

When recorded mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln
Paradise Valley, AZ 85253

DRAINAGE EASEMENT and
DRAINAGE EASEMENT AGREEMENT

This Drainage Easement and Drainage Easement Agreement ("Agreement") is made and entered into as of this 2 day of October, 2018, by and between BH Nauni Valley, LLC ("Grantor"), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Grantee" or "Town").

1. Grantor is the fee simple owner of that certain tract of land located in the Town of Paradise Valley, County of Maricopa, State of Arizona, as shown on Exhibit A and located at the following address: 6001 N. Nauni Valley Drive, Paradise Valley, Arizona (the "Property").
 2. Grantor grants to Grantee drainage easement rights in, over and across the parcels shown on Exhibit B (the "Drainage Easement") and Grantee has accepted same by its approval of Exhibit B and the acceptance of the Drainage Easement and this Agreement (as evidenced by the execution of this Agreement by the Mayor of the Town).
 3. Grantor, for Grantor, its successors, and assigns (hereinafter "Owners") covenants with the Grantee and its successors and assigns, that Grantor and Owners, at all times after the effective date of this instrument, at its own cost and expense, will clean and maintain the Drainage Easement, and will keep the Drainage Easement area cleaned and maintained in a proper and workmanlike manner, and in compliance with all applicable ordinances, codes, rules and regulations. Grantor, and all future Owners, lessees, and residents of all or any part of the Property are bound by the provisions of this Agreement. This Agreement cannot be terminated, released, amended or modified without the express prior written consent of Grantee.
 4. If for any reason the Grantor (or Owners) does not fulfill its duty to clean and maintain the Drainage Easement, the Grantee shall have the right of self help, in addition to powers and enforcement authorized by the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights, shall have the right to enter the Drainage Easement area and, as needed to access the Drainage Easement area, the Property, to clean or to maintain, and to be compensated by Grantors (or Owners) for the full and actual amount of the cleaning and maintenance as required by this Agreement and applicable ordinances, codes and regulations.
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5. The Grantors (or Owners) of the Property shall be liable to the Town for reasonable maintenance costs incurred by the Town pursuant to Paragraph 4 above, together with interest at the legal rate and reasonable attorneys' fees. If those amounts are not paid within thirty (30) days after written demand to the Grantors (or Owners) for payment of maintenance costs incurred by the Town pursuant to Paragraph 4, the Town may record a Notice of Claim of Lien against the Property to secure the payment of such amounts, a copy of which will be forwarded to Grantor, or, as appropriate, the Owners.

6. The Town shall have the right, at its option, to enforce collection of any amounts owed to the Town under Paragraph 4 above in any manner allowed by law, including, without limitation, bringing an action against Grantor, or, as appropriate, the Owners of the Property to pay such amounts or bringing an action to foreclose its lien against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the power to bid at any foreclosure sale and to purchase the Property so sold.

7. This Agreement shall be in addition to any other agreements, law, ordinances or regulations relating to drainageways, easements and the subject matter herein.

8. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents and tenants. This Agreement, the Drainage Easement and other rights and obligations created, granted and conveyed shall run with the land as a burden upon the Property.

9. Grantor warrants that (i) it is the fee simple owner of the Property, (ii) it has full right, power and authority to grant the Drainage Easement set forth herein and to execute this Agreement, and (iii) the execution hereof by Grantor does not conflict with or constitute a default under any agreement to which Grantor is a party or by which Grantor of the Drainage Easement is bound.

10. This Agreement shall terminate only upon mutual written agreement between the parties.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written:

GRANTOR:

BH Nauni Valley, LLC

By: 

Its: 

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 2nd day of October, 2018,
by Darryl Berger, the member on behalf thereof.

Kathleen Murphy
Notary Public

My Commission Expires: 1/31/2022



GRANTEE:

TOWN OF PARADISE VALLEY

By: _____
Michael Collins, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew Miller, Town Attorney

Exhibit A – The Property

Lot 1, Amended Lot Split Nauri Valley Ranch 6, according to Book _____ of maps, Page _____, records of Maricopa County, Arizona.

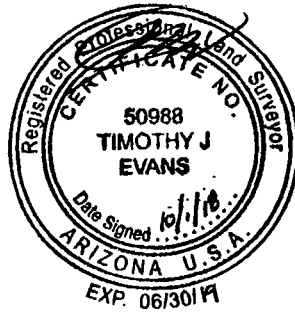


Exhibit B – The Drainage Easement Legal Description and Exhibit

EXHIBIT B
DRAINAGE EASEMENT LEGAL DESCRIPTION
AMENDED LOT SPLIT OF NAUNI VALLEY RANCH 6, LOT 1

A DRAINAGE EASEMENT SITUATED WITHIN A PORTION OF LOT 1, AMENDED LOT SPLIT OF NAUNI VALLEY RANCH 6, AS RECORDED IN BOOK _____, PAGE _____, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA A

