

**AMENDED AND RESTATED  
BULK WATER DELIVERY AGREEMENT  
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**THIS AMENDED AND RESTATED BULK WATER DELIVERY AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of February, 2018, by and between the Adaman Mutual Water Company (“Adaman”), an Arizona corporation, Adaman Irrigation Water Delivery District No. 36, a political subdivision of the State of Arizona (“AIWDD”) and the City of Goodyear (“City”), an Arizona municipal corporation. Collectively, Adaman, AIWDD and the City are sometimes referred to herein as the “Parties” and individually as a “Party.”

**RECITALS**

WHEREAS, Adaman and the City serve potable water to their residents and/or customers, as the case may be, within their respective service areas pursuant to their respective service area rights under A.R.S. Title 45;

WHEREAS, the City was and is faced with increasing water demands as it expands and wishes to develop additional sources of water within the boundaries of Adaman’s certificate of convenience and necessity (the “Certificated Area”) to meet a portion of this demand. The Certificated Area is illustrated on the map attached hereto at **Exhibit “A”**;

WHEREAS, to the extent the City developed or develops additional well capacity for Adaman within Adaman’s Certificated Area, Adaman may have the capacity to make bulk water delivery sales to the City on a longer-term basis;

WHEREAS, the United States Environmental Protection Agency promulgated new arsenic rules pursuant to the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*), which became effective January 23, 2006 (the “New Arsenic Standards”);

WHEREAS, Adaman withdraws water from three potable wells (Wells “1B”, “6A” and “1C”) (the “Existing Wells”) to serve its customers, all of which are withdrawing water with arsenic levels that fail to meet the New Arsenic Standards. The approximate locations of the Existing Wells are depicted on the map attached hereto at **Exhibit “B”**. In the future, Adaman may withdraw water from additional wells (the “Additional Wells” to serve its customers);

WHEREAS, Adaman needs to treat water from the Existing Wells in order to comply with the New Arsenic Standards;

WHEREAS, as of August 27, 2007 (“Effective Date”) Adaman and City entered into a Bulk Water Sales and Treatment Agreement (“Original Agreement”);

WHEREAS, as of the effective date of the Original Agreement, Adaman had existing well capacity to withdraw approximately 2.2 million gallons of water per day (“mgd”) but was only using about 600,000 gallons per day;

WHEREAS, under the Original Agreement, Adaman agreed to sell to the City (1) water from the Existing Wells to the extent Adaman did not need it to serve its existing and future

retail customers on a short-term basis; (2) water from new wells developed by the City and (3) water from Existing Wells rehabilitated by the City that increased pumping capacity on a long-term basis;

WHEREAS, the Original Agreement granted the City the right to develop new wells and to increase pumping capacity by rehabilitating Existing Wells for a total additional capacity of up to ten (10) mgd for delivery to the City, subject to a hydrology study that confirmed that such production was sustainable after taking into account an assumed 8.1 mgd of pumping by Adaman;

WHEREAS, the City agreed in the Original Agreement to construct a water treatment facility with the capability of treating a minimum of 600,000 gallons of water per day to a standard that complied with the provisions of the Safe Drinking Water Act, State of Arizona water quality standards, and Arizona Department of Environmental Quality (“ADEQ”) and Maricopa County health standards (“Initial Treatment Plant”);

WHEREAS, the City pursuant to the Original Agreement and in consultation with Adaman, planned, designed, constructed and paid \$887,978 for the Initial Treatment Plant;

WHEREAS, the Initial Treatment Plant was designed and constructed to treat 600,000 gallons of water per day to a standard which complies with provisions of the Safe Drinking Water Act, State of Arizona water quality standards, and the ADEQ and Maricopa County health standards;

WHEREAS, Adaman accepted ownership of the Initial Treatment Plant and is responsible for the operation and maintenance of the Initial Treatment Plant;

WHEREAS, the City commissioned and paid for the Adaman Mutual Water Company Hydrogeologic Study and Groundwater Modeling Report, dated January 2007 prepared by Brown and Caldwell, which determined that the amount of water available to the City under the Original Agreement (ten (10) mgd) was sustainable under then-current conditions;

WHEREAS, pursuant to the Original Agreement, the City developed two New Wells registered with ADWR as well numbers 55-218274 (“Well AP1”) and 55-218768 (“Well AP2”). The City further intends to install equipment in well number 55-220849 (“Well AP3”), a well identified by Adaman as Well 13A that was relocated by the Arizona Department of Transportation in connection with construction of Loop 303, subject to the payments set forth in this Agreement. The Parties intend to treat Well 13A as a New Well under this Agreement. The approximate locations of the New Wells are depicted on the map attached hereto at **Exhibit “C”**;

WHEREAS, since the execution of the Original Agreement, Adaman has undergone a corporate restructuring and certain proceedings before the Arizona Corporation Commission (“ACC”);

WHEREAS, since the execution of the Original Agreement, the City has concluded that sharing increased pumping capacity resulting from the City’s rehabilitation of Existing Wells is not operationally feasible;

WHEREAS, because of the changes that have occurred since the execution of the Original Agreement, Adaman and the City want to amend the Original Agreement to reflect the changed conditions;

WHEREAS, the area within AIWDD's boundaries overlays Adaman's Certificated Area. Historically, all of the Existing Wells within the Certificated Area have been owned by AIWDD. To the extent Adaman needed water for potable purposes, AIWDD and Adaman have entered into Water Facilities Sharing Agreements, setting forth the terms and conditions under which Adaman may use AIWDD wells;

WHEREAS, Adaman would like to have AIWDD own the New Wells developed under this Agreement and the Original Agreement;

WHEREAS, Adaman and the City desire to amend the Original Agreement and add AIWDD as a Party to this Agreement for the purposes set forth herein; and

WHEREAS, Adaman and City wish to amend and restate the Original Agreement to read as set forth herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.
2. Effective Date; Term. This Agreement shall be effective as of the date all of the following have occurred ("Effective Date"): (i) this Agreement is fully executed by Adaman, AIWDD, and the City; (ii) this Agreement is approved by the governing bodies of each Party; and (iii) this Agreement is approved by the Arizona Department of Water Resources ("ADWR"). The term of this Agreement shall be for a period of eighty (80) years, commencing on August 27, 2007, unless otherwise terminated pursuant to Sections 6 or 21 hereof, with the option of three (3) ten- (10) year extensions upon such terms and conditions as are agreed to by the Parties.
3. Hydrology Study. Pursuant to the terms of the Original Agreement, the City commissioned and paid for the Adaman Mutual Water Company Hydrogeologic Study and Groundwater Modeling Report, dated January 2007, prepared by Brown and Caldwell to determine the conditions of the aquifer underlying the Certificated Area (the "Study"). The Study was supplemented by the June 20, 2007, Technical Memorandum prepared by Brown and Caldwell for Goodyear. The Study was required, at a minimum, to: (i) establish the physical availability of groundwater and evaluate the sustainability of such availability based upon existing conditions and likely future demands in the area, including the City's projected demands, together with an assumed 8.1 mgd of pumping by Adaman and AIWDD; (ii) examine the potential risk of current or future ground subsidence in the impacted area due to such increased groundwater pumping; (iii) include

a resource management plan; (iv) evaluate the potential presence of contaminants and/or total dissolved solids (“TDS”) in the water identified to be developed; (v) determine the potential effect increased groundwater pumping might have on the migration of contaminants and/or TDS in the water identified to be developed; and (vi) evaluate recharge as a method of supplementing developed water. A new hydrology study, evaluating, at a minimum, the same requirements as the Study shall be periodically prepared by the City (an “Update”) utilizing a hydrologic consultant agreed to by the Parties by December 31, 2018, and then not less than every ten (10) years thereafter during the term of this Agreement. Notwithstanding the foregoing, if either Party identifies material changes in the water quality or the depth to water of wells within the Certificated Area, either Party may require that an Update by the City at that time. Each Update shall consider the existing and future potential water needs of Adaman and AIWDD. For purposes of this Agreement, “sustainable” means, considering inputs (recharge) and outputs (pumpage and natural discharge), the amount of groundwater that may be withdrawn from the aquifer on a daily basis that, for a 100 (one hundred) year period, is within limits of impact that are mutually acceptable to the Parties; but in no event shall “sustainable” be interpreted to mean a rate of withdrawal by the City that would adversely impact Adaman’s ability to serve its customers.

