

**CITY CLERK  
ORIGINAL**

C-9325  
10/28/2014

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**CITY OF GLENDALE, ARIZONA**

**NON-EXCLUSIVE NON-MOTORIZED  
RECREATION EASEMENT**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

When recorded, return to:  
Flood Control District of  
Maricopa County  
2801 West Durango Street  
Phoenix, AZ 85009 (NWC)

**EXEMPT ARS § 11-1134, A3**  
1999R016

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**NON-EXCLUSIVE NON-MOTORIZED RECREATION EASEMENT**

Project:ACDC  
FCD Parcel #: T-017-02E  
APN: Portion of 200-52-019J  
Permit: 2008P069

**THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**, a municipal corporation and political subdivision of the State of Arizona, **GRANTOR**, and its successors and assigns, for and in consideration of **Forty Six Thousand One Hundred and Thirty-One and no/100 Dollars (\$46,131.00)**, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF GLENDALE**, an Arizona municipal corporation, **GRANTEE**, and its successors and assigns, a Non-Exclusive Non-Motorized Recreation Easement (“Easement”) over and across the premises hereinafter shown as:

See EXHIBIT “A”

Attached hereto and incorporated herein

1. The **GRANTEE** shall have an unrestricted, non-exclusive right, including the right of ingress and egress, along and across the Easement, for (a) access and use for construction, maintenance and operation of trails, landscaping, fencing, signage and other related appurtenant structures or improvements; and (b) for the use and enjoyment by the general public for hiking, equestrian use, walking and other non-motorized uses.

2. Prior to any construction being undertaken in accordance with Paragraph 1 above, **GRANTEE** shall submit plans for **GRANTOR'S** approval. **GRANTOR** agrees to complete the review of said plans in a timely fashion and in accordance with the **GRANTOR'S** then applicable permit approval process

3. This Easement is, at all times, subject to and subordinate to the rights of **GRANTOR** to have unrestricted access to the subject property for the purpose of operating and maintaining the flood control project within said Easement. At all times, **GRANTOR** shall endeavor to operate and maintain the flood control project in a manner which will not unreasonably interfere with the **GRANTEE'S** right of access to its Easement. **GRANTEE** assumes all risk of damage to its improvements resulting from the property functioning as a flood control project except damage that results from **GRANTEE'S** intentional conduct or gross negligence.

4. The rights and privileges granted herein are granted to the **GRANTEE** only. **GRANTEE** may not assign or grant these rights and privileges to any other person, except as provided herein, and may not grant any rights or privileges in the Easement greater than those granted to **GRANTEE** herein. **GRANTEE** may make no other use of the Easement without prior written permission from the **GRANTOR**.

5. The **GRANTEE** agrees:

A. To maintain and repair the property subject to the Easement for damage caused by **GRANTEE'S** right to access and use the Easement, including without limitation the removal of graffiti, trash and debris from the property subject to the Easement. **GRANTEE**, however, is not required to maintain or repair any fixtures, structures or improvements associated with the flood control project constructed, installed, operated or maintained by **GRANTOR** in the Easement.

B. To provide appropriate law enforcement monitoring and response activities to ensure the safety and security of persons accessing and using the property subject to the Easement.

6. In the event **GRANTEE** fails to comply with the terms and conditions of this Easement, **GRANTOR** may notify **GRANTEE** in writing that the terms and conditions of this Easement have been violated and request that **GRANTEE** take corrective action to remedy such violation within thirty (30) days, or such longer time as **GRANTOR** deems appropriate, of receipt of such notice. Should **GRANTEE** fail to return to compliance within such time period proscribed by **GRANTOR'S** notice, **GRANTOR** may revoke this Easement and record such revocation in the public records of Maricopa County. Unless and until such revocation is recorded by **GRANTOR**, this Easement shall remain in full force and effect. Nothing contained in this Easement, however, shall be construed to limit the ability of the **GRANTOR** to take any action necessary to address damage to or interference with the flood control structures or operations caused by **GRANTEE** or to demand that **GRANTEE** address any damage to or interference with the flood control structures or operations caused by **GRANTEE**. **GRANTOR** may also request that **GRANTEE** pay any costs related to damage or interference with flood control structures of the **GRANTOR**.

