When recorded, mail to:
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

TOWN OF PRESCOTT VALLEY
DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to:

YAVAPAI HILLS COMMERCIAL, INC.
3 EXPRESSWAY PLAZA #110, ROSLYN HEIGHTS, NY. 11577

hereinafter referred to as GRANTOR, by the Town of Prescott Valley, a municipal corporation of Arizona, its successors and assigns, hereinafter referred to as GRANTEE, the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, a perpetual nonexclusive easement with the right to

[erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove drainage improvements and facilities, together with the manhole structures, pipelines]

together with the attendant customary uses, and all other necessary and appurtenant structures and facilities upon, along, over, under, across and through the land of the GRANTOR located in Yavapai County, Arizona, said land being more particularly described as follows:

(Legal Description attached.)

together with the right of full and free ingress and egress for the purposes herein specified. In no event may the GRANTEE construct any facilities or improvements above ground without the GRANTOR's consent, not to be unreasonably withheld.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its heirs, successors and assigns.

The GRANTOR shall not erect, construct or permit to be erected or constructed, any building or other structure; shall not plant any trees; shall not drill any well; shall not install any fences; and shall not alter ground level by cuts or fills within the limits of said easement without the express written permission of the GRANTEE. In the event a structure of any kind is constructed or placed within or over the drainage easement, it is understood that the GRANTEE shall not be required to replace any such structures that must be removed during the course of maintenance, construction or reconstruction. Notwithstanding the above, the GRANTOR reserves the right to use the easement area for all purposes which are not inconsistent with this grant, including without limitation the right to install landscaping, curbs, gutter, and lighting standards and to pave the easement area and use the same for parking facilities, driveways, and walkways.

The GRANTEE shall have the right to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenience and safe exercise of the rights hereby granted. Furthermore, the GRANTEE shall comply with the requirements of the addendum attached hereto and incorporated herein by this reference.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 26 day of May, 2011.

(SIGNATURE PAGE(S) FOLLOW)

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

GRANTOR:
YAVAPAI HILLS COMMERCIAL, INC.

By:_____
Aaron Weingarten, Vice President

STATE OF New York)
) ss.
County of Nassau)

The foregoing instrument was acknowledged before me this 26th day of May, 2011, by Aaron W Weingarten the Vice President of YAVAPAI HILLS COMMERCIAL, INC.

(Seal and Expiration Date)

Diann R O'Leary
Notary Public

DIANN R. O'LEARY
Notary Public, State of New York
No. 01OA6012175
Qualified in Nassau County
Comm. Expires April 30, 2015

GRANTEE:
TOWN OF PRESCOTT VALLEY, a
municipal corporation of Arizona

By:_____
Its:_____

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by _____, the _____ of _____, a _____ corporation, on behalf of the corporation.

(Seal and Expiration Date)

_____
Notary Public

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

Addendum to Easement Agreement

Notwithstanding anything to the contrary in the attached document:

Grantee agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein so as not to unreasonably disturb Grantor's use of its property. Although not required to replace structures in the easement, Grantee agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including (but not limited to) the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.

Grantee will forever waive and hold Grantor harmless for, and defend Grantor against, any claims, losses, causes of action, and suits which arise from Grantee's, its agents', employees' or invitees' negligent acts or omissions related to use of the easement herein granted.

The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Grantee, its successors and assigns. Notwithstanding, Grantor shall have the right at its sole option and expense to relocate said easement upon Grantor's property. Upon fifteen (15) days written notice Grantee shall release and extinguish all its rights granted pursuant to this easement.

Grantee shall not interfere with Grantor's business operations while utilizing this easement.

In exercising any rights and privileges under this easement, Grantee shall comply fully with any applicable federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements.

Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either Grantee's improvements or the easement area as provided for herein. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statues, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2) and (3)

DAVA AND ASSOCIATES
310 EAST UNION STREET PRESCOTT, ARIZONA 86303
928-778-7587

YAVAPAI HILLS COMMERCIAL INC., DRAINAGE EASEMENT

Description of a strip of land 20.00 feet wide, located in Section 21, Township 14 North, Range 1 West of the Gila and Salt River Meridian, Yavapai County, Arizona. Also being portions of that parcel described in Book 1008 of Official Records, Page 212 in the office of the Recorder of said Yavapai County.

COMMENCING at the most northerly corner of that parcel described in Book 4466 of Official Records, Page 464 in the office of the Recorder of Yavapai County, from which the most easterly corner of said parcel bears, South 57°37'58" East, 386.75 feet;

thence, along the northwesterly boundary of said parcel, South 58°16'40" West, 170.65 feet to the **POINT OF BEGINNING.**

Thence, continuing along the northwesterly boundary of said parcel, South 58°16'40" West, 1.48 feet, to a point on the southeasterly line of that parcel described in Book 4541 of Official Records, Page 874 in the office of the Recorder of Yavapai County;

thence, departing the northwesterly boundary of the parcel described in Book 4466 of Official Records, Page 464, and along the easterly boundary of that parcel described in Book 4541 of Official Records, Page 874, North 33°55'08" West, 3.65 feet, and to a point herein after referred to as Point "A";

thence, departing the easterly boundary of the parcel described in Book 4541 of Official Records, Page 874, South 55°40'16" East, 4.00 feet to the **POINT OF BEGINNING.**

TOGETHER WITH

COMMENCING at said Point "A";

thence, North 55°40'16" West, 22.05 feet, to a point on the northwesterly boundary of that parcel described in Book 4541 of Official Records, Page 874, and to the **POINT OF BEGINNING.**

