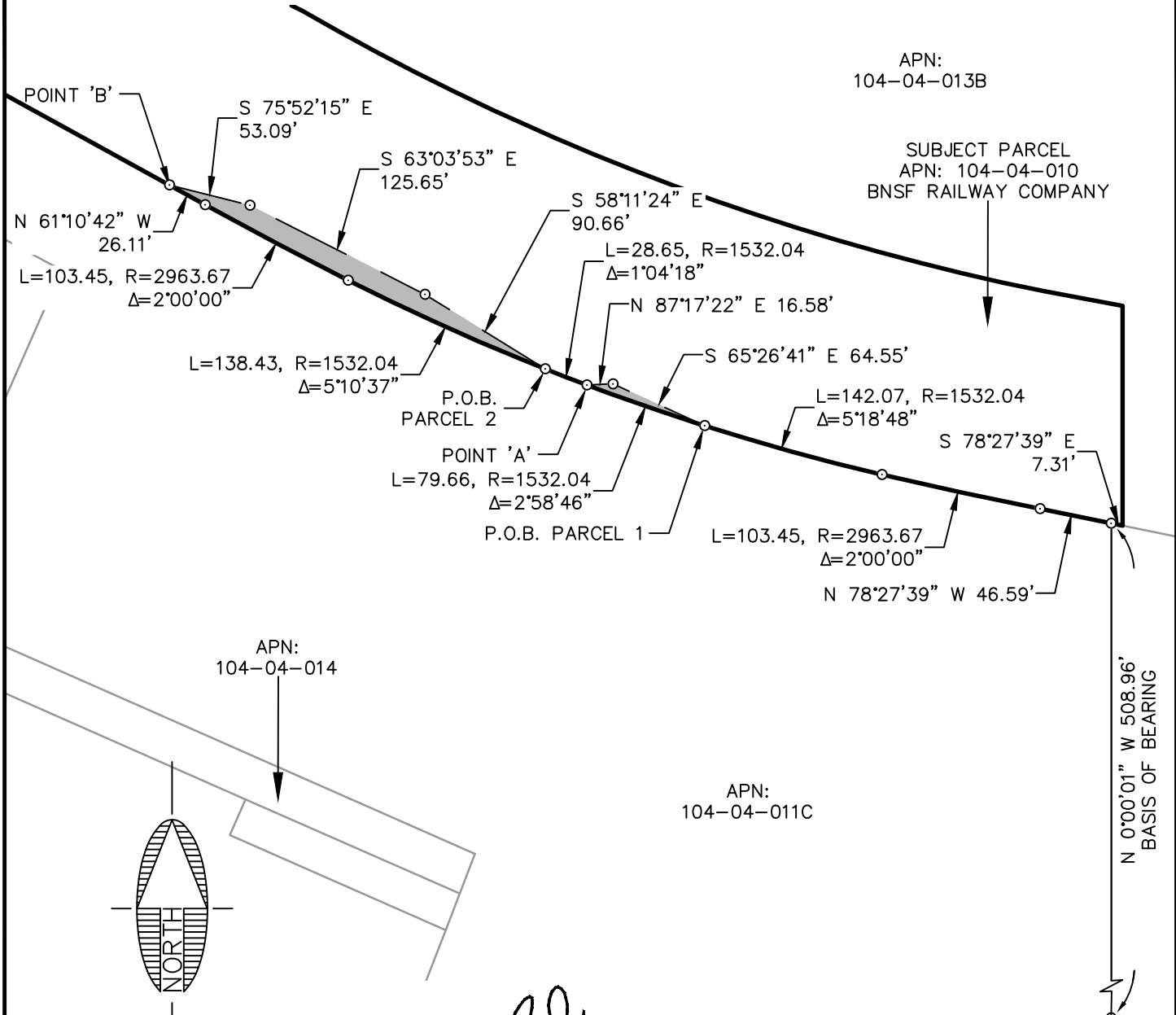
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

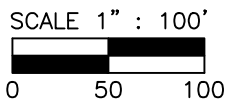
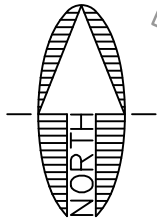
APN:
104-04-013B

SUBJECT PARCEL
APN: 104-04-010
BNSF RAILWAY COMPANY

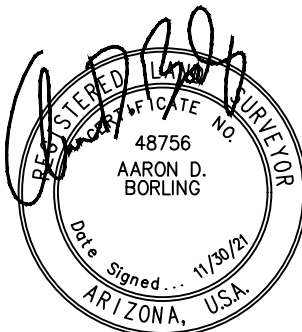


APN:
104-04-014

APN:
104-04-011C



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.



CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 100'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-04-010

