

When recorded, mail to:

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

GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Grant of Access Easement over Private Roadway and Private Roadway Maintenance Agreement (“Agreement”) is made and entered into as of _____, 2022, by and between CLT 7117, LLC, an Arizona Corporation (“Grantor”), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation (“Town”).

1. Grantor is the fee simple owner of that certain real property located in the Town of Paradise Valley, Arizona, as described on Exhibit A, attached hereto and incorporated by reference herein, and located at 7117 North Tatum Boulevard, Paradise Valley, AZ 85253 (the “Property”).

2. Grantor hereby grants to Town non-exclusive access easement rights in, over, and across that certain real property described on Exhibit B, attached hereto and incorporated by reference herein, (the “Private Roadway”) and Town accepts same by execution of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, Grantor may continue to use the Private Roadway for any and all lawful purposes so long as such uses do not materially and adversely interfere with the access granted in this Agreement. Town acknowledges and agrees that the use of the Private Roadway consistent with Town-approved plats, plans, and ordinances does not materially or adversely interfere with the access granted in this Agreement. Grantor may design, construct, maintain, or operate a private road, gates, guardhouses, utilities, curbs, lighting, landscaping, and other improvements, equipment, and facilities (the “Facilities”) as permitted by Town-approved plats, plans, and ordinances, as such documents may be amended, modified, supplemented, or replaced from time to time (collectively, the “Plans”), and in compliance with all applicable ordinances, codes, rules, and regulations (“Applicable Law”). If a Facility blocks or obstructs the use of or access to, over, or across the Private Roadway, Grantor or Owner shall provide a convenient method of access through the Facility to the Town and to the owners of any property to which the Private Roadway provides access. Grantor may locate, relocate, modify, remove, and replace the Facilities from time to time so long as the remaining Facilities satisfy the Plans and Applicable Law. Grantor shall preserve, install, or cause the installation of landscaping on the Private Roadway that meets the standards contained in Town Code Section 5-10-7(D)(1), as amended.

4. For the purposes of this Agreement, the “Owners” shall mean and refer to any and all persons and entities owning all or a portion of the Property. If more than one Owner exists,

obligations arising pursuant to Paragraphs 5, 6, 7, and 8 of this Agreement shall be joint and several.

5. The Owners, at their own cost and expense, shall maintain or cause the maintenance of the Private Roadway and Facilities in a clean, proper, and workmanlike manner, in compliance with Applicable Law, including the standards contained in Town Code Section 5-10-7(D)(1), as amended, and in compliance with the Town of Paradise Valley Landscape Guidelines.

6. If for any reason the Owners do not fulfill their duty to clean and maintain the Private Roadway as required by Paragraph 5 and such failure continues for 60 days after written notice thereof from Town (except in the case of imminent danger where only reasonable prior notice is required), Town shall have the right of self-help as described herein. In addition to any other rights under the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights, Town shall have the right to enter the Private Roadway to clean or to maintain the Private Roadway, and to be compensated by the Owners for the actual out-of-pocket costs and expenses incurred by the Town for such cleaning and maintenance, as required by this Agreement and Applicable Law (the "Costs"). Notwithstanding the foregoing, so long as the Owners have commenced to cure the failure within 60 days after written notice thereof from Town and thereafter diligently prosecute such cure to completion, Town shall not exercise any of its rights or remedies in this Paragraph 6 (except in the case of imminent danger).

7. If the Owners do not compensate Town for the Costs as contemplated in Paragraph 6 within five business days, Town shall make a written demand to the Owners and their lenders (as evidenced by a deed of trust or mortgage recorded in the Official Records of Maricopa County). On or after 30 business days following such demand, Town shall make a second written demand in the same form and to the same parties, and 10 business days after that second written demand, Town may (i) record a Notice of Claim of Lien against the Property and any lots therein to secure the payment of the Costs, and (ii) send a copy of said Notice of Lien to the Owners. Each written demand shall reference this Agreement and the Town's right to lien. Any Owner or any lender may, but shall not be obligated to, satisfy payment obligations arising under this Agreement on behalf of any Owner.