Thence, along the northwesterly boundary of that parcel described in Book 4541 of Official Records, Page 874, along a non-tangent curve to the left, having a chord bearing South 55°53'28" West, a chord length of 18.59 feet, a radius of 315.01 feet, a central angle of 3°22'53", and an arc length of 18.59 feet, and to a point of compound curvature;

thence, continuing along the northwesterly boundary of that parcel described in Book 4541 of Official Records, Page 874, along a curve to the left, having a chord bearing South 54°02'21" West, a chord length of 2.88 feet, a radius of 1,215.05 feet, a central angle of 0°08'09", and an arc length of 2.88 feet;

thence, departing the northwesterly boundary of that parcel described in Book 4541 of Official Records, Page 874, North 55°40'16" West, 157.89 feet, to a point on the southeasterly line of Tract 1 as described in Book 4526 of Official Records, Page 796 in the office of the Recorder of Yavapai County;

thence, along the southeasterly line of Tract 1 as described in Book 4526 of Official Records, Page 796, North 25°01'45" East, 20.27 feet;

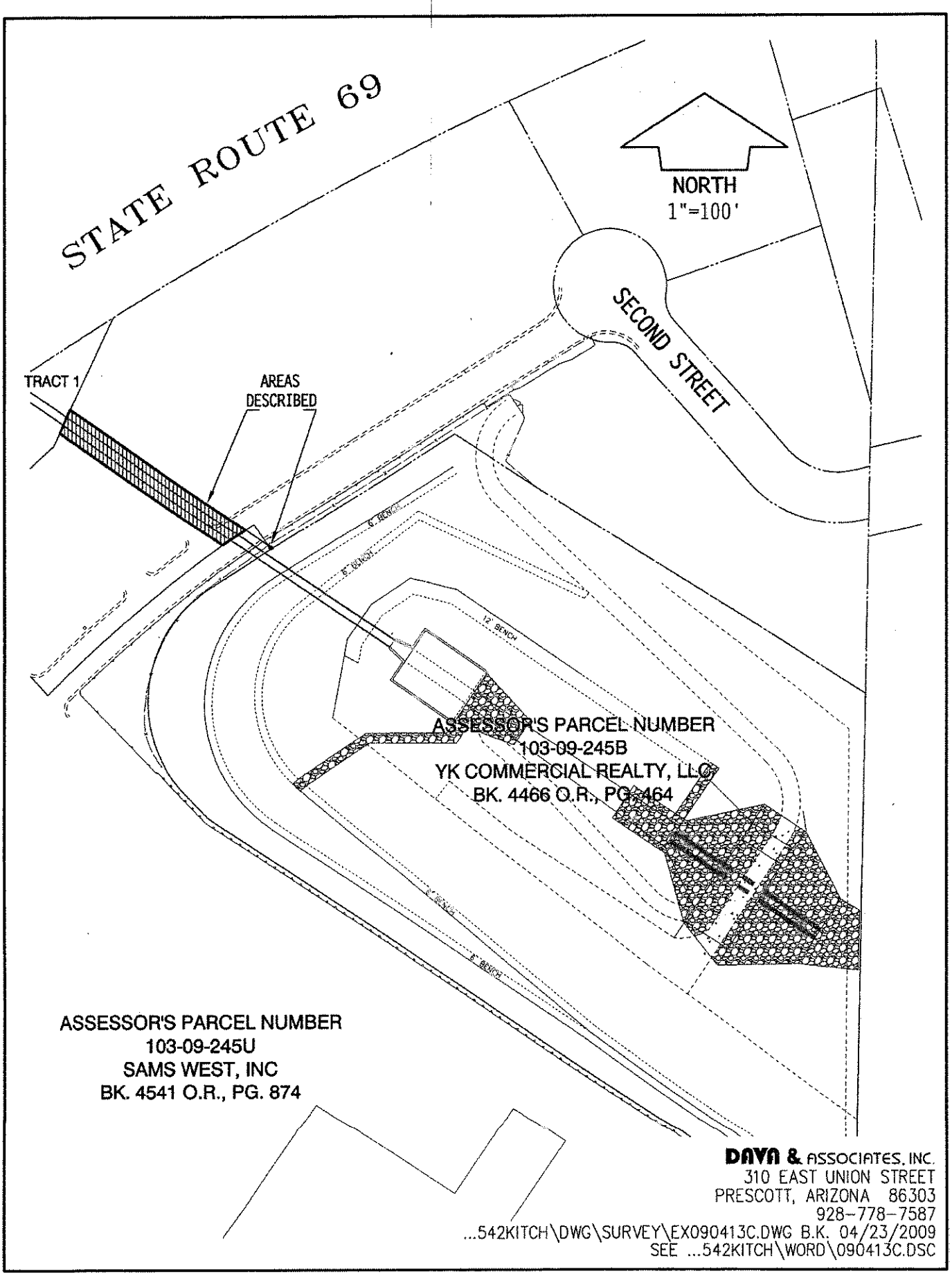
thence, departing the southeasterly line of said Tract 1, South 55°40'16" East, 168.97 feet to the **POINT OF BEGINNING.**

This description yields an aggregate of 3269 square feet.

I certify that, I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22752
THOMAS G.
CALLAHAN
Date Signed 5/6/10
ARIZONA, U.S.A.

EXPIRES 6/30/2011


STATE ROUTE 69
NORTH
1"=100'
SECOND STREET
TRACT 1
AREAS
DESCRIBED
6' BENCH
8' BENCH
12' BENCH
ASSESSOR'S PARCEL NUMBER
103-09-245B
YK COMMERCIAL REALTY, LLC
BK. 4466 O.R., PG. 464
ASSESSOR'S PARCEL NUMBER
103-09-245U
SAMS WEST, INC
BK. 4541 O.R., PG. 874
DAVA & ASSOCIATES, INC.
310 EAST UNION STREET
PRESCOTT, ARIZONA 86303
928-778-7587
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