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

4

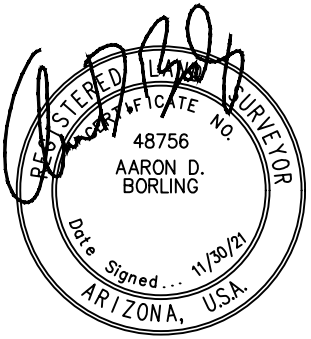
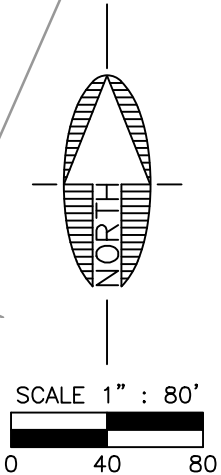
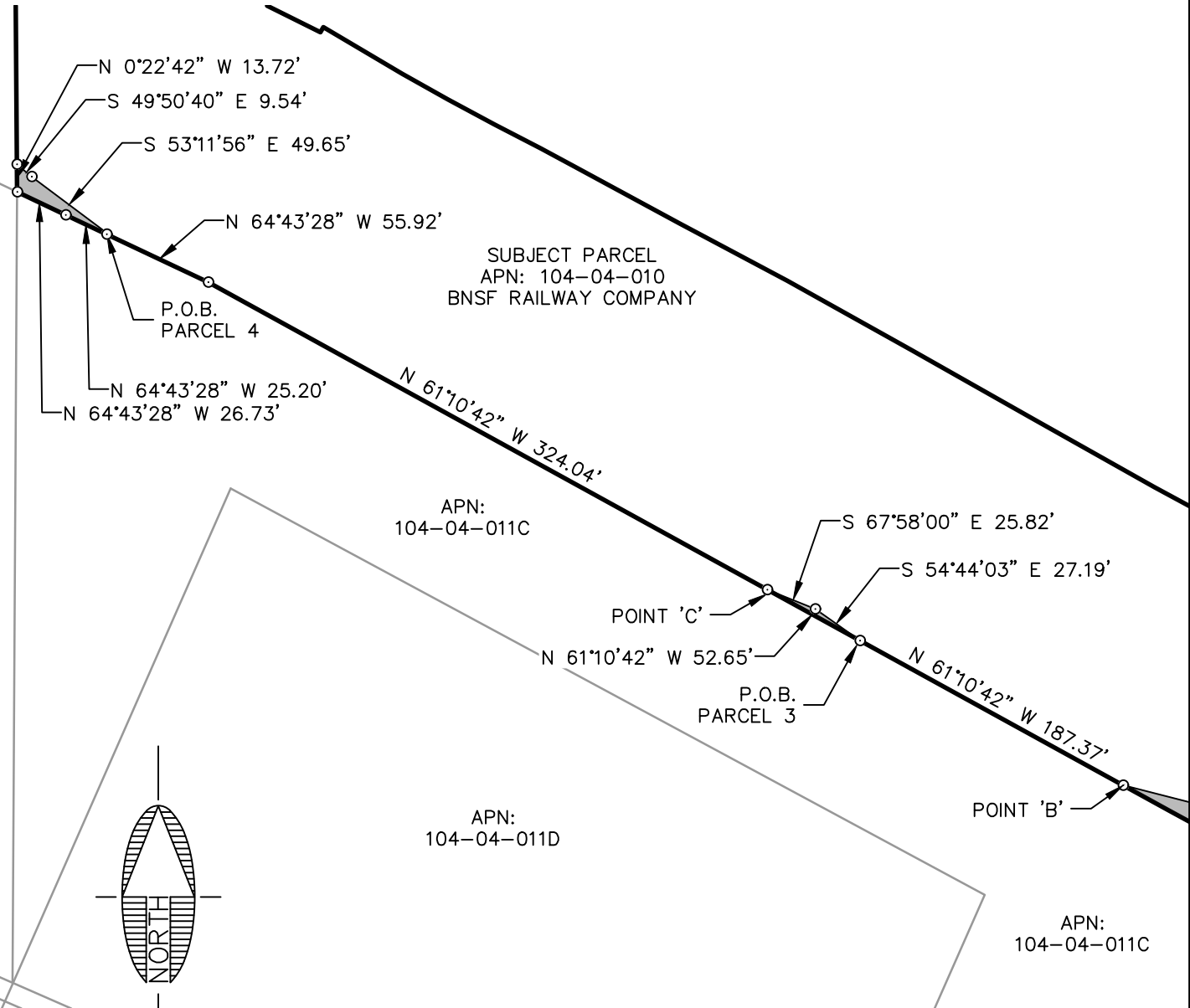
OF 5

PLOTTED: Nov 05, 2021-4:02pm

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

CITY FILE NO. _____

DESCRIPTIVE TITLE: _____


 Shephard Wesnitzer, Inc.	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 80' DRAWN HAS DESIGN CHECKED ADB	APN: 104-04-010 FLAGSTAFF ARIZONA	SHEET <h1>5</h1> OF 5
	LEGAL EXHIBIT			

EXHIBIT 'A'

LEGAL DESCRIPTION

APN: 104-04-011C

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 11C described as follows:

Commencing at the southeast corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northeast corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the east line of said Parcel, North 00°00'01" West, 238.48 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 469.50 feet and a central angle of 19°18'50" and being subtended by a chord which bears North 59°53'58" West 157.52 feet and the **TRUE POINT OF BEGINNING**;

Thence leaving said mid-section line and said east line, and northwesterly along said curve, 158.26 feet;

Thence North 50°14'33" West, 107.53 feet;

Thence North 63°51'51" West, 397.25 feet;

Thence North 64°21'03" West, 132.36 feet to a point on the easterly line of that parcel of land as described in Instrument Number 3507503, Official Records of Coconino County;

Thence along said easterly line, North 23°44'45" East, 57.32 feet to the northeast corner of said parcel;

Thence along the northerly line of said parcel, North 61°40'51" West, 426.18 feet to the northwest corner of said parcel;

Thence along the westerly line of said parcel, South 23°44'45" West, 70.31 feet;

Thence leaving said westerly line, North 63°24'21" West, 88.30 feet to a point on the west line of BNSF Railway Parcel;

Thence along said westerly line, North 00°19'02" East, 138.74 feet;

Thence leaving said westerly line, South 63°24'21" East, 832.50 feet to the beginning of a tangent curve concave to the northeast, having a radius of 249.50 feet and a central angle of 5°11'12";

Thence southeasterly along said curve, 22.59 feet;

Thence South 68°35'34" East, 118.06 feet to the beginning of a tangent curve concave to the southwest, having a radius of 450.50 feet and a central angle of 18°21'01";

Thence southeasterly along said curve, 144.28 feet;

Thence South 50°14'33" East, 123.97 feet to the beginning of a tangent curve concave to the northeast, having a radius of 349.50 feet and a central angle of 11°46'27";

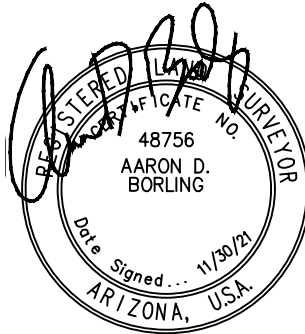
Thence southeasterly along said curve, 71.82 feet to a point on the east line of said Parcel;

