

**LICENSE AGREEMENT
BETWEEN
EPCOR WATER ARIZONA INC.
AND
CITY OF GOODYEAR, ARIZONA**

THIS LICENSE AGREEMENT ("License ") is made and entered into as of _____, 2020, by and between EPCOR Water Arizona Inc., an Arizona corporation, and the City of Goodyear, an Arizona municipal corporation.

RECITALS

WHEREAS, pursuant to a Certificate of Convenience and Necessity issued by the Arizona Corporation Commission, EPCOR Water Arizona Inc. is currently providing water service within a portion of the boundaries of the City of Goodyear.

WHEREAS, the City of Goodyear and EPCOR Water Arizona Inc. are currently negotiating a water service franchise agreement that will pertain to EPCOR Water Arizona Inc.'s use of public right-of-ways to provide utility services to the properties within the boundaries of EPCOR Water Arizona Inc.'s then-existing Certificate of Convenience and Necessity that are located within the then-existing boundaries of the City of Goodyear.

WHEREAS, the parties have agreed, pending the completion of the negotiation of the franchise and its either being approved by the City of Goodyear City Council and its voters or its failure to be so approved, to enter into this License.

AGREEMENT

NOW THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

1. Definitions. Capitalized terms not defined elsewhere in this License are defined as follows:

1.1. "City" means the City of Goodyear, an Arizona municipal corporation, and its Permitted Successors and Assigns.

1.2. "License Area" means those areas within the then-existing borders of the City that are also within the then-existing boundaries of Licensee's Certificate of Convenience and

Necessity granted to Licensee by the Arizona Corporation Commission or its successor. The License Area as of the date of this Agreement is described in Exhibit A attached hereto.

1.3. “Licensed Property” means the present and future public right-of-ways (including – but not limited to – streets, alleyways, highways, and bridges) within the License Area to the extent City’s rights in the public right-of-ways are consistent with the proposed use.

1.4. “Licensee” means EPCOR Water Arizona Inc., an Arizona corporation, and its Permitted Successors and Assigns.

1.5. “Licensee Facilities” means the improvements constructed within the Licensed Property as part of Licensee’s potable water delivery system, which may include, but are not limited to, transmission mains, distribution mains, service lines, fire hydrants, and meters, together with all appurtenances necessary for the delivery of water.

1.6. “Paragraph” means the text of the enumerated paragraph, including all sub-paragraphs.

1.7. “Parties” means City and Licensee.

1.8. “Proprietary Function” has the meaning ascribed to that term in Paragraph 8.7.

2. Term. This License shall be effective from March 1, 2020 (the “Effective Date”), and shall terminate at the earlier of the following: February 28, 2025 or the date a water service franchise agreement between City and Licensee becomes effective.

3. Grant of License. City hereby grants to Licensee the right and privilege to construct, maintain, and operate Licensee Facilities within the Licensed Property. This License is for Licensee’s use of the Licensed Property for distribution facilities needed to supply potable water to City, the inhabitants thereof, and all individuals and entities within or beyond the limits thereof. All Licensee Facilities shall be located underground unless otherwise approved by City. Licensee shall not construct, operate or maintain wells, well sites, storage facilities, pumping facilities, or other non-distribution improvements in the Licensed Property. Nothing in this License shall be construed to permit Licensee to maintain any portion of its potable water delivery system or appurtenances in any manner which would adversely affect or interfere in any way, as determined by City in its reasonable discretion, with City’s use of the public right-of-ways for its functions; provided, however, that the foregoing shall not preclude reasonable temporary interference necessitated by Licensee’s repair or maintenance of those facilities.

