

When recorded, return to:  
Andrew Abraham  
Burch & Cracchiolo, P.A.  
P.O. Box 16882  
Phoenix, Arizona 85011

## **EASEMENT AGREEMENT**

This Easement Agreement (“Agreement”) is made by and between the City of Maricopa, an Arizona municipal corporation (“Grantor”) and GLOBAL WATER – SANTA CRUZ WATER COMPANY, an Arizona corporation (“Grantee”). Grantor and Grantee are collectively referred to hereafter as the “Parties”.

### **RECITALS**

- A. Grantor is the owner of approximately 20 acres of real property located in the City of Maricopa, Pinal County, Arizona (which real property is hereafter referred to as the “Grantor’s Land”).
- B. Grantee owns and operates a water utility company and intends to provide potable water services to the Grantor’s Land and/or to other properties in the vicinity of the Grantor’s Land. To this end, Grantor desires to grant and Grantee desires to accept a non-exclusive perpetual easement on, upon over, under and through a portion of the Grantor’s Land (hereafter referred to as the “Easement Area”) for the general purpose of allowing Grantee to install, construct, operate, maintain and repair water pipelines and appurtenant equipment within the Easement Area. Said Easement Area is more particularly described and shown on Exhibit “A” attached hereto and incorporated herein by reference.

### **AGREEMENT**

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive perpetual easement on, upon, over, under and through the Easement Area as more particularly described on Exhibit “A” attached hereto. Said perpetual easement shall include the use of the space above and below the ground for the purposes set forth in Paragraph 2 herein.
2. Scope of Easement. Grantee shall be permitted to use the Easement Area for the installation, construction, operation, maintenance and/or repair water pipelines and/or all other uses that are accessory to, reasonably related to and/or necessary for the same, including, but not necessarily limited to, grading and vehicular access.

3. Run with the Land/Binding Effect. This Agreement (including the easement granted herein) shall run with the Easement Area and the Grantor's Land and shall be perpetual in nature, and the benefits and burdens herein contained shall inure to and bind the Parties' respective heirs, personal representatives, successors and assigns.
4. Assignment. The Grantee may transfer or assign this Agreement to any entity and/or person(s) related to the respective Grantee without Grantor's consent. In the event that this Agreement is so transferred or assigned by the Grantee, the Grantee shall provide written notification to the Grantor of such transfer or assignment within thirty (30) days of such transfer or assignment.
5. Damages to Grantee's Improvements. Any damage to Grantee's pipelines and appurtenant equipment within the Easement Area arising solely as a result of Grantor's use of the Easement Area shall be the sole responsibility of Grantor. Nothing contained within this easement, including the provisions of Section 6, shall be construed as or constitute a waiver of Grantee's claims in the future for damages to Grantee's improvements by the Grantor or third parties.
6. Indemnity. By accepting and recording this Easement, Grantee, on behalf of itself and its successors and assigns, agrees to indemnify, defend and hold harmless Grantor, its successors, successors-in-title and assigns (each an "**Indemnitee**" and collectively, the "**Indemnitees**"), for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorney's fees and costs)(collectively, the "**Claims**") which may be claimed or asserted against an Indemnitee for personal injury (including loss of life) or tangible property damage or loss arising out Grantee's exercise of the rights granted herein, provided that Grantee shall not be responsible for any Claims arising from the Indemnitee's negligence or intentional conduct or willful or reckless misconduct. Notwithstanding the foregoing indemnity, Grantee shall have no responsibility under this paragraph or otherwise for pre-existing environmental contamination or liabilities. Such indemnity from the Grantee shall terminate upon termination of this Easement, but it is expressly understood that such indemnity shall continue in full force and effect and be applicable to indemnified acts which occurred before such termination through the applicable period of limitation established by Arizona law.
7. Grantor's Use of Easement. The Easement granted hereunder is non-exclusive, and Grantor, and its successors, successors-in-title and assigns, shall have the right to use and occupy, and grant others the right to use, all or any portion of the Easement property for any purpose non inconsistent with this Easement, provided that Grantor shall not construct or maintain, or permit others the right to construct or maintain, any building or other structure on the Easement Area which would materially interfere with the exercise of the rights herein granted. Grantee shall in good faith, exercise commercially reasonable efforts to minimize any adverse effects of the Easement granted hereunder on the value and use of the Easement Property.

