

**RESOLUTION NO. 2945**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, ACCEPTING AN OPEN SPACE EASEMENT FROM SAWMILL CROSSING, LLC PERTAINING TO THE AMERICAN GULCH LINEAR PARK PROJECT.**

**WHEREAS**, the Town of Payson, a municipal corporation and a political subdivision of the State of Arizona, is located entirely in Gila County and incorporated and organized under A.R.S. §§ 9-101 and 9-231; and

**WHEREAS**, pursuant to A.R.S. § 9-240 (B)(3), the Town Council shall also have power to exercise exclusive control over the streets, alley, easement, avenue, park, public place or sidewalk and to vacate, abandon, accept or abolish same within the town limits; and

**WHEREAS**, A.R.S. § 9-241 provides that the Town of Payson may receive real property necessary or proper to carry out the purposes of the municipal corporation, within or without its limits; and

**WHEREAS**, Sawmill Crossing, LLC has granted to the Town of Payson an Open Space Easement described on Exhibit "1" hereto; and

**WHEREAS**, it is the desire of the Town of Payson to accept said Open Space Easement; and

**WHEREAS**, said real property is located within the corporate limits of the Town of Payson,

**NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1: That the open space easement attached hereto as Exhibit "1" be and is hereby accepted and received by the Town of Payson for the purposes therein set forth.

Section 2: That the Town of Payson be and is hereby authorized to take such other and further actions as may be necessary or appropriate to perfecting the aforesaid open space easement and to the use and control thereof, including, but not limited to, the maintenance thereof, and the official recordation of the easement document attached hereto as Exhibit "1".

**PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF PAYSON** this, \_\_\_\_\_ day of July, 2016 by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Kenny J. Evans, Mayor

**ATTEST:**

\_\_\_\_\_  
Silvia Smith, Town Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Hector M. Figueroa, Town Attorney

**EXHIBIT "1"**  
to Resolution No. 2945

**(Sawmill Crossing Open Space Easement)**

**EXHIBIT "1"**  
**to Resolution No. 2945**

**WHEN RECORDED, RETURN TO:**

Silvia Smith, Town Clerk  
Town of Payson  
303 North Beeline Highway  
Payson, Arizona 85541

**OPEN SPACE EASEMENT**  
**AMERICAN GULCH LINEAR PARK**

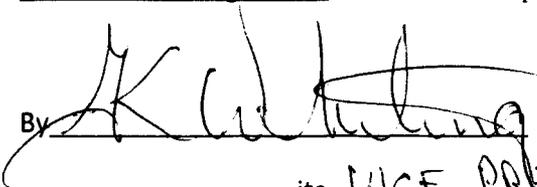
**KNOWN ALL MEN BY THESE PRESENTS:**

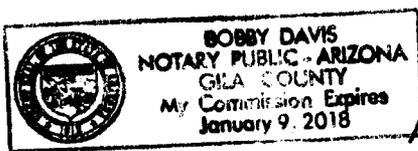
In consideration of one dollar (\$1.00) and other good and valuable consideration paid to Sawmill Crossing, LLC (hereinafter referred to as GRANTOR) by the Town of Payson, an Arizona municipal corporation, the receipt of which is hereby acknowledged herein. GRANTOR does hereby grant, bargain, sell, transfer and convey to the Town of Payson, an Arizona municipal corporation, (hereinafter referred to as GRANTEE) its successors and assigns, an open space easement. The Open Space easement is dedicated for the following purposes: A) public pedestrian and non-motorized access, landscaping, and benches; B) other hardscape amenities for the establishment of a linear park; and C) for the Town of Payson to construct, repair and/or maintain linear park improvements for the benefit of the GRANTOR and to be owned and maintained by the GRANTOR upon completion of the construction project situated in Gila County, State of Arizona, said land being described on Exhibit "A" attached hereto and made a part hereof. The land area within the easement may be used by the GRANTOR to satisfy minimum open space and/or landscaping requirements for development on or upon the parcel upon which the easement is located.