Thence along said east line, South 00°00'01" East, 131.29 feet to the **TRUE POINT OF BEGINNING.**

Containing 3.11 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



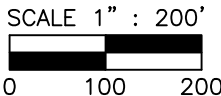
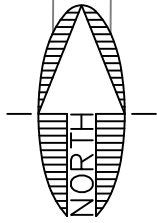
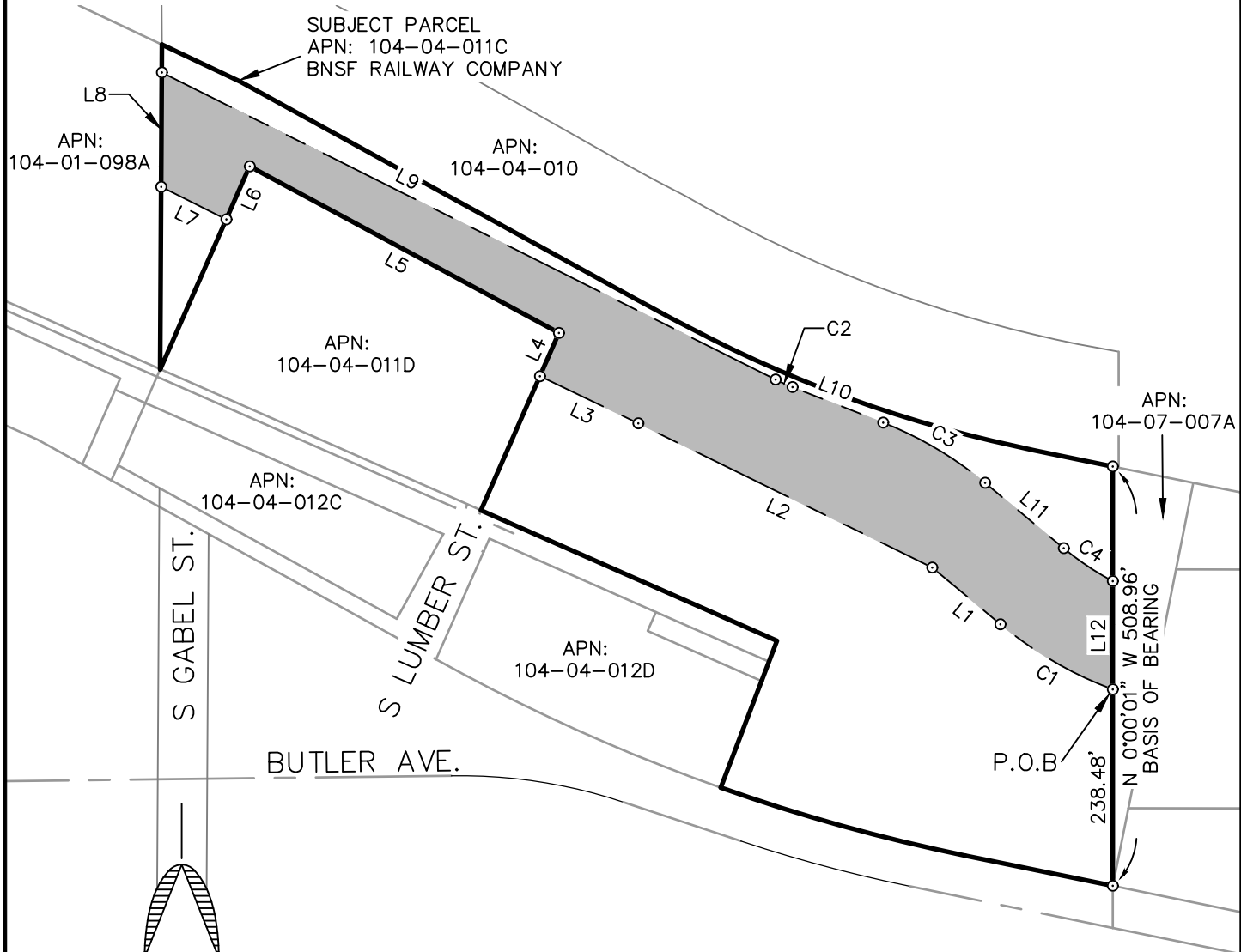
City File No.

Descriptive Title

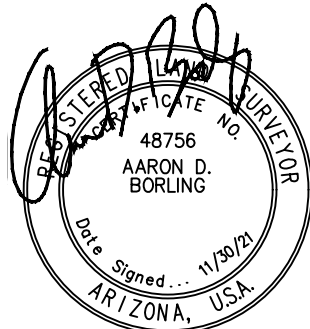
FILE: P:\2004\04473\SURVEY\LEGAL\EXHIBITS\LEGAL EXHIBITS PHASE 1 2021-11\LOWER REACH\EXHIBIT ROW 104-04-011C.DWG HSCHOEBELE
 PLOTTED: Nov 04, 2021-4:09pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 21 NORTH, RANGE 7 EAST
 GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



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CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
 Flagstaff, AZ 86001
 928.773.0354
 928.774.8934 fax
 www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 200'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-04-011C

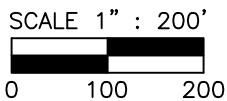
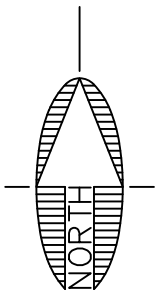
FLAGSTAFF
 ARIZONA

