

RESOLUTION NO. 2023-05

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS RELATED TO CONSOLIDATION OF UNIVERSITY CAMPUS AND ROAD PROJECTS

RECITALS:

WHEREAS, on July 5, 2017 the City of Flagstaff (“the City”) and the Arizona Board of Regents (“ABOR”) entered into an Intergovernmental Agreement related to Consolidation of University Campus and Road Projects (“the IGA”); and

WHEREAS, pursuant to A.R.S. § 9-407 City has published notice of its intention to exchange properties of substantially equal value with ABOR; and

WHEREAS, pursuant to the Flagstaff City Charter Article 7 § 5, and A.R.S. § 9-407 on March 7, 2023 the City adopted Ordinance No. 2023-04 authorizing the exchange of real property of substantially equal value; and

WHEREAS, the City desires to enter into a First Amendment to the IGA with ABOR to exchange real property of substantially equal value.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The First Amendment to the Intergovernmental Agreement related to Consolidation of University Campus and Road Projects with the Arizona Board of Regents (“the First Amendment”) attached hereto is hereby approved, and the Mayor is authorized to execute the same.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire or dispose of the real property interests as described in the First Amendment and to carry out the purpose and intent of said document.

SECTION 3. Effective Date.

This resolution shall be effective thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day March, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment:
First Amendment to the Intergovernmental Agreement related to Consolidation of University
Campus and Road Projects with the Arizona Board of Regents (including exhibits)

When recorded, return to:
City Clerk
211 W. Aspen Avenue
Flagstaff, Arizona 86001

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

Related to Consolidation of University Campus and Road Projects

THIS FIRST AMENDMENT is entered into this ____ day of _____, 2023 by and between CITY OF FLAGSTAFF, a municipal corporation of the state of Arizona (“CITY”) and ARIZONA BOARD OF REGENTS, a body corporate with perpetual succession pursuant to the laws of the State of Arizona, for and on behalf of Northern Arizona University, a public institution of higher education (hereinafter the Arizona Board of Regents shall be referred to as “UNIVERSITY”), and amends that Intergovernmental Agreement entered into by the parties on July 5, 2017 (the “Agreement”).

RECITALS:

WHEREAS, the purpose of the Agreement and this Amendment is to provide for real property transactions between the parties wherein valuable consideration is, has or will be exchanged in order to build a better community; and

WHEREAS, on March 7, 2023 CITY adopted Ordinance No. 2023-04 which authorizes the exchange of properties of substantially equal value with UNIVERSITY;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree to amend the Agreement as follows:

Paragraph 1 of the Agreement (additions shown as underlined text, deletions shown as stricken):

TERM

This Agreement shall commence on August 15, 2017 and continue for a period of twenty-
(20) ~~ten (10)~~ years, unless sooner terminated as provided herein. This Agreement may be renewed or extended by mutual agreement of the parties.

Paragraph 7 of the Agreement is amended by adding a new subsection d to read as follows:

- d. UNIVERSITY owns property along either side of Lone Tree Road between Pine Knoll Drive and Zuni Drive. CITY desires to expand the width of Lone Tree Road in this stretch in Fiscal Years 2026-2027 & 2027-2028. The parties will meet and negotiate in good faith to determine how CITY needs for expansion of Lone Tree Road can be achieved through purchase or exchange of property of substantially equal value. A map showing this area is attached hereto as Exhibit 1. The parties understand that in

accordance with ABOR policy, UNIVERSITY may be required to seek approval from ABOR for any agreed upon real property transaction.

Paragraph 8 of the Agreement is amended by adding a new subsection d to read as follows:

- d. As contemplated by the IGA, CITY entered into a Development Agreement with German Dobson CVS, LLC, dated September 18, 2017 which was recorded on September 19, 2017 in the official records of the Coconino County Recorder, **Docket No. 3796197**. The developer did not proceed with development. The developer sold the property encumbered by the Development Agreement to the Arizona Board of Regents, and title was transferred by Special Warranty Deed and recorded on December 12, 2018 in the **Docket No. 3831701**. The CITY agrees to cancel the Development Agreement.

Section 10 is deleted in its entirety and replaced with the following:

10. MISCELLANEOUS AND ADDITIONAL PROJECT TRANSACTIONS

10.1 PINE KNOLL DRIVE – STREETLIGHTS AND SIDEWALK

A sidewalk/streetlight project from the Southeast corner of San Francisco Street and Pine Knoll Dr. to the Southwest corner of Pine Knoll Dr and Lone Tree was completed in the summer of 2016 and this Agreement memorializes the parties' responsibilities. See Exhibit M, overview map.

- a. UNIVERSITY is responsible for maintenance of the sidewalk and landscaping in the CITY right of way.
- b. CITY is responsible for maintenance of CITY-owned poles and lamps.
- c. CITY is responsible for paying energy costs for poles and lamps.

