

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

PUBLIC ROAD EASEMENT

AUTHORITY:

National Forest Roads and Trails Act, 16 U.S.C. 532-538

This public road easement (hereinafter "easement"), dated June 13, 2023, is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to CITY OF FLAGSTAFF, of the State of AZ (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for construction, reconstruction, operation, and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road.

This easement is located on lands in the County of Coconino, State of Arizona.

This easement is 60 (30-feet from centerline) feet wide and 12,298.44 feet long and covers approximately 16.94 acres in the Sec. 15, T. 22 N., R. 8 E., GILA AND SALT RIVER MERIDIAN, Sec. 11, T. 22 N., R. 8 E., GILA AND SALT RIVER MERIDIAN, ("the easement area"), as shown on the map attached as an appendix to this easement. This and any other appendices are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.
3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.
4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the grantee's right to cut vegetation under clause III.D.

F. ASSIGNABILITY. This easement is not assignable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS

A. CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD. The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. NONDISCRIMINATION. The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. PREVENTION AND CONTROL OF SOIL EROSION. Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement area and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or

discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or
 2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:
 - (a) The easement or segment of the easement is not being preserved for prospective future use;
 - (b) The authorized officer gives the grantee written notice of the revocation; and
 - (c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.
- B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted; or
2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

D. Cultural Resources Protection (D001RO). The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

E. Native American Grave Protection and Repatriation Act (X003RO). Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On 05/22/2023, I, the grantee, have read, understood, and accepted the terms of this easement.



GREG CLIFTON
City Manager
City of Flagstaff, AZ

5/22/23

DATE

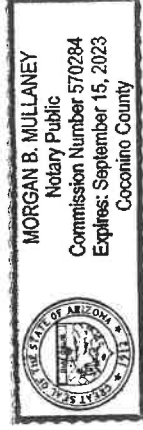
STATE OF Arizona
Cococino COUNTY

On 05/22/2023, before me, a notary public in the State of Arizona, personally appeared GREG CLIFTON, known to me to be the person who signed this easement as the grantee.



Notary Public for the State of Arizona

My commission expires 09/15/2023



On June 13, 2023, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

Auth ID: FLG246
Contact Name: CITY OF FLAGSTAFF
Use Code: 751, 915

FS-2700-9f (09/2020)
OMB No. 0596-0082

UNITED STATES OF AMERICA



AARON W. MAYVILLE
Forest Supervisor
Coconino National Forest
USDA Forest Service

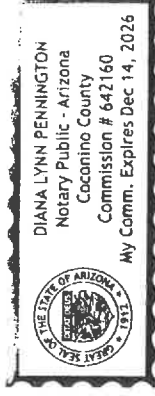
6/13/2023

DATE

STATE OF Arizona
Coconino COUNTY

On June 13, 2023, before me, a notary public in the State of Arizona, personally appeared Aaron Mayville, Forest Supervisor Coconino National Forest, known to me to be the person who signed this easement as the grantee.


Notary Public for the State of Arizona
My commission expires Dec. 14, 2026



According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.


The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

City of Flagstaff
FLG246
Public Road Easement
USDA Forest Service

Attest:


City Clerk

Approved as to form:


City Attorney

022914

EXHIBIT 'A'

LEGAL DESCRIPTION

A portion of Section 10, Section 11, Section 15, and Section 22, Township 22 North, Range 8 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a 3-inch USDI-BLM Brass cap in a hand hole at the northwest corner of said Section 22, from which a 3-inch USDI-BLM brass cap marked 'W-W 1/64 S15 | S22' bears South 89°57'30" East, 662.00 feet (Basis of Bearing), said point being in common with the south line of the Johnson Ranch Phase 1 Subdivision as shown on Instrument Number 3775137, Official Records of Coconino County;

Thence along the north line of said Section 22, South 89°57'30" East, 70.11 feet to a point in common with the easterly Right-of-Way line of U.S. Highway 89 and said south line of the Johnson Ranch Phase 1 Subdivision, and the **TRUE POINT OF BEGINNING**;

Thence along said south line, South 89°57'30" East, 591.89 feet to a 3-inch USDI-BLM brass cap marked 'W-W 1/64 S15 | S22';