LEGAL EXHIBIT

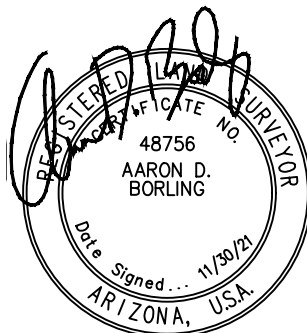
SHEET
3
 OF 4

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	107.53	N 50°14'33" W
L2	397.25	N 63°51'51" W
L3	132.36	N 64°21'03" W
L4	57.32	N 23°44'45" E
L5	426.18	N 61°40'51" W
L6	70.31	S 23°44'45" W
L7	88.30	N 63°24'21" W
L8	138.74	N 0°19'02" E
L9	832.50	S 63°24'21" E
L10	118.06	S 68°35'34" E
L11	123.97	S 50°14'33" E
L12	131.29	S 0°00'01" E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	158.26	469.50	19°18'50"
C2	22.59	249.50	5°11'12"
C3	144.28	450.50	18°21'01"
C4	71.82	349.50	11°46'27"



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CITY FILE NO. _____

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JOB NO.	04473
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DRAWN	HAS
DESIGN	
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APN: 104-04-011C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

4

OF 4

EXHIBIT 'A'
TEMPORARY WORK AREA EASEMENT
LEGAL DESCRIPTION

APN: 104-04-011C
TRACT: 404E-1, 404E-2

A portion of the BNSF Railway (formerly Atchison, Topeka, and Santa Fe Railway) Station grounds lying within the Northwest quarter of Section 22, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, as depicted on Coconino County Assessor's Map Book 104, Map 4, Parcel 11C described as follows:

Parcel 1:

Commencing at the southeast corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northeast corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the east line of said Parcel, North 00°00'01" West, 233.15 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 474.50 feet and a central angle of 19°32'20" and being subtended by a chord which bears North 60°00'42" West, 161.03 feet and the **TRUE POINT OF BEGINNING**;

Thence leaving said mid-section line and said east line, and northwesterly along said curve, 161.81 feet;

Thence North 50°14'33" West, 128.16 feet;

Thence South 63°51'51" East, 21.23 feet;

Thence South 50°14'33" East, 107.53 feet to the beginning of a tangent curve concave to the northeast, having a radius of 469.50 feet and a central angle of 19°18'50";

Thence southeasterly along said curve, 158.26 feet to a point on said mid-section line, said point being in common with the east line of said parcel;

Thence along said mid-section line and said east line, South 00°00'01" East, 5.33 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.03 Acres, more or less.

Parcel 2:

Commencing at the southeast corner of said Parcel, said point being in common with the northerly Right-of-Way line of Butler Avenue as shown on Book 7 of Maps, Page 41, Official Records of Coconino County, and the North-South mid-section line of said Section 22, from which the northeast corner of said Parcel bears North 00°00'01" West, 508.96 feet (Basis of Bearing);

Thence along said mid-section line, and the east line of said Parcel, North 00°00'01" West, 369.77 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 349.50 feet and a central angle of 11°46'27" and being subtended by a chord which bears North 56°07'46" West 71.70 feet and the **TRUE POINT OF BEGINNING**;

Thence leaving said mid-section line and said east line, and northwesterly along said curve, 71.82 feet;

Thence North 50°14'33" West, 123.97 feet to the beginning of a tangent curve concave to the southwest, having a radius of 450.50 feet and a central angle of 18°21'01";

Thence westerly along said curve, 144.28 feet;

Thence North 68°35'34" West, 118.06 feet;

Thence North 63°24'21" West, 267.91 feet to a point hereinafter referred to as 'Point A';

Thence North 14°07'45" East, 2.53 feet;

Thence South 75°52'15" East, 46.54 feet to the northerly line of said parcel;

Thence along said northerly line, South 61°10'42" East, 26.11 feet to the beginning of a tangent curve concave to the northeast, having a radius of 2963.67 feet and a central angle of 2°00'00";

Thence continuing along said northerly line, and along said curve, southeasterly 103.45 feet to the beginning of a tangent curve concave to the north, having a radius of 1532.04 feet and a central angle of 05°10'37";

Thence continuing along said northerly line, and southeasterly along said curve, 138.43 feet;

Thence leaving said northerly line, South 58°11'24" East, 20.42 feet;

Thence North 87°17'22" East, 9.39 feet to the beginning of a non-tangent curve concave to the north, having a radius of 1532.04 feet and a central angle of 02°58'46" and being subtended by a chord bearing South 70°55'01" East, 79.66 feet;

Thence along said curve, 79.66 feet to a point on the northerly line of said parcel;

Thence leaving said northerly line, South 65°26'41" East, 56.27 feet;

Thence South 60°47'42" East, 88.90 feet;

Thence South 33°07'48" East, 59.42 feet;

Thence South 73°06'05" East, 103.52 feet to a point on the easterly line of said parcel, said point being in common with the mid-section line;

Thence along said easterly line and said mid-section line, South 00°00'01" East, 55.00 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.27 Acres, more or less.

Parcel 3:

Commencing from the aforementioned 'Point A', the **TRUE POINT OF BEGINNING**;

Thence North 63°24'21" West, 564.59 feet to a point on westerly parcel line;

Thence along the westerly parcel line, North 00°19'02" East 33.78 feet to the northwesterly corner of said parcel;

Thence along the northerly parcel line, South 64°43'28" East, 51.93 feet;

Thence leaving the northerly parcel line, South 53°11'56" East, 108.20 feet;

Thence South 62°41'05" East, 140.79 feet;

Thence South 67°58'00" East, 123.64 feet to a point on the northerly parcel line;

Thence along said northerly line, South 61°10'42" East, 52.65 feet;

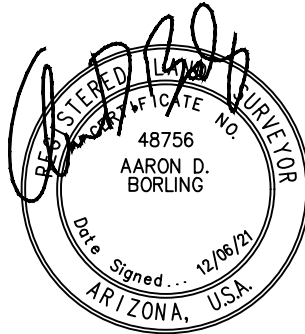
Thence leaving said northerly line, South 54°44'03" East, 105.17 feet;

Thence South 14°07'45" West, 2.53 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.21 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



City File No.