8. No Waiver. The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
9. Effective Date. The effective date of this Agreement shall be the date in which the last party executes this Agreement.
10. Recitals and Exhibits. The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference into this Agreement.
11. Governing Law/Venue. The Parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided in this Easement shall be brought in Pinal County Superior Court. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or state.
12. Notice. Any notification required pursuant to the terms and conditions of this Agreement shall be delivered to the applicable party as follows:
  - To Grantor: City of Maricopa  
Attn: City Manager  
P.O. Box 610  
Maricopa, AZ 85139
  - To Grantee: Cindy M. Liles  
Global Water – Santa Cruz Water Company  
21410 N. 19<sup>th</sup> Avenue, Suite 201  
Phoenix, Arizona 85027
13. Attorneys Fees. Either party may enforce this Agreement by appropriate legal action, and the prevailing party in such action may recover, as part of its costs in such action, reasonable attorneys fees and court costs.
14. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing that is signed by each party or an authorized representative of each party.
15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

In witness whereof, the Parties have executed this Agreement as of the effective date as described above.

**GRANTOR**

**City of Maricopa,**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Christian Price

Its: Mayor

Date: \_\_\_\_\_

**GRANTEE**

**Global Water – Santa Cruz Water Company,**  
an Arizona corporation

By: \_\_\_\_\_  
Ed Borromeo

Its: Vice-President

Date: \_\_\_\_\_

STATE OF ARIZONA    )  
  ) ss.  
County of Pinal        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012 before me, personally appeared Christian Price, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

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

STATE OF ARIZONA    )  
  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012 before me, personally appeared Ed Borrromeo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

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

**EXHIBIT A**  
**Easement Area**

*Wood, Patel & Associates, Inc.*  
(602) 335-8500  
www.woodpatel.com

**PARCEL DESCRIPTION**  
**Maricopa City Complex**  
**Water Easement**

A parcel of land lying within Section 30, Township 4 South, Range 4 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 30, a 3-inch City of Maricopa brass cap flush, from which the west quarter corner of said section, a 3-inch City of Maricopa brass cap flush, bears North 00°18'49" East (basis of bearing), a distance of 2679.73 feet;

**THENCE** along the west line of said section, North 00°18'49" East, a distance of 942.86 feet;

**THENCE** leaving said west line, South 89°41'11" East, a distance of 75.00 feet, to the east line of the west 75 feet of said section and the **POINT OF BEGINNING**;

**THENCE** along said east line, North 00°18'49" East, a distance of 20.00 feet, to a point hereby designated as Point "A" for future reference in this description;

**THENCE** leaving said east line, North 90°00'00" East, a distance of 205.12 feet, to a point of intersection with a non-tangent curve;

**THENCE** southeasterly along said curve, having a radius of 161.00 feet, concave northeasterly, whose radius bears North 50°13'36" East, through a central angle of 10°02'33", a distance of 28.22 feet, to a point of intersection with a non-tangent line;

**THENCE** North 90°00'00" West, a distance of 225.09 feet, to the **POINT OF BEGINNING**.

**TOGETHER WITH**

Commencing at said Point "A";

**THENCE** along the east line of the west 75 feet of said section, North 00°18'49" East, a distance of 209.00 feet, to the **POINT OF BEGINNING**;

**THENCE** continuing, North 00°18'49" East, a distance of 20.00 feet;

**THENCE** leaving said east line, North 90°00'00" East, a distance of 227.38 feet, to a point of intersection with a non-tangent curve;

**THENCE** southwesterly along said curve, having a radius of 161.00 feet, concave southeasterly, whose radius bears South 38°30'00" East, through a central angle of 10°19'24", a distance of 29.01 feet, to a point of intersection with a non-tangent line and point hereby designated as Point "B" for future reference in this description;

**THENCE** North 90°00'00" West, a distance of 206.53 feet, to the **POINT OF BEGINNING**.

**Parcel Description  
Maricopa City Complex  
Water Easement**

**TOGETHER WITH**

Commencing at said Point "B";

**THENCE** North 90°00'00" East, a distance of 67.10 feet, to a point of intersection with a non-tangent curve and the **POINT OF BEGINNING**;

**THENCE** easterly along said curve, having a radius of 119.00 feet, concave southerly, whose radius bears South 27°01'54" East, through a central angle of 27°01'54", a distance of 56.14 feet, to the curve's end;