4. License Fee.

4.1. Licensee agrees to pay City in consideration of the grant of the License a sum equal to two percent (2%) of the gross receipts of Licensee from the sale by it of potable drinking water within the License Area, as shown by Licensee's billing records (the "License Fee"). The License Fee shall be due and payable quarterly and shall be in lieu of all fees or charges for permits or Licenses issued for the construction or maintenance of Licensee's facilities hereunder or for the inspection thereof. Licensee shall provide City with quarterly and annual reports that include details regarding the amounts payable under this License and the revenues upon which the License fee is paid. The employee of Licensee shall attest to the accuracy of such reports to the best of his or her knowledge after reasonable inquiry. In addition, for the purpose of verifying the amounts payable hereunder, the books and records of Licensee shall be subject to inspection by duly authorized officers or representatives of City at reasonable times, and in the event that such inspection evidences that the License Fee actually paid for any quarter is more than ten percent (10%) below the amount that should have been paid for such quarter, Licensee shall reimburse City for the costs of such inspection.

4.2. The amount payable under the License Fee shall not be reduced by reason of the payment of any general ad valorem taxes, assessments for special improvements such as general sales or transaction privilege License taxes, or any similar general tax or levy.

5. Additional Fees and Taxes. Notwithstanding any provision to the contrary herein, Licensee shall, in addition to the payments provided in Paragraph 4 above, pay the following charges, taxes and fees as established in a code or ordinance properly adopted by City:

5.1. General ad valorem property taxes.

5.2. Transaction privilege and use taxes authorized by law and collected by Licensee from retail users and consumers of potable water services within the corporate limits of City.

5.3. Other charges, taxes or fees generally levied upon businesses by City (other than those expressly exempted in Paragraph 4.1, above), provided said charge, tax, or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within City.

6. Successors and Assigns. This License, including the rights, privileges and burdens, binds and benefits the Parties and their Permitted Successors and Assigns. For purposes of this License, Permitted Successors and Assigns are:

6.1. Public service corporation(s) approved by the Arizona Corporation Commission to provide public utility water service within the License Area that have executed an assignment with Licensee under which the public service corporation receives the rights and benefits of this License, in whole or in part, and assumes the obligations of this License.

6.2. Any other entity that executes an assignment with Licensee (“assignee”) under which the assignee receives the rights and benefits of this License, in whole or in part, and assumes the obligations of this License, provided such assignment is consented to by the Parties to this License and the Arizona Corporation Commission, except that no consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent assignments made pursuant to any such instrument. The Parties’ consent shall not be unreasonably withheld, conditioned, or delayed.

7. Licensee’s Compliance with Requirements; Plans Submitted for Approval; City Construction near Licensee’s Facilities.

7.1. The quality of water treatment, transmission, and distribution services provided by Licensee shall comply with the requirements of the United States Environmental Protection Agency, Arizona Department of Environmental Quality, Arizona Corporation Commission, Arizona Department of Health Services, and the Maricopa County Environmental Services Department.

7.2. Licensee shall be responsible for confirming for itself that City’s rights in the right-of-way within which it wants to construct Licensee Facilities is consistent with Licensee’s proposed use. The granting of the permit by City shall not be construed as a representation on the part of City that such rights exist.

7.3. All construction under this License shall be performed in accordance with all applicable, federal, state, and local laws, ordinances, rules, regulations, and with established practices of City with respect to construction within public right-of-ways. Before Licensee makes any major installations in the Licensed Property, Licensee shall submit to City for approval any applicable permit applications and a map showing the location of such proposed installations to City. When time does not permit prior application for a permit and immediate repairs to Licensee’s facilities are reasonably required, Licensee first may institute and complete the repairs and then complete and file the applicable permit application. In this case, telephone notification of the repair will be given as soon as practicable to the contact person designated by City. Within ninety (90) days after the approval of this License by City’s City Council, Licensee shall submit to City’s Engineer or his/her designee a map showing the true and correct location of all present installations of Licensee within City’s right-of-ways.

