

PLAT LANGUAGE DEDICATION EXAMPLES

For all Dedications to the City of Scottsdale

To be used for dedication on Plats, Map of Dedications, and other Instruments

[Owner's name and corporate status], owner, hereby subdivides [general property description], Maricopa County, Arizona, under the name "[subdivision name]" as shown on this Final Plat. This Plat sets forth the location and gives the dimensions of the lots, tracts, streets and easements constituting the subdivision. Each lot, tract, street and easement shall be known by the number, letter, name or description given each respectively on this Plat. The easements are dedicated for the purposes, and subject to the conditions, stated.

PUBLIC STREETS

[Owner's name and corporate status], owner, Grantor, dedicates, in fee, to the City of Scottsdale, an Arizona municipal corporation, Grantee, the public streets as shown hereon. See Scottsdale Revised Code, Chapter 47, as amended, for Grantor's maintenance obligations. Without limitation, Grantee may (1) grade, fill, drain, pave, construct, operate, maintain, repair, and rebuild roads, highways, utility lines, pipes and related facilities, with bridges, culverts, drainage ways, ramps, sidewalks, curbs, gutters, cuts and other related improvements, and (2) cut and trim branches, trees and growth that extend into the improvements, to prevent interference with the efficient maintenance and operation of the improvements.

PRIVATE STREETS

[Owner's name and corporate status], owner, Grantor, declares the private streets shown hereon as Tract -- as private access ways, not dedicated to the public for its use except as expressly stated hereon. The Grantor and its successors shall maintain, repair and replace the private streets. The City has no obligation to maintain, repair and replace the private streets arising from this plat.

EASEMENTS

[Owner's name and corporate status], owner, Grantor, dedicates to the City of Scottsdale, an Arizona municipal corporation, Grantee, the easements as shown hereon, subject to the conditions stated.

1. Avigation: A perpetual, non-exclusive easement shown hereon as Tract --, upon, over and across the property on this plat, for the right of flight for aircraft in the airspace above the property.
 1. "Aircraft" means any manned or unmanned device that flies.
 2. Without limitation, the right of flight includes the right to operate aircraft over and near the Property, and cause any noise, vibration, fumes, light, exhaust, odors, fuel vapor particles, electronic interference, dust, annoyances, nuisances, emissions, and any other effects relating to operating aircraft (collectively "Aircraft Effects").
 3. All Aircraft Effects are included within the scope of the easement, including without limitation those that reach or affect the Property or improvements to the Property, interfere with other uses of the Property, annoy users of the Property, and are caused or made worse by any changes in the following:
 - 3.1 The size, number, method of propulsion, weight, noisiness, design, fuel, category, type or other characteristics of aircraft, and in any aircraft practices, laws, rules, policies, circumstances, customs, protocols or procedures.
 - 3.2 The airport size, orientation, configuration, location, runway length, improvements or other characteristics, and in any airport practices, laws, rules, policies, circumstances, customs, protocols or procedures.
 - 3.3 The flight paths, flight frequency, flight timing, airport operations, climbing and descending, altitudes, takeoff and landing, air traffic control, and in any related aircraft and airport practices, laws, rules, policies, circumstances, customs, protocols or procedures.
 - 3.4 Grantor's or others' personal perceptions of Aircraft Effects or sensitivity to Aircraft Effects.
 4. Grantor shall not cause or allow the Property to be used to discharge fumes; smoke; dust; or electronic, light, laser or other emissions, which may obstruct visibility or adversely affect or interfere with the operation of aircraft or any navigational facilities. No building, mast, tree,

vegetation, or other thing upon the Property shall exceed Federal Aviation Administration approved height restrictions.

