

AFTER RECORDING, RETURN TO:  
GLOBAL WATER RESOURCES, INC.  
ATTN: JOYCE GOODWIN, C.P.  
21410 N 19<sup>TH</sup> AVENUE, SUITE 220  
PHOENIX, AZ 85027

## LIFT STATION EASEMENT AGREEMENT

This **LIFT STATION EASEMENT AGREEMENT** (hereinafter, this “**Agreement**”) is effective as of February 5, 2025, and is made by and between the **City of Maricopa**, an Arizona municipal corporation (“**Grantor**”) and **Global Water - Palo Verde Utilities Company, Inc.**, an Arizona public service corporation (“**Grantee**”). Grantor and Grantee are also referenced herein in their respective individual capacities as a “**Party**,” and collectively as the “**Parties**.”

### **RECITALS**

- A.** Grantor is the owner of that certain real property located in Pinal County, Arizona that is legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the “**Grantor Property**”)
- B.** Grantee owns and operates a wastewater (sewer) and recycled water utility company, and Grantee intends to conduct activities related thereto on Grantor Property.
- C.** Grantor desires to grant to Grantee, and Grantee desires to accept, an exclusive, perpetual easement on, upon, over, under, and through the Grantor Property (the “**Easement Area**”) for Grantee’s construction, operation, and exclusive use of a sewer lift station and associated wastewater infrastructure on Grantor’s Property.

### **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. Grantor grants to Grantee an exclusive perpetual easement on, upon, over, under, and through the Easement Area for the purposes set forth in Section 2 of this Agreement. Grantee shall at all times have the right of full and free ingress, egress and access to, and exclusive use of the Easement Area, which covers the entire Grantor’s Property, including for vehicular access (including construction vehicles), as may be necessary for the purposes described in Section 2 of this Agreement. All rights and privileges granted to Grantee hereunder shall apply equally to any lessee, successor, assign, contractor, subcontractor, representative or agent of Grantee.

2. Scope of Easement. Grantee shall be permitted to use the Easement Area for the development, installation, construction, reconstruction, operation, utilization, maintenance, repair, replacement and removal of sewer, reclaimed water pipelines, and related utilities, including without limitation any electrical and other utility facilities, and appurtenant facilities and fixtures that are accessory to, reasonably related to or necessary for use in connection therewith (collectively, the “**Facilities**”). Without limitation upon the foregoing, Grantee’s activities within the Easement Areas may include grading, trenching, and digging for purposes of installing the Facilities. Grantee shall further have the right, but not the obligation, to trim, prune, cut and clear away tress, brush, shrubs or other vegetation on the Easement Area whenever in Grantee’s judgment the same shall be necessary for the convenience and safe exercise of

the rights granted herein. Notwithstanding anything to the contrary set forth herein, Grantee shall be required to maintain the Easement Area in accordance with City approved plans including, but not limited to, landscape plans.

3. Grantor's Use. Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building, structure, fencing or wall within the Easement Area; nor shall Grantor plant or permit to be planted any trees, landscaping or other vegetation within the Easement Area without the prior written consent of Grantee unless such is required by City approved plans for the Facilities. Subject to the foregoing, Grantor shall be entitled to use the Easement Area for all purposes not inconsistent with the purposes and nature of the easement as set forth in this Agreement. Notwithstanding anything herein to the contrary, Grantor shall not have the right to lower or raise by more than twelve (12) inches the surface grade of the Easement Area, and in no event shall a change in the surface grade compromise Grantee's minimum cover requirements or interfere with Grantee's Facilities.

4. Limitation on Additional Utilities in Easement. Grantor covenants and agrees that under no circumstance will another utility or service provider be permitted to locate its utilities, service lines or other equipment or property within the Easement Area, excepting those utilities already installed that cross the Easement Area as of the date of this Agreement and excepting those utilities allowed to be installed in the Public Utility Easement recorded in the Pinal County Recorder's Office as Fee No. 2023-089333, without the prior written consent of Grantee. In the event there is a question concerning whether another utility or service provider may locate its utilities within the Easement Area, Grantor agrees that it will consult with Grantee to determine whether the additional utility can be located within the Easement Area. Grantee, in its sole discretion, will make the final decision whether the additional utility can be placed within the Easement Area. Notwithstanding the foregoing, nothing herein shall prevent another utility or service provider from installing a utility line that crosses the Easement Area, provided that Grantor must consult with Grantee as to the location of such a line to ensure that there is no conflict with Grantee's use of the Easement Area.