7.4. If City undertakes, either directly or through a contractor, any construction project requiring any permanent or temporary relocation of any of the Licensee Facilities and if City is required to pay for such relocation under this License, City shall include in all such construction specifications, bids, and contracts a requirement that as part of the cost of the project, the contractor or contractor’s designee obtain from Licensee the temporary or permanent removal, relocation, and barricading of equipment, and depressurization of Licensee Facilities as necessary to avoid the creation of an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

8. Construction and Relocation of Licensee's Facilities: Payment.

8.1. All facilities installed or constructed pursuant to this License shall be so located or relocated and so erected as to minimize the interference with traffic or other authorized use over, under, or through the Licensed Property. Those phases of construction of Licensee's facilities relating to traffic control, backfilling, compaction, and paving – as well as location or relocation of facilities herein provided for – shall be subject to regulation by City. Licensee shall keep accurate records of the location of all facilities within the Licensed Property and furnish them to City upon request. Upon completion of new or relocation construction of underground facilities in the Licensed Property, Licensee shall provide City's Engineer or his/her designee with corrected drawings showing the actual location of the underground facilities in those cases where the actual location of the underground facilities differs significantly from the proposed location approved in the permit plans.

8.2. Except as covered in Sub-Paragraphs 8.3 or 8.4 of Paragraph 8, Licensee shall bear the entire cost of relocating Licensee Facilities located within the Licensed Property, the relocation of which is reasonably necessary for City to carry out any City function for which it is duly authorized whether proprietary or governmental.

8.3. If City requires Licensee to relocate Licensee Facilities that are located in private easements or private right-of-ways from which the facilities must be relocated, the entire cost of relocating Licensee Facilities (including the cost of purchasing a new private easement or right-of-ways, if necessary) shall be borne by City. City shall not be obligated to bear such costs under this sub-paragraph 8.3 if, prior to City's acquisition of such right-of-ways, either: (i) Licensee subordinated its easement or right-of-way in such a manner that the person from whom City acquired the right-of-way would not have been obligated to bear any costs of such relocation, or (ii) Licensee did not in fact obtain such easement or right-of-way.

8.4. City will bear the entire cost of relocating any of Licensee Facilities, the relocation of which is necessitated by the construction of improvements by, or on behalf of, City in furtherance of a Proprietary Function.

8.5. If Licensee relocates any Licensee Facilities and if City is responsible for the costs of such relocation under the terms of this License, City shall not be responsible for any additional cost resulting from any upgrade or improvement of Licensee Facilities as they existed prior to relocation. To insure that City is not bearing any costs resulting from any upgrade or improvement of Licensee Facilities as they existed prior to relocation, Licensee shall, prior to entering into a contract for the relocation, provide City with a bid for the costs of the relocation without the upgrades or improvements and a bid for the costs of the relocation with the upgrades or improvements, and City's reimbursement obligation shall be limited to no more than the costs reflected in the bid for the relocation without the upgrades or improvements. If the actual relocation costs incurred by Licensee are less than the bid price, City's reimbursement obligation shall be reduced accordingly.

8.6. If City undertakes the relocation of any Licensee Facilities and if City is responsible for the cost of such relocation under the terms of this License, City shall not be responsible for and shall have no obligation to upgrade or improve the Licensee Facilities being relocated. Notwithstanding the foregoing, if Licensee requests, in connection with any such relocation by City, any upgrade or improvement of the affected Licensee Facilities, City will in good faith consider such request, subject in each case to Licensee's payment to City of the additional costs that will be incurred by City prior to City entering into a contract for the additional work and Licensee's agreement to pay any additional costs incurred related to the upgrade after the contract is entered. In no event shall City be responsible for considering or undertaking an upgrade or improvement to any Licensee Facilities being relocated by City if doing so would adversely affect City's schedules for completion. The payments for the addition costs for upgrades or improvements shall be as follows:

8.6.1. If the requested upgrade or improvement can be treated as a "stand alone" item, City shall have the item bid as a separate add-on to be added to the contract as a change order. Licensee shall be responsible for paying to City the amount of the the bid for the change order before City authorizes the change order and will be responsible for paying any additional costs incurred for the work reflected in the change order. At the end of the project, if the cost of the add-on was less than the amount previously paid by Licensee, City shall refund the excess amount paid, but if the cost of the add-on was more than the amount previously paid by Licensee, Licensee shall, upon the written request of City, pay City the difference.

