

When Recorded Return to:
City Clerk, City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

Exempt under A.R.S. § 11-1134(A)(2)

PEDESTRIAN ACCESS EASEMENT AGREEMENT

This Pedestrian Access Easement Agreement (this "Easement Agreement") is made this ____ day of _____, 20__, by and between WALMART INC., a Delaware corporation ("Grantor") and the CITY OF EL MIRAGE, an Arizona municipal corporation ("Grantee").

RECITALS

- A. Grantor has a real property interest in or is the owner of that certain property located in the City of El Mirage, Arizona, consisting of approximately .006 acres, legally known as Assessor's Parcel Number 501-33-990 (the "Grantor Property").-
- B. Grantor wishes to grant to the Grantee a non-exclusive easement (the "Easement") solely for public pedestrian access across the portion of the Thunderbird Road sidewalk that encroaches on to the Grantor Property as shown on attached Exhibit A (the "Easement Area").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement over, on and across the portion of the Grantor Property constituting the Easement Area, as described and depicted in Exhibit A hereto for the sole purpose of providing public pedestrian access. Grantor reserves all rights to use the Easement Area in any matter that does not materially interfere with such easement grant to the Grantee.
2. Use of Easement Area. No structures shall be constructed, erected, or placed within the limits of the Easement Area that would materially impair the normal operation or use of the Easement Area for pedestrian purposes. No parking of vehicles within the Easement shall be permitted. Notwithstanding the foregoing, Grantor hereby reserves the right to impose reasonable limitations on the public use and access of the Easement Area for the purposes of safety, security, operational considerations, and overall compatibility with the Grantor Property; to help ensure consistency of said use(s) with applicable federal, state and local laws and regulations; for consistency with applicable provisions of any covenants, conditions and restrictions recorded against the Grantor Property; and to help

ensure compatibility with other use(s) on the Grantor Property.

3. Maintenance. Grantor agrees that the Grantee has no maintenance responsibilities for the Easement granted herein. All maintenance shall be the responsibility of the owner of the land over which the Easement is located.
4. General Provisions. The following provisions shall apply to this Easement:
 - a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto.
 - b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Arizona.
 - c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
 - d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner(s) of the Easement, and the Grantee, and such amendment shall be recorded in the Recorder's Office of Maricopa County.
 - e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
 - f. In the event that any party shall institute an action or proceeding against any other party hereto to enforce, interpret, or seek damages for breach of any of the terms, provisions, or conditions of this Easement Agreement, then the prevailing party in any such action or proceeding shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of any such action or proceeding.
 - g. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered (i) personally to such party or (ii) by certified or registered mail, return receipt requested and postage prepaid, or (iii) overnight courier, correctly addressed as set forth below. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery.

City: City of El Mirage
10000 N El Mirage Road
El Mirage, AZ 85335
Attn: City Manager

Owner: Walmart Inc.
2608 SE J Street
Bentonville, AR 72716-5560

Any party may file written notice of change of address with the other parties.

5. Non-use and Abandonment. Upon Grantee's abandonment of the Easement, or portion thereof, all right, title, and interest of Grantee in the Easement Area not used for the purposes described above shall revert to Grantor, upon Grantor's request. Non-use of the Easement, or portion thereof, for a continuous period of two (2) years or more shall be conclusive evidence of the abandonment thereof, and Grantee will, on demand, execute, acknowledge, and deliver unto Grantor a good and sufficient deed quitclaiming to Grantor all said right of way and Easement or such portion thereof as may be abandoned.
6. Grantee Indemnity of Grantor. Grantee hereby agrees to indemnify Grantor against and hold it harmless from any and all loss, damage, liability for damages, costs and expenses, whether for damage to or loss of property, or injury to or death of persons, which shall in any way arise out of or be connected with the rights hereby granted, unless such damage, loss, injury or death shall be caused by the sole or active negligence or willful misconduct of Grantor.
7. No Dedication to the Public. Nothing contained herein shall be deemed to constitute any gift or dedication to the public or for public use, any portion of the Easement Areas or the Grantor's adjacent property, it being the intention and understanding of the parties that this Easement Agreement be strictly limited to and for the purposes herein expressed and is solely for the benefit of the parties

IN WITNESS TO THIS EASEMENT, the parties have caused this Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

CAUTION: The above described easement may contain underground facilities, the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 et seq. (Arizona Blue Stake Law) *prior to* excavation.