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 350.90 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY OF SAID LOT 1, AN ARC LENGTH OF 217.75 FEET, SAID CURVE HAVING A CHORD BEARING NORTH 27°17'08" EAST, A CHORD DISTANCE OF 214.27 FEET;
THENCE DEPARTING SAID CURVE AND BOUNDARY SOUTH 26°33'17" WEST, A DISTANCE OF 124.09 FEET;
THENCE SOUTH 10°09'01" WEST, A DISTANCE OF 31.45 FEET;
THENCE SOUTH 03°48'01" EAST, A DISTANCE OF 24.18 FEET;
THENCE SOUTH 12°18'26" EAST, A DISTANCE OF 25.12 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 1;
THENCE NORTH 89°45'00" WEST ALONG SAID BOUNDARY, A DISTANCE OF 44.17 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,046 SQUARE FEET, MORE OR LESS

**DRAINAGE EASEMENT LEGAL DESCRIPTION
AMENDED LOT SPLIT OF NAUNI VALLEY RANCH 6, LOT 1**

AREA B

**BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 00°13'42" WEST ALONG THE EAST BOUNDARY OF
SAID LOT 1, A DISTANCE OF 294.45 FEET TO THE SOUTHEAST
CORNER OF SAID LOT 1;
THENCE NORTH 89°45'00" WEST ALONG THE SOUTH BOUNDARY OF
SAID LOT 1, A DISTANCE OF 58.61 FEET;
THENCE DEPARTING SAID BOUNDARY NORTH 56°14'56" EAST, A
DISTANCE OF 23.24 FEET;
THENCE SOUTH 89°45'07" EAST A DISTANCE OF 19.33 FEET;
THENCE NORTH 00°13'42" EAST A DISTANCE OF 214.69 FEET TO A
CURVE AND NORTH BOUNDARY OF SAID LOT 1, SAID CURVE
CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 350.90 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY AN
ARC LENGTH OF 65.89 FEET, SAID CURVE HAVING A CHORD
BEARING NORTH 84°51'50" EAST, A CHORD LENGTH OF 65.79 FEET,
TO THE POINT OF BEGINNING.**

CONTAINING AN AREA OF 7,790 SQUARE FEET, MORE OR LESS

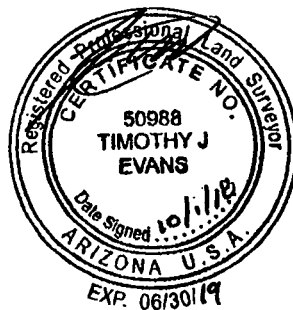
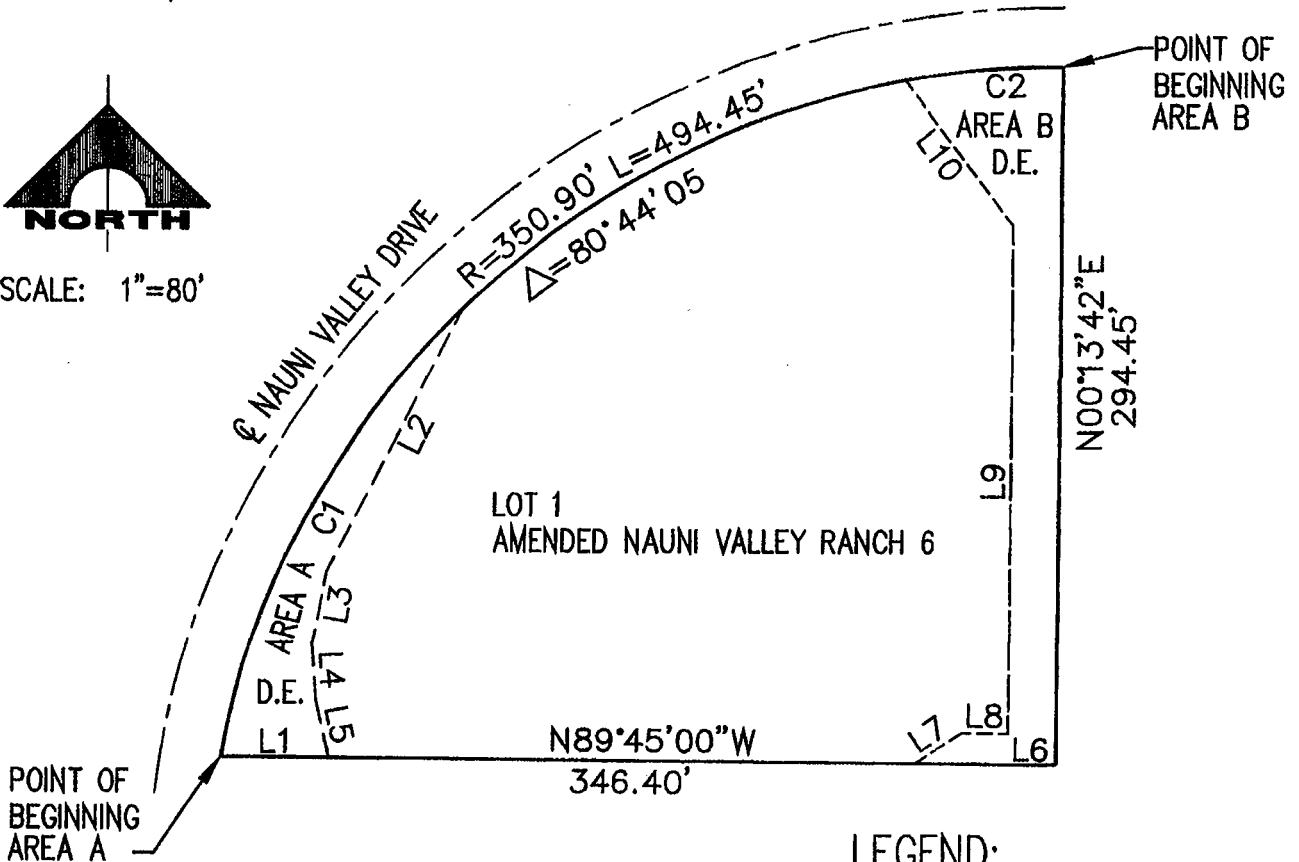