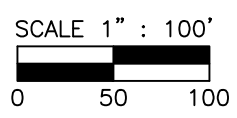
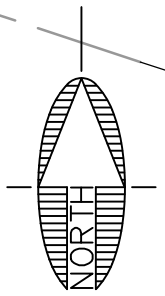
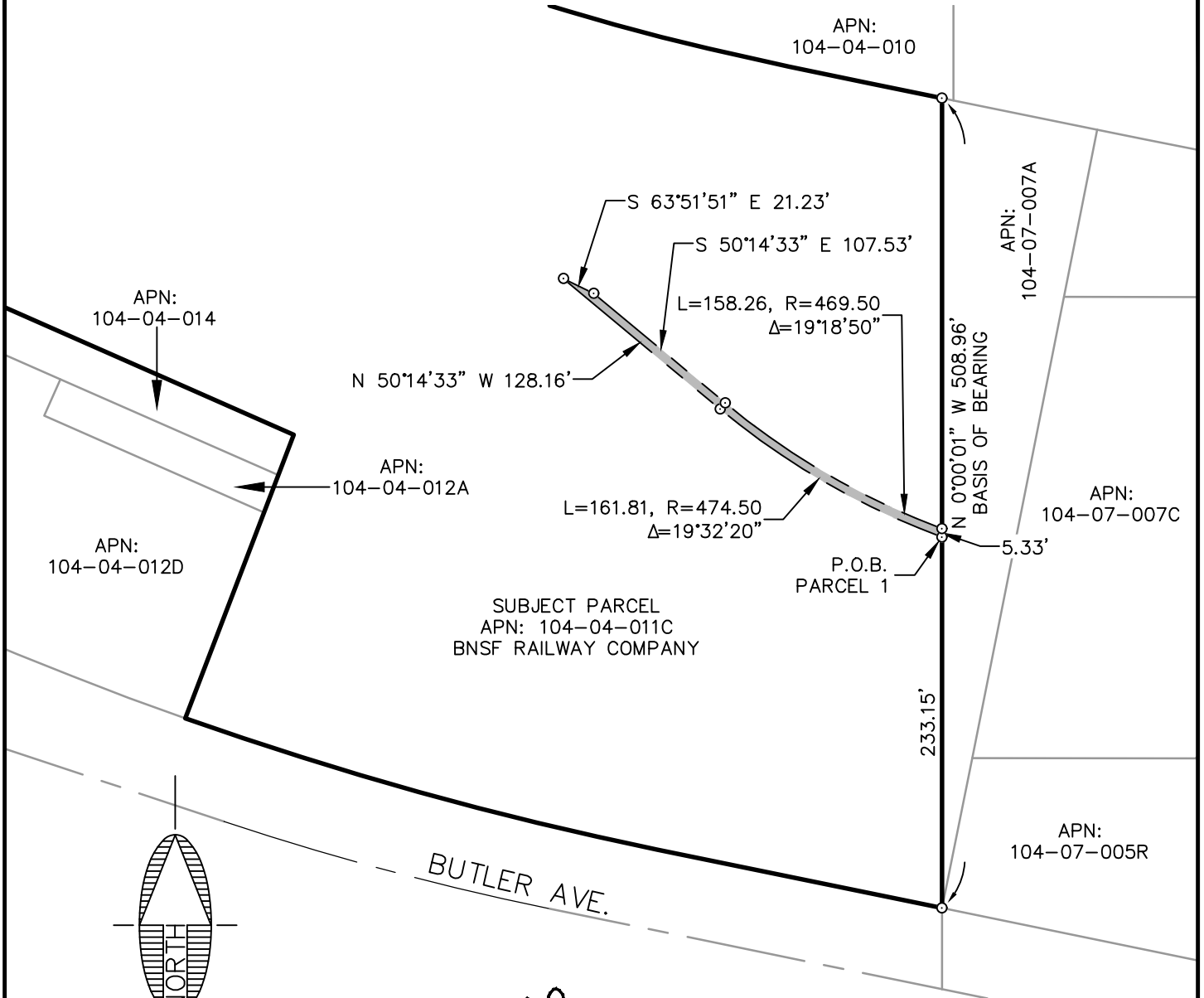
Descriptive Title

PLOTTED: Nov 08, 2021-5:04pm

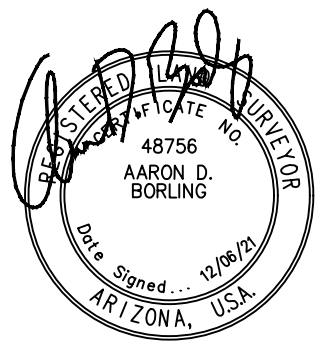
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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