4. Water Sales.

- 4.1. Bulk Sale of Water. Adaman and AIWDD agree that the City shall have the right to take delivery of all water produced by the New Wells developed by the City under the terms of this Agreement, and that Adaman will sell water from the New Wells to the City as provided for in this Agreement.
- 4.2. New Wells. Adaman and AIWDD agree the City shall, at its sole cost and expense, have the right to develop new wells within the Certificated Area (“New Wells”) for a total pumping capacity of up to a total of 4.4 mgd if the Study determines that such amount is sustainable, as defined below, for delivery to the City by Adaman for use in the City’s water service area; *provided, however*, (a) prior to drilling or developing any New Wells, the City shall provide Adaman with a well spacing analysis and an Update including a discussion of the impacts of proposed pumping from the New Well on sustainability, as described below, and the impacts to other Adaman Wells, and shall consult with Adaman regarding the location and impact of the New Well; (b) the New Wells shall comply with all ADWR requirements; and (c) the withdrawal of water from the New Wells for delivery to the City is not more than an amount sustainable for 100 (one hundred) years after taking into account an assumed 8.1 mgd of pumping by Adaman, as evidenced by the hydrology data produced pursuant to the Update and as mutually agreed to by the Parties. In the event the Update determines that, after taking into account an assumed 8.1 mgd or greater amount of pumping by Adaman for Adaman’s use, deliveries of groundwater to the City of 4.4 mgd are not sustainable, the maximum amount of water delivered to the City pursuant to this Agreement shall be curtailed so as not to exceed the rate and amount of withdrawal that is determined to be sustainable per the Update. Except as otherwise provided herein, 4.4 mgd is the maximum amount of water that may be

withdrawn within the Certificated Area and used by the City, regardless of the legal characterization of the water withdrawn, such as groundwater withdrawn pursuant to a service area withdrawal right or recovered storage credits or the well or wells from which such water is withdrawn. Upon City's request, the Parties will work in good faith to determine if an increase of deliveries exceeding 4.4 mgd up to a maximum of 10 mgd is sustainable at the time of the request, and, if so, will consider amending the maximum quantity in this Section 4.2 accordingly.

- 4.3. Well 13A. Adaman and AIWDD agree that the City shall have the right to equip, and treat as a New Well under this Agreement, a well identified by Adaman as Well 13A, registered as well number 55-220849 ("Well AP3"), which well was relocated by Arizona Department of Transportation in connection with its construction of Loop 303, under the following terms and conditions:

4.3.1. The City shall remit to Adaman \$100,000 within thirty days of the effective date of this Agreement.

4.3.2. The City shall remit to Adaman a payment of \$3,431.00 per month for 300 months. Adaman shall invoice the City for this payment when it sends the City the invoice referred to in Section 11.1 below by either including it in the invoice referred to in Section 11.1 below or by separate invoice. The City shall remit the \$3,431.00 within thirty (30) days from the date of the receipt of the invoice for such payment.

- 4.4. New Wells Identified. As of the Effective Date of this Agreement, the City has drilled two New Wells. These two New Wells are registered with ADWR as well numbers 55-218274 ("Well AP1") and 55-218768 ("Well AP2"). In addition, as set forth above, Adaman and AIWDD agree that well number 55-220849 ("Well AP3") (also known as Adaman Well 13A) is to be treated as a New Well under the terms of this Agreement. The Parties agree to execute amendments to the Agreement to identify any other New Wells developed by the City in the future pursuant to the terms of this Agreement.

- 4.5. Conveyance of Well Sites and Easements. City, at no cost to Adaman or AIWDD, shall convey to AIWDD, by special warranty deed, the real property reasonably necessary to own, operate, and maintain Well AP1 and Well AP2, with the exception of any equipment subject to Section 4.6 below. The City shall also, at no cost to Adaman or AIWDD, convey to AIWDD by special warranty deed, the real property necessary to operate and maintain any New Wells that are developed in the future and that are added to this Agreement by amendment as provided in Section 4.4 above. The special warranty deeds for the conveyance of Well AP1 and Well AP2 shall be substantially in the form attached hereto as **Exhibit "D"**. In addition, the City shall grant or convey to AIWDD, at no cost to AIWDD or Adaman, all easements and access rights, reasonably necessary to own, operate, and maintain the wells conveyed pursuant to the terms set forth herein. The conveyance documents for easements for Well AP1 and Well AP2 shall be substantially in the form attached hereto as **Exhibit "E"**. Each well site

for any New Well shall consist of an area of land that is reasonably required by AIWDD. The Parties agree that the conveyance to AIWDD of the well sites for Well AP1 and Well AP2, and the easements as described in this Agreement, meet AIWDD's access needs for such wells. The City shall provide to AIWDD, at the City's cost, standard owner's title insurance policies for each well site and easement, which policies shall be approved by AIWDD and which policies shall be subject only to those conditions and exceptions as AIWDD shall approve. Prior to conveyance of the well sites, the City shall provide AIWDD with information for the well sites being conveyed including, without limitation: (i) water quality; (ii) a title report for the well site and easements in a form satisfactory to AIWDD that shall be updated prior to conveyance of the Well Site to AIWDD; and (iii) an environmental site assessment upon which AIWDD may rely, that has been performed and reported in compliance with 40 CFR Part 312, as amended, that concludes no conditions were identified at the well site or within the easements (the well site and the easements collectively referred to as the "Subject Property") indicative of releases and threatened releases of hazardous substances (as defined by state and federal law) on, at, in, or to the Subject Property.

- 4.6. Reduction or Elimination of Water Purchases. If the City wishes to Significantly Decrease or eliminate its purchases of water from Adaman pursuant to this Agreement, it shall give Adaman no less than two (2) years' prior written notice in accordance with Section 25.13 hereof. For purposes of this Agreement, "Significantly Decrease" shall mean reducing the quantity of water purchased under this Agreement by more than twenty five percent (25%) of the arithmetic average annualized amount of water purchased by the City in each of the preceding three (3) years. If the City Significantly Decreases or eliminates its purchases of water from Adaman, without giving such notice, for a period of two (2) years, the City shall pay Adaman as if such Significant Decrease or elimination had not occurred. If the City Significantly Decreases or eliminates its purchases of water after giving such notice, but before the two (2) year notice period has passed, the City shall pay Adaman as if such Significant Decrease or elimination did not occur until the expiration of the two- (2) year notice period.
- 4.7. New Well Equipment. Adaman and AIWDD agree that any removable equipment installed by the City at a Well Site, such as pumping equipment, motors and electrical facilities, but not including the casing, shall be and remain the property of the City, which property may be removed upon termination of this Agreement.
- 4.8. Additional Water Supplies. Adaman will cooperate with the City in evaluating sources of water in addition to New Wells that may be available to City ("Additional Water Supplies"), which may include surface water pursuant to rights appurtenant to entitled lands, Central Arizona Project ("CAP") water, and water recovered from recharge projects pursuant to A.R.S. Title 45, Chapter 3.1, as mutually agreed to by the Parties. The City shall pay reasonable planning, design, and construction costs related to the development of Additional Water

Supplies and the treatment and delivery of such Additional Water Supplies to the City. The development and delivery of any such Additional Water Supplies shall be addressed in future supplemental agreements between the Parties.