8.6.2. If the requested upgrade cannot be treated as a separate add-on, City will have the contractor provide a bid for the costs of the relocation without the upgrade and a bid for the costs of the relocation with the upgrade. Licensee shall be responsible for paying City the differencet between the two bids before City enters into a contract for the relocation that includes the upgrade. If the actual relocation costs incurred by City is less than the bid price, City shall refund to Licensee a portion of the the difference based on the proportion the amount paid by Licensee represented to the original bid price.

8.7. Subject to the provisions of the foregoing sub-paragraphs 8.2, 8.3, and 8.4 regarding the cost of relocation of Licensee Facilities, Licensee's right to retain its facilities in their current location is subject to the paramount right of City to use its public right-of-ways for all permitted purposes (collectively, City's "Proprietary Function"), which shall include, but shall in no way be limited to, the following functions of City:

8.7.1. Any and all improvement to City streets, alleys, and avenues;

8.7.2. Establishing and maintaining sanitary sewers, storm drains, drainage structures, and related facilities;

- 8.7.3. Establishing and maintaining parks, parkways, pedestrian malls, or grass, shrubs, trees, and other vegetation for the purpose of landscaping any street or public property;
- 8.7.4. Providing fire protection;
- 8.7.5. Collection and disposal of garbage;
- 8.7.6. Any structures for public purposes deemed appropriate by the Goodyear City Council;
- 8.7.7. Any structure for any purpose, whether governmental or proprietary, which City is authorized to construct and/or maintain.

9. Indemnification/Insurance.

9.1. Licensee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any of its departments, agencies, elected and appointed officials, officers, employees, agents, and representatives for, from, and against any and all liabilities, claims, causes of actions, costs, damages, losses, and expenses (including but not limited to attorney's fees and court costs), related to, arising out of, or alleged to have resulted from the construction, maintenance, and/or operation of the Licensee Facilities within the Licensed Property but only in proportion to, and to the extent such liabilities, claims, causes of action, costs, damages, losses, expenses (including attorneys fees and court costs) are caused by or the result of the negligent or intentional acts or omissions of Licensee, its officers, agents, representatives, or employees or any other person or entity working within the Licensed Property constructing any of the Licensee Facilities. Licensee expressly waives all rights of subrogation against the City, its departments, agencies, elected and appointed officials, officers employees, agents and representatives with respect to any claims for with Licensee is required to indemnify the City pursuant to this License.

9.2. Without limiting any liabilities or obligations of Licensee, Licensee shall secure and maintain during the term of this License, with forms and insurers reasonably acceptable to City, the minimum insurance coverages set forth below. The insurance policies required by Sub-Paragraphs 9.2.2 and 9.2.3 shall stipulate that the insurance afforded for City, its departments, agencies, elected and appointed officials, officers, employees, agents, and representatives shall be primary insurance and that any insurance carried by City, its departments, agencies, elected and appointed officials, officers, employees, agents, and representative shall be excess and not contributory insurance.

- 9.2.1. Workers compensation insurance coverage with Employer's Liability Insurance limits of not less than the statutory limits for any one occurrence.

- 9.2.2. General liability insurance with policy limits of not less than two million dollars (\$2,000,000) per occurrence for Bodily Injury, Property Damage, Personal Injury, and Products and Completed Operations with an annual aggregate limit of not less than two million dollars (\$2,000,000). City, its departments, agencies, elected and appointed officials, officers, employees, agents, and representatives shall be named as additional insureds.
- 9.2.3. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence. City, its departments, agencies, elected and appointed officials, officers, employees, agents, and representatives shall be named as additional insureds.
- 9.2.4. Subsequently, a certificate of insurance, signed by an authorized representative of the insurer with 30 days notice of cancellation or non-renewal, shall be presented a minimum of five (5) days after the date of expiration of the policy term.

9.3. Licensee shall require any contractor, sub-contractors, or any other party other person or entity working within the Licensed Property constructing any of the potable water system delivery improvements contemplated in Paragraph 4 above to comply with the requirements of Sub-Paragraph 9.2.

9.4. Upon the full execution of this License, Licensee shall furnish City with certificates of insurance and endorsement pages as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates of insurance shall provide that no less than thirty (30) days advance notice of cancellation, revocation, termination, or alteration shall be sent directly to City.