5. Damage to Easement Area. Grantee shall, at its sole cost and expense, cause or provide for the maintenance of the Facilities and Easement Area and shall maintain all such Facilities and Easement Area in good condition and state of repair, free from trash and debris and in compliance with all applicable laws. Grantee shall exercise reasonable care to avoid unnecessary damage to the Easement Area. Grantee shall repair any damage to the Easement Area caused by Grantee or their agents during its use of the Easement Area and shall return the Easement Area as close as is reasonably possible to the condition immediately preceding the damage caused by Grantee or their agents. Subject to the provisions of Section 8 of this Agreement, all repair, replacement, maintenance or renovation of the Facilities within the Easement Area, and of the Easement Area itself, shall be at Grantee's sole cost and expense and shall be performed in compliance with all applicable laws. All permits for Grantee's work on the Easement Area shall be obtained by Grantee. Grantee shall keep the Easement Area free of liens attributable to Grantee's work or use of the Easement Area.

6. Run with the Land/Binding Effect. This Agreement (including all easements and rights granted herein) shall run with the Easement Area and the Grantor Property 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.

7. Damages to Grantee's Improvements. Any damage or destruction to Grantee's Facilities caused by or as a result of Grantor's (including, without limitation, Grantor's contractors or representatives) use of the Easement Area, or areas adjacent thereto shall be the sole responsibility of Grantor. Nothing contained herein shall be construed as or constitute a waiver of Grantee's rights or claims for damages to Grantee's improvements by Grantor or third parties. Grantee shall have all rights available to Grantee at

law or in equity to immediately remedy any damage caused or hazard posed by Grantor with respect to the Facilities, and may pursue any and all claims against Grantor or third parties with respect thereto.

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. Abandonment of Easement. This Agreement shall be deemed abandoned if the Facilities are not being used for a period of six (6) months or longer. In the event this Agreement is deemed abandoned, Grantor may request the Facilities be removed and Grantee will execute and record a document to formally abandon this Agreement and the rights of Grantee herein. In the event Grantee records a document to formally abandon the easement granted by this Agreement, all Grantee's easement rights shall cease, except the right to remove any and all property placed upon the Easement Area within a reasonable time after the abandonment.

10. Grantor Representations. Grantor represents and warrants to Grantee that the person signing on behalf of Grantor has full power and authority to enter into this Agreement. Grantor further represents and warrants to Grantee that Grantor has the right and ability to enter into this Agreement and to grant to Grantee the easements as set forth herein, and any action required on the part of Grantor to enter into this Agreement and grant to Grantee the easements set forth herein has been duly and properly taken prior to the Effective Date.

11. Further Assurances. Each of the Parties hereto agrees to execute and deliver all such further documents and to take such further actions as may be necessary or reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Agreement.

12. Recitals and Exhibits. The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference into this Agreement.

13. Notice. Any notices, demands or requests made pursuant to, under or by virtue of this Agreement shall be in writing and shall be deemed to have been given, received and become effective: (i) if personally delivered, on the date of personal delivery; (ii) if delivered by express mail or nationally recognized overnight courier service, on the next business day if designated for overnight delivery; or (iii) if mailed to the party by certified or registered mail, postage prepaid, return receipt requested, on the date that is three (3) days after deposit in the mail. Notices shall be addressed to the parties as follows:

If to Grantor: **City of Maricopa**  
ATTN: City Manager  
39700 West Civic Center Plaza  
Maricopa, AZ 85138

If to Grantee: The current Arizona Statutory Agent of record for:  
**Global Water – Palo Verde Water Company, Inc.**  
on file with the Arizona Corporation Commission  
Available at <https://ecorp.azcc.gov/EntitySearch/Index>

14. Attorney 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.

15. 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.