**THENCE** North 90°00'00" East, a distance of 13.48 feet;

**THENCE** South 00°00'00" West, a distance of 13.00 feet, to a point hereby designated as Point "C" for future reference in this description;

**THENCE** North 90°00'00" West, a distance of 67.56 feet, to the **POINT OF BEGINNING**.

**TOGETHER WITH**

Commencing at said Point "C";

**THENCE** South 87°01'05" East, a distance of 374.84 feet, to the **POINT OF BEGINNING**;

**THENCE** North 90°00'00" East, a distance of 20.00 feet;

**THENCE** South 00°00'00" West, a distance of 185.00 feet;

**THENCE** North 90°00'00" West, a distance of 20.00 feet, to a point hereby designated as Point "D" for future reference in this description;

**THENCE** North 00°00'00" East, a distance of 185.00 feet, to the **POINT OF BEGINNING**.

**TOGETHER WITH**

Commencing at said Point "D";

**THENCE** South 53°30'57" West, a distance of 134.54 feet, to the **POINT OF BEGINNING**;

**THENCE** South 00°00'00" West, a distance of 255.51 feet;

**THENCE** South 90°00'00" West, a distance of 20.00 feet;

**THENCE** North 00°00'00" East, a distance of 255.51 feet, to a point hereby designated as Point "E" for future reference in this description;

**THENCE** North 90°00'00" East, a distance of 20.00 feet, to the **POINT OF BEGINNING**.

**TOGETHER WITH**

Commencing at said point "E";

**THENCE** North 76°24'41" West, a distance of 253.25 feet, to the **POINT OF BEGINNING**;

**THENCE** South 90°00'00" West, a distance of 13.48 feet, to the beginning of a curve;

**THENCE** westerly along said curve, having a radius of 119.00 feet, concave northerly, through a central angle of 30°03'18", a distance of 62.42 feet, to a point of intersection with a non-tangent line;

**THENCE** North 90°00'00" East, a distance of 73.08 feet;



**Parcel Description  
Maricopa City Complex  
Water Easement**

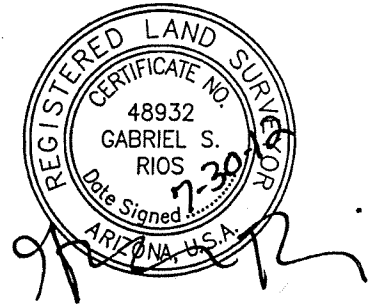
**THENCE** South 00°00'00" West, a distance of 16.00 feet, to the **POINT OF**

Containing 0.4347 acres, or 18,937 square feet of land, more or less.

Subject to existing rights-of-way and easements.