10. Restoration of Right-of-Ways. Subject to the provisions of the foregoing Sub-Paragraphs 8.2, 8.3, and 8.4 regarding the cost of relocation of Licensee Facilities, (i) whenever Licensee shall cause any work, opening, or alteration whatsoever to be made for any purpose in any City public right-of-ways, the work shall be completed with due diligence within a reasonably prompt time, and Licensee shall, upon completion of such work, restore the disturbed property to as good condition as it was in prior to such openings or alteration, and (ii) Licensee shall provide any barricades, signing, rerouting of traffic, or other actions which City's Engineer or his/her designee reasonably considers necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-ways

11. Default; Dispute Resolution.

11.1. The failure or unreasonable delay by any Party to perform any term or provision of this License for a period of ten (10) business days after written notice from the other party shall constitute a default under this License. If the default is of a nature which is not capable of being cured within ten (10) business days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default under this License by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

11.2. To further the cooperation of the parties in implementing this License, City and Licensee each shall designate and appoint a representative to act as a liaison between City and its various departments and Licensee. The initial representative for City (the "City Representative") shall be City's City Engineer and the initial representative for Licensee shall be its Director of Operations, as identified by Licensee from time to time (the "Licensee Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties.

11.3. If a dispute arises out of or related to this License or breach thereof, Licensee and City agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this License, or the breach thereof, and if the dispute cannot be settled through negotiation, Licensee and City agree first to try to settle the dispute through mediation before resorting to litigation, arbitration, or some other dispute resolution procedure.

12. Effect of Expiration or Termination. Upon the expiration or termination (for any reason) of this License without its being succeeded by either a water service franchise agreement, or a new license with City and provided City has refused to enter into a new license on comparable terms to the expiring or terminated license, Licensee may continue operating the Licensee Facilities but Licensee shall be required to obtain proper permits and licenses and pay all applicable fees and charges each time it enters any Licensed Property unless or until such time as a new License or franchise agreement is obtained or Licensee Facilities are acquired by City through exercise of its powers of eminent domain.

13. Survival of Terms. Upon the expiration or termination (for any reason) of this License, this License and all other rights and obligations of the respective parties hereunder shall cease, *provided however* that notwithstanding any contrary provision in this License, all of the rights and obligations of the respective parties under Paragraph 4 (License Fee), but only with respect to the fees owed for the period prior to the expiration or termination of this License; Sub-Paragraph 9.1 (Indemnification); Paragraph 10 (Restoration of Right-of-Ways), but only with

respect to obligations arising prior to the expiration or termination of this License; Paragraph 11 (Default; Dispute Resolution); Paragraph 12 (Effect of Expiration or Termination); Sub-Paragraph 15.2 (Title to Licensee Facilities); Sub-Paragraph 15.3 (Purchase or Condemnation); Sub-Paragraph 15.4 (Valuation in Event of Purchase or Condemnation); Paragraph 21 (Non-Waiver); Paragraph 24 (Choice of Law, Venue Attorneys' Fees); shall survive expiration or termination (for any reason) of this License and remain in full force and effect.

14. Non-Exclusive. This License is not exclusive, and nothing in this License shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation.

15. Title to Facilities; Right to Use Easements; Reserved Right to Purchase or Condemn.

15.1. Title to all Licensee Facilities wherever situated on public grounds or in easements for public utility purposes and installed by or on behalf of Licensee or its predecessors, agents or contractors shall be and remain in Licensee. Notwithstanding the foregoing, this License is not intended to create a right to install Licensee Facilities anywhere but within the Licensed Property as defined above.

15.2. City reserves the right and power to purchase and condemn the plant and distribution facilities of Licensee within City's corporate limits, as provided by law. Licensee likewise reserves all of its rights and remedies provided by law in any such circumstance.

15.3. In the event of a purchase of the Licensee Facilities by City or under City's exercise of eminent domain, this License shall be construed to have no value for purposes of establishing the value of the Licensee Facilities.

