

When recorded, please return to:
CITY OF MESA
REAL ESTATE SERVICES
P.O. Box 1466
Mesa, AZ 85211-1466

R2599-9-2-1--
Yorkm

24-A053

**CITY OF MESA
UTILITY SERVICE AGREEMENT**

This Utility Service Agreement (this "Agreement") is entered into by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **Michael K. Morasco and Pamela Morasco, as Trustees of The Morasco Family Trust**("Owner"). City and Owner are collectively referred to herein as the "Parties," or individually as the "Party."

RECITALS

- A. City is authorized to provide public water and wastewater services ("Water & Wastewater Utilities"). The Water & Wastewater Utilities are provided under the terms and conditions set forth in the document entitled Terms and Conditions for the Sale of Utilities (the "Utility Terms and Conditions") and under the provisions of the Mesa City Code and Schedule of Fees and Charges applicable to utilities.
- B. Owner is the fee owner of real property located outside of the City's corporate limits at 219-22-002G, in Maricopa County, Arizona, and legally described in attached Exhibit "A" ("Property").
- C. Owner has applied to the City for extension of or to make connection to the City's Water & Wastewater Utilities beyond the City's corporate limits to the Property.
- D. The Utility Terms and Conditions establishes certain conditions for connections to the Water & Wastewater Utilities and the sale of City of Mesa Utilities to properties located beyond its corporate limits.
- E. Owner is willing to comply with all the terms of the Utility Terms and Conditions and pay all fees required by Mesa City Code and Schedule of Fees and Charges and comply with the terms of this Agreement in order to receive Water & Wastewater Utilities.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein, and the terms and conditions of this Agreement, the Parties agree as follows:

1. Obligations of Owner.

1.1 Compliance with City Requirements. Owner agrees to comply with the Utility Terms and Conditions and the Mesa City Code and City ordinances, resolutions, and policies concerning utilities. Additionally, Owner shall develop, use, and maintain the Property in a manner that is compatible and in compliance with the City of Mesa's General Plan. This Agreement does not reduce or eliminate any of Owner's obligations or requirements in the Utility Terms and Conditions or the Mesa City Code, City ordinances, resolutions, or policies.

1.2 Design and Construction of the Required Improvements. Before the extension of or connection to the Water & Wastewater Utilities, Owner shall comply with the following requirements: (a) Owner shall retain an engineer registered in Arizona to prepare a complete and stamped set of plans for the Required Improvements (as defined below), (b) the plans shall meet all City requirements and are subject to the review and approval by the City, and (c) Owner shall construct the Required Improvements in accordance with the plans approved by the City. The Water & Wastewater Utility services will not be provided until the Required Improvements are completed or paid for by Owner and accepted by the City.

1.3 Required Improvements Defined. Required Improvements means the improvements described and depicted in the attached Exhibit "B."

1.4 Public Rights-of-Way and Easements. Before the extension of and/or connection to the Water & Wastewater Utilities, Owner shall grant to City (or Maricopa County, as determined by City) public rights-of-way or public utility and facilities easements necessary to meet applicable City development standards or necessary for the construction, use, and maintenance for City utilities.

1.5 Annexation and Deferred Improvements. At such time as annexation is deemed desirable by the Owner, Owner agrees to comply with, and satisfy, all requirements in State Statutes and the Mesa City Code, and City regulations, design standards and development policies for the annexation of the Property into the City of Mesa. This Agreement, however, does not require the City to annex the Property into the City of Mesa.

1.6 Compliance with Development Standards. For all existing improvements on the Property (i.e., improvements existing before the execution of the Agreement), Owner shall cause the existing improvements to meet the same development standards required of properties within the Mesa City limits to the maximum extent reasonably possible as determined by the City in accordance with applicable City ordinances. For all future improvements on the Property (i.e., improvements installed or constructed after the execution of this Agreement), Owner shall develop the property in compliance with all City regulations, standards and requirements established by the City of Mesa to the same extent as if the Property were located within the City of Mesa. Owner acknowledges and understands that it is only entitled to receive Water & Wastewater Utility services for the existing improvements and the currently proposed development (as proposed in documents provided to the City) on the Property and is not entitled to such services for a more intense use of the land (e.g., new or expanded improvements) or for a change in use that is a more intense use of the land or a change in use that would cause a utility rate change.