The consideration hereinabove recited shall constitute payment in full for the value of the interest granted herein and for any damages to the land of GRANTOR, their successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. Each GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of GRANTOR, their successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 22 day of June, 2016.

Gordon K. Whiting agent for Kaibab Industries, Inc, an Arizona corporation, an agent for Sawmill Crossing, LLC, an Arizona corporation.

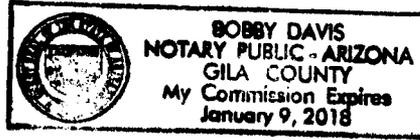
By   
its VICE PRESIDENT



STATE OF ARIZONA )

) ss.

County of Gila )



The foregoing open space easement was acknowledged before me this 22 day of June, 2016, by GK Whiting, the 22 of June, an Arizona corporation, for and on behalf of said corporation

Notary Public

My Commission Expires:

Jan 9, 2018

**EXHIBIT A**  
**LEGAL DESCRIPTION OF**  
**AN OPEN SPACE EASEMENT**  
**ON THE SOUTH SIDE OF**  
**AMERICAN GULCH**

An Open Space Easement over a parcel of property located in the northeast quarter of Section 9, T 10 N, R 10 E, Gila and Salt River Meridian more particularly described as follows:

Commencing at the northeast corner of Section 9, T 10 N, R 10 E, Gila and Salt River Meridian;

THENCE, S 00°27'33"E, 364.81 feet;

THENCE, S 89°19'45"W, 259.40 feet;

THENCE, S 00°45'35"E, 9.51 feet to a point on the south right of way line of Main Street, said point also be a point on the north line Parcel One of the Final Plat of Sawmill Crossing as recorded as Map No. 728, Gila County Recorder's Office, Gila County, Arizona;

THENCE, N 89°59'22"W along said south right of way line and along said north line of Parcel One a distance of 656.88 feet to the northeast corner of Lot 4 of said Sawmill Crossing plat, said point also be the northwest corner of said Parcel One;

THENCE S 00°15'11"W along the west line of said Parcel One and the east line of said Lot 4 a distance of 67.04 feet to the TRUE POINT OF BEGINNING;

THENCE N 40°20'20"E, 2.32 feet to a point of cusp on a circular curve concave to the northeast and whose radius point bears N 80°39'52"E a distance of 65.35 feet;

THENCE, southeasterly along the arc of said curve a distance of 47.10 feet to a point of tangency;

THENCE, S 50°38'00" E 16.60 feet to a point of curvature of a circular curve concave to the southwest and having a radius of 30.00 feet;

THENCE, southerly along the arc of said curve a distance of 40.43 feet to a point of tangency;

THENCE, S26°34'57" W 16.67 feet to a point of curvature of a circular curve concave to the southeast having a radius of 75.00 feet;

THENCE, southwesterly along the arc of said curve a distance of 15.91 feet to a point of non-tangency;

THENCE, S 40°20'21"W 172.01 feet to a point on a non-tangent curve concave to the northwest whose radius point bears N 43°24'33"W a distance of 256.17 feet;

THENCE, southwesterly along the arc of said curve a distance of 135.72 feet to a point on the west line of Parcel Two of said Final Plat of Sawmill Crossing;

THENCE, N 00°25'21"W along the west line of said Parcel Two a distance of 15.04 feet;

THENCE, N 00°27'27"W along the west line of said Parcel Two a distance of 71.05 feet to the northwest corner of said Parcel Two, said point being the southwest corner of said Lot 4 and a point on a non-tangent circular curve concave to the northwest whose radius point bears N 19°16'46"W a distance of 173.17 feet;

THENCE, northeasterly along the arc of said curve and along the common property line between said Parcel Two and said Lot 4 a distance of 68.80 feet to a point of non-tangency;

THENCE, N 40°20'27"E along said common property line between said Parcel Two and said Lot 4 a distance of 214.98 feet to the southeasterly corner of said Lot 4;

THENCE N 00°15'11"E along the east line of said Lot 4 a distance of 24.85 feet to the TRUE POINT OF BEGINNING.

The above described easement encompassing 26,633.29 square feet, more or less.