16. Applicable Laws and Regulations. Licensee is responsible to adhere to all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over Licensee's activities in the right-of-ways, including – but not limited to - storm water regulations (MS4), US Army Corps of Engineers permitting, Americans with Disabilities Act, and appropriate traffic control measures.

17. Conflict of Interest. This License shall be subject to cancellation pursuant to the provisions of ARIZ. REV. STAT. §38-511 in the event of a conflict of interest.

18. Notices. All notices required to be given to either party shall be mailed or given at the following addresses:

To City:	City of Goodyear
	190 N. Litchfield Road
	Goodyear, AZ 85338
	Attn: City Manager

To Licensee:

EPCOR Water Arizona Inc.,
2344 W. Pinnacle Peak Road #300
Phoenix, AZ 85027
Attn: Vice President Operations

19. Severability. If any section, paragraph, clause, phrase or provision of this License, other than Paragraph 4, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this License as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Paragraph 4 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, this License shall immediately terminate and shall be of no further force or effect.

20. No Agency or Partnership. Neither City nor Licensee is acting as the agent of the other with respect to this License, and this License shall not be deemed to create a partnership, joint venture or other business relationship between City and Licensee.

21. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Licensee of the breach of any covenant or condition of this License shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License.

22. Fair Interpretation. The terms and provisions of this License represent the result of negotiations between the Parties, each of which has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the terms and provisions of this License shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law that ambiguous or conflicting terms be resolved against the Party who prepared or whose attorney prepared the executed License or any earlier draft of same.

23. Paragraph Headings. The paragraph headings contained in this License are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

24. Choice of Law, Venue, and Attorney's Fees. In any dispute under this License, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this License shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this License shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County.

25. Intentionally Omitted.

26. Representations and Warranties of City. As of the Effective Date, City represents and warrants the following:

26.1. Approval. City has approved this License at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

26.2. Authorization. City agrees that City's execution of this License and the performance of its obligations hereunder will not violate the terms of its charter or any City ordinance and all hearings, ordinances, warrants and approvals prerequisite to the execution and delivery of this License and all hearing requirements under applicable laws have been fully complied with including, but not limited to, state open meeting laws, and the persons executing this License on behalf of City have been duly authorized to do so.

27. Representations and Warranties of Licensee. As of the Effective Date, Licensee represents and warrants the following:

27.1. Licensee is an Arizona corporation in good standing; Licensee (including the person signing for Licensee) has the authority and the right to enter into this License, and Licensee is not prohibited from executing this License by any law, rule, regulation, instrument, agreement, order or judgment.

27.2. Due Diligence. Licensee reviewed this License and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this License.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Julie Arendall