10.2 ADOT WORK AJACENT TO MCCONNELL DRIVE – TRANSFER OF SEWER EASEMENT TO CITY

UNIVERSITY granted a Sewer Easement to CITY within Coconino County Assessor Parcel No. 103-24-005R, in exchange for payment of fair market value of \$3,187.50. The Sewer Easement is recorded on July 26, 2022 in the records of the Coconino County Recorder, instrument **Docket No. 3955891**. This easement was necessitated by an Arizona Department of Transportation (“ADOT”) project along Milton Avenue/State Route 89A. ADOT is reimbursing CITY the cost of the Sewer Easement. This section is to memorialize this transaction.

10.3 STUDENT ATHLETE HIGH PERFORMANCE CENTER – TRANSFER OF WATER AND SEWER EASEMENT TO UNIVERSITY

CITY granted a Water and Sewer Easement to UNIVERSITY within Coconino County Assessor Parcel No. 103-18-003A. The easement area is approximately 3,071 square feet.

The existing utility mains are owned and maintained by UNIVERSITY in this area. The Water and Sewer Easement is recorded on December 9, 2020 in the records of the Coconino County Recorder, **Docket No. 3897980**. This section is to memorialize this transaction.

10.4 ABANDONED PUBLIC RIGHT-OF-WAY ON HOSKINS AVENUE AT FOUNTAINE STREET – TRANSFER OF TITLE TO UNIVERSITY

Pursuant to Ordinance No. 2022-31 CITY abandoned approximately 5,237 square feet of public right-of-way at the northwest corner of Fontaine Street and Hoskins Avenue (“Hoskins Avenue Parcel”). CITY retained a 20’ wide strip of Hoskins Avenue for public utilities and a future FUTS trail. The Hoskins Avenue Parcel is located adjacent to UNIVERSITY owned parcels, Coconino County Assessor Parcel No. 104-02-064 (a residential lot), and Parcel No. 103-05-003.

- a. CITY will grant fee simple title to the Hoskins Avenue Parcel to UNIVERSITY. The form of Special Warranty Deed along with a legal description and map of the property to be conveyed are attached hereto as Exhibit 2.

10.5 UNIVERSITY DRIVE–TRANSFER OF TITLE TO CITY, IMPROVEMENTS

UNIVERSITY owns University Drive east of Milton Road/Highway 89A, Coconino County Assessor Parcel No. 103-22-003A. University Drive serves as a public access to adjacent commercial properties and as an entrance way into the NAU Campus.

CITY desires to make road improvements to University Drive to meet City standards, and to construct a bicycle and pedestrian underpass under Milton Road/Highway 89A, as part of the Beulah Extension/University Realignment Project. It is anticipated the improvements will benefit both the public and NAU students crossing Milton Road.

CITY is willing to assume ownership of University Drive from the NAU Campus to Milton Road, which consists of 86,068 square feet of area (“the University Drive Parcel”).

- a. UNIVERSITY shall grant fee simple title to CITY for the University Drive Parcel on or before April 10, 2023 by Special Warranty Deed. A form of Specialty Warranty Deed along with the legal description and map of the property to be transferred are attached hereto as Exhibit 3.
- b. UNIVERSITY shall grant a drainage easement to CITY for an area on Coconino County Assessor Parcel No. 103-18-001, approximately 1,173 square feet in area (“University Drive Drainage”). The form of drainage easement with attached legal description and map are attached hereto as Exhibit 4.
- c. UNIVERSITY shall grant a drainage easement to CITY for an area on Coconino County Assessor Parcel No. 103-19-001B, approximately 882 square feet in area (“the

Drainage Inlet”). The form of drainage easement with attached legal description and map are attached hereto as Exhibit 5.

- d. CITY at its expense will be responsible for design and construction of the Beulah Extension/University Realignment Project; provided, however, UNIVERSITY may elect to participate in the costs. CITY will assume responsibility for ongoing maintenance of University Drive Parcel as public right-of-way, except for snow plowing.
- e. UNIVERSITY at its expense shall be responsible for snow plowing the University Drive Parcel until such time as the CITY agrees in writing to assume snow plowing operations or UNIVERSITY no longer has funding to perform snowplowing service on the NAU Campus in Flagstaff. The CITY and UNIVERSITY shall enter into a separate operational agreement for snow plowing. CITY shall indemnify and hold UNIVERSITY harmless from any claims related to performance under this provision except claims directly associated with acts or omissions of UNIVERSITY employees. This clause shall survive termination or expiration of the IGA.