Thence continuing along said south line, North 89°55'58" East, 207.64 feet to a 3-inch USDI-BLM brass cap marked 'COR 13 HES 374';

Thence continuing along said south line, North 89°40'59" East, 55.50 feet to a 3-inch USDI-BLM brass cap marked 'COR 23 HES 374';

Thence continuing along said south line, South 89°51'23" East, 379.92 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 42°16'03" and being subtended by a chord which bears South 68°54'48" West, 253.10 feet;

Thence leaving said south line, and southwesterly along said curve, 258.94 feet;

Thence North 0°02'50" East, 10.00 feet;

Thence North 89°57'10" West, 997.22 feet to a point on said easterly Right-of-Way line of U.S. Highway 89, and the beginning of a non-tangent curve concave to the west, having a radius of 5796.00 feet and a central angle of 0°48'06" and being subtended by a chord which bears North 1°07'08" West, 81.09 feet;

Thence along said Right-of-Way line, and northerly along said curve, 81.09 feet to the **TRUE POINT OF BEGINNING**;

Containing 2.02 acres, more or less, with an approximate alignment length of 1,156 feet.

See Exhibit 'B-1' attached hereto and made a part hereof.

Parcel 2:

Commencing at a 3-inch USDI-BLM brass cap marked 'COR 18 HES 374' on the south line of the Johnson Ranch Phase 2 Subdivision as shown on Instrument Number 3867730, Official Records of Coconino County, from which a 3-inch USDI-BLM brass cap marked 'C-N-S-S 1/256' at the southeast corner of said Johnson Ranch Phase 2 Subdivision bears South 89°45'47" East, 1291.79 feet (Basis of Bearing);

Thence along said south line, South 89°45'47" East, 154.64 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said south line, South 89°45'47" East, 1137.15 feet to a 3-inch USDJ-BLM brass cap marked 'C-N-S-S 1/256' at the southeast corner of said Johnson Ranch Phase 2 Subdivision;

Thence along the east line of said Johnson Ranch Phase 2 Subdivision, and the North-South midsection line of said Section 15, North 1°24'54" West, 111.92 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 250.00 feet and a central angle of 15°38'37" and being subtended by a chord which bears North 30°09'16" East, 68.05 feet;

Thence leaving said midsection line, and said east line, and northeasterly along said curve, 68.26 feet;

Thence North 22°19'57" East, 868.86 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet and a central angle of 28°01'42";

Thence northeasterly along said curve, 171.22 feet;

Thence North 49°51'53" East, 396.77 feet to the beginning of a tangent curve concave to the southeast, having a radius of 2050.00 feet and a central angle of 6°47'00";

Thence northeasterly along said curve, 242.70 feet;

Thence North 56°38'53" East, 799.00 feet to the beginning of a tangent curve concave to the northwest, having a radius of 250.00 feet and a central angle of 23°36'00";

Thence northeasterly along said curve, 102.97 feet;

Thence North 33°02'53" East, 342.82 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 10°09'00";

Thence northeasterly along said curve, 79.72 feet;

Thence North 22°53'53" East, 501.06 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 8°57'00";

Thence northeasterly along said curve, 70.29 feet;

Thence North 13°56'53" East, 1693.78 feet to the beginning of a tangent curve concave to the southeast, having a radius of 350.00 feet and a central angle of 18°24'00";

Thence northeasterly along said curve, 112.40 feet;

Thence North 32°20'53" East, 641.16 feet to the beginning of a tangent curve concave to the northwest, having a radius of 450.00 feet and a central angle of 12°15'00";

Thence northeasterly along said curve, 96.21 feet;

Thence North 20°05'53" East, 326.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 950.00 feet and a central angle of 6°55'00";

Thence northeasterly along said curve, 114.68 feet;

Thence North $13^{\circ}10'53''$ East, 553.88 feet to the beginning of a tangent curve concave to the southeast, having a radius of 483.81 feet and a central angle of $31^{\circ}22'42''$;

Thence northeasterly along said curve, 264.96 feet;