5. Bulk Water Cost.

- 5.1. Base Commodity Fee ("BCF"). On a monthly basis, starting on August 27, 2007, the City has paid and shall pay Adaman \$67, adjusted as described below (the "Base Commodity Fee") per acre-foot of water withdrawn from the New Wells and delivered to the City pursuant to this Agreement. The Base Commodity Fee has been and shall be annually adjusted, as of January 1 of each year, in an amount equal to the percentage change in the Consumer Price Index ("CPI"). The term "Consumer Price Index" as used in this Agreement shall mean "United States City Average All Item for All Urban Consumers (CPI-U, 1982-84=100)" published by the Bureau of Labor Statistics of the U. S. Department of Labor. If the publication of the Consumer Price Index of the U. S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical shall be used for making such computations. The BCF also shall be offset annually by any capital investment project costs made during the year to the Adaman system, by the City, with Adaman's consent and for Adaman's sole benefit, including the cost of the Initial Treatment Plant. These capital investments (including the cost of the Initial Treatment Plant) shall be amortized based upon an offset to the BCF for each year in an amount equal to three percent (3%) of the BCF, until such capital investment is fully amortized.
  - 5.2. Electricity. Adaman shall pay all energy costs related to the pumping, treatment, and transmission of water delivered for Adaman customers, and the City shall pay all energy costs related to the pumping, treatment, and transmission of water delivered for City purposes.
  - 5.3. Other Costs. On a monthly basis, the City shall pay Adaman an additional twelve percent (12%) of the annual BCF for administrative costs incurred by Adaman in connection with delivering water to the City pursuant to this Agreement. In addition, Adaman provides the City with potable water service at each New Well site and charges approved ACC rates for such service. The monthly bills from Adaman to the City under this Agreement will include the monthly charges for such services.
  - 5.4. If Adaman is required to seek approval of a bulk water tariff then Adaman shall, at its sole cost, submit an application to the ACC to have the ACC approve a tariff for bulk water sales consistent with the bulk water costs agreed to herein.
6. Rate Reopener Clause. Beginning in calendar year 2020 and thereafter, and in addition to any changes resulting from the annual CPI adjustment, Adaman may change the rate or rate structure hereunder at intervals occurring no more frequently than ten (10) years, based on changed circumstances, which include, but are not limited to, well

improvements, destruction or impairment, changes in law, changes in environmental regulations, and changes in technology, any of which have increased the costs of providing the service hereunder that is not otherwise captured in the amounts paid hereunder. In addition, Adaman may change the rate or rate structure hereunder based upon an increase over the term of this Agreement in the market value of the water that is not otherwise captured in the amounts paid hereunder, provided that any such market value increase shall not exceed three times the then-existing BCF.

- 6.1. Adaman must provide the City with written notice of the new rate and rate structure and documentation to substantiate the changed circumstances and the increased costs and/or the increase in market value at least one hundred eighty (180) days, but no later than January 15, before the new rate and rate structure become effective.
  - 6.2. If the City declines to accept the new rate or rate structure, the City may terminate this Agreement by giving written notice to Adaman at least sixty (60) days before the new rate and rate structure become effective.
  - 6.3. If the City gives notice pursuant to this Section, this Agreement shall remain in effect for a period of eighteen (18) months from the date of the City's notice, unless otherwise agreed by the Parties. During this period, the City shall pay the rate in effect at the time of such notice, subject to the annual CPI adjustment, and shall continue to have the same rights that the City would otherwise be entitled to under this Agreement. The contract reopener provisions contained in Section 21 of this Agreement are in addition to the rate reopener provision addressed in this Section 6.
7. System Enhancements and Improvements. The City shall pay for developing New Wells as may be necessary to satisfy the terms and conditions of this Agreement. The City shall also design and pay for storage and booster infrastructure and any pipelines necessary to deliver developed water from the New Wells to the point of delivery identified within the City's incorporated boundaries, such identification to be solely within the City's discretion.
8. Water Quality.
  - 8.1. No Warranties as to Quality of Raw Water. The City acknowledges and understands that it is accepting the water delivered by Adaman, or AIWDD or withdrawn by the City for use in the City's water distribution system on an "as-is" basis. Any necessary treatment and the cost of such treatment shall be the sole responsibility of the City. The City shall be responsible, at its sole cost and expense, for causing such water to meet water-quality standards required under the Safe Drinking Water Act and any other Applicable Law. Neither Adaman nor AIWDD make any covenants, guarantees, representations or warranties as to the quality of water delivered under this Agreement or the suitability of that water for potable or other use. "Applicable Law" means any statute, regulation, ordinance, rule, mandate, order, decree, permit, code, license requirement, or other governmental



requirement or restriction or any interpretation or administration of any of the foregoing by any Governmental Entity (defined below in Section 9) that applies to the subject matter of this Agreement.

- 8.2. Sampling. The City agrees to provide Adaman with copies of all sampling data obtained from water from the New Wells operated by the City.
9. Suspension of Water Withdrawals. Adaman shall not be obligated to provide water to the City under this Agreement if such sale violates any law or regulation related to the withdrawal and use of groundwater. If any Party receives notice from a Governmental Entity that the water withdrawals or deliveries contemplated by this Agreement violate any law or regulation related to the withdrawal and use of groundwater, the Parties shall meet and confer to evaluate amending this Agreement to the extent necessary to remedy the situation. At Adaman's sole discretion, Adaman shall have the right to suspend delivery of water from the New Wells to the City, in whole or part, until the matter has been resolved so as to comply with such Governmental Entity's laws or regulations. "Governmental Entity" means any governmental or quasi-governmental entity, agency, authority, board, commission, or governing body authorized by federal, state, or local laws or regulations as having jurisdiction over the subject matter of this Agreement.
10. Water Treatment.
- 10.1. MCL Levels. Adaman is responsible for all aspects of, and costs associated with the treatment of the water from the Initial Treatment Plant to ensure compliance with the drinking water standards and requirements established pursuant to Applicable Law.
- 10.2. Use of Treatment Plant. The Initial Treatment Plant shall not be used to treat water for the City, absent a separate agreement by the Parties allowing such use.
11. Billing and Payment.
- 11.1. Billing. Within fifteen (15) days after completion of each calendar month of this Agreement, Adaman shall provide the City with an itemized invoice for the following charges and expenses incurred during the previous month (the "Billing Month"): (i) in accordance with Section 5.1 hereof, the BCF multiplied by the number of acre feet or fractional acre feet of water delivered to the City; (ii) the cost of electricity pursuant to Section 5.2 hereof; (iii) Adaman's charge for water service to each New Well Site; and (iv) a twelve percent (12%) administrative fee, as provided in Section 5.3 hereof. At the City's request, Adaman shall provide cost substantiation for item 11.1(ii).
- 11.2. Payments. The City shall pay all invoices for each Billing Month upon receipt, but in no event later than thirty (30) days from the date of receipt of the invoice. The City shall pay interest on all invoiced amounts that remain unpaid by the dates established in this Agreement at prime rate (as published in *The Wall Street Journal*, or in the event it is no longer being published, a similar financial publication). Such interest shall be calculated and added to any unpaid amounts

on a monthly basis, but shall not be compounded or treated as recomputed principal. The foregoing shall not be construed to limit a Party's right to pursue any and all other remedies available to it under this Agreement or otherwise.

12. Operation and Maintenance.

12.1. Adaman shall be responsible for the operation and maintenance of the Existing Wells and the Initial Treatment Plant.

12.2. The City shall be responsible for the operation and maintenance of all New Wells that are used for water deliveries to the City, any water treatment facilities constructed by the City to treat water from the New Wells, any storage and booster station facilities developed by the City and any pipelines used by the City to transport water from the New Wells.

