

When recorded, return to:
Northern Arizona University
Contracts Department
545 E Pine Knoll Dr.
Flagstaff, AZ 86011

Coconino County APN: 103-19-001B

EASEMENT FOR DRAINAGE

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ARIZONA BOARD OF REGENTS, for and on behalf of Northern Arizona University ("Grantor") hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation ("Grantee"), a non-exclusive drainage easement (hereinafter referred to as "Easement"), for access under, over, across and through that certain real property of Grantor situated in Coconino County, Arizona, and legally described and depicted in Exhibit A ("Easement Area") attached hereto and incorporated by reference, subject to the following terms and conditions:

1. Grantee shall have the right to use the Easement for drainage and flood control purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of natural and man-made channels, washes, watercourses, levees, dikes, dams, retention and detention basins, storage basins, storm drains, monitoring devices, and any facilities and appurtenances which facilitate drainage ("the drainage system"). Notwithstanding the use of the words, "grant" and "convey" herein, or the provision of ARS Section 33-435 to the contrary, any conveyances made herein by Grantor are made without warranty or representation whatsoever, and Grantee agrees to accept the easement and interests hereby granted AS-IS, without relying on any warranty or representation made by Grantor.
2. Grantee shall have a limited, temporary right of ingress and egress across adjacent real property owned or controlled by the Grantor when reasonably required to gain access to the Easement Area.
3. Upon completion of any work by Grantee, its employees, contractors or licensees in the Easement or across adjacent real property of Grantor, Grantee shall restore the real property surrounding the drainage system and/or adjacent property to its prior condition.
4. Grantee shall have the right to use the Easement for drainage from other real properties that are part of an overall drainage area; provided, however, Grantee's use of the

Easement and the Easement Area shall not cause any increased flooding or drainage over and across any other property owned by Grantor located outside of the Easement Area.

5. Grantee may, at Grantee's cost and expense, remove, alter, or maintain vegetation, improvements, or obstructions within the Easement that conflict with drainage purposes, as determined in Grantee's reasonable discretion.
6. Grantee shall defend, indemnify, and hold harmless the Grantor from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property incurred directly or indirectly, arising out of any activity relating to Grantee's use of this Easement or improvements within the Easement Area.
7. Grantor shall have the right to use and enjoy the property burdened by this Easement; provided, however, that such use and enjoyment does not materially interfere with the rights granted herein.
8. Grantee shall maintain adequate insurance and shall cause Grantee's contractors or licensees to maintain adequate insurance, which may include a bona fide self-insurance program, to cover any liability arising from the acts and omissions of Grantee's employees, contractors, or licensees.
9. This Easement is a non-exclusive right and Grantor shall have the right to use and enjoy the Easement Area; provided, however, that such use and enjoyment does not materially interfere with the rights of access granted to Grantee herein. Notwithstanding the rights set forth in Section 5 of this Easement, Grantor shall provide ordinary maintenance to the vegetation and landscaping located within the Easement Area including mowing, trimming trees and bushes and other regular landscaping services. Grantor shall not construct any improvements or obstructions in the Easement Area that interfere with the Easement purposes.
10. The Easement granted herein is perpetual and shall run with the land and be binding upon the Grantor and its heirs, assigns, and successors in interest.
11. If any property interest(s) conveyed in this Easement are abandoned by grantee for a period of at least one (1) year, such property interest(s) shall automatically revert to Grantor, and Grantor shall record documentation of the abandonment with the Coconino County Recorder's Office.
12. No waiver of any provision of this Easement shall be implied by any failure of Grantee or Grantor to enforce any right or remedy for the violation of such provisions, even if that violation continues or is repeated. Any waiver by Grantor or Grantee of any provision of this Easement must be in writing, and such waiver shall affect only the provision specified and only for the time and in the manner stated in writing.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed in its name by the undersigned officers this _____ day of _____, 2023.

GRANTOR: ARIZONA BOARD OF REGENTS
a body corporate, for and on behalf of Northern Arizona University

By: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____, of the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of Northern Arizona University.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

[SEAL]

Approved as to form:

Michelle G. Parker, General Counsel Date

Attachments: Exhibits A

EXHIBIT A
EASEMENT AREA

LEGAL DESCRIPTION

Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING**;

Containing 882 square feet, or 0.02 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

