

Recorded at the request of
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)

PUBLIC WATER EASEMENT

GRANTOR:

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

GRANTEE:

City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant and convey to GRANTEE, its successors and assigns, a perpetual non-exclusive easement (subject to the Addendum (defined hereinbelow)), as described herein for utility purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other utility facilities and telemetering and communications equipment in, on, over, under, across, above and through the real property situated within Maricopa County, Arizona, identified in the attached Exhibits A and B.

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such utility facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline and related appurtenance over adjoining property of the GRANTOR, upon routes determined from time to time by the Grantor in its reasonable discretion, and the right to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors and assigns, forever. Grantee acknowledges and agrees that the easement granted hereunder is subject to all terms, conditions, requirements, and obligations set forth in the Addendum attached hereto as Exhibit "C", which exhibit is incorporated herein for all purposes (the "Addendum").

It is agreed that the GRANTOR shall have full use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which interfere with

the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or fence of any nature or kind whatsoever, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the utility facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair after the GRANTOR constructs the initial water facilities and they are accepted by the City. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area. GRANTEE shall return the property to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement.

This Public Water Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

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.

IN WITNESS WHEREOF, this instrument is executed this 19th day of MARCH, 2025.

GRANTOR:

WALMART INC., a Delaware corporation (formerly known as Wal-Mart Stores, Inc., a Delaware corporation)

By: Alana Jeff

Title: Director, Portfolio Management

Date: 3/19/2025

ACKNOWLEDGMENT

State of Arkansas

County of Benton

On this the 19th day of MARCH 2025, before me, Roger Elsheimer, the undersigned officer, personally appeared LAURA Teff, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein.

In witness whereof I hereunto set my hand and official seal.

(Seal)



Roger Elsheimer
Notary Public

My Commission Expires on 01-22-2029

GRANTEE:

CITY OF EL MIRAGE

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

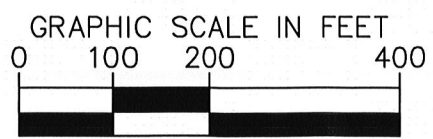
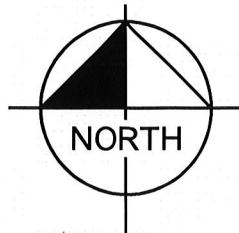
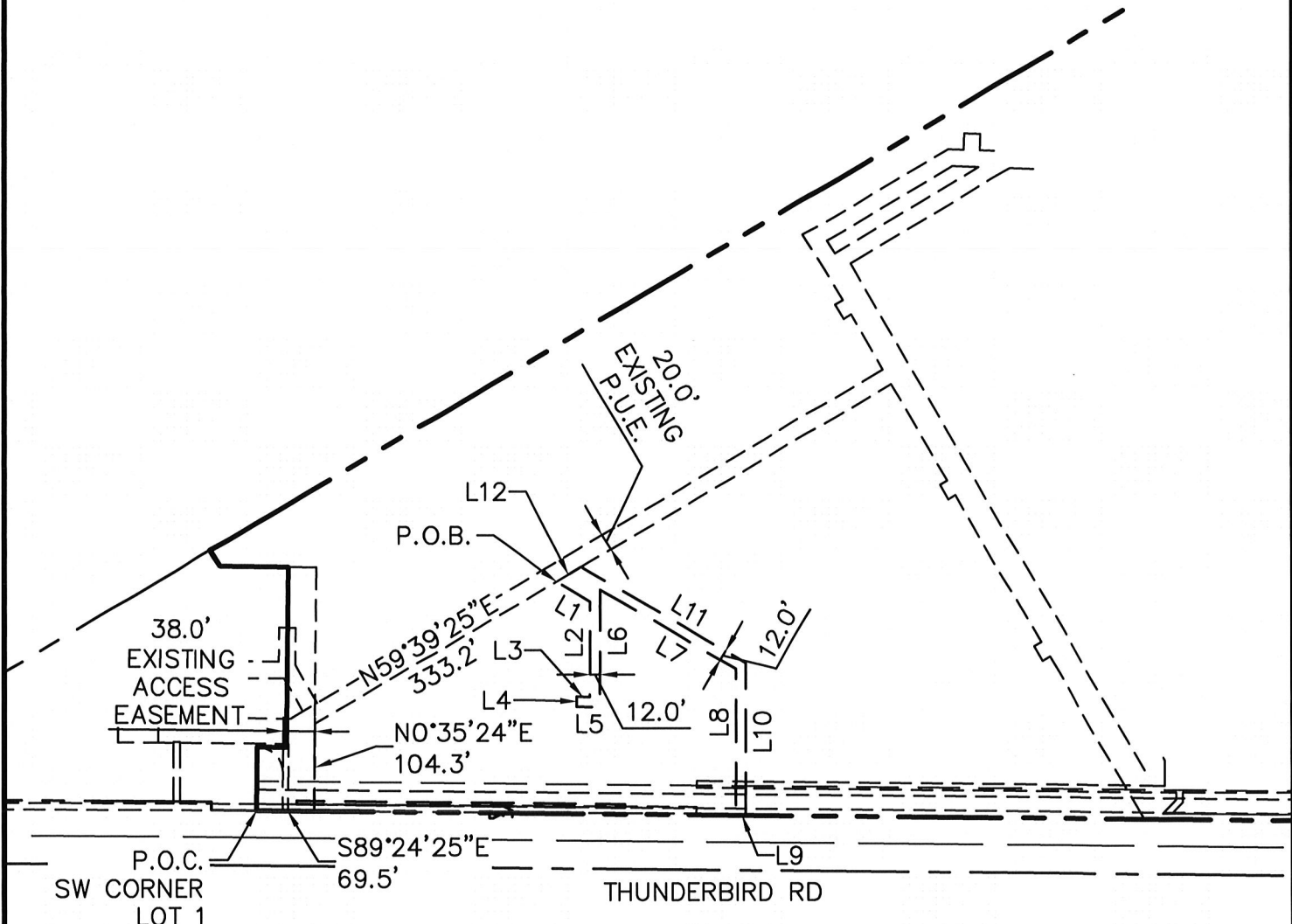
I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A
 PUBLIC WATER EASEMENT
 THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1
 WEST