7. Should **GRANTEE** fail to perform its obligations in accordance with Paragraph 5 A and B herein, **GRANTOR** reserves the right to perform such obligations and seek reimbursement from **GRANTEE** for all costs attributable to **GRANTEE'S** failure to perform. Nothing in this Paragraph prevents or prohibits **GRANTOR**, in its sole unreviewable discretion, from waiving or declining to seek reimbursement of some or all of the costs incurred to perform **GRANTEE'S** obligations under Paragraph 5 A or B

8. The **GRANTEE** agrees to indemnify, defend, save and hold harmless the **GRANTOR**, its agents, officers, employees, directors, successors or assigns against any and all claims, actions, costs or expenses for any loss or expense incurred and all property damage, personal injuries or death related to **GRANTEE'S** exercise of the rights granted herein, unless such damage, injury or death is caused by a fixture, structure or improvement associated with the flood control project constructed, installed, operated or maintained by **GRANTOR** in the Easement or otherwise caused by **GRANTOR'S** willful, intentional or grossly negligent conduct.

9. As to any claims arising from the **GRANTEE** allowing access to the Easement for lawful uses by the general public, the **GRANTEE** shall, to the extent permissible by law, indemnify, defend and save harmless the **GRANTOR**, including agents, officers, directors, governors and employees thereof, from any loss or expense incurred as a result of such a claim or suit, unless such claim or suit arises from the sole fault of the **GRANTOR**. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in the previous paragraph and shall encompass any personal injury, death or property damage, reasonable attorney's fees, court costs, and other expenses relating to the defense of such claims or litigation.

**ACCEPTED BY:**

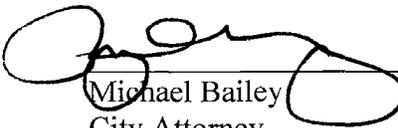
**CITY OF GLENDALE**, an Arizona municipal corporation

  
\_\_\_\_\_  
Brenda S. Fischer                      10/30/14  
City Manager                              Date

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Pamela Hanna                              Date  
City Clerk

  
\_\_\_\_\_  
Michael Bailey                              10/27/14  
City Attorney                              Date

**RECOMMENDED FOR APPROVAL:**

**FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY**

*William D. Wiley* 11/12/14  
William D. Wiley, P.E. Date  
Chief Engineer and General Manager

**APPROVED AND ACCEPTED:**

**BOARD OF DIRECTORS OF  
FLOOD CONTROL DISTRICT  
OF MARICOPA COUNTY**

*Denny Barney* NOV 19 2014  
Chairman of the Board Date

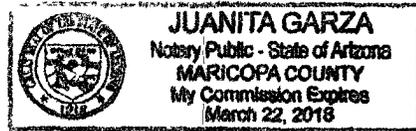
*Michael D. Wilson* 11/12/14  
Michael D. Wilson, SR/WA Date  
Manager, Public Works Real Estate Division

ATTEST:  
*Janet McCarty*  
Clerk of the Board  
NOV 19 2014  
Date: \_\_\_\_\_

STATE OF ARIZONA )  
 )ss  
COUNTY OF MARICOPA )

Before me, Juanita Garza, Notary Public in and for said County, State of Arizona, on this day personally appeared Denny Barney known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of the Political Subdivision and Municipal Corporation in the foregoing instrument.

Given under my hand and seal of the office this 19<sup>th</sup> day of November, 2014.