12.3. The City shall have the right to install and connect, at its sole expense, discharge piping to the AIWDD irrigation pipeline located at Well 13A for the City's sole use to flush Well 13A as deemed appropriate by the City. The City agrees to restrict/minimize the amount of water required to complete the flushing of the well. From time to time the well will need to be flushed for an extended period of time following repairs or maintenance and that flushing will be coordinated with AIWDD.

13. Reimbursement of Professional Service Fees. If the City requests that Adaman take actions in connection with this Agreement that require Adaman to hire professional engineering, consulting, or legal assistance, then Adaman may, in advance of incurring such charges, request reimbursement for the resulting reasonable engineering, consulting, and legal fees incurred by Adaman, and, based upon a scope and fee agreed to by the Parties, such professional fees shall not exceed \$20,000 per City fiscal year, adjusted in the same manner as the BCF, unless the Parties agree otherwise in a prior written agreement. All requests for reimbursement from the City shall be accompanied by an itemized invoice. The City shall promptly reimburse Adaman for fees authorized under this Section 13.

14. Metering. The City shall install, own, operate, and maintain all metering equipment necessary to measure the delivery of water to the City from the New Wells. The City shall maintain the accuracy of such metering equipment per manufacturer recommendations. Adaman may, at reasonable times, at its sole expense and after reasonable notice to the City, test or have tested such metering equipment to determine the accuracy thereof, and the City shall, at its expense, recalibrate such metering equipment, as required by the manufacturer, per industry standards of error.

15. SCADA System. The City may design and install or caused to be installed a SCADA system to enable remote monitoring and operation of any New Wells. The SCADA system shall allow the City to monitor the wells. The City shall be responsible for the operation and maintenance of the SCADA system.

16. Access; No Interference. Adaman and AIWDD shall allow the City full access to the New Wells, which include but are not limited to Well AP1, Well AP2, and Well AP3 (Adaman Well 13A) as necessary, and any New Wells that might be constructed by the City in the future, and all related infrastructure consistent with the terms and conditions with this Agreement. The City shall conduct all activities under this Agreement in a manner so as not to disrupt the operations of either Adaman or AIWDD.
17. Easements. After conveyance to AIWDD of the easements for Well AP1 and Well AP2 as described in Section 4.5 above, the City shall be deemed an agent or representative of AIWDD solely for purposes of the City's use of such easements for access and utility purposes as contemplated in this Agreement and any operation and maintenance agreement between them. Following the City's conveyance of the well sites for Well AP1 and Well AP2 and upon request by the City, AIWDD shall grant to the City, at no cost to the City, a recordable nonexclusive easement for access, operation, maintenance, repair and replacement for Well AP1 and Well AP2. Adaman and/or AIWDD shall provide, at no cost to the City, easements to the City for access, operation, maintenance, repair and replacement for Well AP3, and each New Well in a recordable form acceptable to the Parties. Adaman and AIWDD shall assist the City to obtain similar easements from ADOT in favor of the City, in a form acceptable to the City, for access, operation, maintenance, repair and replacement for Well AP3. Such easements will be coterminous with this Agreement. The Parties shall in good faith work cooperatively to execute and record the easements.
18. Withdrawal Rights. Groundwater withdrawn from New Wells may be withdrawn pursuant to any of the following rights, at the City's option, for up to 4.4 mgd.
  - 18.1. Adaman's service area withdrawal right.
  - 18.2. A Type 2 Right acquired by the City and approved by ADWR for withdrawals.
  - 18.3. Recovery Well permit – issued by ADWR to the City for the recovery of long-term storage credits or annual storage credits.
19. Joint Cooperation.
  - 19.1. Permits. The City shall obtain all necessary permits to meet all regulatory requirements necessary to effectuate the Parties' purposes for entering into this Agreement, including, but not limited to, well siting and drilling, well rehabilitation, well abandonment, water withdrawal, conveyance of water from Adaman to the City, water delivery, water quality, water treatment, construction of system improvements and storage and recovery.
  - 19.2. Acquisition of Property Rights. The City and Adaman shall work together to obtain all rights-of-way, easements, and land necessary for successful project development. The cost of acquisition of any such rights-of-way, easements and land shall be the City's responsibility.

- 19.3. Professional Service Contractors. Each Party shall work cooperatively with the other Parties' professional service contractors to effectively fulfill the purposes of this Agreement.
- 19.4. Sustainability. The Parties shall work together in good faith to develop a strategy on how to maximize the use of surface water supplies and consider other options to contribute to the affected aquifer's sustainability, including, but not limited to, evaluating potential aquifer recharge locations and developing recharge and recovery programs.
- 19.5. No Prohibition. To the extent Adaman determines that groundwater supplies in excess of the current estimated build-out demand of 8.1 mgd will need to be developed to serve Adaman's existing and future retail customers, such development and pumping is not precluded by this Agreement and shall be taken into account in the Study, as the Study is updated from time to time. To the extent Adaman and/or AIWDD sell water at wholesale to parties other than the City, such sales are not precluded by this Agreement, provided such sales do not adversely impact the City's delivery of 4.4 mgd for the term of this Agreement and any subsequent amendments agreed upon thereto, or otherwise adversely impact the City's ability to recover and deliver groundwater pursuant to any credits derived from City-funded direct recharge or in-lieu recharge projects within the boundaries of the Certificated Area. This Agreement does not limit AIWDD's right to withdraw groundwater or any other water from within AIWDD's boundaries, as such boundaries may change from time to time.
- 19.6. Mutual Aid. The City and Adaman agree to assist and support one another's water utility operations and maintenance during an emergency, to the extent reasonably possible.
20. Annual Reports and Withdrawal Fees.
- 20.1. Adaman Annual Reports. Adaman shall be responsible for the timely preparation and filing with ADWR of all reports required by ADWR relating to the withdrawal of groundwater or recovered water pursuant to this Agreement that is done pursuant to Adaman's service area withdrawal right, including Annual Groundwater Withdrawal and Use Reports. For each calendar year during the term of this Agreement, the City shall provide to Adaman any and all information reasonably requested by Adaman pertinent to the delivery of water to the City pursuant to Adaman's service area withdrawal right during the preceding calendar year pursuant to this Agreement. The City shall provide said information on or before January 31 of each year of this Agreement for the preceding calendar year. The City's obligation under this Section 20.1 shall survive termination of this Agreement until the City provides said information for the last calendar year of this Agreement.
- 20.2. City Annual Reports. The City shall be responsible for the timely preparation and filing with ADWR of all reports required by ADWR relating to water being

delivered to the City's water service area and withdrawn pursuant to the City's withdrawal authorities. Copies of all such reports shall be provided to Adaman at the time they are filed with ADWR.

- 20.3. Groundwater Withdrawal Fees and Water Quality Assurance Fees; Taxes. On or before January 31 of each year of this Agreement, the City shall, with respect to water withdrawn pursuant to Adaman's service area withdrawal right and delivered to the City pursuant to this Agreement or water withdrawn by the City pursuant to the City's withdrawal authorities; pay (i) all groundwater withdrawal fees imposed by ADWR pursuant to A.R.S. § 45-611; (ii) all water quality assurance fees imposed by ADEQ and collected by ADWR pursuant to A.R.S. §§ 45-616 and 49-282; (iii) all other water withdrawal or use fees imposed by ADWR; and (iv) any taxes, license fees, and/or other applicable governmental charges. The fees, taxes, and other governmental charges payable by the City pursuant to this Section 20.3 shall be based on the amount of water withdrawn from the New Wells under this Agreement.