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CITY FILE NO. _____

DESCRIPTIVE TITLE: _____



110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	04473
DATE	NOV 21
SCALE	1" = 100'
DRAWN	HAS
DESIGN	
CHECKED	ADB

APN: 104-04-011C

FLAGSTAFF ARIZONA

LEGAL EXHIBIT

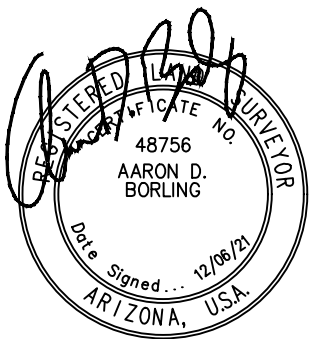
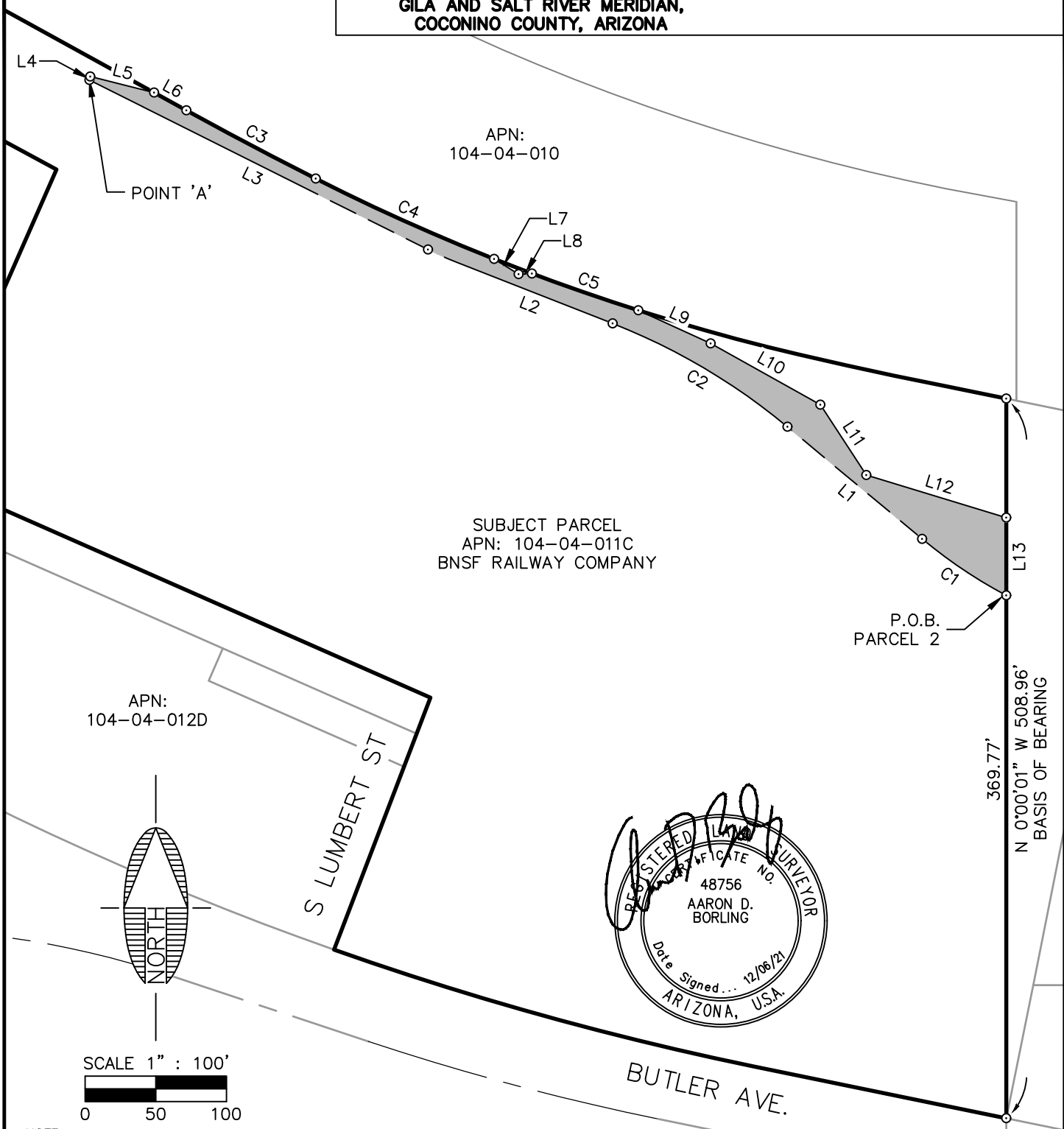
SHEET
4
OF 7

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

PLOTTED: Nov 08, 2021-5:06pm

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<p>Shephard & Associates www.swiaz.com</p>	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 04473 DATE NOV 21 SCALE 1" = 100' DRAWN JEE DESIGN CHECKED ADB	APN: 104-04-011C FLAGSTAFF ARIZONA	SHEET <h1>5</h1> OF 7
	LEGAL EXHIBIT			

PLOTTED: Nov 08, 2021-5:06pm

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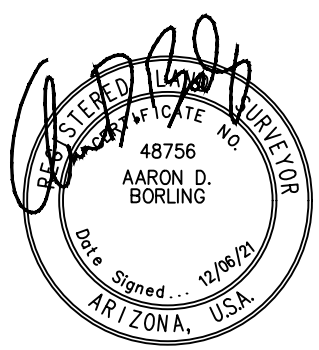
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	123.97	N 50°14'33" W
L2	118.06	N 68°35'34" W
L3	267.91	N 63°24'21" W
L4	2.53	N 14°07'45" E
L5	46.54	S 75°52'15" E
L6	26.11	S 61°10'42" E
L7	20.42	S 58°11'24" E
L8	9.39	N 87°17'22" E
L9	56.27	S 65°26'41" E
L10	88.90	S 60°47'42" E
L11	59.42	S 33°07'48" E
L12	103.52	S 73°06'05" E
L13	55.00	S 0°00'01" E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	71.82	349.50	11°46'27"
C2	144.28	450.50	18°21'01"
C3	103.45	2963.67	2°00'00"
C4	138.43	1532.04	5°10'37"
C5	79.66	1532.04	2°58'46"

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CITY FILE NO. _____

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	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax www.swiaz.com	JOB NO. 04473 DATE NOV 21 SCALE 1" = 100' DRAWN JEE DESIGN CHECKED ADB	APN: 104-04-011C FLAGSTAFF ARIZONA	SHEET 6 OF 7
	LEGAL EXHIBIT			

PLOTTED: Dec 02, 2021-11:50am

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

APN:
104-04-010

N 0°19'02" E 33.78'

S 64°43'28" E 51.93'

S 53°11'56" E 108.20'

S 62°41'05" E 140.79'

N 63°24'21" W 564.59'

S 67°58'00" E 123.64'

S 61°10'42" E 52.65'

S 54°44'03" E 105.17'

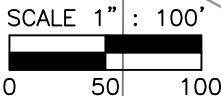
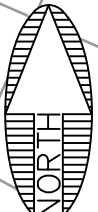
S 14°07'45" W 2.53'