APPROVED AS TO FORM and within the powers and authority granted under the laws Of the State of Arizona and Maricopa County

*John Parker* 11/12/14  
Flood Control District General Counsel Date

**Parcel No. 200-52-019J  
ARIZONA CANAL DIVERSION CHANNEL REACH 1**

**Item No. T-17-REC  
MULTI-USE PATH EASEMENT**

**EXHIBIT "A"**

An easement lying within a portion Section 1, T3N,R1E and of that certain property as described in Document 1984-0520931, Recorded in Official Records of Maricopa County. Said easement is more particularly described in two parcels as follows:

PARCEL "A":

**COMMENCING** at the North quarter corner of said Section 1, from which the Northwest corner bears South 89°57'09" West, a distance of 2641.91 feet; thence South 89°57'09" West along the North line of said Section 1, a distance of 278.62 feet; thence South 32°27'07" West along the Northwesterly line of the Final Plat of "PARK PASEO", as recorded at Book 543, Page 02, Maricopa County Records, a distance of 88.55 feet to the **POINT OF BEGINNING**; thence continuing South 32°27'07" West, a distance of 566.92 feet to a point hereon known as "Point X"; thence North 03°08'12" West a distance of 180.00 feet; thence North 34°00'47" East a distance of 360.14 feet; thence North 89°55'45" East a distance of 112.60 feet to the **POINT OF BEGINNING**. Containing 46,487 square feet or 1.0672 acres more or less.

Cont'd

|  |                  |       |
|--|------------------|-------|
| FLOOD CONTROL DISTRICT OF MARICOPA COUNTY          |                  |       |
| Prelim: 3-14-2014                                  | Chk: 3/18/2014 @ | Appr: |
| Rev  |                  |       |
| Maricopa County Public Works -Real Estate Division |                  |       |



GRANTOR \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A"

**Parcel No. 200-52-019J  
ARIZONA CANAL DIVERSION CHANNEL REACH 1**

**Item No. T-17-REC  
MULTI-USE PATH EASEMENT**

**EXHIBIT "A"**

PARCEL "B":

**BEGINNING** at said "Point X"; thence South 59°30'34" West along the Northwesterly line of said "PARK PASEO", a distance of 747.77 feet; thence North 03°42'38" West a distance of 45.00 feet; thence North 65°25'49" East a distance of 197.74 feet; thence North 47°34'46" East a distance of 368.48 feet; thence North 89°11'54" East a distance of 193.72 feet to the **POINT OF BEGINNING**. Containing 35,235 square feet of 0.8089 acres more or less.

The above described parcels combined contain 81,722 square feet or 1.8761 acres more or less.

|  |     |       |
|--|-----|-------|
| FLOOD CONTROL DISTRICT OF MARICOPA COUNTY          |     |       |
| Prelim 3-14-2014                                   | Chk | Appr. |
| Rev.   |     |       |
| Maricopa County Public Works -Real Estate Division |     |       |



GRANTOR \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT "A"

NW COR  
SEC 1  
T3N,R1E

BELL ROAD

N4 COR  
SEC 1  
T3N,R1E

N89°57'09"E 2641.91

278.62'

|            | SQ. FT. | ACRES  |
|------------|---------|--------|
| Parcel "A" | 46,487  | 1.0672 |
| Parcel "B" | 35,235  | 0.8089 |

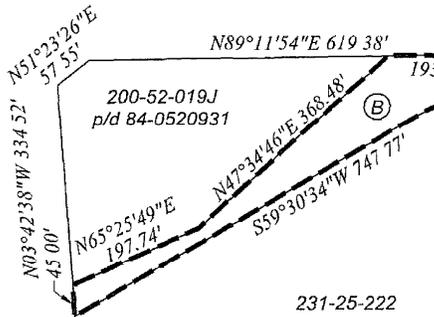
T-17-REC

Parcel "A" & "B" combined

|                           | SQ. FT. | ACRES  |
|---------------------------|---------|--------|
| Parcel "A" & "B" combined | 81,722  | 1.8761 |

200-52-019H

231-25-221



PARK PASEO  
Parcel 231-25-221 & 222  
Book 543, Page 02



3-18-2014

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EXPIRES 12/31/2014