

EASEMENT1618-9-1-1--  
Garcia

When recorded mail to:

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

**DRAINAGE EASEMENT and  
DRAINAGE EASEMENT AGREEMENT**

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This Drainage Easement and Drainage Easement Agreement (“Agreement”) is made and entered into as of this 20 day of July, 2016, by and between Sharat Kanaka, a married man, as his sole and separate property and Punnaiah C. Marella, a married man, as his sole and separate property (“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: 7808 North Ironwood Drive, Paradise Valley, AZ 85252 (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.

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.

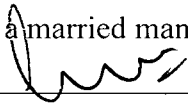
10. This Agreement shall terminate only upon mutual written agreement between the parties.

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

**GRANTOR:**

Sharat Kanaka, a married man, as his sole and separate property and Punnaiah C. Marella, a married man, as his sole and separate property

By: Sharat Kanaka, a married man, as his sole and separate property

Its: Owner 

By: Punnaiah C. Marella, a married man, as his sole and separate property

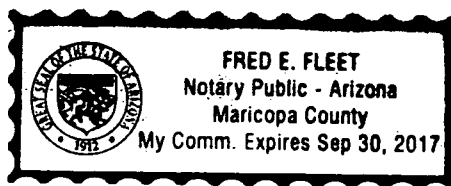
Its: Owner 

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this 28th day of June, 2016, by Sharat Kanaka, a married man, as his sole and separate property and Punnaiah C. Marella, a married man, as his sole and separate property, the Owners of LOT 48 MUMMY MOUNTAIN PARK, ACCODING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 1, on behalf thereof.

*Fred E. Fleet*  
Notary Public

My Commission Expires: Sept 30, 2017



**GRANTEE:**

TOWN OF PARADISE VALLEY

By: *Michael Collins*  
Michael Collins, Mayor

**ATTEST:**

*Duncan Miller*  
Duncan Miller, Town Clerk

**APPROVED AS TO FORM:**

*Andrew Miller*  
Andrew Miller, Town Attorney

## Exhibit A – The Property

*See Attached*

June 22, 2016

LEGAL DESCRIPTION FOR  
LOT 48 OF "MUMMY MOUNTAIN PARK"  
DRAINAGE EASEMENT

A Drainage Easement located over a portion of Lot 48 of "Mummy Mountain Park" as shown in Book 57 of Maps, Page 1, Records of Maricopa County, Arizona, being located within the Northeast quarter of Section 4, Township 2 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southwest corner of said Lot 48, being monumented by a 1/2" rebar with a plastic cap marked LS# 22782, from which the Southeast corner thereof, being monumented by a 1/2" rebar with a plastic cap marked LS# 22782, bears North 82°15'24" East, a distance of 192.08 feet;

Thence North 18°27'48" West, along the Westerly line of said Lot 48, a distance of 51.06 feet;

Thence departing said Westerly line, North 37°10'06" East, a distance of 26.63 feet;

Thence North 03°19'56" West, a distance of 42.29 feet to the beginning of a tangent curve of 105.00 foot radius, concave Southeasterly;

Thence Northeasterly, along said curve, through a central angle of 72°36'58", a distance of 133.08 feet;

Thence North 69°17'01" East, a distance of 155.19 feet to a point on the Easterly line of said Lot 48;

Thence along said Easterly line, South 04°39'20" West, a distance of 55.02 feet;

Thence departing said Easterly line, South 78°09'37" West, a distance of 62.94 feet;

Thence South 69°17'01" West, a distance of 69.44 feet to the beginning of a tangent curve of 65.00 foot radius, concave Southwesterly;

Legal Description for  
Lot 48 of "Mummy Mountain Park"  
Drainage Easement  
June 22, 2016

Thence Southwesterly, along said curve, through a central angle of 72°36'58", a distance of 82.38 feet;

Thence South 03°19'56" East, a distance of 108.44 feet to a point on the Southerly line of said Lot 48;