A new Paragraph 20 is added to the Agreement, to read as follows:

20. COMPLETED TRANSACTIONS.

The parties have completed the following transfers of property interests pursuant to the Agreement, paragraphs 3, 4, 7, all recorded on November 14, 2017 in the official records of the Coconino County Recorder:

- a. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street, a portion of Dupont Avenue, a 16’ alley in block 158 of the Normal School Addition subdivision and a portion of Ellery Avenue, dated 11/8/17. **Docket No. 3801245.**
- b. Special Warranty Deed granted by Arizona Board of Regents on behalf of Northern Arizona University for a parcel of land adjacent to Lone Tree Road (adjoining to a 75 feet westerly of Lone Tree Road), dated 10/12/17. **Docket No. 3801249.**
- c. Coconino County Combination/Split Request Form APN 103-18-004A, for right-of-way to include as part of Lone Tree Road. **Docket No. 3801248.**
- d. Ordinance No. 2017-20 authorizing abandonment and conveyance of public right-of-way in a portion of Humphreys Street, alley under Drury Inn, alley under High Country Conference Center, a portion of Verde Street to Arizona Board of Regents in exchange for property of substantially equal value, dated 6/20/17. **Docket No. 3801242.**

- e. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of Humphreys Street as shown in Instrument No. 3494098 of the Coconino County Recorder, dated 8/28/17, a portion of North-South 16' alley of Block 139 and a portion of East-West 16' alley of Block 140. **Docket No. 3801243.**
- f. Easement for Public Utilities granted by Arizona Board of Regents on behalf of Northern Arizona University for a portion of University Drive, dated 11/8/17. **Docket No. 3801247.**
- g. Special Warranty Deed granted by City of Flagstaff to Arizona Board of Regents on behalf of Northern Arizona University for a portion of the right-of-way for Verde Street, dated 8/28/17. **Docket No. 3801246.**
- h. Easement for Ingress and Egress (Humphreys St) granted by Arizona Board of Regents on behalf of Northern Arizona University for real property located along Humphreys Street south of Butler Avenue, dated 11/8/17. **Docket No. 3801244.**

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set forth their hands, through representatives duly so authorized, the date and date first above written.

NORTHERN ARIZONA UNIVERSITY

 José Luis Cruz Rivera, President

Approved as to form:

 General Counsel

CITY OF FLAGSTAFF

 Becky Daggett, Mayor

Approved as to form:

