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
AVIGATION EASEMENT

Project 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 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 a 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.

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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.

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.

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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:

_____

DRAFT