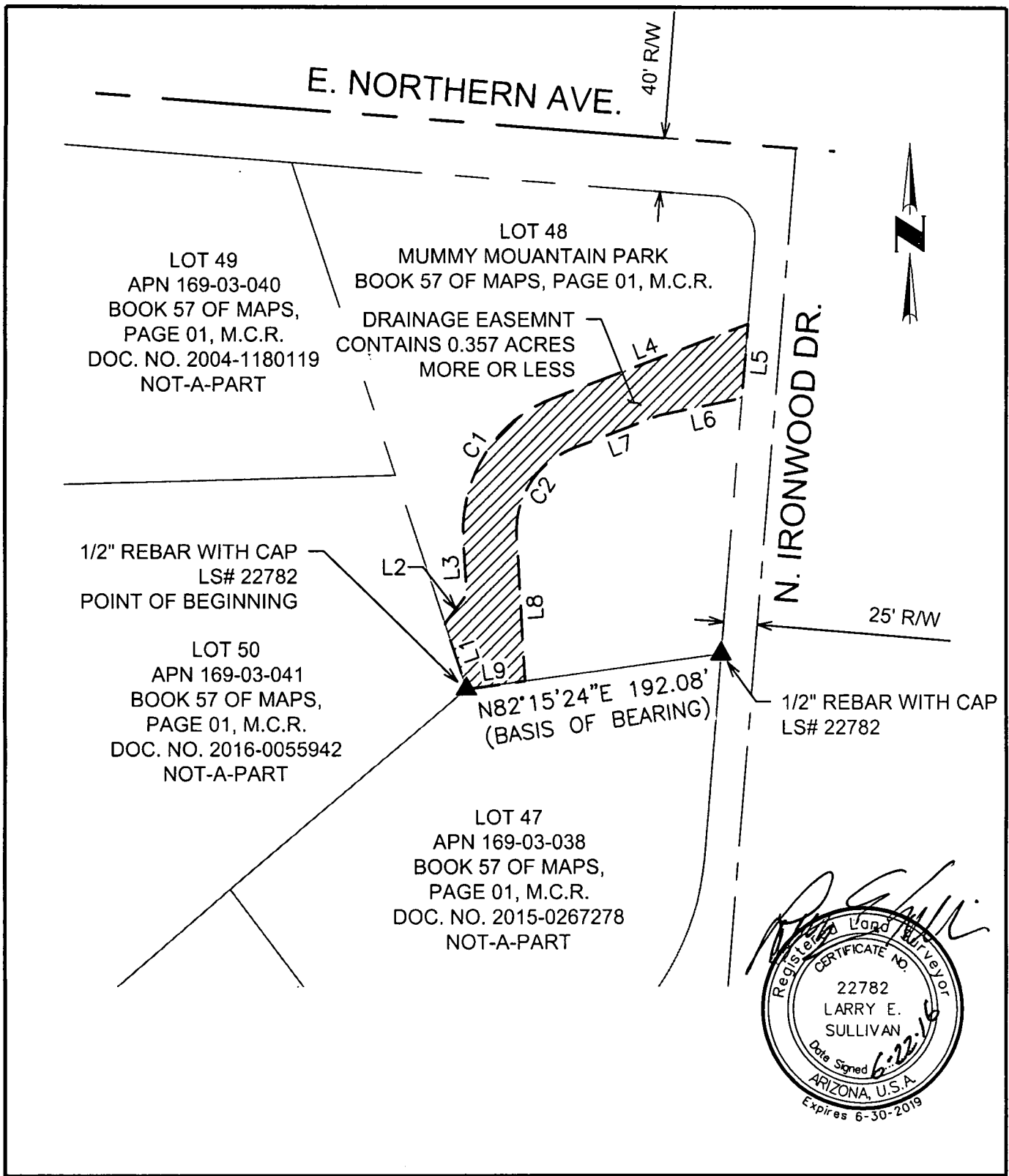
Thence along said Southerly line, South 82°15'24" West, a distance of 44.10 feet to the Point of Beginning;

Contains 0.357 acres, more or less.



## Exhibit B – The Drainage Easement

*See Attached*



SCALE 1" = 100'  
 EXHIBIT  
 4550 North 12th Street  
 Phoenix, Arizona 85014  
 Phone 602-264-6831  
 http://www.cvlci.com

LOT 48  
 "MUMMY MOUNTAIN PARK"  
 DRAINAGE EASEMENT


1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	N18°27'48"W	51.06
L2	N37°10'06"E	26.63
L3	N03°19'56"W	42.29
L4	N69°17'01"E	155.19
L5	S04°39'20"W	55.02
L6	S78°09'37"W	62.94
L7	S69°17'01"W	69.44
L8	S03°19'56"E	108.44
L9	S82°15'24"W	44.10

CURVE TABLE						
NO.	ARC	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	133.08	105.00	072°36'58"	77.15	124.35	N32°58'33"E
C2	82.38	65.00	072°36'58"	47.76	76.98	S32°58'33"W



SCALE N.T.S.	LOT 48 "MUMMY MOUNTAIN PARK"	
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 <a href="http://www.cvlci.com">http://www.cvlci.com</a>	DRAINAGE EASEMENT	2 OF 2