Thence North $24^{\circ}30'53''$ East, 312.32 feet to a point on the westerly line of the Cinder Lake Townsite as shown on Instrument Number 3576930, Official Record of Coconino County, Arizona;

Thence along said westerly line, South $1^{\circ}10'04''$ West, 403.26 feet;

Thence leaving said westerly line, South $51^{\circ}02'27''$ West, 128.60 feet to the beginning of a tangent curve concave to the southeast, having a radius of 224.00 feet and a central angle of $37^{\circ}51'34''$;

Thence southwesterly along said curve, 148.01 feet;

Thence South $13^{\circ}10'53''$ West, 478.59 feet to the beginning of a tangent curve concave to the northwest, having a radius of 1040.00 feet and a central angle of $6^{\circ}55'00''$;

Thence southwesterly along said curve; 125.55 feet;

Thence South $20^{\circ}05'53''$ West, 326.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of $12^{\circ}15'00''$;

Thence southwesterly along said curve, 115.45 feet;

Thence South $32^{\circ}20'53''$ West, 641.16 feet to the beginning of a tangent curve concave to the southeast, having a radius of 260.00 feet and a central angle of $18^{\circ}24'00''$;

Thence southwesterly along said curve, 83.50 feet;

Thence South $13^{\circ}56'53''$ West, 1693.78 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of $8^{\circ}57'00''$;

Thence southwesterly along said curve, 84.35 feet;

Thence South $22^{\circ}53'53''$ West, 501.06 feet to the beginning of a tangent curve concave to the northwest, having a radius of 540.00 feet and a central angle of $10^{\circ}09'00''$;

Thence southwesterly along said curve, 95.66 feet;

Thence South $33^{\circ}02'53''$ West, 264.59 feet;

Thence South $56^{\circ}57'07''$ East, 10.00 feet;

Thence South $33^{\circ}02'53''$ West, 78.23 feet to the beginning of a tangent curve concave to the northwest, having a radius of 350.00 feet and a central angle of $23^{\circ}36'00''$;

Thence southwesterly along said curve, 144.16 feet;

Thence South $56^{\circ}38'53''$ West, 799.00 feet to the beginning of a tangent curve concave to the southeast, having a radius of 1950.00 feet and a central angle of $6^{\circ}47'00''$;

Thence southwesterly along said curve, 230.86 feet;

Thence South 49°51'53" West, 280.00 feet;

Thence North 40°08'07" West, 10.00 feet;

Thence South 49°51'53" West, 116.77 feet to the beginning of a tangent curve concave to the southeast, having a radius of 260.00 feet and a central angle of 27°31'35";

Thence southwesterly along said curve, 124.91 feet;

Thence South 67°40'03" East, 30.01 feet;

Thence South 22°19'57" West, 70.00 feet;

Thence North 67°40'03" West, 30.00 feet;

Thence South 22°19'57" West, 801.92 feet;

Thence South 67°40'03" East, 11.00 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 67°35'10" and being subtended by a chord which bears South 56°07'33" West, 390.45 feet;

Thence southwesterly along said curve, 414.04 feet;

Thence South 89°55'08" West, 758.40 feet to the beginning of a tangent curve concave to the southeast, having a radius of 249.00 feet and a central angle of 90°47'47";

Thence southwesterly along said curve, 394.59 feet;

Thence South 0°52'39" East, 371.14 feet to the beginning of a tangent curve concave to the northwest, having a radius of 351.00 feet and a central angle of 44°19'35";

Thence southwesterly along said curve, 271.55 feet to a point on the east line of the Johnson Ranch Phase 1 Subdivision as shown on Instrument Number 3775137, Official Records of Coconino County;

Thence along said east line, North 1°33'00" West, 777.14 feet to the beginning of a tangent curve concave to the southeast, having a radius of 180.00 feet and a central angle of 91°47'13";

Thence northeasterly along said curve, 288.36 feet to the **TRUE POINT OF BEGINNING**;

Containing 21.41 acres, more or less, with an approximate alignment length of 9,591 feet.