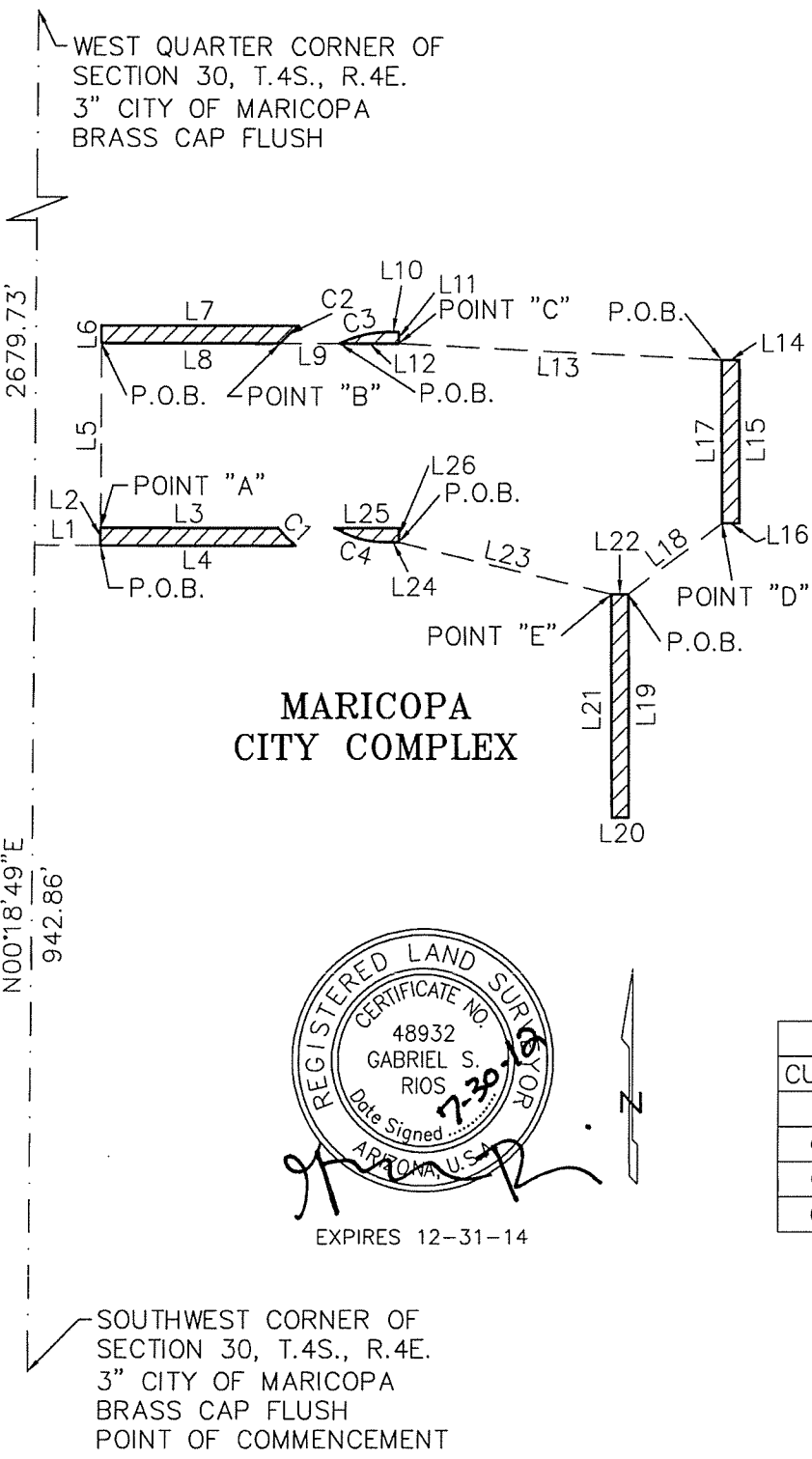
This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2010 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2010 Parcel Descriptions\103547.02 Maricopa City Complex Water Easement L03 07-30-12.doc



EXPIRES 12-31-14

WHITE & PARKER ROAD



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°41'11"E	75.00'
L2	N00°18'49"E	20.00'
L3	N90°00'00"E	205.12'
L4	N90°00'00"W	225.09'
L5	N00°18'49"E	209.00'
L6	N00°18'49"E	20.00'
L7	N90°00'00"E	227.38'
L8	N90°00'00"W	206.53'
L9	N90°00'00"E	67.10'
L10	N90°00'00"E	13.48'
L11	S00°00'00"W	13.00'
L12	N90°00'00"W	67.56'
L13	S87°01'05"E	374.84'
L14	N90°00'00"E	20.00'
L15	S00°00'00"W	185.00'
L16	N90°00'00"W	20.00'
L17	N00°00'00"E	185.00'
L18	S53°30'57"W	134.54'
L19	S00°00'00"W	255.51'
L20	S90°00'00"W	20.00'
L21	N00°00'00"E	255.51'
L22	N90°00'00"E	20.00'
L23	N76°24'41"W	253.25'
L24	S90°00'00"W	13.48'
L25	N90°00'00"E	73.08'
L26	S00°00'00"W	16.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	10°02'33"	161.00'	28.22'
C2	10°19'24"	161.00'	29.01'
C3	27°01'54"	119.00'	56.14'
C4	30°03'18"	119.00'	62.42'

REGISTERED LAND SURVEYOR  
 CERTIFICATE NO. 48932  
 GABRIEL S. RIOS  
 Date Signed 7-30-10  
 ARIZONA U.S.A.  
 EXPIRES 12-31-14

**EXHIBIT "A"**

MARICOPA CITY COMPLEX  
 WATER EASEMENT  
 07-30-12  
 WP#103547.02  
 PAGE 4 OF 4  
 NOT TO SCALE

**WOOD/PATEL**  
 2051 West Northern  
 Phoenix, AZ 85021  
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 Fax: (602) 335-8580  
 PHOENIX • MESA • TUCSON