8. After delivery of notice as required by Paragraphs 6 and 7 and passage of applicable cure periods, Town shall have the right, at its option, to enforce collection of any amounts owed to Town under Paragraph 6 above in any manner allowed by law, including, without limitation, bringing an action to foreclose its lien filed pursuant to Paragraph 7 against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the right to bid at any foreclosure sale and to purchase the Property if so sold.

9. Grantor enters this Agreement for itself, its successors, and its assigns. This Agreement and the rights and obligations created, granted, and conveyed hereby shall run with the land as a burden upon the Property and the Private Roadway, which shall bind and apply to all then-current owners of the Property, and to all then-current owners of any lots within the Property. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents, and tenants.

10. Grantor warrants that (i) it is the fee simple owner of the Private Roadway and the Property, (ii) it has full right, power, and authority to grant the 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 is bound.

11. This Agreement cannot be terminated, released, amended, or modified without the express prior written consent of Town. This Agreement shall terminate only upon mutual written agreement between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

12. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, by overnight courier, or by deposit in the U.S. mail, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at its address as shown in the property ownership records of the Maricopa County, Arizona Assessor.

13. This Agreement shall be in addition to any Applicable Laws relating to easements and the subject matter herein.

14. Except as otherwise expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights created herein are private and for the benefit only of the parties hereto and their successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGES)

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

GRANTOR:

CLT 7117, LLC,
an Arizona limited liability company

By: [Signature]
Name: William Grogan
Title: Manager

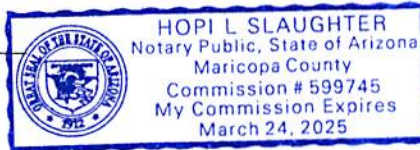
By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: [Signature]
Name: Charles Harris
Title: Trustee

STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 31st day of May, in the year 2022, before me the undersigned, personally appeared William Grogan, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

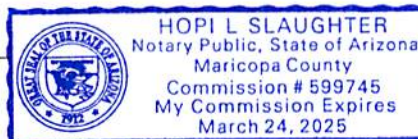
[Signature]
Notary Public



STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 29th day of May, in the year 2022, before me the undersigned, personally appeared Charles Harris, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



TOWN:

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Property]

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, 849.51 FEET ALONG SAID CENTERLINE OF TATUM BOULEVARD;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET;

THENCE NORTH 77 DEGREES 38 MINUTES 15 SECONDS WEST 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 210.84 FEET;

THENCE SOUTHWESTERLY 42.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.08 FEET AND A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 137.23 FEET;

THENCE NORTHWESTERLY 39.33 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.10 FEET AND A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST 183.44 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID TATUM BOULEVARD;

THENCE NORTH 84 DEGREES 44 MINUTES 41 SECONDS EAST 239.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal Description of the Private Roadway]

November 30, 2021

LEGAL DESCRIPTION FOR
EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT

That part of that certain parcel of land described in Document No. 2020-1274156 Records of Maricopa County, Arizona, being a part of the Southwest Quarter of Section 5, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Town of Paradise Valley Brass Cap flush marking the Southwest Corner of said Section 5, from which the Maricopa County Aluminum Cap marking the South Quarter Corner of said Section 5 bears North 89°56'35" East, a distance of 2,629.46 feet;

Thence North 89°56'35" East, along the South line of the Southwest Quarter of said Section 5, a distance of 656.96 feet to a point on the monument line of Tatum Boulevard;

Thence North 00°14'15" West, along said monument line, a distance of 849.51 feet to a point on the monument line of a private roadway as depicted in Book 430 of Maps, Page 39, Records of Maricopa County, Arizona;

Thence North 89°59'35" East, along said monument line, a distance of 126.04 feet;

Thence North 00°00'25" West, departing said monument line, a distance of 25.00 feet to a point on the South line of said certain parcel of land, said point being the True Point of Beginning and also a point on a 40.50 foot radius non-tangent curve, whose center bears South 78°36'27" East;

Thence Easterly, along said curve, through a central angle of 156°59'47", a distance of 110.97 feet to a point on a 31.06 foot radius non-tangent curve, whose center bears North 05°29'08" West;

Thence Westerly, along said curve, through a central angle of 05°28'43", a distance of 2.97 feet to a point on the South line of said certain parcel of land;

Thence South 89°59'35" West, along said South line, a distance of 76.41 feet to the True Point of Beginning.

