



Cross Retention and Drainage Agreement

This cross retention and drainage agreement (the "Agreement") is hereby made on this date _____, 20____; between Owner #1 and Owner #2.

Owner 1:

Name

Address

City, State, Zip Code

County

Owner 2:

Name

Address

City, State, Zip Code

County

Recitals

- A. _____, is the owner of real property more fully described on Exhibit "A" (legal description) attached hereto and incorporated herein by this reference (as "Parcel 1");
- B. _____ is the owner of real property more fully described on Exhibit "B" (legal description) attached hereto and incorporated herein by this reference (as "Parcel 2");
- C. The parties to this agreement desire to create/grant a perpetual easement on, over, upon, and across portions of each property (**Parcel 1** and **Parcel 2**) for purposes of storm water retention and drainage.
- D. The parties agree that these mutual easements will be defined, at a minimum, by the designated areas in Exhibit "C" (property layout with hatched areas) for **Parcel 1** and Exhibit "D" for **Parcel 2** (property layout with hatched areas). These exhibits are hereby defined as the "Easement Areas" and attached hereto.

1. Granting of Easements

- 1.1 Cross Retention and Drainage Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey perpetual, non-exclusive, mutual cross retention and drainage easement for purposes of storm water retention and drainage on, over, upon, and across the areas defined in the Easement Areas.

2. Maintenance

- 2.1 Maintenance of Easement Areas. Each party, at its sole cost and expense, shall maintain and keep the Easement Areas in a commercially reasonable condition and state of repair.

3. Mutual Indemnities

- 3.1 Indemnity. Each party held by this Agreement will indemnify, defend, and hold harmless the other for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the Easement Areas, unless caused by negligence or willful misconduct.

For more information or for a copy of this publication in an alternate format, contact Planning & Development at (602) 262-7811 voice or TTY use 7-1-1.

4. Run with the Land

4.1 The covenants, conditions, restrictions, easements, and the other provisions of this Agreement shall run with and be appurtenant to each portion of Parcel 1 and Parcel 2, and shall be binding upon each portion of Parcel 1 and Parcel 2 and the Owner(s) thereof and all successors in title to any portion of Parcel 1 or Parcel 2 during their respective ownership.

5. Modification

5.1 The terms and conditions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by written instrument, executed by all the then Owners of Parcel 1 and Parcel 2 (and their mortgagees) and the Phoenix City Manager’s Representative or Civil Engineer III, and recorded with the County Recorder of Maricopa County, Arizona.

IN WITNESS WHEREOF, this Agreement has been made as of the effective date.

Parcel 1:

Signature

Printed Name

Title

State of _____

County of _____

The foregoing instrument was signed before me,
the undersigned Notary Public,

this _____ day of _____, 20 ____
by _____

Notary Public _____

Parcel 2:

Signature

Printed Name

Title

State of _____

County of _____

The foregoing instrument was signed before me,
the undersigned Notary Public,

this ____ day of _____, 20 ____
by _____

Notary Public _____



The city of Phoenix official listed below has reviewed and accepted this Agreement as a retention and drainage standard. The following individual has not reviewed the owner's legal authority to enter into this Agreement.

Cross Retention and Drainage Agreement accepted and approved this ____ day of _____, 20____.

Phoenix City Manager's Representative or Civil Engineer III
City of Phoenix Planning & Development Department, Commercial Services

State of Arizona, County of Maricopa

Subscribed and sworn before me this _____ day of _____, 20____

By _____

Notary Public: _____

My Commission Expires: _____