POINT 'A'

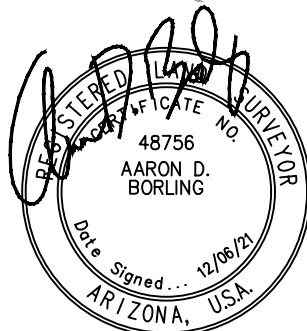
APN:
104-01-098A

APN:
104-04-011D

SUBJECT PARCEL
APN: 104-04-011C
BNSF RAILWAY COMPANY



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JOB NO.	04473
DATE	DEC 21
SCALE	1" = 100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

APN: 104-04-011C

FLAGSTAFF
ARIZONA

LEGAL EXHIBIT

SHEET

7

OF 7

Attachment 5 – Quote

Gary R. Anglemyer & Associates, LLC

Project Matrix

Tasks	Cost per Task Unit	Total Units	Total
Procurement of an AZ Temporary General RE Appraisal License	\$ 285.00 Hr.	4.00	\$ 1,140
An inspection of the corridor and appraisal parcels	\$ 285.00 Hr.	8.00	\$ 2,280
An inspection of the immediate surrounding area	\$ 285.00 Hr.	4.00	\$ 1,140
Adjacent zoning and land use analysis	\$ 285.00 Hr.	16.00	\$ 4,560
Industrial, Highway Commercial and Service Commercial Land Sales Analysis	\$ 285.00 Hr.	24.00	\$ 6,840
Verified and Inspected sales data with detailed sale profiles that include pictures, maps, and Adjustment Grids with Support	\$ 285.00 Hr.	24.00	\$ 6,840
Some local consultant's time/budget	\$ 285.00 Hr.	16.00	\$ 4,560
Across the Fence Value (ATF)	\$ 285.00 Hr.	16.00	\$ 4,560
Larger Parcel Determination/Valuation- Before Value with Application of Corridor Factor Sales Analysis and Support	\$ 285.00 Hr.	16.00	\$ 4,560
Project Description – Effect of the Acquisition	\$ 285.00 Hr.	4.00	\$ 1,140
Description of the Acquisition Area and Improvements	\$ 285.00 Hr.	12.00	\$ 3,420
Value of the Parts Taken with Easement Diminution Factor Support	\$ 285.00 Hr.	4.00	\$ 1,140
Rental Rate Support for the Temporary Construction Easements	\$ 285.00 Hr.	4.00	\$ 1,140
After Value	\$ 285.00 Hr.	4.00	\$ 1,140
Consideration of any Damages, General and Special Benefits and Costs to Cure	\$ 285.00 Hr.	12.00	\$ 3,420
Fair Market Value Conclusion	\$ 285.00 Hr.	8.00	\$ 2,280
Narrative Report – Digital PDF*	\$ 285.00 Hr.	24.35	\$ 6,940
Question/Answer Review Time – Final Revisions	\$ 285.00 Hr.	40.00	\$ 11,400
TOTALS		240.35	\$ 68,500

*Note: 0.35 hours specifically added to Narrative Report Task to match appraiser's exact bid amount

QUALIFICATIONS OF THE APPRAISER

GARY R. ANGLEMYER, MAI

Qualifications

Mr. Anglemyer has extensive local, national and international real estate valuation experience in a wide range of complex special purpose and conventional property types with emphasis on railroad right of way related valuation and advisory services. A representative list of railroad right of way appraisals is shown below and on the following pages.

Representative Railroad Right of Way Appraisals

Golden Gate Bridge Highway and Transit District; Marin, Mendocino, Napa and Sonoma Counties: Completed an appraisal of Southern Pacific right of way in the following corridors: Larkspur-Novato, Novato-Napa, Novato-Healdsburg and Willits-Healdsburg – the transactions closed.

Santa Clara Valley Transportation Authority: Appraised more than 100 miles of several Union Pacific corridors in the Silicon Valley area of California. Responsible for valuation under various scenarios and for the valuation of the improvements and going-concern, which were prepared by subcontractors under his supervision.

Peninsula Joint Powers Board: Appraised the following Southern Pacific, now Union Pacific, right of ways: San Francisco-San Jose, San Jose-Gilroy, Dumbarton Line and various other freight lines. Transaction went to closing.

Los Angeles Department of Water and Power: Appraised 100 miles of railroad right of way in northeast Nevada.

San Bernardino Area Governments (SANBAG): Appraised the Shortway line in San Bernardino, California. The right of way was part of a shared use corridor.

Alameda County Transportation Commission: Appraised the Oakland Subdivision to assist with prospective acquisition purposes for public transportation purposes.

Amtrak: Appraised the market value of various prospective pre-project Baltimore B&P Tunnel ventilation sites in Baltimore City for acquisition purposes in 2019 to 2021.

Union Pacific's Hollister Branch in San Benito County: Appraised the ATF and Corridor Value for the acquisition and private funding of the corridor. Transaction closed in 2013.

Napa Valley Wine Train: Beginning in 2002, appraised the 20.1-mile right of way to assist with: acquisition and disposition purposes; condemnation; mortgage financing and am currently on hold to assist them with the donation of a conservation easement on the entire right of way.

City of Whittier – Los Angeles County: Estimated the value of a portion of an abandoned Union Pacific railroad right of way called the La Habra Branch in 2007. Said right of way is encumbered with a gas pipeline and was being studied for the purpose of implementing a pedestrian trail.

Bay Area Rapid Transit (BART) District: Completed appraisal of right of way for BART between San Bruno and San Francisco International Airport for placement of an easement by Pacific Gas & Electric (PG&E)

Regional Transportation Commission of Southern Nevada: Reviewed an appraisal of Union Pacific's Las Vegas, Nevada Henderson Branch.

Union Pacific and Utah Transit Authority: Appraised the fee, easement and other property rights acquisition/dispositions involving more than 166 miles of Union Pacific right of way in the Salt Lake metropolitan area. This \$185 Million transaction closed in 2002.