See Exhibit 'B-1' through 'B-3' 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

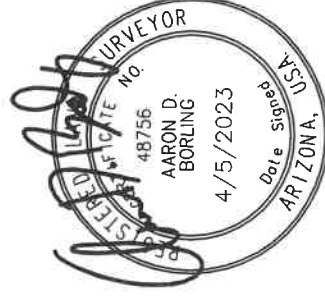
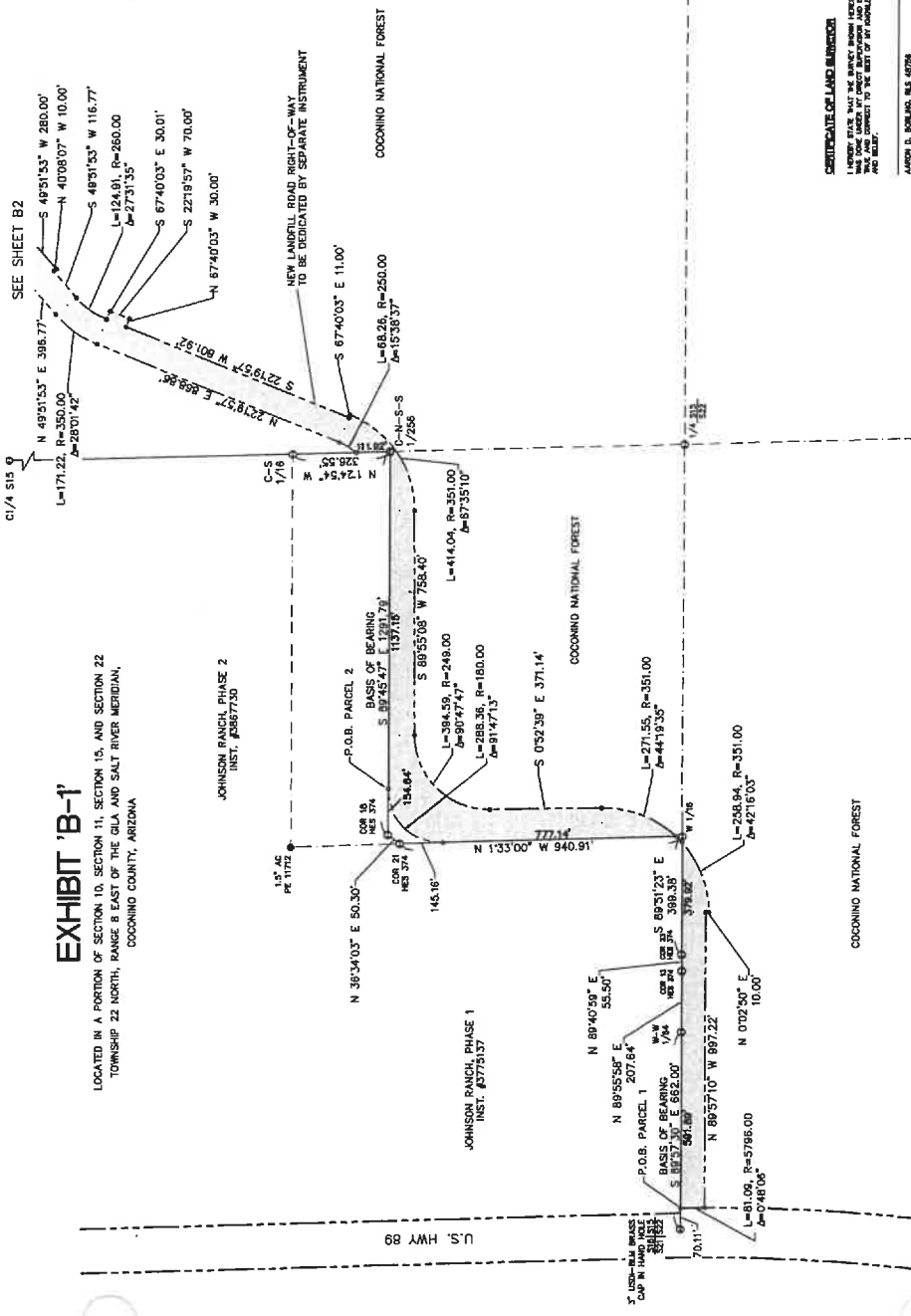