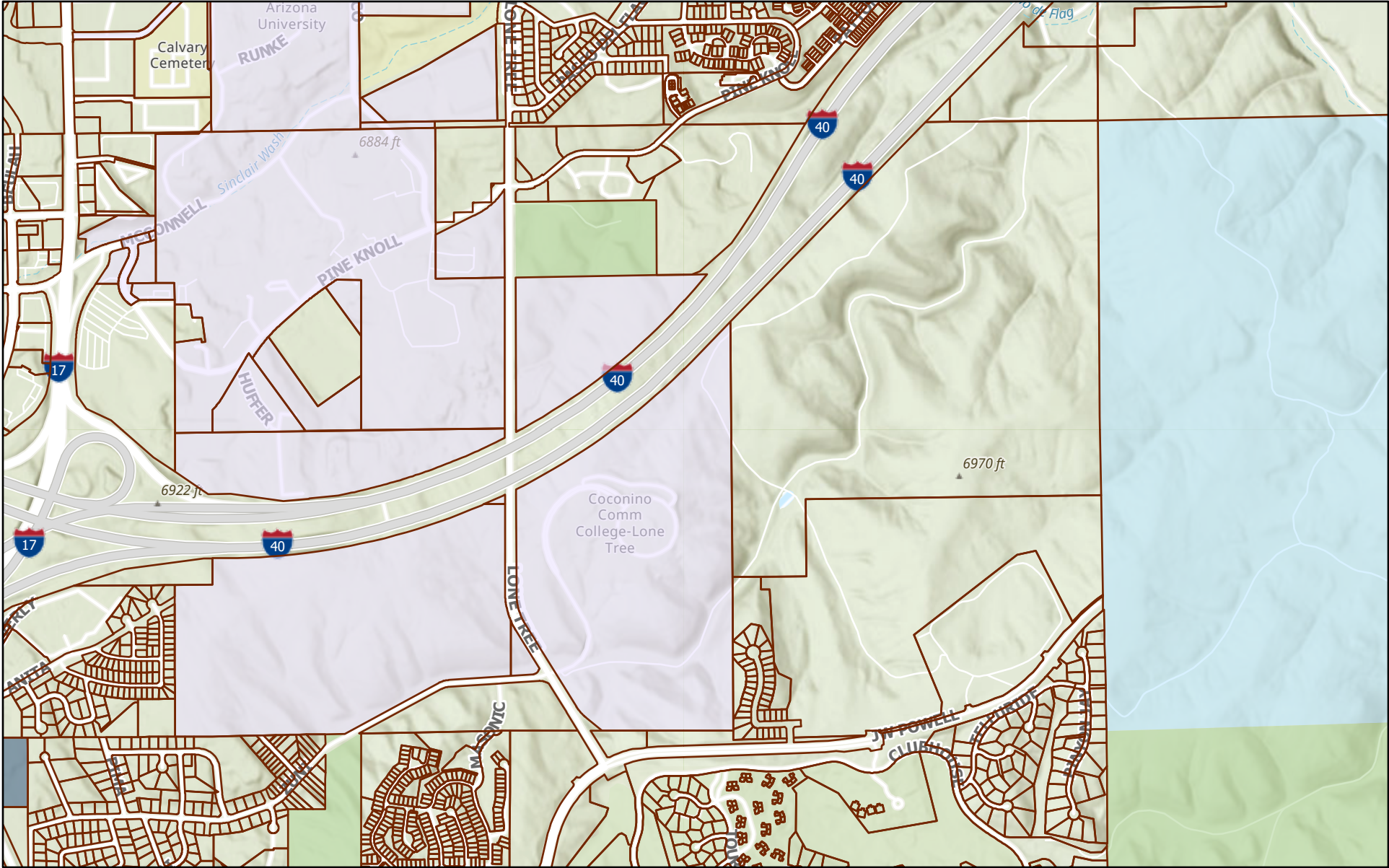
 City Attorney

Attachments:

Exhibit 1 Lone Tree Road map, showing areas where land is needed (Pine Knoll to Zuni)

- Exhibit 2 Special Warranty Deed, with legal description and map (Hoskins Avenue Parcel)
- Exhibit 3 Special Warranty Deed, with legal description and map (University Drive Parcel)
- Exhibit 4 Drainage Easement, with legal description and map (University Drive Drainage)
- Exhibit 5 Drainage Easement, with legal description and map (Drainage Inlet)

Exhibit 1 Lone Tree Road Map



9/29/2022, 8:09:43 AM

- County Boundary
- Municipal Boundaries
- Coconino County Parcels
- National Forest
- Arizona Board of Regents

County Land Ownership

- Arizona Game and Fish

Lone Tree
Widening Corridor
Where Land is Needed For
Illustration Purposes

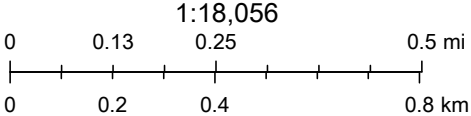


EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING**;

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

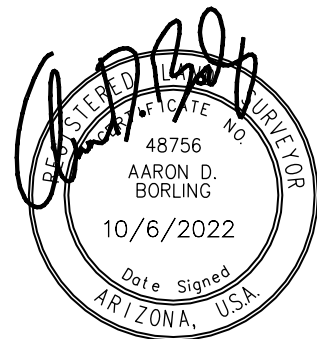
Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING**.

Containing 5,237 square feet, or 0.12 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.