21. Contract Reopener.

- 21.1. Any Party may request that this Agreement be modified upon one hundred eighty (180) days' notice to the other Parties, because of Extraordinary Circumstances. For purposes of this Section 21, "Extraordinary Circumstances" are circumstances that were not reasonably foreseeable by the Parties, are beyond the Parties' control, and have resulted in a substantial change in a Party's benefits or obligations under this Agreement.
- 21.2. This Section 21 is intended to apply to events including, but not limited to, changes in legislative authority, enactment of new environmental requirements, changes in water rights, changes in technology, and unanticipated or extraordinary cost of water treatment required to comply with environmental requirements.
- 21.3. If a Party requests that this Agreement be modified pursuant to this Section 21, the Parties agree to negotiate in good faith to reach a reasonable and equitable modification of this Agreement.
- 21.4. The Party requesting the modification shall have the burden of showing that the event causing the request for modification meets the requirements of Section 21.1 hereof, and that the modification requested is reasonable and equitable to the Parties and any modification shall be approved by ADWR and, if required, the ACC before it takes effect if required to preserve the intent of the Parties in this Agreement. The cost of any such approvals shall be the responsibility of the requesting Party.
- 21.5. This Section 21 does not preclude the Parties from modifying this Agreement by mutual consent for reasons that do not meet the requirements of Section 21.1 hereof.

22. Default and Termination.

22.1. Event of Default. The occurrence of any of the events set forth below shall constitute an Event of Default hereunder (“Event of Default”):

22.1.1. Failure or refusal of the Defaulting Party (as defined in Section 22.2 below) to timely perform any term, covenant, or condition pursuant to the terms and conditions of this Agreement;

22.1.2. Failure to make any payment required hereunder within thirty (30) days of written notice from the Non-defaulting Party (as defined in Section 22.2 below) that such payment is overdue, provided such payment is properly owed;

22.1.3. Failure to pay any fines, penalties, or forfeitures imposed after exhaustion of all appeals with respect to the subject matter of this Agreement by a Governmental Entity within the lesser of thirty (30) days of demand therefore by such Governmental Entity or the time period prescribed therein;

22.1.4. Unless caused by an Uncontrollable Circumstance, the failure to otherwise comply with any of the other obligations, covenants, agreements, terms, or provisions of this Agreement. “Uncontrollable Circumstance” means any act, event, or condition that is caused by or due to circumstances beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with performing its obligations hereunder (other than payment obligations) to the extent that such act, event, or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party.

22.2. Termination for Cause. Upon the occurrence of an Event of Default, in addition to any remedies available under this Agreement, in law, or in equity to the Party not in default (the “Non-defaulting Party”), the Non-defaulting Party shall have the right to terminate this Agreement immediately upon written notice to the Party responsible for the occurrence of the Event of Default (the “Defaulting Party”) if the Event of Default is not properly cured as provided herein.

22.2.1. If the Defaulting Party is the City, the City shall not be entitled to cost recovery from Adaman for any unamortized capital investment made by the City for Adaman’s benefit or any capital investment or expenditures otherwise made by the City in reliance on or pursuant to this Agreement. This provision shall not include those items installed or paid for by the City pursuant to Sections 4, 14, and 15. The City shall additionally have 90 days from the expiration or termination of this Agreement to remove

any and all City property and equipment. Such removal shall be at the sole expense of the City.

22.2.2. If the Defaulting Party is Adaman, in addition to or in lieu of the right to terminate this Agreement and seek any remedies available under this Agreement in law or in equity, the City may (i) cure Adaman's default and Adaman shall reimburse the City for the cost of such cure; or (ii) seek specific performance of this Agreement. If the Defaulting Party is Adaman, and the City elects to terminate this Agreement as provided herein, and any unamortized capital investment, as described in Section 5.1 hereof, remains outstanding, Adaman shall pay the City an annual amount equal to three percent (3%) of the BCF in effect on the date of termination multiplied by the average annual number of acre feet purchased by the City pursuant to this Agreement during the three (3) calendar years preceding termination, until such outstanding unamortized capital investment is repaid. These obligations shall survive termination of this Agreement.

22.3. Opportunity to Cure. The Defaulting Party shall have twenty-one (21) days following the receipt of written notice of an Event of Default by the Non-defaulting Party to cure the Event of Default, which notice shall clearly identify the specific nature of the Event of Default. As to nonmonetary Events of Default, if and to the extent the Event of Default cannot reasonably be cured within such twenty-one (21) day period, and if the Defaulting Party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period provided for herein shall extend for the period of time reasonably needed to cure.

22.4. Voluntary Termination. If this Agreement is terminated by the City pursuant to Section 6, above, or by agreement of the Parties pursuant to Section 21 above, then the following conditions shall apply:

22.4.1. The City shall have 90 days from the expiration or termination of this Agreement to remove any and all City property and equipment. Such removal shall be at the sole expense of the City.

22.4.2. If any unamortized capital investment, as described in Section 5.1 hereof, remains outstanding, Adaman shall have no obligation to repay such amount.

22.4.3. If any unamortized payment, as described in Section 4.3.2 hereof, remains outstanding, City shall have no obligation to repay such amount.

23. Indemnification.

23.1. The City shall indemnify and hold Adaman and AIWDD harmless for, from, and against all claims, penalties, costs, liabilities, damages, or losses of any kind, including reasonable attorneys' fees and costs, arising from or related to (i) the

acts or omissions of the City, its employees and/or agents; (ii) the delivery of water by the City to the City's customers; (iii) the quality of water served by the City to the City's customers; (iv) the use of water by the City or the City's customers; or (v) the introduction of water from the New Wells to a water treatment plant utilized to treat such water.

- 23.2. Adaman shall indemnify and hold the City harmless for, from, and against all claims, penalties, costs, liabilities, damages, or losses of any kind, including reasonable attorneys' fees and costs, arising from or related to (i) the acts or omissions of Adaman, its employees and/or agents; (ii) the delivery of water by Adaman to Adaman's customers; (iii) the quality of water served by Adaman to Adaman's customers; or (iv) the use of water by Adaman or Adaman's customers.
- 23.3. AIWDD shall indemnify and hold the City harmless for, from, and against all claims, penalties, costs, liabilities, damages, or losses of any kind, including reasonable attorneys' fees and costs, arising from or related to (i) the acts or omissions of AIWDD, its employees and/or agents; (ii) the delivery of water by AIWDD to AIWDD's customers; (iii) the quality of water served by AIWDD to AIWDD's customers; or (iv) the use of water by AIWDD or AIWDD's customers.
24. Insurance. Throughout the entire term of this Agreement, the City, Adaman and AIWDD shall, at their sole cost and expense, maintain in effect coverage with an entity authorized to do business in Arizona and reasonably acceptable to the other Parties, appropriate insurance, including, but not limited to, commercial general liability insurance, all-risks property insurance, workers' compensation insurance, and employers' liability insurance and naming the other Parties as additional insureds.
25. Miscellaneous Provisions.
- 25.1. Cancellation. Notice is hereby given of the provisions of A.R.S. § 38-511, as amended. By this reference, the provisions of that statute are incorporated in this Agreement to the extent of their applicability to contracts of the nature of this Agreement under the laws of the State of Arizona.
- 25.2. Entire Agreement. This Agreement (including all exhibits and any other attachments) constitutes the entire understanding between the Parties regarding the subject matter of this Agreement, supersedes any and all previous understandings between the Parties regarding the subject matter of this Agreement, and binds and inures to the benefit of the Parties, their successors, assigns and purchasers for value. None of the Parties has entered into this Agreement in reliance upon any oral or written representation or information provided by another Party.
- 25.3. Further Assurances. If a Party determines in its reasonable discretion that any further instruments, assurances or other things are necessary or desirable to carry out the terms of this Agreement, the other Parties shall execute and deliver all



instruments and assurances and do all things reasonably necessary or desirable to carry out the terms of this Agreement, including using its best efforts to negotiate and enter into any agreements that may become necessary and appropriate.

