

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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Cullum Homes Inc. ("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: \_\_\_\_\_ N. Ironwood Drive, Paradise Valley, AZ (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:**

Cullum Homes Inc.

By: \_\_\_\_\_  
Its:

STATE OF ARIZONA       )  
                                          ) ss  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ on behalf thereof.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

TOWN OF PARADISE VALLEY

By: \_\_\_\_\_  
Jerry Bien-Willner, Mayor

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Miller, Town Attorney

## Exhibit A – The Property

Lot 1, Lavitt Manor II according to Book\_\_\_ of Maps, Page\_\_\_, Records of  
Maricopa County, Arizona.

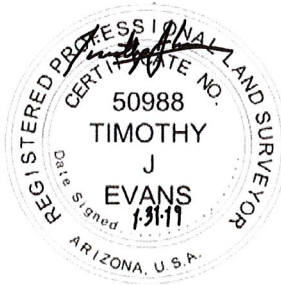


Exhibit B – The Drainage Easement

**DRAINAGE EASEMENT LEGAL DESCRIPTION  
LAVITT MANOR II LOT 1**

A DRAINAGE EASEMENT SITUATED WITHIN A PORTION OF LOT 1, LAVITT MANOR II, AS RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DRAINAGE EASEMENT AS RECORDED IN DOCKET 20040670528, MARICOPA COUNTY RECORDS