Containing 1,932 Square Feet or 0.044 Acres, more or less.



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EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT
CLOSURE REPORT

N89°56'35.0000" E 656.96

Misclosure: 1/23,575

N00°14'15.0000" W 849.51

North Error: 0.000055

East Error: 0.006734

N89°59'35.0000" E 126.04

N00°00'25.0000" W 25.00

BOUNDARY

RB = S78°36'27.0447" E

R = 40.50

A = 110.97

C = 79.37

CB = N89°53'26.3051" E

D = 156°59'46.6996"

T = 199.03

RB = N78°23'19.6549" E

RB = N05°29'07.5588" W

R = 31.06

A = 2.97

C = 2.97

CB = S87°15'13.7207" W

D = 05°28'42.5589"

T = 1.49

RB = S00°00'24.9999" E

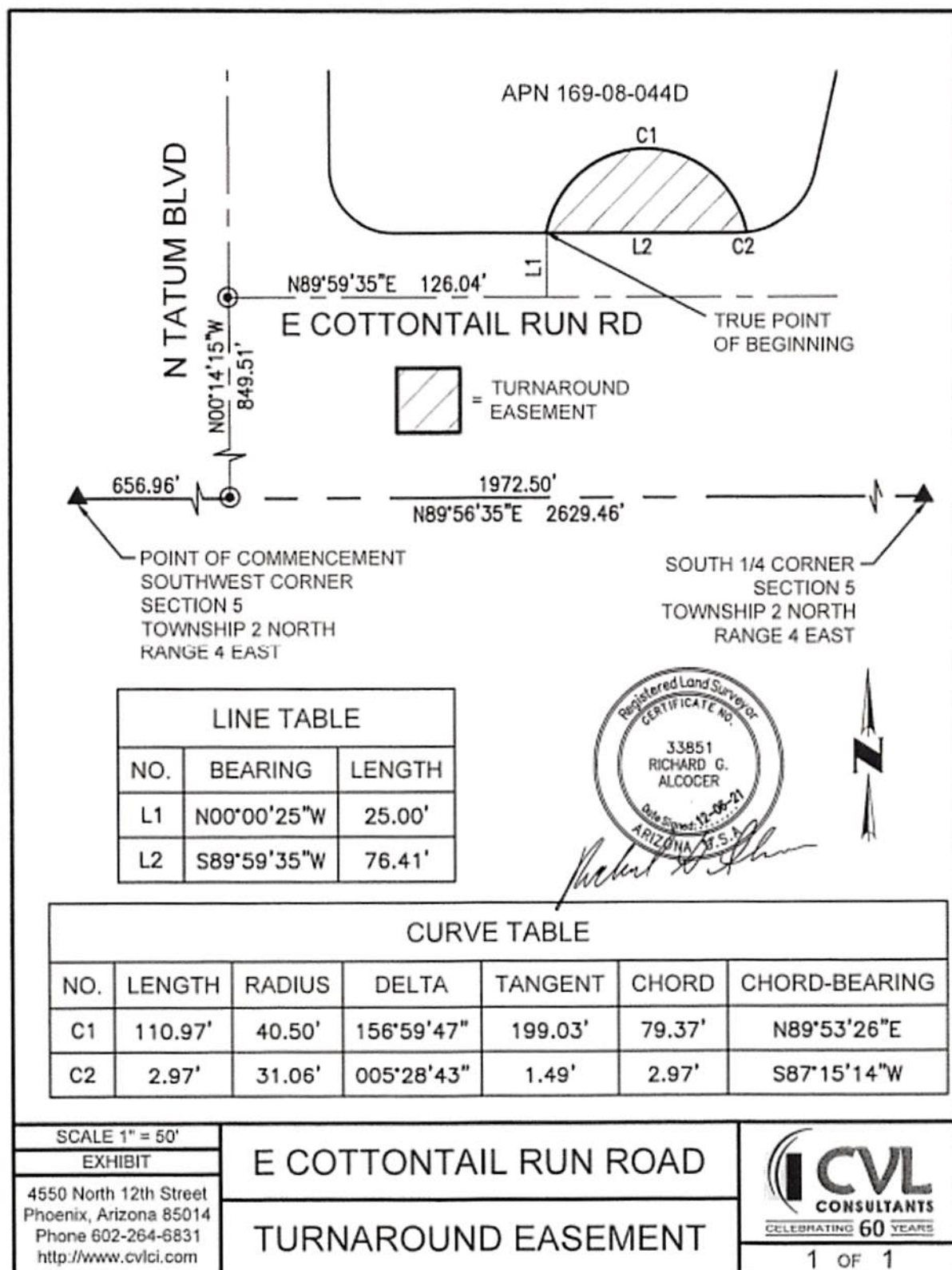
S89°59'35.0001" W 76.41

S45°00'00.0000" W 0.00

Area = 1932.22 0.044 AC

Closing course: 90°28'02.7167"
0.006734





N:\01\0214601\CADD\Exhibits\IX.TURNAROUND.ESMT.dwg Dominique December 6, 2021

When recorded, mail to:

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

GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Grant of Access Easement over Private Roadway and Private Roadway Maintenance Agreement ("Agreement") is made and entered into as of _____, 2022, by and between COTTONTAIL RUN ROAD, LLC, an Arizona Corporation ("Grantor"), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Town").

1. Grantor is the fee simple owner of that certain real property generally located near the intersection of Tatum Boulevard and East Cottontail Run Road in the Town of Paradise Valley, Arizona, as described on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

2. Grantor hereby grants to Town non-exclusive access easement rights in, over, and across that certain real property described on Exhibit B, attached hereto and incorporated by reference herein, (the "Private Roadway") and Town accepts same by execution of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, Grantor may continue to use the Private Roadway for any and all lawful purposes so long as such uses do not materially and adversely interfere with the access granted in this Agreement. Town acknowledges and agrees that the use of the Private Roadway consistent with Town-approved plats, plans, and ordinances does not materially or adversely interfere with the access granted in this Agreement. Grantor may design, construct, maintain, or operate a private road, gates, guardhouses, utilities, curbs, lighting, landscaping, and other improvements, equipment, and facilities (the "Facilities") as permitted by Town-approved plats, plans, and ordinances, as such documents