- 25.4. No Waiver. The failure of a Party to enforce at any time any of the provisions of this Agreement (or to require at any time performance by the other Parties of any of its provisions) is not to be construed as a waiver of such provisions and does not in any way affect the validity of this Agreement or the right of such Party to enforce any provision.
- 25.5. Modification and Waiver. A modification or waiver of all or any part of this Agreement is not valid unless it is reduced to a written agreement executed by the Parties.
- 25.6. Assignment. No Party shall assign this Agreement or the rights and privileges herein, in whole or in part, without the prior written consent of the other Parties. Absent such consent, any attempted assignment shall be void. Notwithstanding any assignment, each Party shall remain primarily liable and responsible for fulfilling the terms and conditions of this Agreement.
- 25.7. Governing Law; Jurisdiction. The laws of the State of Arizona govern the interpretation and performance of this Agreement. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.
- 25.8. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, illegal, or unenforceable to any extent in an arbitration or court proceeding and such holding has become final and non-appealable, the remainder of this Agreement and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.
- 25.9. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party. This Agreement does not create any duty, liability or standard of care to any person not a Party.
- 25.10. No Party the Drafter. This Agreement is the product of negotiation between the Parties. No Party is deemed the drafter of this Agreement.
- 25.11. Headings. Section headings used in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of any provision of this Agreement.
- 25.12. Survival. The Parties agree that each Party shall remain obligated to the other Parties under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. This

includes by way of example, but not limitation, the provisions addressing insurance, indemnification, damage reimbursement provisions, and removal of property upon termination or expiration.

- 25.13. Notices. Except as otherwise specified in this Agreement, any notice, demand, request, or other communication required or authorized by this Agreement to be given in writing to a Party shall be either (a) personally delivered; (b) mailed by registered or certified mail (return receipt requested), postage prepaid; (c) sent by overnight express carrier; or (d) sent by telecopy or electronic mail, in each case to the following address:

To Adaman at:

Adaman Mutual Water Company  
Attn: Scott Schofield  
16251 West Glendale Avenue  
Litchfield Park, Arizona 85340

or to such other address as Adaman may advise the other Parties in writing, and to the AIWDD at:

Adaman Irrigation Water Delivery District No. 36  
Attn: Scott Schofield  
16251 West Glendale Avenue  
Litchfield Park, Arizona 85340

or to such other address as AIWDD may advise the other Parties in writing, and to the City at:

City Manager  
City of Goodyear  
190 North Litchfield Road  
Goodyear, Arizona 85338

With a copy to:

City Attorney  
City of Goodyear  
190 North Litchfield Road  
Goodyear, Arizona 85338

or to such other address as the City may advise the other Parties in writing. The designation of such person and/or address may be changed at any time by a Party by giving written notice under this Section 25.13. All notices, demands, requests, or other communications sent pursuant to this Section 25.13 will be deemed received (i) if personally delivered, on the business day of delivery; (ii) if sent by telecopy or electronic mail before noon (12:00 p.m.) Arizona time, on the day sent

if a business day or, if such day is not a business day or if sent after noon (12:00 p.m.) Arizona time, on the next business day; (iii) if sent by overnight express carrier, on the next business day immediately following the day sent; or (iv) if sent by registered or certified mail, on the earlier of the third business day after the day sent or when actually received. Any notice by telecopy or electronic mail shall be followed by delivery on the next business day by overnight express carrier or by hand.

25.14. Authority and Responsibility. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

25.15. Authorizations. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign, and that no further action or approvals are necessary before execution of this Agreement.

25.16. Effect of Agreement. This Agreement supersedes and replaces in its entirety the Original Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into on the day and year first above written.

ADAMAN MUTUAL WATER  
COMPANY, an Arizona corporation

By: \_\_\_\_\_  
Name: Scott Schofield  
Its: \_\_\_\_\_  
Date \_\_\_\_\_

ADAMAN IRRIGATION WATER  
DELIVERY DISTRICT NO. 36, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Name: Scott Schofield  
Its: \_\_\_\_\_  
Date \_\_\_\_\_

CITY OF GOODYEAR, a municipal  
corporation and political subdivision of the  
State of Arizona

By: \_\_\_\_\_  
Name: Brian Dalke  
Its: City Manager  
Date: \_\_\_\_\_

ATTEST

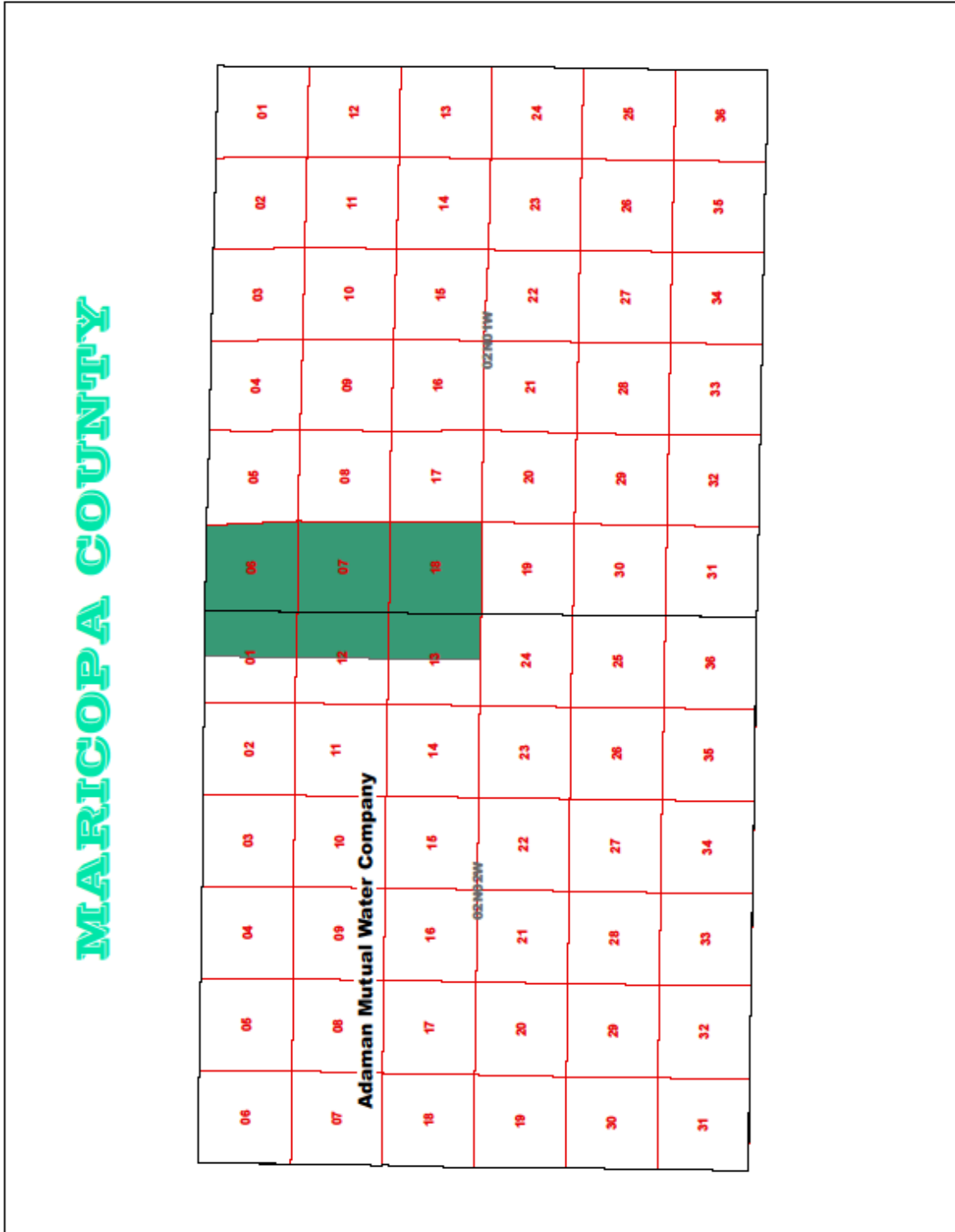
\_\_\_\_\_  
Darcie McCracken, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Roric Massey, City Attorney