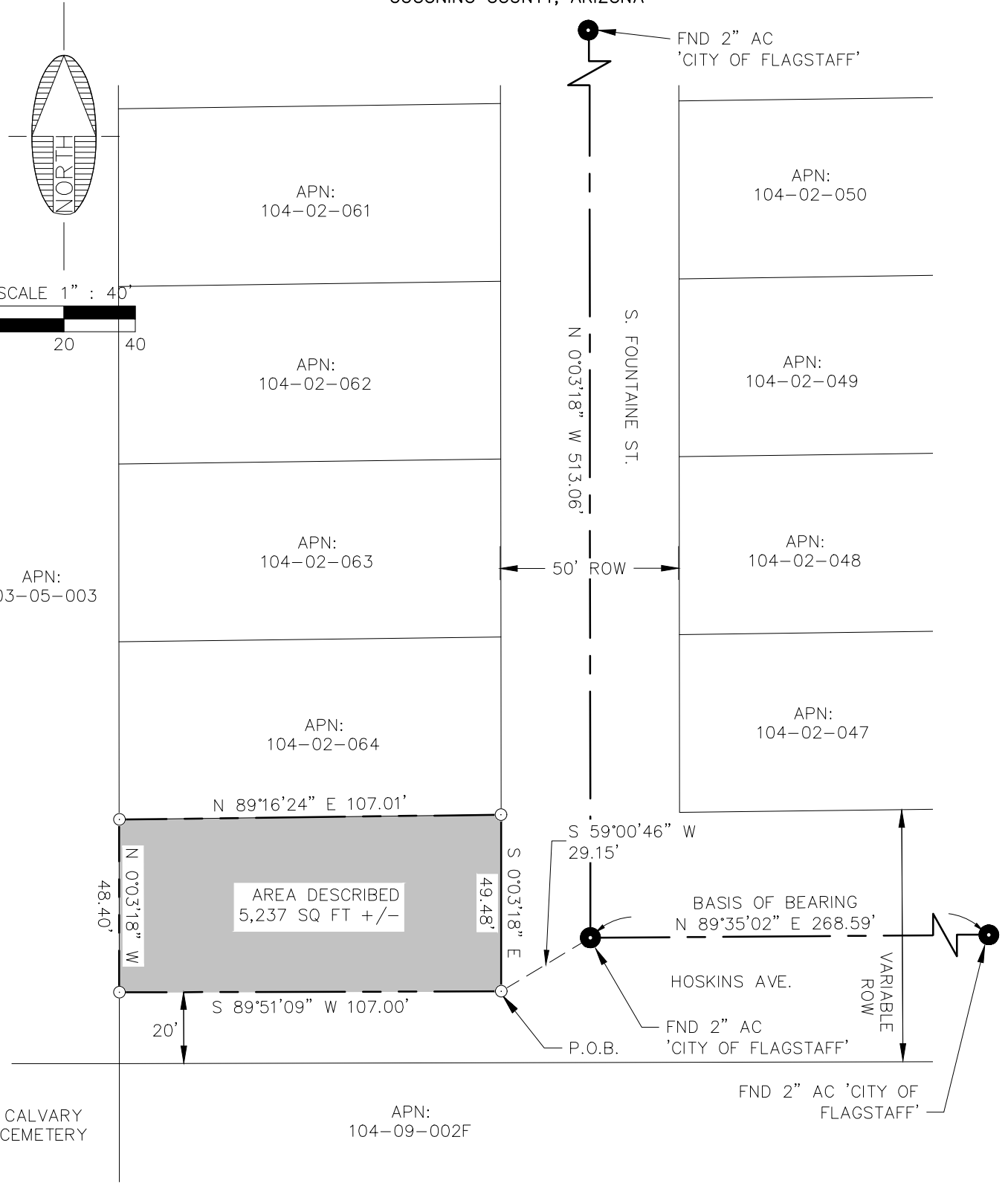


PLOTTED: Oct 06, 2022-3:32pm

FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE_ROW.DWG ABORLING

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 21 NORTH, RANGE 7 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 COCONINO COUNTY, ARIZONA



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

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. FLAGSTAFF ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of West University Drive as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, and the **TRUE POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk, and the beginning of a tangent curve concave to the northwest, having a radius of 181.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 142.44 feet;

Thence continuing along said Right-of-Way line, North 44°30'57" East, 497.65 feet to the southwest corner of Assessor's Parcel Number 103-19-001B;

Thence continuing along said Right-of-Way line, and along the southerly line of said parcel, North 44°30'56" East, 280.01 feet to the southeast corner of said parcel;

Thence South 00°00'00" East, 85.65 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 716.66 feet to the beginning of a tangent curve concave to the northwest, having a radius of 241.42 feet and a central angle of 44°59'11";

Thence continuing along said Right-of-Way line, and westerly along said curve, 189.55 feet;

Thence continuing along said Right-of-Way line, South 89°30'38" West, 519.40 feet to the beginning of a tangent curve concave to the south, having a radius of 25.00 feet and a central angle of 4°35'24";

Thence continuing along said Right-of-Way line, and westerly along said curve, 2.00 feet;

Thence leaving said Right-of-Way line, North 1°21'41" West, 60.00 feet to a point on the northerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, North 89°30'39" East, 1.50 feet to the **TRUE POINT OF BEGINNING**;

Containing 1.98 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.