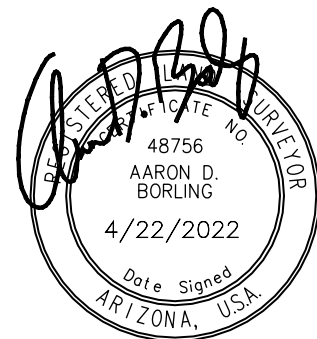
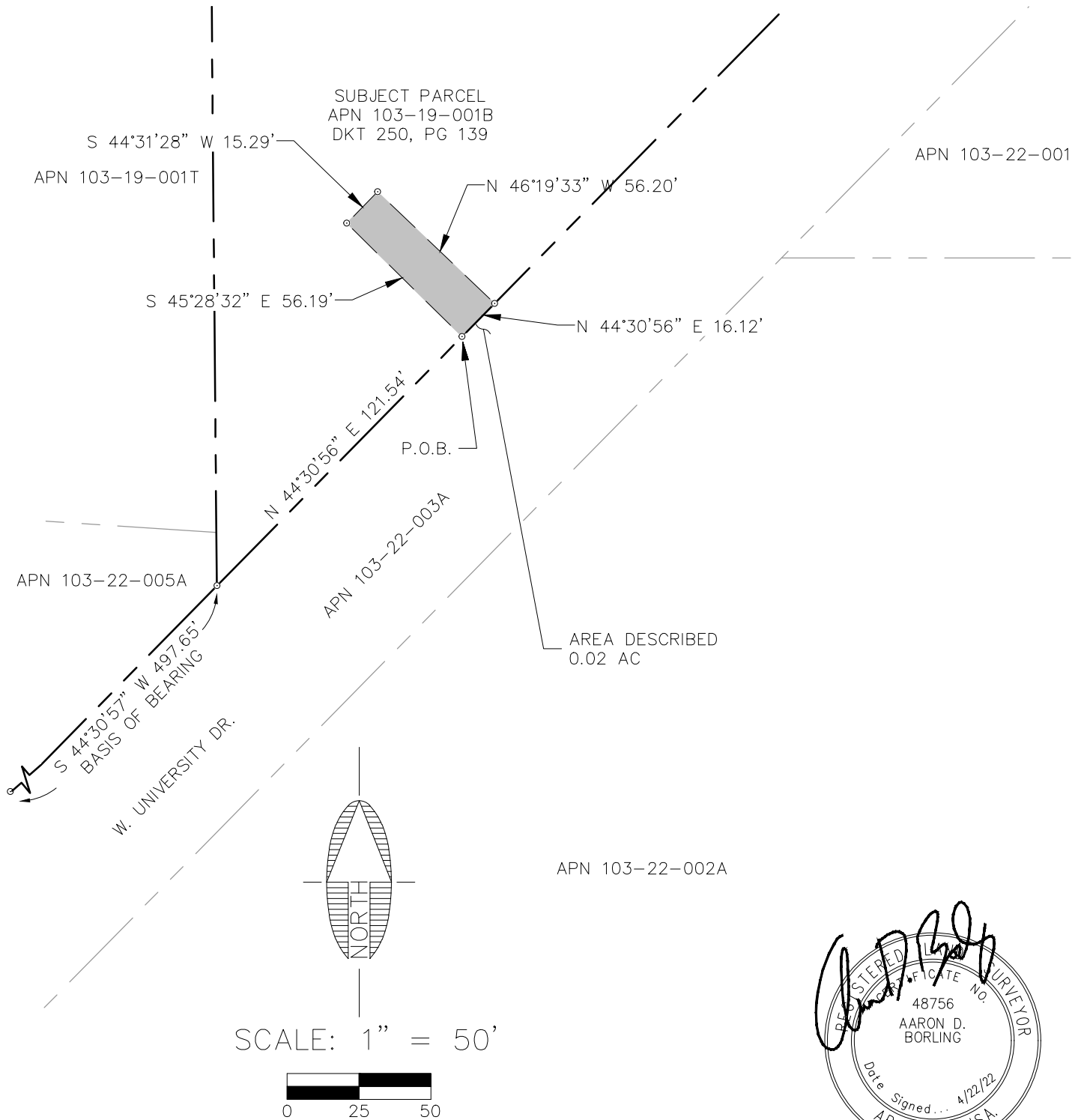



EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE
RESULTS OF A BOUNDARY SURVEY AND
SHOULD NOT BE CONSTRUED AS ONE.
ITS SOLE PURPOSE IS TO DEPICT THE
LOCATION OF THE AREA DESCRIBED.

 Shephard & Wesnitzer, Inc. www.swiaz.com	110 W. Dale Avenue Flagstaff, AZ 86001 928.773.0354 928.774.8934 fax	JOB NO. 18121 DATE APR 22 SCALE 1"=50' DRAWN RPR DESIGN CHECKED ADB	BEULAH & UNIVERSITY LEGAL EXHIBIT	FLAGSTAFF, ARIZONA	SHEET 2 OF 2