2. Obligations of the City.

2.1 Provision of Utilities. If Owner complies with the terms of this Agreement and the Utility Terms and Conditions and the Mesa City Code and City ordinances, resolutions, and policies concerning utilities, City agrees to provide, under the Utility Terms and Conditions, Water & Wastewater Utilities services for the existing and currently proposed (as proposed in documents provided to the City) improvements on the Property so long as there is no expansion of the use or more intense use of the land and there is no change in use that would result in a change in utility rates.

3. Payment of Fees.

3.1 Development Impact Fees and Outside City Limits Development Service Fees. Owner shall pay (in full) to the City the Water and Wastewater Impact Fees, the Utility Service Fee, the City Service Application Fee, and all other applicable fees, which are identified in Exhibit "C." Payment of the fees shall occur before Owner may connect to, or receive service from, the Water & Wastewater Utilities.

3.2 Other Charges. Owner shall pay to the City any and all charges which apply to the development of the Property, and the provision of Water & Wastewater Utilities to the Property, pursuant to the City Schedule of Fees and Charges and the City Schedule of Utility Rates as currently in effect and as the same may be amended from time to time. Owner shall pay such charges in accordance with applicable City Ordinances.

4. Term and Termination upon Annexation.

4.1 Term. The initial term of this Agreement shall commence on the date of execution of this Agreement by the City and shall continue, unless terminated as permitted in this Agreement, for an initial term of twenty years. After the initial term, the Agreement shall automatically renew for successive one-year terms except the City may, in its sole discretion, terminate the Agreement with written notice to Owner sixty (60) days prior to the expiration of the initial term or the then current renewal term of the Agreement. This Agreement shall automatically terminate upon the occurrence of the following: (i) annexation of the Property into the City of Mesa, and (ii) Owner's completion of the Required Improvements, payment of all fees required under this Agreement, and dedication of rights-of-way and easements as required by this Agreement.

4.2 Termination. If Owner breaches any term, condition, or requirement of this Agreement and does not fully cure the breach within thirty (30) days of City's written notice to Owner of such breach, City may terminate this Agreement. The remedy of terminating this Agreement is in addition to all other remedies the City has in law and equity and under the Mesa City Code and the Utility Terms and Conditions.

5. Covenants Run with the Land. All the terms, covenants, and conditions of this Agreement shall run with the Property and shall be binding upon and shall inure to the benefit of City and Owner and their respective successors and assigns. By acceptance of a deed or by acquiring any

interest in the Property, each person or entity, for himself or itself, his/its heirs, personal representatives, successors, transferees and assigns, binds himself/itself, his/its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, covenants, and conditions of this Agreement.

6. Miscellaneous Provisions.

6.1 Entire Agreement. This Agreement, including the attached Exhibits, constitute the entire Agreement and understanding between the Owner and City, concerning the subject matter herein, and supersedes and terminates all prior written and oral agreements, proposals, promises, and representations of the Owner and City. This Agreement may not be enlarged, modified, amended, or in any way altered, except by a written amendment signed by the Owner and the City.

6.2 Interpretation. This Agreement shall be construed in accordance with the laws of the State of Arizona. The Parties agree that the only venue for any action regarding this Agreement shall be in Maricopa County, Arizona.

6.3 Severability. If any court of competent jurisdiction declares any portion or portions of this Agreement invalid, the remaining provisions hereof shall remain in full force and effect.

6.4 No Waivers. No party to this Agreement shall be deemed to have waived any of their rights or remedies unless such waiver is in writing and signed by the party to be bound. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of such right or remedy or any other right or remedy on any future occasion.