EXHIBIT 'B-1'

LOCATED IN A PORTION OF SECTION 10, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



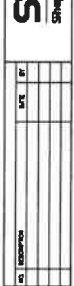
CERTIFICATE OF LAND SURVEY

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ARMON D. BURKARD, R.L.S. 42796



CALL FOR INFORMATION AND
1-800-SWAVE-IT



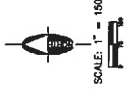
110 West Olive Ave
Flagstaff, AZ 86001
908-773-0000
www.swi.com

DATE OF SURVEY: 08/20/2018
SCALE: 1" = 150'
SHEET NO. 6 OF 7
LEGAL EXHIBIT
COCONINO COUNTY, ARIZONA
LANDFILL ROAD

EXHIBIT 'B-2'

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA

NEW LANDFILL ROAD RIGHT-OF-WAY
TO BE DEDICATED BY SEPARATE INSTRUMENT



COCONINO NATIONAL FOREST

COCONINO NATIONAL FOREST

JOHNSON RANCH,
PHASE 2
INST. #386730

N 49°51'53" E 386.77'
L=242.70, R=2050.00
Δ=647.00"

COCONINO NATIONAL FOREST

COCONINO NATIONAL FOREST

SEE SHEET B1

SEE SHEET B3

L=70.29, R=450.00
Δ=657.00"

L=84.35, R=540.00
Δ=857.00"

L=84.35, R=540.00
Δ=857.00"

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Δ=657.00"

1/4 S15 | S14



CERTIFICATE OF LAND SURVEYOR
I HEREBY STATE THAT THE SURVEY BEFORE ME HAS
BEEN DONE UNDER MY DIRECT SUPERVISION AND IN
ACCORDANCE WITH THE PROVISIONS OF THE
LAND SURVEY ACT.
ARTHUR D. SUPRINA, P.L.S. 46798



NO.	DESCRIPTION	DATE	BY

SWI
Shepherd & Warrilow, Inc.