may be amended, modified, supplemented, or replaced from time to time (collectively, the "Plans"), and in compliance with all applicable ordinances, codes, rules, and regulations ("Applicable Law"). If a Facility blocks or obstructs the use of or access to, over, or across the Private Roadway, Grantor or Owner shall provide a convenient method of access through the Facility to the Town and to the owners of any property to which the Private Roadway provides access. Grantor may locate, relocate, modify, remove, and replace the Facilities from time to time so long as the remaining Facilities satisfy the Plans and Applicable Law. Grantor shall preserve, install, or cause the installation of landscaping on the Private Roadway that meets the standards contained in Town Code Section 5-10-7(D)(1), as amended.

4. For the purposes of this Agreement, the "Owners" shall mean and refer to any and all persons and entities owning all or a portion of the Property. If more than one Owner exists, obligations arising pursuant to Paragraphs 5, 6, 7, and 8 of this Agreement shall be joint and several.

5. The Owners, at their own cost and expense, shall maintain or cause the maintenance of the Private Roadway and Facilities in a clean, proper, and workmanlike manner, in compliance with Applicable Law, including the standards contained in Town Code Section 5-10-7(D)(1), as amended, and in compliance with the Town of Paradise Valley Landscape Guidelines.

6. If for any reason the Owners do not fulfill their duty to clean and maintain the Private Roadway as required by Paragraph 5 and such failure continues for 60 days after written notice thereof from Town (except in the case of imminent danger where only reasonable prior notice is required), Town shall have the right of self-help as described herein. In addition to any other rights under the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights, Town shall have the right to enter the Private Roadway to clean or to maintain the Private Roadway, and to be compensated by the Owners for the actual out-of-pocket costs and expenses incurred by the Town for such cleaning and maintenance, as required by this Agreement and Applicable Law (the "Costs"). Notwithstanding the foregoing, so long as the Owners have commenced to cure the failure within 60 days after written notice thereof from Town and thereafter diligently prosecute such cure to completion, Town shall not exercise any of its rights or remedies in this Paragraph 6 (except in the case of imminent danger).