6.5 Remedies. If any Party to this Agreement defaults on any provision thereof, the non-defaulting party shall be entitled to all remedies available both at law and in equity, including specific performance.

6.6 Authority. The individuals executing this Agreement on behalf of the Parties represent that they have the authority to execute this Agreement on behalf of such Party.

6.7 No Agency Created. Nothing in this Agreement is intended to, nor shall it be deemed to create a joint venture, partnership, or any other cooperative or joint arrangement between the parties.

6.8 A.R.S. § 38-511 Notice. This Agreement may be subject to cancellation pursuant to A.R.S. § 38-511.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of 09 OCTOBER 2024.

OWNER:

Michael K. Morasco and Pamela Morasco, as Trustees of The Morasco Family Trust

By: MICHAEL MORASCO & PAMELA MORASCO

Its: Owner

State of Arizona)

)

County of Maricopa)

The foregoing instrument was acknowledged before me this 9th, day of OCTOBER, 2024, by MICHAEL MORASCO & PAMELA MORASCO on behalf of MORASCO FAMILY TRUST

Notary Public

(notary stamp)

CITY OF MESA, a municipal corporation.

[Signature]

Development Services Department Director

State of Arizona)

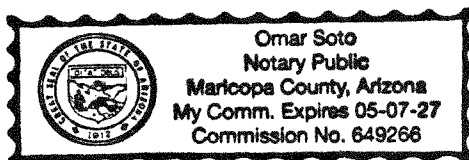
)

County of Maricopa)

The foregoing instrument was acknowledged before me this 16th, day of OCTOBER, 2024, by Nana Appiah as Development Services Department Director on behalf of the City of Mesa.

Omar Soto
Notary Public

(notary stamp)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 California

County of

San DiegoOn 10-9-24

Date

before me,

Kari L Kirtland, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Michael K Morasco, Pamela Morasco

Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EXHIBIT A
(Legal Description)

West half of the Southwest Quarter of the Northwest quarter of the Southwest Quarter of Section 32, Township 2 North, Range 7 East or the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 470 feet; and

EXCEPT the West 40 feet for roadway; and

EXCEPT the South 30 feet for roadway;

EXCEPT all coal and other minerals as reserved in the Patent.

EXHIBIT B
(The Required Improvements)

- An 8-inch line must be constructed along your frontage on E. Palm Ln connecting the loop. The process involves designing, obtaining permits, construction, and gaining approval for the mainline connection to the existing 8-inch water mainline located in Sossaman Rd. This connection is necessary and will need to be extended across the frontage of the site.
- The design, permitting, construction and acceptance of the mainline connection to the existing 8" sewer mainline in Sossaman Rd.

EXHIBIT C

The following estimate of Fees is calculated based on current City of Mesa schedules of fees and charges. This exhibit is for estimating purposes only. Final fees and charges will be calculated and assessed based upon the City of Mesa schedules of fees and charges in effect at the time of actual connection to Mesa's public water and/or wastewater mainlines. Collection of said fees and charges would occur with either the issuance of permit(s) for connection to Mesa's public water and/or wastewater mainlines or purchase of a City of Mesa water meter, whichever comes first.

NOTE: Refer to: <http://mesaaz.gov/home/showdocument?id=5908> for the latest update.

ESTIMATE OF FEES

Single Detached Dwelling	
O/S CL SVC Agreement - Utilities	
Amount Equal to Police Impact Fee	\$402.00
O/S CL SVC Agreement - Non Utility	\$227.00
	<hr/>
	\$629.00
Public Water Impact Fee	\$2,220.00
ESTIMATE OF FEES	\$2,849.00

Note: The above estimate does not include any of the following types of fees and charges, which may also be applicable.

- *Water Meter Fee:*
 - *3/4" or 1" meter = \$460 + 4% technology improvement fee*
- *Private Line Buy-Ins- N/A*
- *Rights-Of-Way Permit Fees*
- *Maricopa County Fees*
- *Real Estate Fees*

City of Mesa fees can be found in the latest edition of the "Schedule of Fees and Charges".

219-22-002G