[Signature pages follow]

IN WITNESS WHEREOF, the Mayor and Council of El Mirage, Arizona, by its Mayor and its Clerk, duly authorized, have affixed hereunto their hand and caused its official seal to be affixed on this _____ day of _____, 20__.

CITY OF EL MIRAGE, an Arizona municipal corporation

Alexis A. Hermosillo, Mayor

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing Pedestrian Access Easement was acknowledged before me this _____ day of _____, 20__, before me by Alexis A. Hermosillo, Mayor of the City of El Mirage, an Arizona municipal corporation, and being authorized to do so, executed the foregoing instrument on behalf of the City for the purposes therein stated.

Notary Public

My Commission Expires: _____

ATTEST:

Sharon Antes, City Clerk

Dated: _____

Approval as to Form

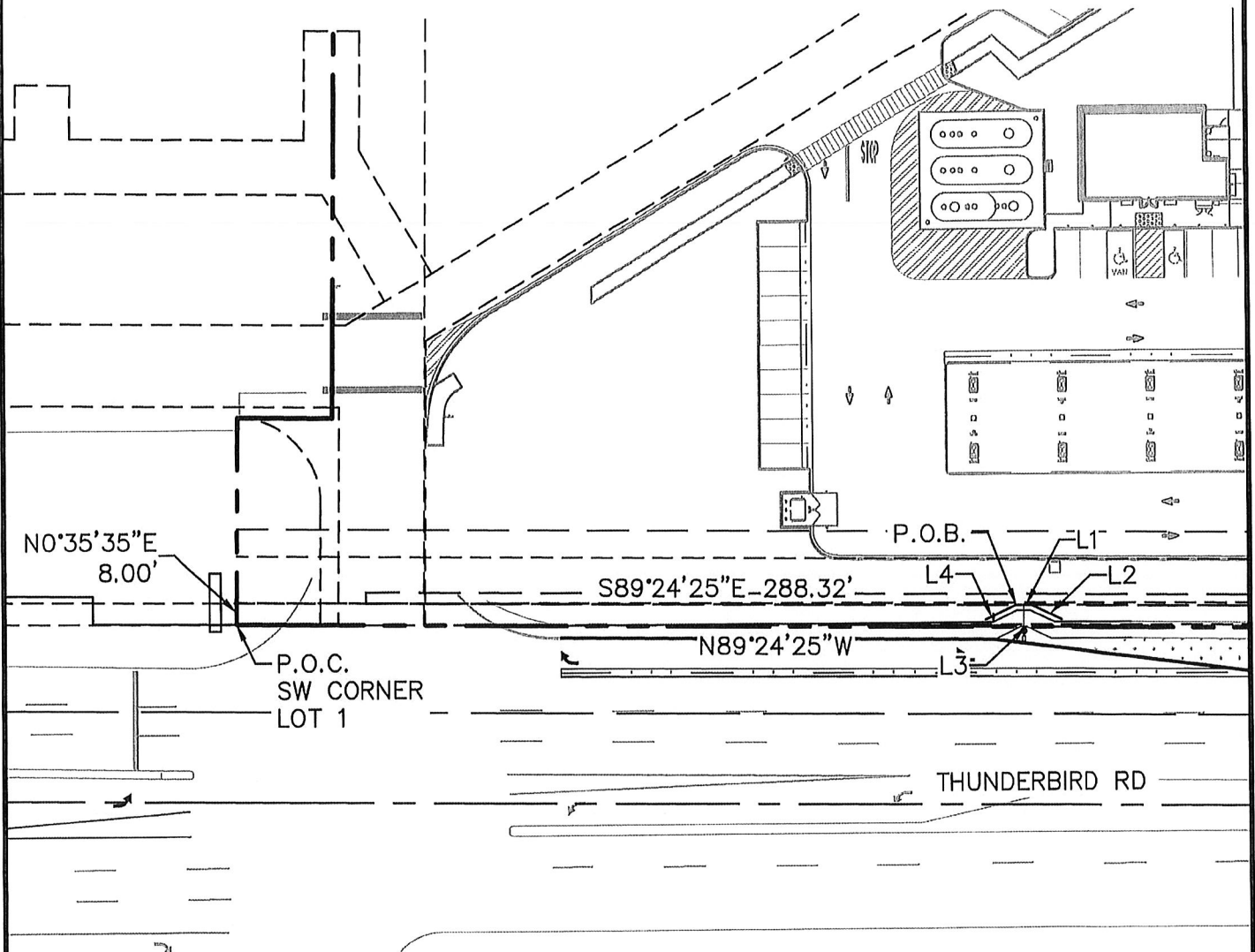
By: _____
Justin Pierce, City Attorney

EXHIBIT A

Easement Area

[Attached]

EXHIBIT A
 PEDESTRIAN ACCESS EASEMENT
 THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST



N0°35'35"E
 8.00'

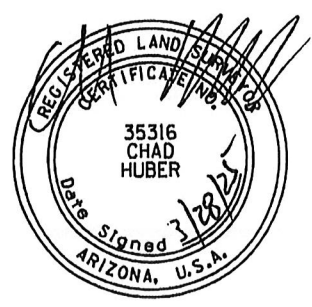
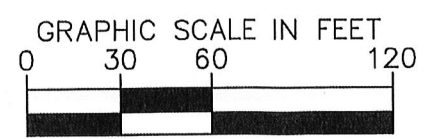
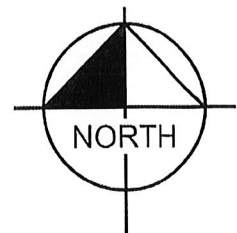
P.O.C.
 SW CORNER
 LOT 1

S89°24'25"E - 288.32'

N89°24'25"W

P.O.B.

THUNDERBIRD RD



SEE SHEET 2 FOR
 LEGEND AND TABLES

SHEET 1 OF 2

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
 1100 W TOWN AND COUNTRY ROAD, SUITE 700, ORANGE, CA 92868