7. If the Owners do not compensate Town for the Costs as contemplated in Paragraph 6 within five business days, Town shall make a written demand to the Owners and their lenders (as evidenced by a deed of trust or mortgage recorded in the Official Records of Maricopa County). On or after 30 business days following such demand, Town shall make a second written demand in the same form and to the same parties, and 10 business days after that second written demand, Town may (i) record a Notice of Claim of Lien against the Property and any lots therein to secure the payment of the Costs, and (ii) send a copy of said Notice of Lien to the Owners. Each written demand shall reference this Agreement and the Town's right to lien. Any Owner or any lender may, but shall not be obligated to, satisfy payment obligations arising under this Agreement on behalf of any Owner.

8. After delivery of notice as required by Paragraphs 6 and 7 and passage of applicable cure periods, Town shall have the right, at its option, to enforce collection of any amounts owed to Town under Paragraph 6 above in any manner allowed by law, including, without limitation, bringing an action to foreclose its lien filed pursuant to Paragraph 7 against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the right to bid at any foreclosure sale and to purchase the Property if so sold.

9. Grantor enters this Agreement for itself, its successors, and its assigns. This Agreement and the rights and obligations created, granted, and conveyed hereby shall run with the land as a burden upon the Property and the Private Roadway, which shall bind and apply to all then-current owners of the Property, and to all then-current owners of any lots within the Property. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents, and tenants.

10. Grantor warrants that (i) it is the fee simple owner of the Private Roadway and the Property, (ii) it has full right, power, and authority to grant the 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 is bound.

11. This Agreement cannot be terminated, released, amended, or modified without the express prior written consent of Town. This Agreement shall terminate only upon mutual written agreement between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

12. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, by overnight courier, or by deposit in the U.S. mail, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at its address as shown in the property ownership records of the Maricopa County, Arizona Assessor.

13. This Agreement shall be in addition to any Applicable Laws relating to easements and the subject matter herein.

14. Except as otherwise expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights created herein are private and for the benefit only of the parties hereto and their successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGES)

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

GRANTOR:

Cottontail Run Road, LLC,
an Arizona limited liability company

By: [Signature]
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: [Signature]
Name: Charles Harris
Title: Trustee

STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 31st day of May, in the year 2022, before me the undersigned, personally appeared William Grogan, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

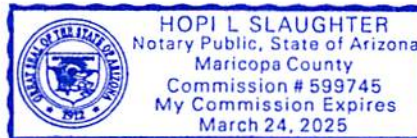
[Signature]
Notary Public



STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 27th day of May, in the year 2022, before me the undersigned, personally appeared Charles Harris, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



TOWN:

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Property]

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

EXHIBIT B
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Private Roadway]

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COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

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When recorded, return to:

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

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
COTTONTAIL RUN ROAD, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made this 17th day of May, 2022, between Cottontail Run Road, LLC, an Arizona limited liability company (the “Owner”), and the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), regarding a certain private road located in the Town near the intersection of Tatum Boulevard and East Cottontail Run Road, as more particularly described on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Change in Land Use Entitlements. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval of Owner’s application for a Special Use Permit for a private roadway gate at the Property, SUP-21-02 (the “Application”) in good faith and with the understanding that, if the Town approves the Application, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance granting the Special Use Permit Application, Ordinance No. ____ - __ (the “Ordinance”), which is incorporated by reference as if fully set forth herein, including all stipulations adopted by the Town Council of the Town of Paradise Valley (the “Town Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation, and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including § 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Application. Owner acknowledges and agrees that any stipulations imposed by the Town Council as part of the Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Application. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Ordinance and all stipulations to the Ordinance approved by the Town Council unless, not later than three business days following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulations. In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of

business on the fifth business day following approval of the Ordinance, then the Town may, after proper notice and hearing, rescind the Ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Application in the event the Town Council disapproves the Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Ordinance.