EXHIBIT B DRAINAGE EASEMENT EXHIBIT LOT 1, AMENDED NAUNI VALLEY RANCH 6



SCALE: 1"=80'

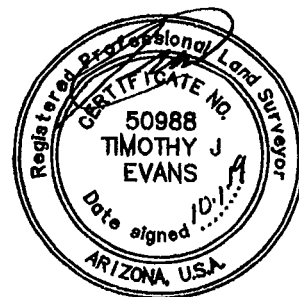


LEGEND:

D.E. DRAINAGE EASEMENT

EXISTING EASEMENTS ARE NOT SHOWN

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.17'	N89°45'00"W
L2	124.09'	S26°33'17"W
L3	31.45'	S10°09'01"W
L4	24.18'	S03°48'01"E
L5	25.12'	S12°18'26"E
L6	58.61'	N89°45'00"W
L7	23.24'	N56°14'56"E
L8	19.33'	S89°45'07"E
L9	214.69'	N00°13'42"E
L10	75.78'	N36°40'19"W



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	350.90'	217.75'	N27°17'08"E	214.27'
C2	350.90'	65.89'	N84°51'50"E	65.79'

LOT CLOSURE REPORT 9-26-18.txt

Parcel name: A

North: 9194.8179 East : 10261.2643
Line Course: N 89-45-00 W Length: 44.17
North: 9195.0106 East : 10217.0947
Curve Length: 217.75 Radius: 350.90
Delta: 35-33-18 Tangent: 112.51
Chord: 214.27 Course: N 27-17-08 E
Course In: S 80-29-31 E Course Out: N 44-56-13 W
RP North: 9137.0467 East : 10563.1741
End North: 9385.4434 East : 10315.3236
Line Course: S 26-33-17 W Length: 124.09
North: 9274.4439 East : 10259.8489
Line Course: S 10-09-01 W Length: 31.45
North: 9243.4862 East : 10254.3064
Line Course: S 03-48-01 E Length: 24.18
North: 9219.3593 East : 10255.9090
Line Course: S 12-18-26 E Length: 25.12
North: 9194.8166 East : 10261.2635

Perimeter: 466.76 Area: 4,045.78 sq. ft. 0.09 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0015 Course: S 32-54-38 W
Error North: -0.00124 East : -0.00080
Precision 1: 311,173.33

Parcel name: B

North: 9193.4992 East : 10563.4872
Line Course: N 89-45-00 W Length: 58.61
North: 9193.7549 East : 10504.8777
Line Course: N 56-14-56 E Length: 23.24
North: 9206.6667 East : 10524.2008
Line Course: S 89-45-07 E Length: 19.33
North: 9206.5830 East : 10543.5306
Line Course: N 00-13-42 E Length: 214.69
North: 9421.2713 East : 10544.3862
Line Course: N 36-40-19 W Length: 75.78
North: 9482.0521 East : 10499.1279
Curve Length: 65.89 Radius: 350.90
Delta: 10-45-29 Tangent: 33.04
Chord: 65.79 Course: N 84-51-50 E
Course In: S 10-30-55 E Course Out: N 00-14-34 E
RP North: 9137.0450 East : 10563.1664
End North: 9487.9418 East : 10564.6532
Line Course: S 00-13-42 W Length: 294.45
North: 9193.4942 East : 10563.4798

Perimeter: 751.99 Area: 7,790.38 sq. ft. 0.18 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0089 Course: S 55-47-40 W
Error North: -0.00500 East : -0.00736
Precision 1: 84,493.26