

When recorded, return to:
City Clerk
211 West Aspen Avenue
Flagstaff, Arizona 86001

Exempt under: A.R.S. § 11-1134(A)(3)

DRAINAGE EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, STL405, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive drainage easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “B” (the “easement”) 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”).
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.
3. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
4. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
5. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
6. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
7. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
8. 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.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this drainage easement to be executed this ___ day of _____, 2026.

Grantor: STL405, LLC

By: _____

Title: _____

Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment:
Exhibit A: Legal Description
Exhibit B: Depiction

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PUBLIC UTILITY EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, STL405, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive public utility easement for public use over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “B” (“the easement”) subject to the following terms and conditions:

1. Grantee may use the easement for construction, operation, maintenance, modification, replacement, and repair of public utility facilities including but not limited to electricity, energy, gas, water, sewer, and telephone facilities, and may use the easement for construction, operation, maintenance, modification, replacement, and repair of telecommunications, internet, and cable television facilities, subject to applicable laws.
2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee’s reasonable discretion.
3. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding Grantee facilities to its prior condition.
4. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
5. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
6. 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.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this public utility easement to be executed this _____ day of _____, 2026.

Grantor: STL405, LLC

By: _____

Title: _____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2026, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachments:
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ROAD AND UTILITY EASEMENT

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, STL405, LLC, an Arizona Limited Liability Company] (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, a non-exclusive easement for roadway and utility purposes over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “A-1” (“the easement”) subject to the following terms and conditions:

1. Grantee may use the easement for construction, operation, maintenance, modification, replacement, and repair of the roadway, all related appurtenances, and public utility facilities, including but not limited to electricity, energy, gas, water, sewer, telephone facilities, telecommunications, internet, and cable television facilities, subject to applicable laws.
2. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with the easement purposes, as determined in Grantee’s reasonable discretion.
3. Upon completion of any work by Grantee, its employees, contractors, or licensees in the easement, Grantee shall restore the real property surrounding Grantee facilities to its prior condition.
4. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee’s ability to use the easement.
5. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.
6. The easement shall commence on the date of execution and shall automatically terminate, without further action by either party upon the acceptance and recordation of a dedication of public right-of-way by the City of Flagstaff covering all or substantially all of the Easement Area, as evidenced by a recorded plat, map of dedication, deed of dedication, or other instrument acceptable to the City of Flagstaff.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this roadway and utility easement to be executed this ____ day of _____, 2026.

Grantor: STL405, LLC

By: _____

Title: _____
Its authorized representative

STATE OF _____)
) ss.
County of _____)

ACKNOWLEDGMENT

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachment:
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Exhibit A-1: Depiction

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SLOPE EASEMENT

For valuable consideration, the sufficiency and receipt of which is hereby acknowledged, STL405, LLC, an Arizona Limited Liability Company (“Grantor”), hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors and assigns, a non-exclusive slope easement over, under, upon, and across the real property legally described and depicted in the attached Exhibit “A” and “B” (the “easement”) subject to the following terms and conditions:

1. Grantee shall have the right to use the easement for slope and natural drainage of water purposes, including without limitation, construction, operation, maintenance, modification, replacement and repair of slope and natural drainage ways adjacent to roads, sidewalks, trails, and other surface improvements, including without limitation, construction, operation, maintenance, modification, replacement and repair of man-made and natural slopes, soil nails, gabions, retaining walls, erosion control improvements, and vegetation.
2. Grantor is responsible for maintaining the structural integrity of the slope, in compliance with the Flagstaff City Code.
3. 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.
4. Grantee shall have the right to use the easement for drainage from other real properties that are part of an overall drainage area.
5. Grantee may remove, alter, or maintain vegetation, improvements, or obstructions within the easement that conflict with drainage purposes, as determined in Grantee’s reasonable discretion.
6. Upon completion of any work by Grantee, its employees, contractors or licensees in the easement, Grantee shall restore the real property surrounding the drainage system to its prior condition.
7. Grantor shall have the right to use and enjoy the real property encumbered by this easement, provided such use and enjoyment does not interfere with Grantee's ability to use the easement.
8. Grantor shall maintain the easement free and clear of vegetation, improvements, or obstructions that interfere with the easement purposes.

9. 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.

IN WITNESS WHEREOF, Grantor has caused this slope easement to be executed this ____ day of _____, 2026.

Grantor: STL405, LLC

By: _____

Title: _____
Its authorized representative

State of _____)

County of _____) ss.

County of _____)

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Attachments:

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Exhibit B: Depiction

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SPECIAL WARRANTY DEED

For valuable consideration, the sufficiency and receipt of which are hereby acknowledged, STL405, LLC, an Arizona Limited Liability Company (“Grantor”) hereby grants and conveys unto the CITY OF FLAGSTAFF, an Arizona municipal corporation (“Grantee”), its successors, and assigns, the real property legally described and depicted in the attached Exhibit “A” and “B”, together with all rights and privileges appurtenant thereto, subject to current taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear on record.

Grantor hereby binds itself, its successors, and assigns, to warrant and defend title to the real property granted herein against all acts of the Grantor, and no other.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this ____ day of _____, 2026.

Grantor: STL405, LLC

By: _____

Title: _____

Its authorized representative

STATE OF _____)

) ss.

County of _____)

ACKNOWLEDGEMENT

On this ____ day of _____, 202__, before me, a Notary Public, personally appeared _____ known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same for the purposes therein contained.

Notary Public

(Seal)

Exhibit A: Legal Description

Exhibit B: Depiction