DelDOT: As a licensed DE Certified General Real Estate Appraiser, appraised the Fair Market Value of an inactive portion of the Maryland & Delaware Railroad right-of-way in Lewes, DE for acquisition purposes in 2018. In addition, conducted several condemnation appraisal assignments for DelDOT throughout the state in general and southern DE in particular.

Fulton Financial Corporation, Lancaster, PA: Appraised the market value of a special purpose waterfront rail storage yard in Claymont, DE for loan underwriting purposes in 2018

Virginia Department of Rail and Public Transportation: Appraised several existing corridors for prospective acquisitions in 2018 and 2019 throughout the state.

Virginia Railway Express: Appraised existing Conrail railroad surface and subsurface easements in the redeveloping Union Market, DC area for purpose of acquiring the land and rights of way to develop a midday rail storage yard in 2018.

Canton Railroad, Baltimore City, MD: Appraised the corridor value of two CSX lines in Baltimore City for prospective acquisition purposes in 2018.

RailUSA, Boca Raton, FLA: Appraised the Net Liquidation Value of the CSX 430-mile Florida Panhandle rail line for budgetary, acquisition and internal record keeping purposes in 2018. The property was acquired in June 2019.

Port of Moses, Moses Lake, WA: Appraised the market value a segment of the Northern Columbia Basin Rail Rehabilitation Project in 2019 for economic development/acquisition purposes.

Southern Pacific/Union Pacific and Santa Cruz County Regional Transportation Commission, California: Appraised a 31-mile Southern Pacific, now Union Pacific-owned right of way in Santa Cruz County in 1995, 2002, 2008, and 2009. Mr. Anglemyer also studied the existing rental income and identified prospective lease income of the corridor property. This transaction closed in 2009.

CSX Real Property Inc. and Town of Mount Airy, Maryland – Mr. Anglemyer served as an arbitrator conducting a third appraisal of a railroad right of way – the two prior appraisals ranged widely. The transaction is currently being negotiated.

Norfolk Southern Company Real Estate Department: Appraised the Middle Brook Branch in New Jersey to assist with prospective disposition purposes.

Port Jersey Railroad: Appraised the railroad right of way for the owner in regards to an acquisition by the Port Authority of New York and New Jersey. The transaction closed in 2010.

New England Central Railroad: Appraised the 72.8-mile railroad right of way to assist with trackage rights negotiations.

OmniTRAX Holdings Combined, Inc.: Appraised the 69.03-mile Heart of Texas railroad right of way for right of way for internal record keeping purposes.

Grafton and Upton Railroad Company: Estimated the across-the-fence and corridor value of the land assets of a 15.4-mile rail line between North Grafton and Upton, Massachusetts for lending purposes.

Caton Loudon Railroad: Appraised this short line for the owner who donated it Baltimore City/County in Maryland who used as a recreational trail.

Southern Railroad Company of New Jersey, Atlantic City, Camden County: Conducted a Net Liquidation Value of an existing corridor in Southern New Jersey.

Virginia Railway Express: Appraised the Conrail Easement and Tunnel under New York Avenue needed for access to their proposed Midday Storage Yard located just north of Union Station in DC along with other property of Amtrak, the District and private property owners for condemnation purposes.

Dallas Area Rapid Transit Estimated the Corridor Value for five separate corridors in the Dallas Fort Worth area to assist with interagency transfers in 2006 and 2009.

Oklahoma Department of Transportation: Appraised the NLV of the Blackwell Subdivision to assist with internal record keeping purposes.

U.S. Internal Revenue Service: Reviewed an appraisal of 162 miles of Southern Pacific right of way between Llano, Texas and Giddings, via Austin and several other corridor appraisals in Washington and Oregon, which sold as "Bargain Exchanges" to government agencies or non-profit organizations.

City of Charlotte: Appraised a portion of the North Carolina Railroad Right of way and other properties that were ultimately acquired for the extension of their light rail system. The transaction closed with FTA approval in 2012.

Rocky Mount and Western Railroad Co. Inc. properties in Nash County, North Carolina: to facilitate an Offer of Financial Assistance (OFA) by the State of North Carolina using Surface Transportation Board (STB) valuation regulations (Net Liquidation Value) in 2005.

City of Burlington, Vermont: Estimated the value of a leased short line operating corridor for purposes of continued freight service and future public transportation, land banking and recreational trail purposes.

Federal Reserve Bank, Science Management Corporation and Proudfoot Consulting **1984 to 1988**
Management Consultant/Business Analyst - New York City and Pittsburgh, PA
Conducted business analysis and management consulting services for a wide range of industries and clients throughout the U.S. and Canada

Education

Johnson & Wales University
Providence, Rhode Island

Baccalaureate of Science - Business Management 1984

Completed all educational requirements for:

- MAI Designation
- Certified General Real Estate Appraiser license
- Real Estate Broker license
- Appraisal Institute's Litigation Professional Development Program

Professional Associations

- Designated Member of the Appraisal institute
- Certified General Real Estate Appraiser; VA, DC, MD and DE
- Board of Directors; Maryland Chapter of the Appraisal institute 2011-2022
- Candidate Advisor for the Appraisal Institute

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.
11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except

in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

- 26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 27. CONTROL:** Contractor shall be responsible for the control of the work.
- 28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 29. SAFEGUARDING PROPERTY:** Contractor shall be responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

- 38. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
- 39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any

right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 46. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 47. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
- 48. NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.
- 49. DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
- 50. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 51. TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
- 52. CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 53. CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 54. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 55. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
- 56. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
- 57. PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 58. CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

- 59. CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

- c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor’s obligations under the Contract have been met, including any warranty periods. Contractor’s failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

e. Professional Liability \$2,000,000

f. Network Security and Privacy Liability

Per claim \$2,000,000

Annual Aggregate \$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

- d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION**: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS**: Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE**: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES**: The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS**: Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.