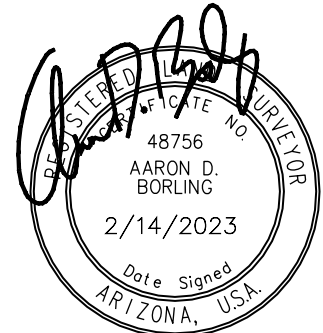
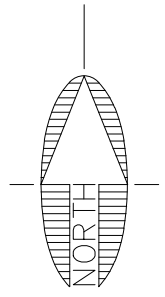
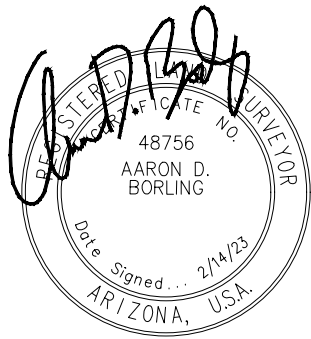
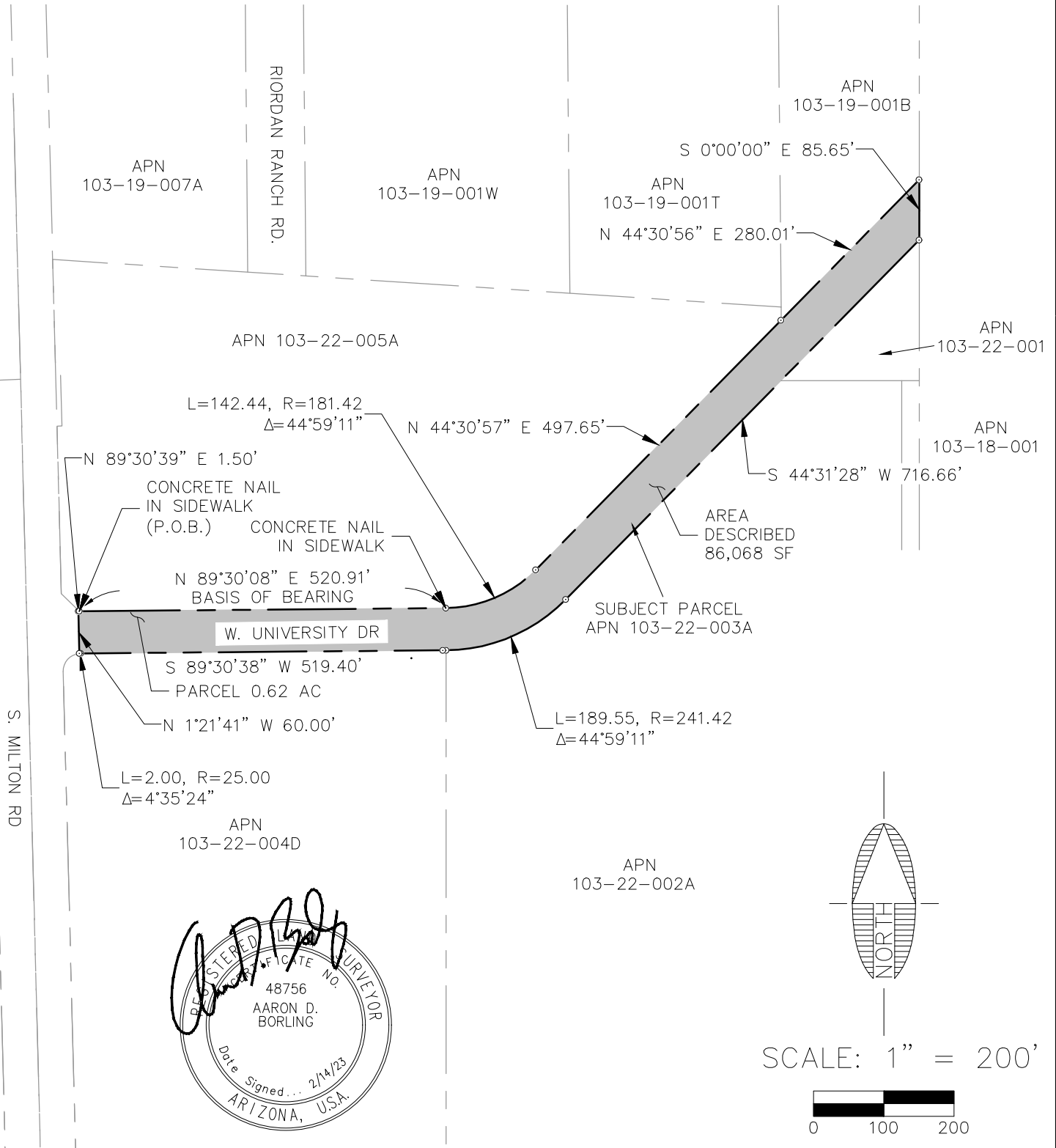


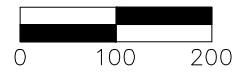
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

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

FILE: \\vr-fileflag\Projects\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\BU-79 103-22-003A_NAU ROW EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Feb 14, 2023-4:13pm



SCALE: 1" = 200'



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.

 Shephard Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE FEB 23 SCALE 1"=200' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY FLAGSTAFF, ARIZONA	SHEET 2 OF 2
	LEGAL EXHIBIT			

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-22-003A; 103-18-001

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, (“Grantor”), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage (“the drainage system”).
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title: _____
Its authorized representative

State of _____)

County of _____)

ss.

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION

Exhibit 'A'

#18121

2/14/2023

A portion of Assessor's Parcel Number 103-18-001 lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of that parcel of land as described in Docket 205, Page 66, Official Records of Coconino County, from which a point on the northerly Right-of-Way line of West University Avenue as described in Docket 206, Page 332, and as shown on Book 10 of Maps, Page 10, Official Records of Coconino County bears North 00°00'00" East, 604.87 feet;

Thence North 00°00'00" East, 206.49 feet to a point on the easterly Right-of-Way line of West University Avenue, and the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 00°00'00" East, 24.13 feet;

Thence leaving said Right-of-Way line, North 41°31'35" East, 35.53 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 46.13 feet to the **TRUE POINT OF BEGINNING**;

Containing 1,173 square feet, or 0.027 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.