110 West Olive Ave
Suite 200
Flagstaff, AZ 86001
908-774-1111

DATE	TIME	BY

LANDFILL ROAD

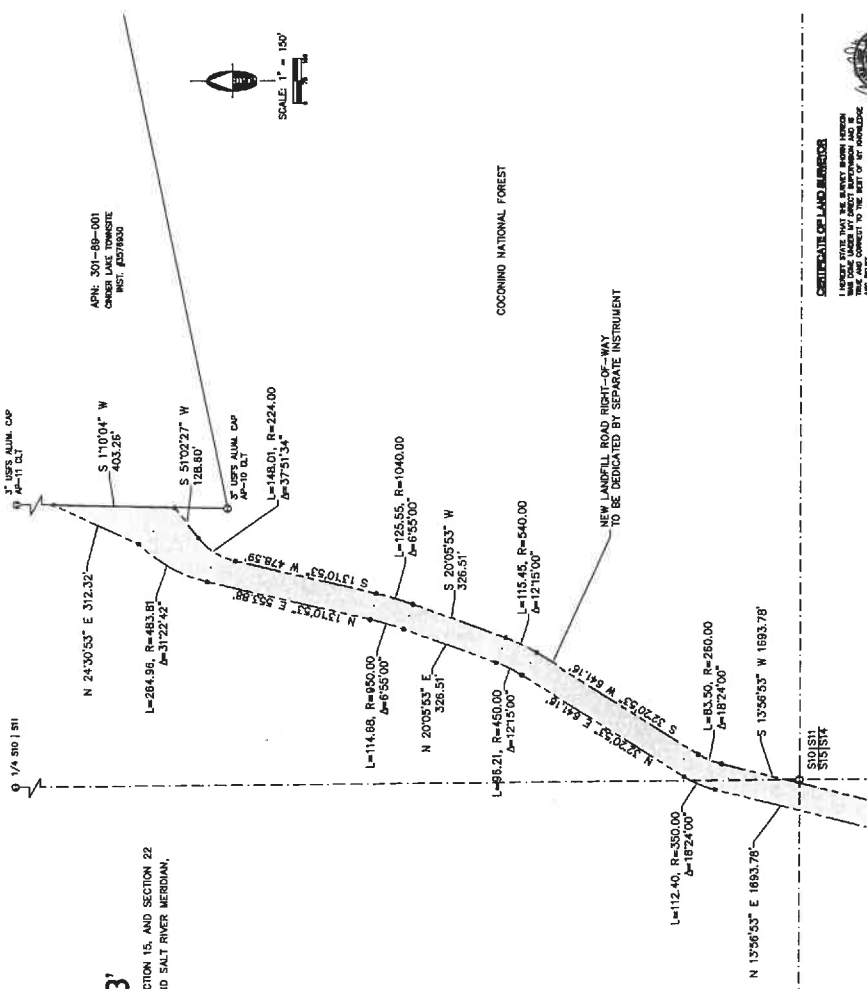
COCONINO COUNTY,
ARIZONA

DATE OF SURVEY: **B2**
SHEET NO: **6** OF **7**

LEGAL EXHIBIT

EXHIBIT 'B-3'

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CERTIFICATE OF LAND SURVEY
I HEREBY STATE THAT THE SURVEY BOUND HEREON
WAS DONE UNDER MY DIRECT SUPERVISION AND IN
ACCORDANCE WITH THE RULES OF PROFESSIONAL
AND ETHICS.

ANDREW D. BOWLING, RLS 49706



CALL FOR MAPS AND
BLANKS FOR SALE
1-800-SURVEY-IT

NO.	DESCRIPTION	DATE	BY

SWI
Shepherd Worldwide, Inc.