# EXHIBIT "A"

## MAP OF CERTIFICATED AREA

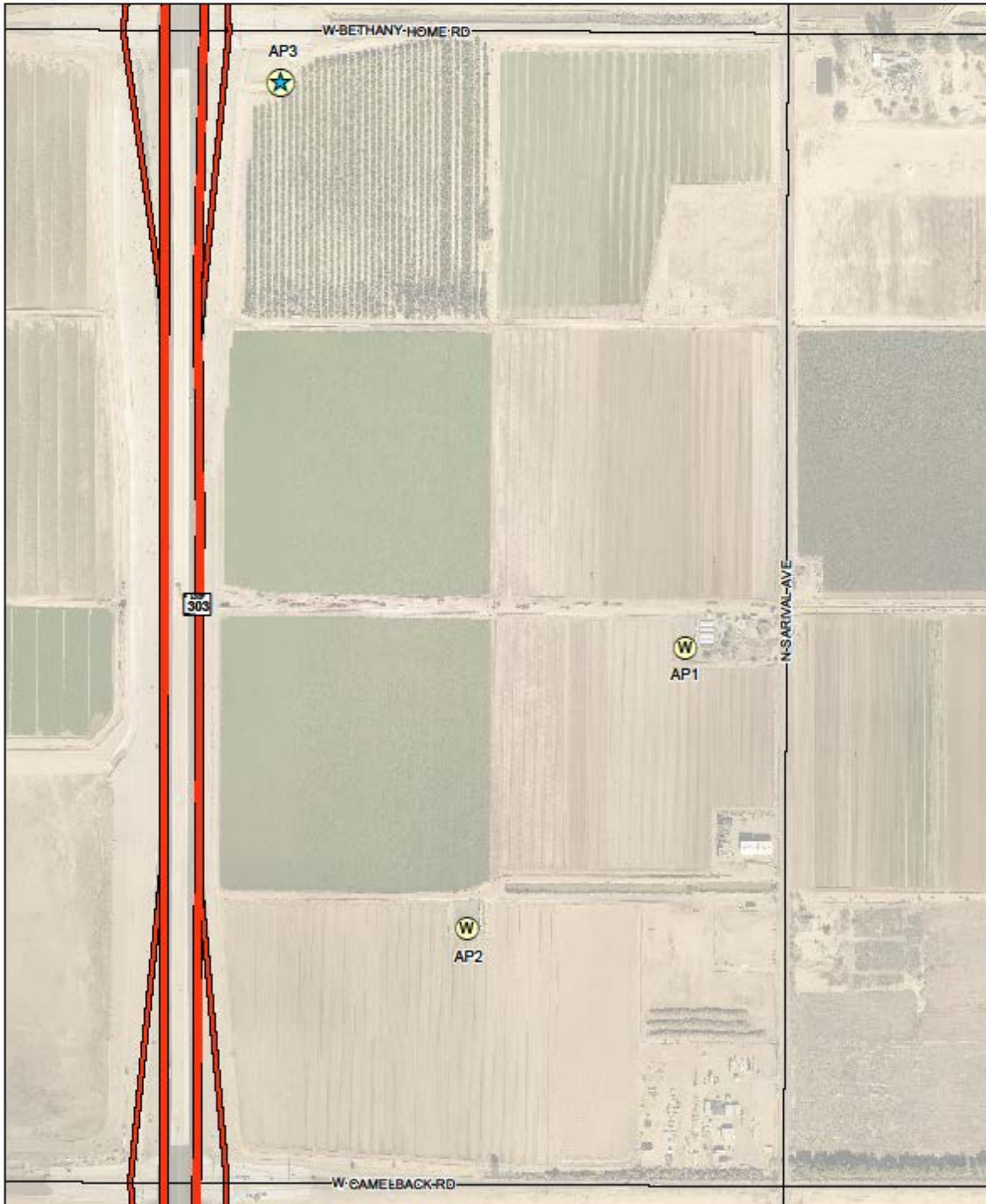


## MAP DEPICTING EXISTING WELLS



**EXHIBIT “C”**

**MAP DEPICTING NEW WELLS**



E

## EXHIBIT "D"

### SPECIAL WARRANTY DEEDS FOR WELL SITES





When Recorded, Mail to:  
City of Goodyear  
City Clerk/lrb  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

**SPECIAL WARRANTY DEED**  
EXEMPT FROM AFFIDAVIT UNDER A.R.S. SECTION 11-1134.A.3

The CITY OF GOODYEAR, an Arizona municipal corporation ("GRANTOR"), for the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT AND CONVEY to ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona ("GRANTEE"), its successors and assigns, the following described real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record; and

SUBJECT TO Grantor's rights to remove well equipment and other improvements under the terms of that Amended and Restated Bulk Water Delivery Agreement between Grantor, \_\_\_\_\_ Adaman Mutual Water Company, and Grantee dated \_\_\_\_\_, or any amendment or replacement thereof.

TO HAVE AND TO HOLD the above-described premises, together with all the rights and appurtenances thereto forever; and GRANTOR does hereby bind itself, its successors and assigns, to WARRANT title to said property only as it applies to the acts of GRANTOR herein.

IN WITNESS WHEREOF, this Special Warranty Deed is executed as of the date set forth below.

[Signatures on following page.]

GRANTOR:

CITY OF GOODYEAR,  
a municipal corporation  
of the State of Arizona

By: \_\_\_\_\_  
Name: Dan Cotterman  
Its: Interim City Manager  
Date: \_\_\_\_\_

STATE OF ARIZONA        )  
                                      )ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Dan Cotterman, the Interim City Manager of the City of Goodyear, an Arizona municipal  
corporation and political subdivision, on behalf thereof.