5. Grantor has been advised and understands that:
 - 5.1. All or a portion of the Property is located in a noise-influence area.
 - 5.2. Aircraft Effects might be annoying to users of the Property and might interfere with the unrestricted use and enjoyment of the Property.
 - 5.3. Aircraft Effects will likely increase over time.
 6. Grantor waives all rights and claims that Grantor may ever have against, and agrees not to sue, Grantee regarding Aircraft Effects. Grantor makes its waivers and agreements for itself, its successors and assigns, in favor of Grantee, and all Grantee's officers, officials, employees, agents, lessees, permittees, invitees, successors and assigns.
2. Drainage and Flood Control: A perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, for drainage and flood control and all related purposes, including without limitation, construction, maintenance, operation, replacement, and repair of levees, dikes, dams, stormwater storage basins, storm drains, channels, improvements, washes, watercourses and other drainage or flood control facilities (collectively, "drainage facilities"), subject to the following:
 1. Grantor is responsible for all drainage facilities on the Property.
 2. Grantor shall not construct, obstruct or alter any drainage facilities on the Property without Grantee's prior written consent.
 3. Drainage facilities on the Property might not be obvious. Lack of awareness of drainage facilities does not excuse failure to perform the requirements of this document.
 4. At Grantor's expense, Grantor shall maintain drainage facilities in good condition; replace and repair drainage facilities as necessary to maintain their flood carrying or storage capacity; prevent erosion; and prevent any refuse, debris, sediment, vegetation, or other obstruction from accumulating in drainage facilities. Grantee is not obligated to perform any such work.
 5. If, in Grantee's opinion, Grantor fails to do such work, then Grantee may do the work at Grantor's expense. In addition to Grantee's other remedies, the cost of the work shall be secured by a lien that Grantor hereby grants against the Property, with interest at the annual rate of eight percent (8%).
 6. Grantor shall indemnify, defend and hold Grantee harmless against Grantor's failure to perform under this document.
 3. Emergency and Service Access: A perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, for access for emergency, public safety, refuse collection, utility, and other service personnel and vehicles, and for construction, operation, use, maintenance, repair, and replacement of improvements related to access.
 4. Natural Area Open Space, including Restored Desert: A perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, for preserving the easement as natural desert open space.
 1. Grantor shall not use the Property in any way inconsistent with the preservation of the easement in its undisturbed condition as permanent natural desert open space.
 2. Grantor shall not grade, grub or excavate the easement, or construct any structure on the easement, except as approved by Grantee, in writing, specifically referring to this easement.
 3. Grantor shall restore the easement in accordance with plans approved by Grantee, if the easement is disturbed. The restored desert shall be preserved as desert open space.
 4. Grantee may enjoin any violation of this easement. Grantee may enter the Property to enforce this easement. However, this easement does not create public access to the Property.
 5. Mentioning remedies in this easement does not limit Grantee's right to other remedies.
 5. Public Non-Motorized Access: a perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, for non-motorized transportation—which includes motorized wheelchairs; for motorized emergency, public safety, refuse collection, utility, and other service vehicles, and personnel; and construction, operation, use, maintenance, repair, and

replacement of improvements related to the easement. See Scottsdale Revised Code, Chapter 47, as amended, for maintenance obligations.

6. Public Utility: a perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, for electricity, telecommunications, data transmission, and all other utilities, and for construction, operation, use, maintenance, repair, and replacement of improvements related to utilities. In the easement, Grantor shall not place or allow any (1) trees, hedges, shrubs or other plants which can grow larger than 18 inches tall, or (2) hardscape, swimming pools, sheds or other vertical or horizontal structures. **To be used for plats only, dedicating rights to utilities from the HOA.**
7. Scenic Corridor: a perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, to preserve permanent desert open space. However, Grantor may install vegetation, driveways, signage, underground private utilities and other improvements in the easement in accordance with plans approved by Grantee. Grantor shall maintain the Property, including any improvements, free of debris, in a safe and natural condition. Grantee may enjoin any violation of this easement. Grantee may enter the Property to enforce this easement. However, this easement does not create public access to the Property. Mentioning remedies in this easement does not limit Grantee's right to other remedies.
8. Sight Distance: a perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, to preserve an area free of obstructions to enhance traffic safety visibility. In the easement, Grantor shall not place or allow any buildings, walls, trees, structures, screens or other obstructions from 18 to 96 inches high above the elevation of the adjacent street. However, the Grantee may allow poles or tree trunks that Grantee determines do not adversely affect traffic safety visibility.
9. Vehicular Non-Access: a perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat, to prohibit all use of motor vehicles upon the easement. Grantor shall not install driveways or other means of vehicular access upon the easement. Grantor shall maintain the easement, including any improvements, in a neat, safe and clean condition. Grantee may enjoin any violation of this easement. Grantee may enter the Property to enforce this easement. However, this easement does not create public access to the Property. Mentioning remedies in this easement does not limit Grantee's right to other remedies.
10. Water and Sewer Facilities: A perpetual, non-exclusive easement shown hereon as Tract --, upon, over, under and across the property on this plat for water and sewer pipes and other related facilities, and for construction, operation, use, maintenance, repair, modification and replacement of pipes, manholes, pumps, valves, access vaults and other related facilities.

Grantor warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.