110 West State Ave
Flagstaff, AZ 86001
908-774-8887 fax
www.swi.com

JOB NO.	DATE	PROJECT	SCALE	E. OF 1" =	DATE	BY

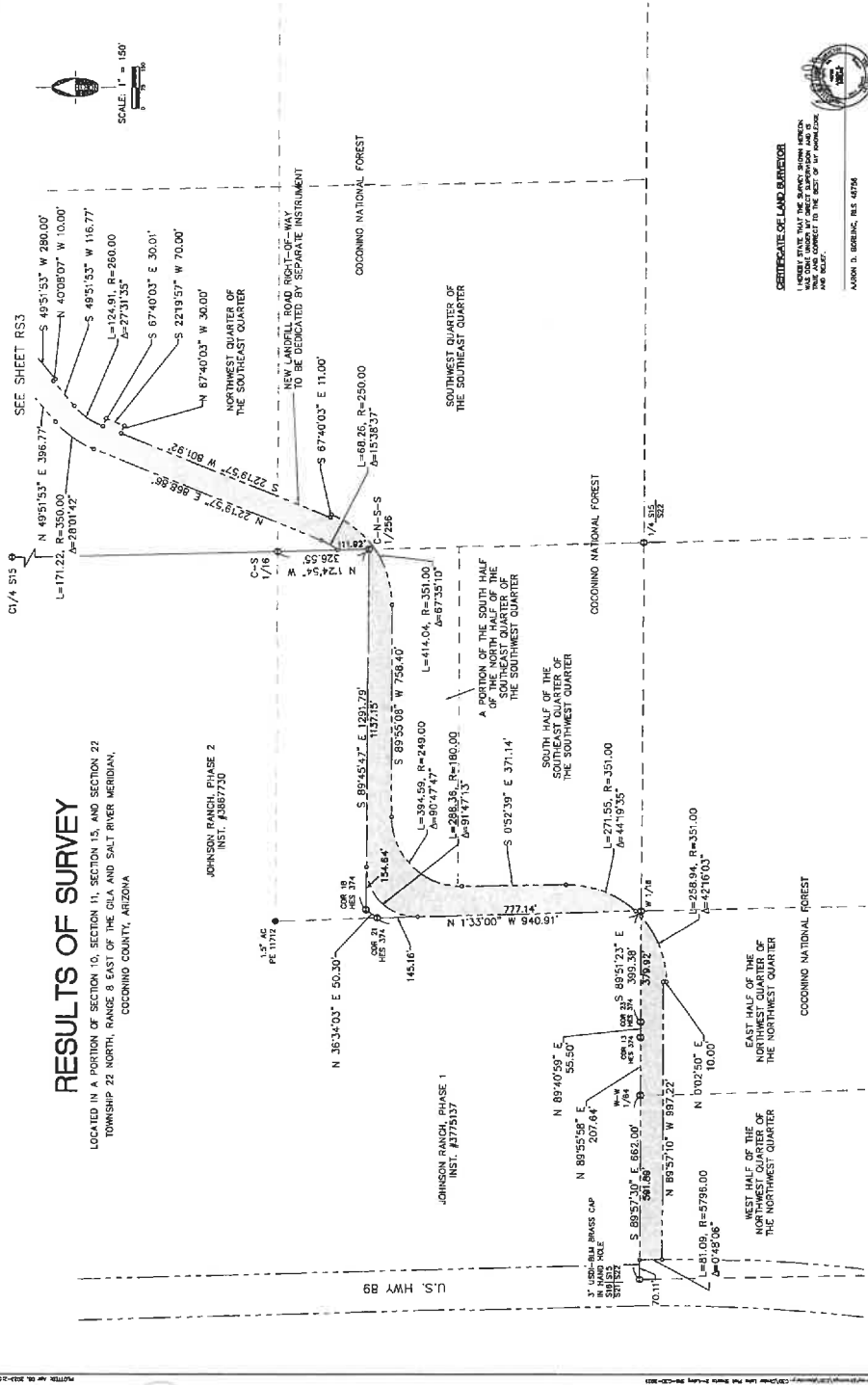
LANDFILL ROAD
LEGAL EXHIBIT

COCONINO COUNTY,
ARIZONA

TRIMMED TO
B3
SHEET NO. OF
7 7

RESULTS OF SURVEY

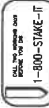
LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



CENTERSHARE OCEAN LAND SURVEYORS

WE HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE AND CORRECT IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT.

ARIZONA SURVEYING BOARD REG. NO. 48724



SWI
Shepherd Wentzler, Inc.

1515 W. WILSON ROAD
PHOENIX, AZ 85027
602.574.8211 FAX
www.swi-usa.com

DATE: 11/15/2011
PROJECT: 11-000
JOB NO.: 11-000
JOB NAME: 11-000

LAUREL ROAD

COCONINO COUNTY, ARIZONA

RS2
SHEET 4
2

1-800-STAKE-IT

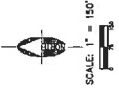
NO. DESCRIPTION

DATE BY

RESULTS OF SURVEY

RESULTS OF SURVEY

LOCATED IN A PORTION OF SECTION 10, SECTION 11, SECTION 15, AND SECTION 22
TOWNSHIP 22 NORTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



SEE SHEET RS4

NORTHEAST QUARTER OF
THE NORTHEAST QUARTER

NEW LANDFILL ROAD, RIGHT-OF-WAY
TO BE DELEGATED BY SEPARATE INSTRUMENT

COCONINO NATIONAL FOREST

SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER

COCONINO NATIONAL FOREST

SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER

JOHNSON RANCH,
PHASE 2
INST. #0987730

NORTHWEST QUARTER OF
THE SOUTHEAST QUARTER

NORTHEAST QUARTER OF
THE SOUTHEAST QUARTER

COCONINO NATIONAL FOREST

SEE SHEET RS2

CENTRICATE LAND SURVEYOR
I ACKNOWLEDGE THAT THE SURVEY SHOWS HEREON
WAS DONE UNDER MY DIRECT SUPERVISION AND IS
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.
AMMON G. BOWLING, RLS 48794



DATE: _____ BY: _____

NO. DESCRIPTION

DATE BY

SWI
Shepherd Wentzinger, Inc.

1800 WEST CHANDLER AVENUE
SUITE 100
PHOENIX, ARIZONA 85024
WWW.PHILADELPHIA.COM

DATE OF FIELD WORK
DATE OF CALCULATION
DATE OF PLOTTING
DATE OF CHECKING

LAUDFILL ROAD

COCONINO COUNTY,
ARIZONA

RS3

RESULTS OF SURVEY

3 4

1-500-STAKE-IT