2. Entire Agreement; Modification. This Waiver constitutes the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. §§ 12-1134 *et seq.* relating to the Application. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it collectively owns all right, title, and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Owner”

Cottontail Run Road, LLC,
an Arizona limited liability company

By: _____

William Grogan, Manager

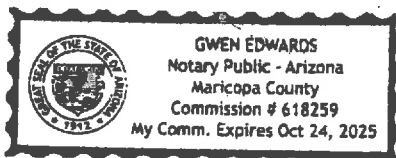
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On 5/17, 2022, before me personally appeared William Grogan, whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing Cottontail Run Road, LLC, an Arizona corporation, as its Manager and acknowledged that they signed this document on behalf thereof

Gwen Edwards
Notary Public

10/24/2025
My Commission Expires

[Notary Seal]



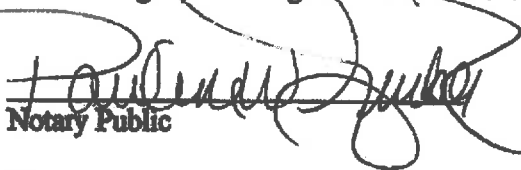
"Owner"

Cottontail Run Road, LLC,
an Arizona limited liability company

By: 
Charles Harris, Member and
Trustee of the Enterprises Trust

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On May 17, 2022 before me personally appeared Charles Harris, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, representing Cottontail Run Road, LLC, an Arizona limited liability company, as its Member/Trustee and acknowledges that he signed this document on behalf thereof.


Notary Public

1/28/2023
My Commission Expires

[Notary Seal]



"Town"

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation

By: _____
Jerry Bien-Willner, Mayor

ATTEST: "

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
TOWN OF PARADISE VALLEY
AND
COTTONTAIL RUN ROAD, LLC

[Legal Description of the Property]

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT

MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

When recorded, return to:

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

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
CLT 7117, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made this 17th day of May, 2022, between CLT 7117, LLC, an Arizona limited liability company (the “Owner”), and the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), regarding a certain residential lot located in the Town near the intersection of Tatum Boulevard and East Cottontail Run Road, as more particularly described on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Change in Land Use Entitlements. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval of Owner’s application for a Special Use Permit for a private roadway gate at the Property, SUP-21-02 (the “Application”) in good faith and with the understanding that, if the Town approves the Application, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance granting the Special Use Permit Application, Ordinance No. ____ - ____ (the “Ordinance”), which is incorporated by reference as if fully set forth herein, including all stipulations adopted by the Town Council of the Town of Paradise Valley (the “Town Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation, and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including § 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Application. Owner acknowledges and agrees that any stipulations imposed by the Town Council as part of the Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Application. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Ordinance and all stipulations to the Ordinance approved by the Town Council unless, not later than three business days following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulations. In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of

business on the fifth business day following approval of the Ordinance, then the Town may, after proper notice and hearing, rescind the Ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Application in the event the Town Council disapproves the Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Ordinance.

2. Entire Agreement; Modification. This Waiver constitutes the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. §§ 12-1134 *et seq.* relating to the Application. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it collectively owns all right, title, and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Owner”

CLT 7117, LLC,
an Arizona limited liability company

By: _____

William Grogan, Manager

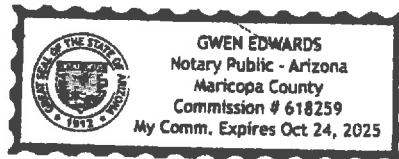
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On 5/17, 2022, before me personally appeared William Grogan, whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its Manager and acknowledged that they signed this document on behalf thereof

Gwen Edwards
Notary Public

10/24/2025
My Commission Expires

[Notary Seal]



"Owner"

CLT 7117, LLC,
an Arizona limited liability company

By: *Charles Harris*
Charles Harris, Member and
Trustee of the Enterprises Trust

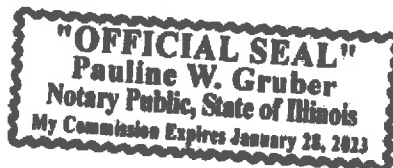
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On May 17, 2022 before me personally appeared Charles Harris, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, representing CLT 7117, LLC, an Arizona limited liability company, as its Member/Trustee and acknowledges that he signed this document on behalf thereof.

