

**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  
AND PROVISION FOR MAINTENANCE**

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, 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, basins, channels, improvements, washes, arroyos, watercourses and other works of drainage or flood control, subject to the following:

1. Grantor shall not construct, obstruct or alter any watercourses or drainage or flood control improvements upon the Property without Grantee's prior written consent. Grantor bears all responsibility for such watercourses and improvements.
2. Before acquiring any interest in the Property, each buyer, lender or other interest holder shall inspect the Property and its environs to determine whether any watercourses or aboveground or underground improvements exist.
3. At Grantor's expense, Grantor shall maintain, repair and replace drainage and flood control improvements and watercourses in good condition and shall prevent any refuse, debris, vegetation, or other obstruction from accumulating or collecting in any watercourse or improvement. Grantee is not obligated to perform any such work.
4. If, in Grantee's opinion, Grantor fails to do such work, then Grantee may elect to rectify such failure at Grantor's expense. In addition to Grantee's other remedies, the cost of such work shall be secured by a lien that Grantor hereby grants against the Property and Grantor's adjacent lands, together with interest at the annual rate of eight percent (8%).
5. Grantor shall indemnify, defend and hold Grantee harmless against Grantor's failure to perform under this document.

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:  
\_\_\_\_\_