

**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, 3)



**CITY OF SCOTTSDALE  
PUBLIC NON-MOTORIZED ACCESS EASEMENT**

Project No. \_\_\_\_\_

APN \_\_\_\_\_

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received \_\_\_\_\_ (collectively "Grantor") does hereby grant 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 all forms of non-motorized transportation (which includes electric wheel chairs and similar motorized transportation for disabled persons) together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto.

Sidewalks or other non-motorized transportation surfaces constructed upon the Property pursuant to this easement shall be at street level. Grantor shall have the right to construct, operate, use, maintain, repair, modify and replace from time to time underground parking structures below the surface of the Property and elevated structures in the air over the surface of the Property at a minimum height not less than \_\_\_ feet above the surface of the sidewalk or other non-motorized transportation surfaces.

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

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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:

\_\_\_\_\_