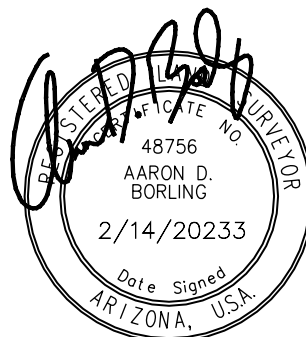
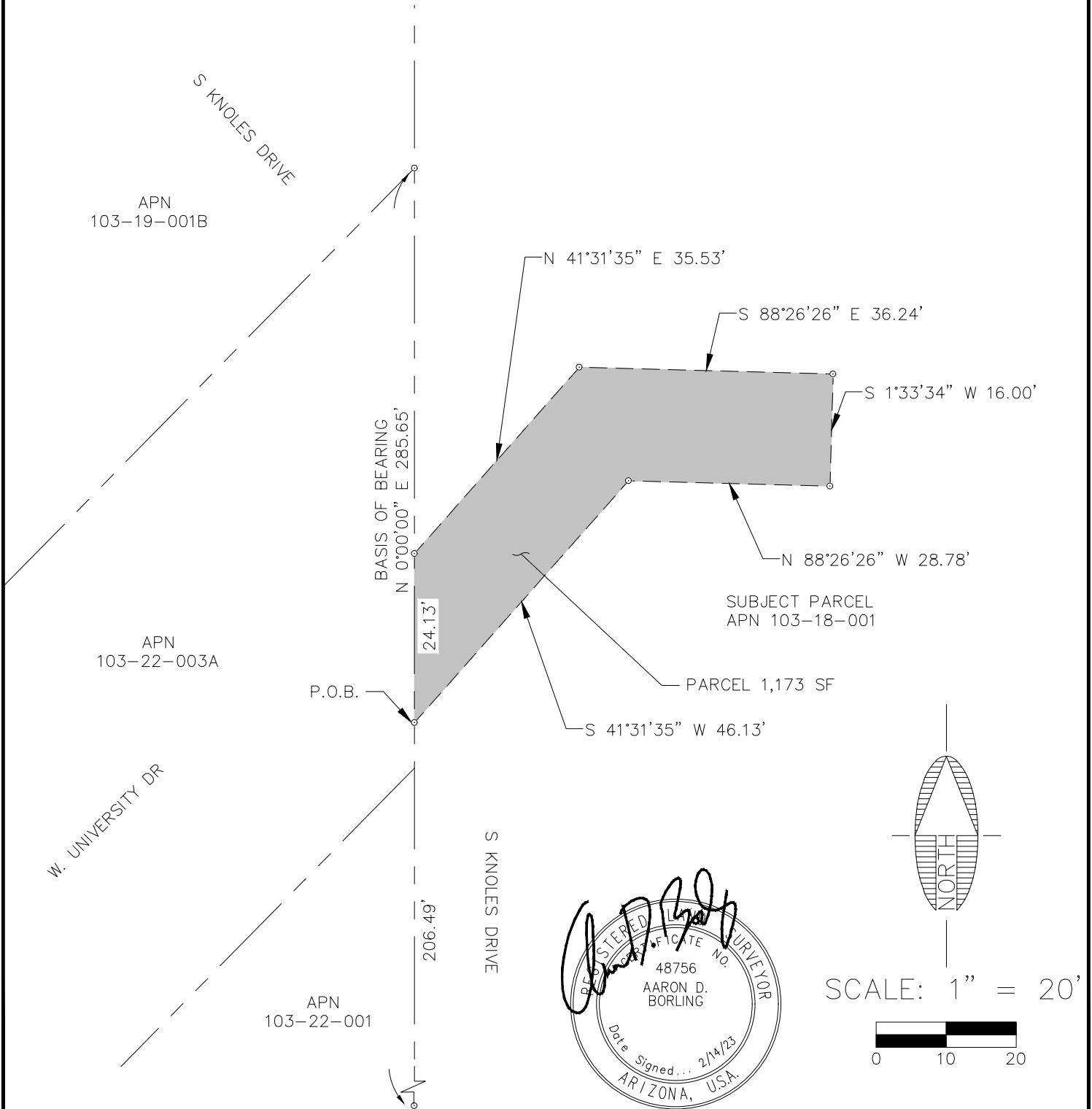


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
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.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE FEB 23 SCALE 1"=20' DRAWN JEE DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Coconino County APN: 103-19-001B

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS for and on behalf of NORTHERN ARIZONA UNIVERSITY, (“Grantor”), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibits (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage (“the drainage system”).
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the easement.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. The easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 202__.

