

**See City staff for official document. Signed documents accepted by City only after approval of legal description.**

**WHEN RECORDED, RETURN TO:**

City of Scottsdale  
One Stop Shop/Records  
(\_\_\_\_\_  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

Exempt from Affidavit of Value  
under A.R.S. § 11-1134(A)(2)



**CITY OF SCOTTSDALE  
DRAINAGE AND FLOOD CONTROL EASEMENT**

Project No. \_\_\_\_\_  
Parcel No. \_\_\_\_\_  
Q.S. \_\_\_\_\_

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received \_\_\_\_\_ (collectively "Grantor") grants to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is 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.

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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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Grantor: \_\_\_\_\_

for \_\_\_\_\_

\_\_\_\_\_

for \_\_\_\_\_

State of Arizona     )  
                                  ) ss.  
County of Maricopa    )

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ for and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

State of Arizona     )  
                                  ) ss.  
County of Maricopa    )

This document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_ for and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_