

When Recorded Return to:

City Clerk
Lake Havasu City
2330 McCulloch Boulevard North
Lake Havasu City, Arizona 86403

Exempt under A.R.S. § 11-1134(A)(2)

WATER FLOW EASEMENT AGREEMENT

GRANTOR:

EYOTA-WAYA LLC,
an Arizona limited liability company
2830 Swanne Lane
Lake Havasu City, Arizona 86403

GRANTEE:

LAKE HAVASU CITY
an Arizona municipal corporation
2330 McCulloch Boulevard North
Lake Havasu City, Arizona 86403

RECITALS:

- A. WHEREAS,** Draco Builders LLC, a California limited liability company (“Draco”) is the owner of the real property located in Mohave County, Arizona, legally described in Exhibit A attached hereto and incorporated herein by this reference (the “Draco Property”).
- B. WHEREAS,** Grantor, Eyota-Waya LLC (“Eyota-Waya”), is owner of the real property located in Mohave County, Arizona, legally described in Exhibit B attached hereto and incorporated herein by this reference (the “Eyota-Waya Property”).
- C. WHEREAS,** Draco granted a perpetual non-exclusive public utility and access easement for public utility purposes across and under the Draco Property to the benefit of the Eyota-Waya Property by way of that certain Public Utility and Access Easement dated _____, 2025 and recorded at the Mohave County Recorder, Document No. _____, attached hereto as Exhibit C (the “Water Pipeline Utility Easement”).
- D. WHEREAS,** there is an existing pipeline located within the easement area created by the Water Pipeline Utility Easement (the existing pipe and any future replacement in full or in part of the existing pipe are referred to herein as the “Existing Pipeline”).
- E. WHEREAS,** the Water Pipeline Utility Easement grants to Eyota-Waya the right to assign all or any portion of its rights, duties, or obligations under Water Utility Pipeline Easement to the City, without the need for the consent or approval of Draco in connection with the delivery of reclaimed water or the City’s operation or management of the pipeline and irrevocably consents to any assignment to the City.

F. WHEREAS, by way of the foregoing assignment rights, Eyota-Waya is willing to grant and convey to City an easement for the flow of reclaimed water or treated effluent water from City's wastewater treatment system to the Eyota-Waya Property through the Existing Pipeline that is the subject of the Water Pipeline Utility Easement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Water Flow Easement. Eyota-Waya hereby grants and conveys to City a non-exclusive, perpetual easement for the flow of reclaimed water or treated effluent water from Lake Havasu City's wastewater treatment system to the Eyota-Waya Property through the Existing Pipeline that is the subject of the Water Pipeline Utility Easement.

2. General Provisions.

- a. Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- c. Further Assurances. Each party shall execute such further documents and take such additional actions as may be reasonably necessary to carry out the purposes of this Agreement.
- d. Entire Agreement; Amendment. This Agreement constitutes the entire agreement with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding unless in writing and signed by the parties or their respective successors, heirs, and assigns.
- e. No Waiver. No waiver of any of the terms or conditions of this Agreement shall be binding or effective unless expressed in writing and signed by the Party giving such waiver. No waiver of any terms or conditions hereof shall be deemed to imply or constitute a further waiver thereof or any other terms or conditions set forth herein.
- f. Headings. The captions or headings of the various sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- g. Partial Invalidity. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provision of this Agreement

h. Counterparts. This Agreement may be executed in counterparts which shall collectively be deemed as one instrument.

i. Time of the Essence. Both Parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

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“EXHIBIT A”

**LEGAL DESCRIPTION OF
DRACO PROPERTY**

PARCEL NO. 1:

PARCEL 1 OF THE RECORD OF SURVEY RECORDED IN BOOK 65, PAGE 47 AT RECEPTION NO. 2024-054361 OF OFFICIAL RECORDS, MOHAVE COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 53 OF DEEDS, PAGE 620.

PARCEL NO. 2:

PARCEL “G”, THE REFUGE AT LAKE HAVASU, TRACT NO. 3701, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA, RECORDED SEPTEMBER 24, 2002, AT FEE NO. 2002-64700.

EXCEPT ALL OIL, GAS, COAL AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 53 OF DEEDS, PAGE 620.

“EXHIBIT B”
LEGAL DESCRIPTION OF
EYOTA-WAYA PROPERTY

PARCEL NO. 1

PARCELS “A”, “B”, “D”, “E” AND “F”, THE REFUGE AT LAKE HAVASU, TRACT 3701, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA, RECORDED SEPTEMBER 24, 2002, AT FEE NO. 2002-64700.

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1014 OF OFFICIAL RECORDS, PAGE 88.

PARCEL NO. 2

PARCEL “C”, THE REFUGE AT LAKE HAVASU, TRACT 3701, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY, ARIZONA, RECORDED SEPTEMBER 24, 2002, AT FEE NO. 2002-64700.

EXCEPT THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE COMMON REAR PROPERTY LINE OF LOTS 15 AND 16, BLOCK 3, TRACT 3701 SAID POINT BEING A 1/2 INCH REBAR W/CAP RLS 16209; THENCE ALONG THE REAR PROPERTY LINES OF LOTS 16 AND 17, BLOCK 3, TRACT 3701, NORTH 29 DEGREES 47 MINUTES 26 SECONDS EAST (BASIS OF BEARINGS), 170.54 FEET TO A 1/2 INCH REBAR W/CAP RLS 16209 AND THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 89.98 FEET, THE CORD OF WHICH BEARS SOUTH 89 DEGREES 32 MINUTES 01 SECONDS EAST, A DISTANCE OF 126.96 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 44 MINUTES 26 SECONDS AN ARC DISTANCE OF 140.93 FEET TO A 1/2 REBAR W/CAP RLS 16209 AND THE COMMON REAR PROPERTY CORNER OF LOTS 21 AND 22, BLOCK 3, TRACT 3701;

THENCE ALONG THE CORD OF SAID CURVE NORTH 89 DEGREES 32 MINUTES 01 SECONDS WEST, 126.96 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS, COAL, AND MINERALS AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1014 OF OFFICIAL RECORDS, PAGE 88.

PARCEL NO. 3

EASEMENTS FOR INGRESS, EGRESS, AND PUBLIC UTILITIES AND RIGHTS INCIDENT THERETO, AS CREATED IN INSTRUMENT RECORDED IN BOOK 4221 OF OFFICIAL RECORDS, PAGE 292.