 PHONE: 714-939-1030 FAX: 714-938-9488

EXHIBIT A
PEDESTRIAN ACCESS EASEMENT
THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST

LEGEND

- — — — — PROPERTY LINE
- - - - - EXISTING EASEMENT LINE
————— PROPOSED EASEMENT LINE
— — — — — ROAD CENTERLINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.77	S89°24'25"E
L2	19.28	S64°53'33"E
L3	39.93	N89°24'25"W
L4	18.45	N64°53'33"E



SEE SHEET 1 FOR
EXHIBIT

SHEET 2 OF 2

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EXHIBIT B

LEGAL DESCRIPTION FOR PEDESTRIAN ACCESS EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE MINOR LAND DIVISION FOR GOLD BADGE, RECORDED IN BOOK 992 OF MAPS, PAGE 40. RECORDS OF MARICOPA COUNTY, ARIZONA ;

THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°35'35" EAST, A DISTANCE OF 8.00 FEET TO A POINT COINCIDENT WITH THE NORTH LINE OF A 8.00 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SAID MINOR LAND DIVISION.

THENCE LEAVING SAID WEST LINE, SOUTH 89°24'25" EAST, A DISTANCE OF 288.32 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°24'25" EAST, 5.77 FEET;

THENCE SOUTH 64°53'33" EAST, 19.28 FEET;

THENCE NORTH 89°24'25" WEST, 39.93 FEET;

THENCE NORTH 64°53'33" EAST, 18.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 183 SQUARE FEET MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "A" ATTACHED AND MADE A PART HEREOF, BY THIS REFERENCE.

