



INSTRUCTIONS

This Drainage Easement and Maintenance Agreement is provided in Word format so that it can be completed by computer. These agreements are transmitted to the Maricopa County Recorder's Office for recording. The agreements will be rejected if any portion is illegible or unreproducible.

- x Please delete the bracketed text **[in red]**. That text is only included as guidance on how to complete that section. This applies to the date, owner's name, property address, "Grantor" information, and Exhibit A insert on the form. Additionally, delete the underscore ("____") text in the body of the agreement (e.g., "this ____ day of _____, 20__" becomes "this 25th day of January, 2022"), but not the signature lines.
- x Do not use abbreviations in the property address (e.g., use "Paradise Valley" instead of "PV").
- x The owner information must match exactly as it appears on the deed to the property – no nicknames or abbreviated names. If the property is owned by Trust or an LLC, the person authorized to sign for the Trust or the LLC must sign the form. You may be required to produce the Trust or LLC documents to verify that the person signing as the "Grantor" is legally authorized to sign.
- x The agreement must include original ink signatures.
- x Return the revised document to the Town Attorney's office for review, in Word format.

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 ____ day of _____, 20__, by and between *[insert Grantor/Owner name as appears in the title to the 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, Arizona, as shown on Exhibit A, attached hereto and incorporated by reference herein, and located at *[property address]* (the “Property”).

2. Grantor hereby grants to Town drainage easement rights in, over and across that certain real property *[depicted and/or]* described on Exhibit B, attached hereto and incorporated by reference herein (the “Drainage Easement”), and Town accepts same by execution of this Agreement.

3. 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, now or in the future, including Grantor, Grantor’s successors, and Grantor’s assigns. Grantor, on behalf of the Owners, covenants with the Town and its successors and assigns, that the Owners, at all times after the effective date of this instrument, at their own cost and expense, 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 Town’s express prior, written consent.

4. If for any reason the Owners do not fulfill their duty to clean and maintain the Drainage Easement as required by Paragraph 3 above, the Town shall have the right of self-help as described herein. 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, the Town 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 the Drainage Easement area, and to be compensated by the Owners for the full and actual cost of such cleaning and maintenance.

5. The Owners shall be liable to the Town for reasonable maintenance costs incurred by the Town under Paragraph 4 above, together with interest at the prevailing legal rate and reasonable attorneys' fees. If those amounts are not paid within 30 days after written demand by the Town, 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 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, by bringing an action against the Owners 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 if so sold.

7. This Agreement shall be in addition to any other agreements, laws, 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. The Drainage Easement conveyed by this Agreement, and the other rights and obligations created, granted, and conveyed hereby, 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 is bound.

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

(SIGNATURES ON THE FOLLOWING PAGES)

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

GRANTOR:

[insert Grantor/Owner name as it appears in the title to the Property]

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and title if applicable)

Printed Name (& title if applicable)

LLC or Trust Name (if applicable)

STATE OF _____)

_____)

COUNTY OF _____)

On this ____ day of _____, 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 he or she claims to be, and acknowledged that he or she signed the above document.

Notary Public

My Commission Expires

[Notary Seal]

ACCEPTANCE OF GRANTEE:

TOWN OF PARADISE VALLEY

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
DRAINAGE EASEMENT
AND
DRAINAGE EASEMENT AGREEMENT

[insert legal description of the entire Property and depiction, if available, of same]

EXHIBIT B
TO
DRAINAGE EASEMENT
AND
DRAINAGE EASEMENT AGREEMENT

[insert legal description of the Drainage Easement and depiction, if available, of same]