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
PUBLIC WATER EASEMENT
THE SOUTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1
WEST

LINE TABLE		
LINE	LENGTH	BEARING
L1	47.29	S59°50'02.41"E
L2	113.04	S0°03'34.06"W
L3	16.32	N89°24'24.59"W
L4	12.00	S0°03'34.06"W
L5	28.33	S89°24'24.59"E
L6	139.17	N0°03'34.06"E
L7	186.63	S59°50'02.41"E
L8	174.25	S0°03'48.06"W
L9	12.00	S89°24'24.59"E
L10	181.27	N0°03'48.06"E
L11	227.14	N59°50'02.41"W
L12	34.63	S59°39'25.41"W



SEE SHEET 1 FOR
EXHIBIT

SHEET 2 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 B

LEGAL DESCRIPTION FOR WATER EASEMENT

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

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 AS DESCRIBED ON THE PLAT OF GOLD BADGE MLD ON FILE AT THE OFFICE OF THE MARICOPA COUNTY ARIZONA RECORDER IN BOOK 992, PAGE 40;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 89°24'25" EAST, A DISTANCE OF 69.5 FEET TO A POINT COINCIDENT WITH THE EAST LINE OF A 38.0 FOOT WIDE ACCESS EASEMENT AS DESCRIBED ON THE PLAT OF GOLD BADGE MLD ON FILE AT THE OFFICE OF THE MARICOPA COUNTY ARIZONA RECORDER IN BOOK 992, PAGE 40.

THENCE DEPARTING SAID POINT, NORTH 00°35'24" EAST, A DISTANCE OF 104.30 FEET;

THENCE NORTH 59°39'25" EAST, 333.20 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 59°50'02.41" EAST, 47.29 FEET;

THENCE SOUTH 00°03'34.06" WEST, 113.04 FEET;

THENCE NORTH 89°24'24.59" WEST, 16.32 FEET;

THENCE SOUTH 00°03'34.06" WEST, 12.00 FEET;

THENCE SOUTH 89°24'24.59" EAST, 28.33 FEET;

THENCE NORTH 00°03'34.06" EAST, 139.17 FEET;

THENCE SOUTH 59°50'02.41" EAST, 186.63 FEET;

THENCE SOUTH 00°03'48.06" WEST, 174.25 FEET;

THENCE SOUTH 89°24'24.59" EAST, 12.00 FEET;

THENCE NORTH 00°03'48.06" EAST, 181.27 FEET;

THENCE NORTH 59°50'02.41" WEST, 227.14 FEET;

THENCE SOUTH 59°39'25.41" WEST, 34.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,434 SQUARE FEET MORE OR LESS.

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

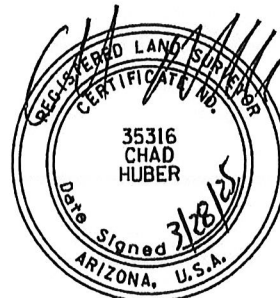


Exhibit "C"

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. 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' acts or omissions, including but not limited to the use of the easement herein granted and will indemnify Grantor for any losses suffered due to any such claims, losses, causes of action or suits.

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 sixty (60) days' written notice, Grantee shall release and extinguish all its rights granted pursuant to this easement.

Grantee shall make all attempts not interfere with Grantor's business operations while utilizing this easement. Grantee covenants and agrees that Grantor's tract will not be used as a staging area and will not be used to store equipment, trucks, dirt, supplies, etc. During any repairs, replacement or maintenance of the Facilities, Grantee may request temporary use of land outside the Easement Area for staging in its reasonable determination that such an area is necessary, and Grantor shall use its reasonable discretion in determining whether to grant such temporary use

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, statutes, 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.

In exercising any rights and privileges under this easement, Grantee shall comply

fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the “**Storm Water Requirements**”).

Grantee shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the “**USCIS**”). Grantee shall require all subcontractors performing any work on Grantee's improvements or the easement area as provided for herein to make and abide by the covenants set forth in this paragraph.

In the event any provision of this Addendum is contrary to the Easement, the terms of this Addendum shall control.