Pauline W. Gruber
Notary Public

11/28/2023
My Commission Expires

[Notary Seal]



“Town”

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
TOWN OF PARADISE VALLEY
AND
CLT 7117, LLC

[Legal Description of the Property]

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, 849.51 FEET ALONG SAID CENTERLINE OF TATUM BOULEVARD;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET;

THENCE NORTH 77 DEGREES 38 MINUTES 15 SECONDS WEST 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 210.84 FEET;

THENCE SOUTHWESTERLY 42.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.08 FEET AND A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 137.23 FEET;

THENCE NORTHWESTERLY 39.33 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.10 FEET AND A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST 183.44 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID TATUM BOULEVARD;

THENCE NORTH 84 DEGREES 44 MINUTES 41 SECONDS EAST 239.69 FEET TO THE POINT OF BEGINNING.

When recorded, mail to:

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

STORM DRAINAGE FACILITIES AGREEMENT

(Drainage Improvement Maintenance Covenant to Run with the Land)

This Storm Drainage Facilities Agreement (this “Agreement”) is an agreement for the diversion, retention, and disposal of stormwater runoff subject to certain terms and conditions contained herein, and is hereby provided between Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and the current owner and all future owners (collectively, the “Owner”) of the real property located at 7117 North Tatum Boulevard, Paradise Valley, AZ 85253, and described below (the “Property”):

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD;

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THENCE NORTH 84 DEGREES 44 MINUTES 41 SECONDS EAST 239.69 FEET TO THE POINT OF BEGINNING.

This Agreement:

- (1) Runs with the land and over, under, and across the Property; and
- (2) Is executed:
 - (A) Pursuant to the following incorporated provisions of the Paradise Valley Town Code (the “Code”):

That certain document, known as the Storm Drainage Design Manual, Town of Paradise Valley, three copies of which are on file in the office of the Town Clerk of Paradise Valley, Arizona, which document was made a public record by Resolution No. 2018-16 of the Town of Paradise Valley; and
 - (B) In furtherance and consideration of the issuance by the Town of one or more building or improvement Permits (the “Permits”), numbered [Permit Number(s)], issued [Permit Date(s)], related to the construction of the Drainage Improvements (defined below), all as more fully set forth in said Permits.

Owner agrees to each of the following:

- (1) All drainage structures and retention basins within the Property (the “Drainage Improvements”), as identified on Exhibit A attached hereto and incorporated by reference herein, affected by this Agreement shall not, at any time hereafter, be filled or altered in a manner that deviates from the elevations and required volume(s) shown on the approved improvement plans and drainage report on file at the office of the Paradise Valley Town Engineer (or such other equivalent Town officer should there be no Town Engineer) (the “Town Engineer”), or as otherwise stipulated in the Permits, unless prior written authorization is granted by the Town Engineer.
- (2) Owner shall not, at any time hereafter, block, obstruct, or impede in any manner the flow of water across or through the Property and into the Drainage Improvements.
- (3) Owner shall maintain, as an ongoing obligation, the Drainage Improvements approved by the Town in accordance with the development plans of the original project on the Property

described in the Permits and pursuant to the Permits themselves and any other documents incorporated by reference therein.

- (4) Owner will not erect any building or structure on or near the Drainage Improvements or in any way modify the Property in a manner that results in a reduction of percolation capacity that would cause the Drainage Improvements to retain storm water runoff for more than thirty six (36) hours after a storm (the "Drainage Period").
- (5) Owner shall maintain the Drainage Improvements and provide an acceptable means for assuring that all basins drain within the Drainage Period.
- (6) In the event damage to any person or property results from the violation of any provision of this Agreement, Owner shall promptly remediate such damage and restore the Drainage Improvements, at Owner's sole cost and expense. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon to the violation of any provision of this Agreement by Owner, its officers, employees, agents, or contractors in the performance of this Agreement.
- (7) This Agreement shall be a covenant running with the land; the obligations hereunder shall continue with the transfer of title or ownership of the Property to any and all future owners or assigns and shall be personal obligations of any such successor Owner, to the fullest extent permitted by law.