Its: City Manager

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

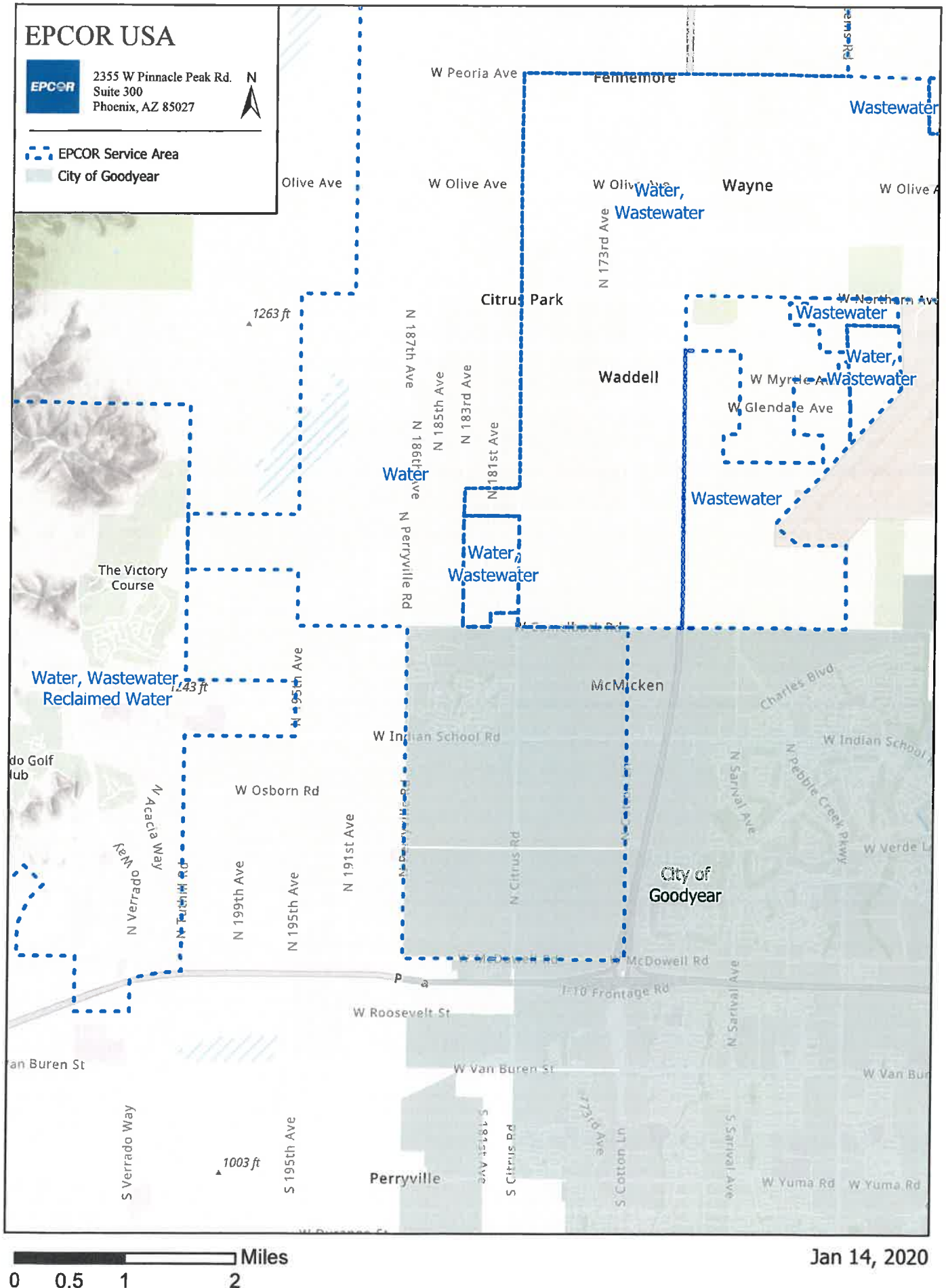
EPCOR Water Arizona Inc.

By:  _____

Name: Jeffrey W Stuck

Its: V.P. operations

EXHIBIT "A"



**EPCOR WATER ARIZONA INC.
CORPORATE SECRETARY'S CERTIFICATE**

RECITALS:

For purposes of this Corporate Secretary's Certificate:

- (i) EPCOR Water Arizona Inc., an Arizona corporation, is referred to as the "Corporation";
- (ii) the Corporation intends to enter into a License Agreement (the "License Agreement") with City of Goodyear, Arizona ("City");
- (iii) this Corporate Secretary's Certificate is being issued to City in connection with Corporation's execution and delivery of the License Agreement.

NOW, THEREFORE,

the undersigned, Jason D. Gellman, hereby certifies that he is the Corporate Assistant Secretary of the Corporation and further certifies that:

- (i) on December 8, 2017, the Corporation's Board of Directors adopted a Contract Execution and Spending Authority Policy (the "CESAP"), which policy remains in full force and effect as of the date of this Certificate; and
- (ii) the CESAP delegates contract execution and delivery and spending authority to the Corporation's officers and employees and, as such, governs the Corporation's execution and delivery of the License Agreement; and
- (iii) Jeffrey W. Stuck is the Director of Arizona Operations of the Corporation; and
- (iv) in his capacity as the Director of Arizona Operations, Jeffrey W. Stuck is authorized under the CESAP, for and on behalf of the Corporation, to execute and deliver the License Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Corporate Secretary's Certificate as of January 28, 2020.



Jason D. Gellman, Corporate Assistant Secretary