

**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") 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 a right of flight for the passage of aircraft in the airspace above the surface of the Property as follows:

1. "Aircraft" means any manned or unmanned contrivance or device now known or hereafter invented, used or designed to navigate or fly in the air.
2. Without limitation, the right of flight shall include the right to operate aircraft over and near the Property and to cause within or without said airspace any noise, vibration, fumes, light, exhaust, odors, fuel vapor particles, electronic interference, dust, annoyances, nuisances, emissions, or other effects of any description relating to the operation, use or function of any aircraft in or near the said airspace (collectively the "Aircraft Effects").
3. All Aircraft Effects are included within the scope of the easement, including without limitation those that reach or affect the surface of the Property or improvements to the Property, those that interfere with other uses of the Property, those that annoy users of the Property, and those that are caused or made worse by any of the following:
  - 3.1. Any and all temporary and permanent increases and other changes and variations in the size, number, method of propulsion, weight, noisiness, design, fuel, category, type or other characteristics of aircraft and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
  - 3.2. Any and all temporary and permanent changes and variations in airport size, orientation, configuration, layout, location, runway length, boundaries, improvements or other characteristics and any permanent, temporary,

seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.

- 3.3. Any and all temporary and permanent changes and variations in flight paths, flight frequency, flight timing, airport operations, climbing and descending, altitudes, takeoff and landing, air traffic control and any permanent, temporary, seasonal, time-of-day or other practices, laws, rules, policies, circumstances, customs, protocols or procedures related thereto.
- 3.4. Changes in 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 in a way that causes a discharge of fumes, smoke, dust, electronic emissions, light emissions, or other land use of any description that obstructs visibility or adversely affects or interferes with the operation of aircraft or any navigational facilities used for aircraft operation. No building, mast or other thing upon the Property shall exceed \_\_\_\_\_ feet in height.
5. Grantor has been advised and is of the opinion 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, remises and releases any right, cause of action, or other claim that Grantor has now or may have in the future against, and covenants not to sue, Grantee regarding Aircraft Effects. Grantor makes all of such covenants waivers, remises, and releases on behalf of itself and its successors and assigns in favor of Grantee and its past, present, or future officers, officials, directors, employees, agents, lessees, sublessees, permittees, invitees, successors and assigns.

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: \_\_\_\_\_

for \_\_\_\_\_

\_\_\_\_\_  
for \_\_\_\_\_