Grantor: _____

By: _____

Title: _____
Its authorized representative

State of _____)

County of _____)

ss.

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment: Exhibit

LEGAL DESCRIPTION

Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING**;

Containing 882 square feet, or 0.02 acres, more or less.

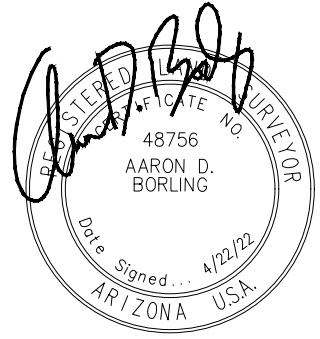
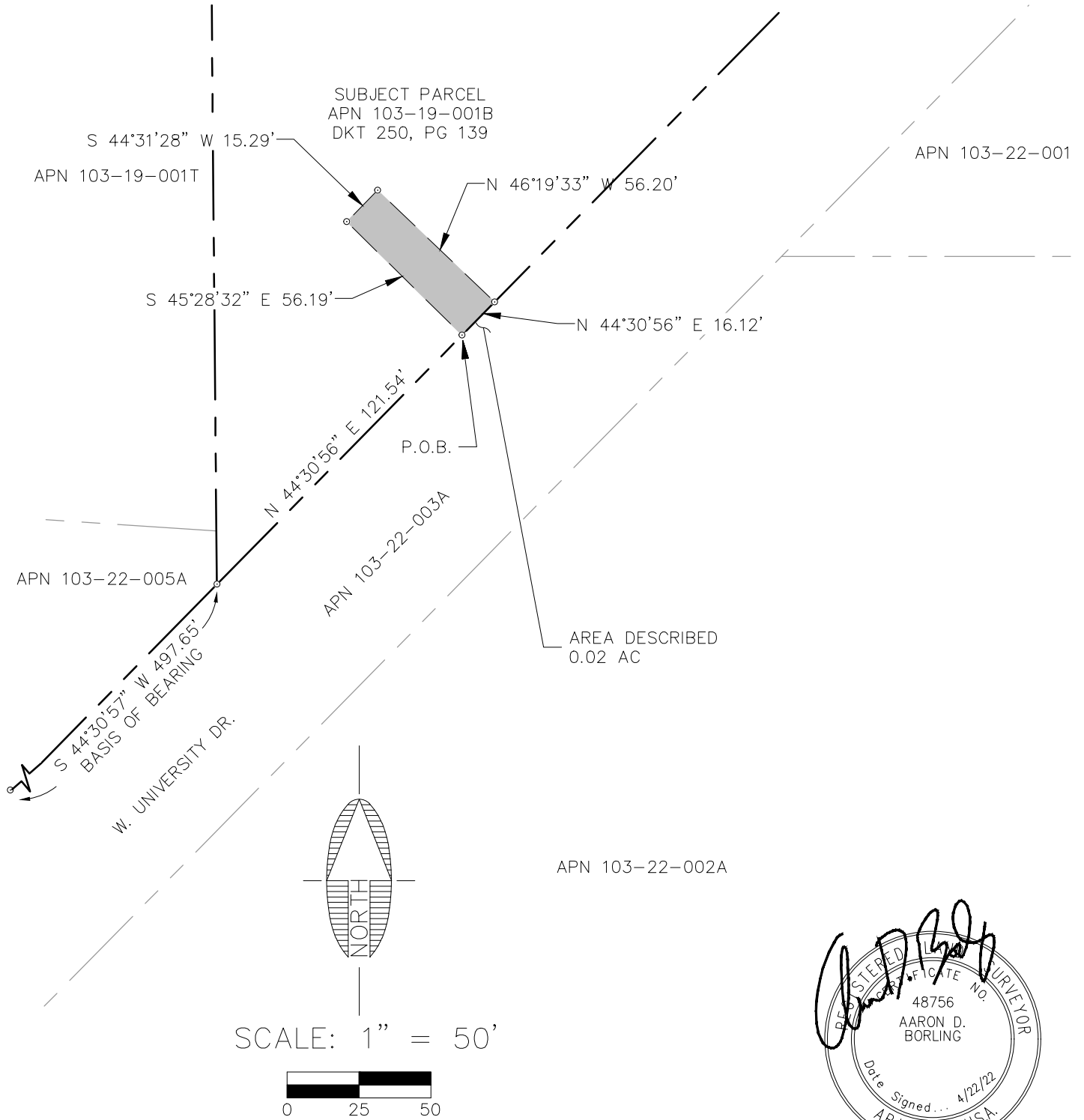
See Exhibit 'B' attached hereto and made a part hereof.

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




EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
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.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE APR 22 SCALE 1"=50' DRAWN RPR DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2
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