16. Indemnity. Grantee agrees to indemnify and hold Grantor harmless from any and all loss, liability, damage, or expense, including reasonable attorneys' fees and costs, arising out of or in connection with this Agreement, including without limitation from Grantee's construction, use, operation, maintenance, repair, supervision, inspection, or other control of the Facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense to the extent the same results from the Party's own negligence or willful misconduct.

17. Insurance. At all times during the term of this Agreement, and at Grantee's sole cost and expense, Grantee, and each of Grantee's successors, contractors, subcontractors, employees, agents, invitees, and representatives of Grantee (collectively, "**Grantee's Permittees**"), shall maintain a policy of commercial liability coverage with limits of not less than One Million and 00/100 Dollars (\$100,000.00) combined single limit for bodily injury and property damage per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the general aggregate and an umbrella policy with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), insuring against all liability arising out of or relating to Grantee's use of the Easement Area and Grantor's Property as contemplated by this Agreement. Only with regard to any claims arising from the use of the Easement Area and Grantor's Property by the Grantee and Grantee's Permittees as contemplated by this Agreement, Grantee's and Grantee's Permittees' commercial general liability insurance shall: (i) be primary and noncontributory as to any insurance carried by Grantor; (ii) shall name Grantor, its managing agent, and their directors, officers, partners, agents and employees as additional insureds; and (iii) shall contain waivers of subrogation against the additional insureds. Grantor and Grantee's Permittees shall also provide Certificates of Insurance, or other evidence of insurance as requested by Grantor. The certificates shall provide that there will be no cancellation, reduction or modification of coverage without 30 days' prior written notice to Grantor by certified mail.

18. Independent Contractor. Grantee shall at all times retain Grantee's status as an independent contractor. Grantee's employees shall under no circumstances be considered or held to be employees or agents of Grantor, and Grantor shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Grantee.

19. Governing Law & Venue. The terms and conditions of this Agreement shall be governed by and interpreted 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 for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. No Assignment. Neither Party to this Agreement shall assign its interest in the Agreement, either in whole or in part.

21. 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 related to the easement area shall not be binding on either Party except to the extent set forth in this Agreement.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument.

23. No Third-Party Beneficiaries. There is no intent by either Grantor or Grantee to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantee and Grantor expressly disclaim any such third-party benefit.

24. Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, regulation, or ordinance, the validity of the remaining portions and provisions hereof shall not be affected, and the offending provision shall be stricken from this Agreement, and shall thereafter be without effect.

25. Conflicts of Interest. The provisions of Arizona Revised Statutes (“A.R.S.”) § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

26. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 - 12213) and all applicable federal regulations thereunder, including 28 CFR Parts 35 and 36. Grantee shall comply with Executive Order 99-4, Part I.A., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. Grantee shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

27. Federal Regulations. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Grantee acknowledges, by signature to this Agreement, that: Grantee is not currently suspended or debarred from contracting with the federal government or any of its agencies, or with the State of Arizona or any of its political subdivisions; Grantee's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

28. Undocumented Workers. Grantee understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Grantee hereby warrants to Grantor that Grantee and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

No Kick-Back Certification. Grantee warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of Grantor has an interest, financially or otherwise, in Grantee's firm. For breach or violation of this warranty, Grantor shall have the right to annul this Agreement without liability.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

GRANTEE:

**GLOBAL WATER - PALO VERDE UTILITIES COMPANY, INC.**, an Arizona public service corporation

By: Joanne Ellsworth

Name: Joanne Ellsworth

Title: Vice President

Date: 2/6/2025

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

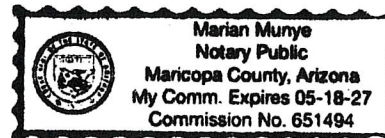
On this 6 day of February, 2025 before me personally appeared Joanne Ellsworth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, 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.

Marian Munye

Notary Public

My Commission Expires: 5-18-27



IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

**GRANTOR:**

**CITY OF MARICOPA,**  
an Arizona municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, personally appeared \_\_\_\_\_, 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

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Legal Description**

LOT 9 OF SOUTHBRIDGE MARKETPLACE NORTH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN PLAT FEE NO. 2023-089333 AND CORRECTED IN AFFIDAVIT OF CORRECTION 2024-019914, SECTION 27, TOWNSHIP 04 SOUTH