[SIGNATURES ON THE FOLLOWING PAGE]

“Owner”

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and Title, if applicable)

Printed Name (and Title, if applicable)

LLC or Trust Name (if applicable)

Address

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____, before me personally appeared [name of signer or signers], whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its [Title], and acknowledged that they signed this document on behalf thereof

Notary Public

My Commission Expires

[Notary Seal]

“Town”

Reviewed by: _____
Signature

Name

Title

Accepted by: _____
Jill Keimach, Town Manager
Town of Paradise Valley

EXHIBIT A
TO
STORM DRAINAGE FACILITIES AGREEMENT

[Depiction of Storm Drainage Facilities]

(See the following page).

[Attach exhibit depicting all drainage structures and retention basins within the Property]

When recorded, mail to:

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

STORM DRAINAGE FACILITIES AGREEMENT

(Drainage Improvement Maintenance Covenant to Run with the Land)

This Storm Drainage Facilities Agreement (this "Agreement") is an agreement for the diversion, retention, and disposal of stormwater runoff subject to certain terms and conditions contained herein, and is hereby provided between Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and the current owner and all future owners (collectively, the "Owner") of the real property described below (the "Property"):

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

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EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

This Agreement:

- (1) Runs with the land and over, under, and across the Property; and
- (2) Is executed:
 - (A) Pursuant to the following incorporated provisions of the Paradise Valley Town Code (the "Code"):

That certain document, known as the Storm Drainage Design Manual, Town of Paradise Valley, three copies of which are on file in the office of the Town Clerk of Paradise Valley, Arizona, which document was made a public record by Resolution No. 2018-16 of the Town of Paradise Valley; and
 - (B) In furtherance and consideration of the issuance by the Town of one or more building or improvement Permits (the "Permits"), numbered [Permit Number(s)], issued [Permit Date(s)], related to the construction of the Drainage Improvements (defined below), all as more fully set forth in said Permits.

Owner agrees to each of the following:

- (1) All drainage structures and retention basins within the Property (the “Drainage Improvements”), as identified on Exhibit A attached hereto and incorporated by reference herein, affected by this Agreement shall not, at any time hereafter, be filled or altered in a manner that deviates from the elevations and required volume(s) shown on the approved improvement plans and drainage report on file at the office of the Paradise Valley Town Engineer (or such other equivalent Town officer should there be no Town Engineer) (the “Town Engineer”), or as otherwise stipulated in the Permits, unless prior written authorization is granted by the Town Engineer.
- (2) Owner shall not, at any time hereafter, block, obstruct, or impede in any manner the flow of water across or through the Property and into the Drainage Improvements.
- (3) Owner shall maintain, as an ongoing obligation, the Drainage Improvements approved by the Town in accordance with the development plans of the original project on the Property described in the Permits and pursuant to the Permits themselves and any other documents incorporated by reference therein.
- (4) Owner will not erect any building or structure on or near the Drainage Improvements or in any way modify the Property in a manner that results in a reduction of percolation capacity that would cause the Drainage Improvements to retain storm water runoff for more than thirty six (36) hours after a storm (the “Drainage Period”).
- (5) Owner shall maintain the Drainage Improvements and provide an acceptable means for assuring that all basins drain within the Drainage Period.
- (6) In the event damage to any person or property results from the violation of any provision of this Agreement, Owner shall promptly remediate such damage and restore the Drainage Improvements, at Owner’s sole cost and expense. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon to the violation of any provision of this Agreement by Owner, its officers, employees, agents, or contractors in the performance of this Agreement.
- (7) This Agreement shall be a covenant running with the land; the obligations hereunder shall continue with the transfer of title or ownership of the Property to any and all future owners or assigns and shall be personal obligations of any such successor Owner, to the fullest extent permitted by law.

[SIGNATURES ON THE FOLLOWING PAGE]

“Owner”

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and Title, if applicable)

Printed Name (and Title, if applicable)

LLC or Trust Name (if applicable)

Address

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20____, before me personally appeared [name of signer or signers], whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its [Title], and acknowledged that they signed this document on behalf thereof

Notary Public

My Commission Expires

[Notary Seal]

“Town”

Reviewed by: _____
Signature

Name

Title

Accepted by: _____
Jill Keimach, Town Manager
Town of Paradise Valley

EXHIBIT A
TO
STORM DRAINAGE FACILITIES AGREEMENT

[Depiction of Storm Drainage Facilities]

(See the following page).

[Attach exhibit depicting all drainage structures and retention basins within the Property]