Notary Seal:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

WELL SITE NO. 1

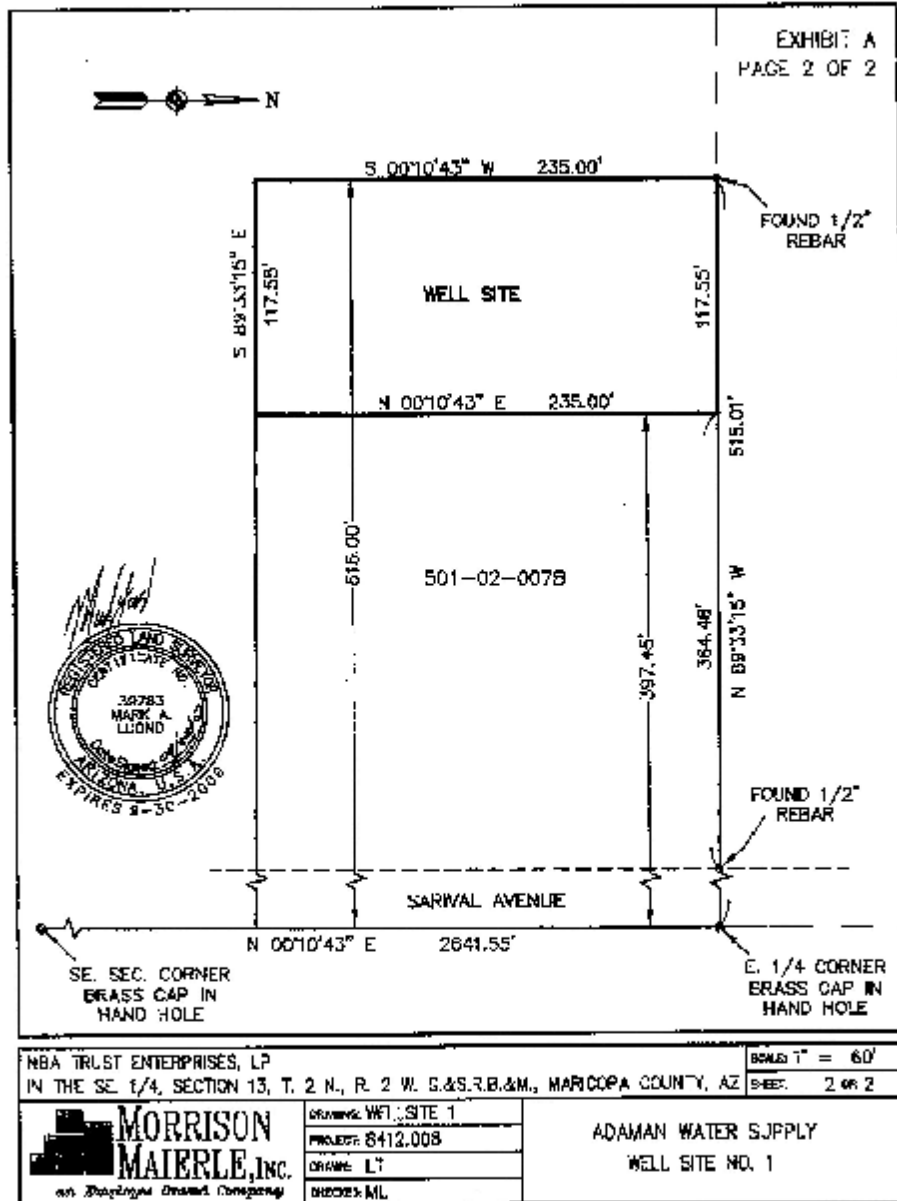
**NBA TRUST ENTERPRISES LIMITED PARTNERSHIP**

The North 235.00 feet of the West 117.55 feet of the East 515.00 feet of the Northeast Quarter of the Southeast Quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

(Containing 27,624 Square Feet, more or less)

EXCEPT all underground or subterranean water beneath the lands except that necessary for domestic use as distinguished from irrigation use as reserved by instrument recorded in Book 444 of Deeds, page 387, records of Maricopa County, Arizona.





When Recorded, Mail to:  
City of Goodyear  
City Clerk/Irb  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

**SPECIAL WARRANTY DEED**  
EXEMPT FROM AFFIDAVIT UNDER A.R.S. SECTION 11-1134.A.3

The CITY OF GOODYEAR, an Arizona municipal corporation ("GRANTOR"), for the consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT AND CONVEY to ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona ("GRANTEE"), its successors and assigns, the following described real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, covenants, conditions, restrictions, obligations and liabilities as may appear of record; and

SUBJECT TO Grantor's rights to remove well equipment and other improvements under the terms of that Amended and Restated Bulk Water Delivery Agreement between Grantor, \_\_\_\_\_ Adaman Mutual Water Company, and Grantee dated \_\_\_\_\_, or any amendment or replacement thereof.

TO HAVE AND TO HOLD the above-described premises, together with all the rights and appurtenances thereto forever; and GRANTOR does hereby bind itself, its successors and assigns, to WARRANT title to said property only as it applies to the acts of GRANTOR herein.

IN WITNESS WHEREOF, this Special Warranty Deed is executed as of the date set forth below.

[Signatures on following page.]

GRANTOR:

CITY OF GOODYEAR,  
a municipal corporation  
of the State of Arizona

By: \_\_\_\_\_  
Name: Dan Cotterman  
Its: Interim City Manager  
Date: \_\_\_\_\_

STATE OF ARIZONA        )  
                                      )ss.  
COUNTY OF MARICOPA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Dan Cotterman, the Interim City Manager of the City of Goodyear, an Arizona municipal  
corporation and political subdivision, on behalf thereof.

Notary Seal:

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





EXHIBIT A  
PAGE 1 OF 3

WELL SITE NO. 2

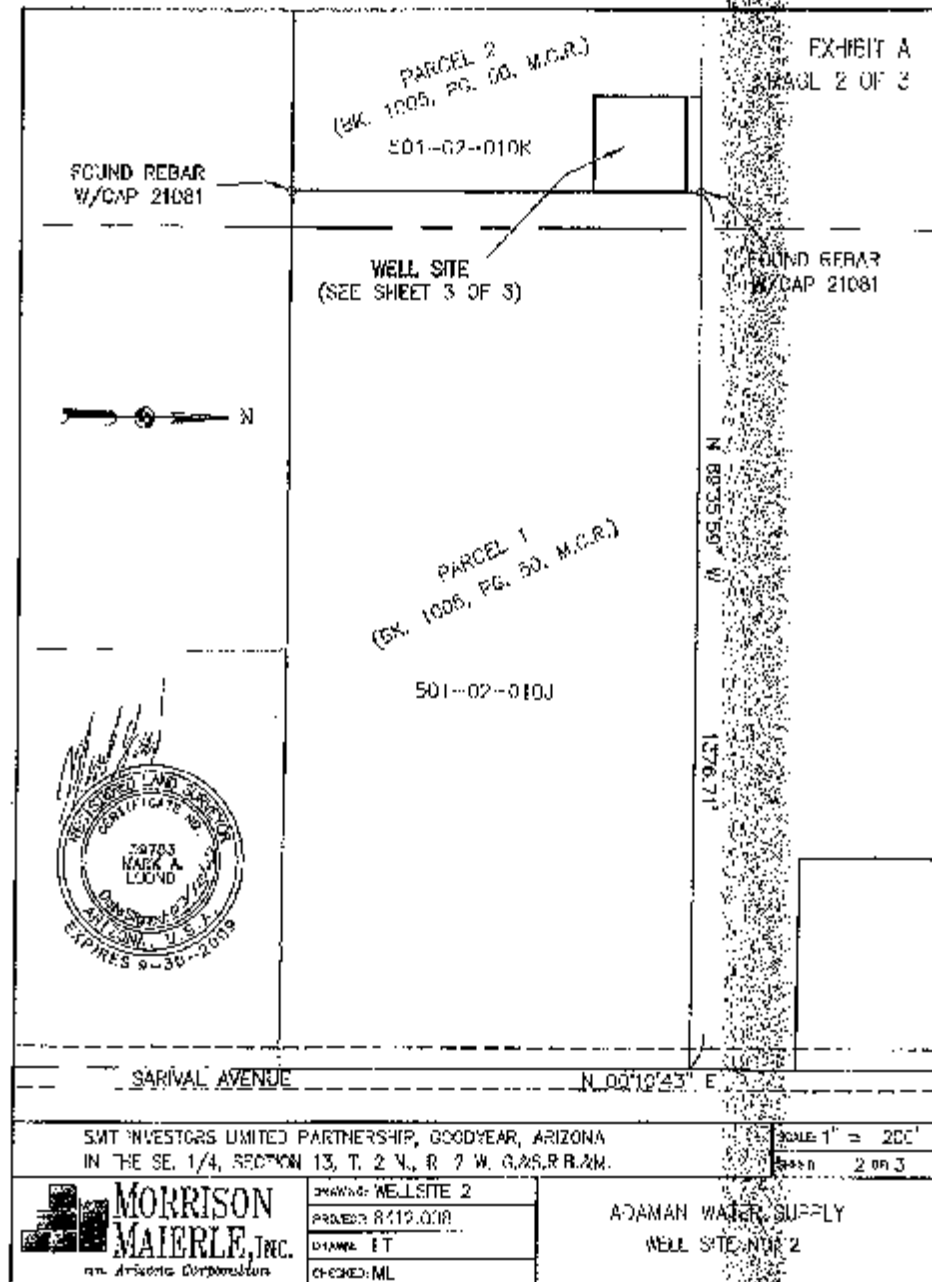
**SMT INVESTORS LIMITED PARTNERSHIP**

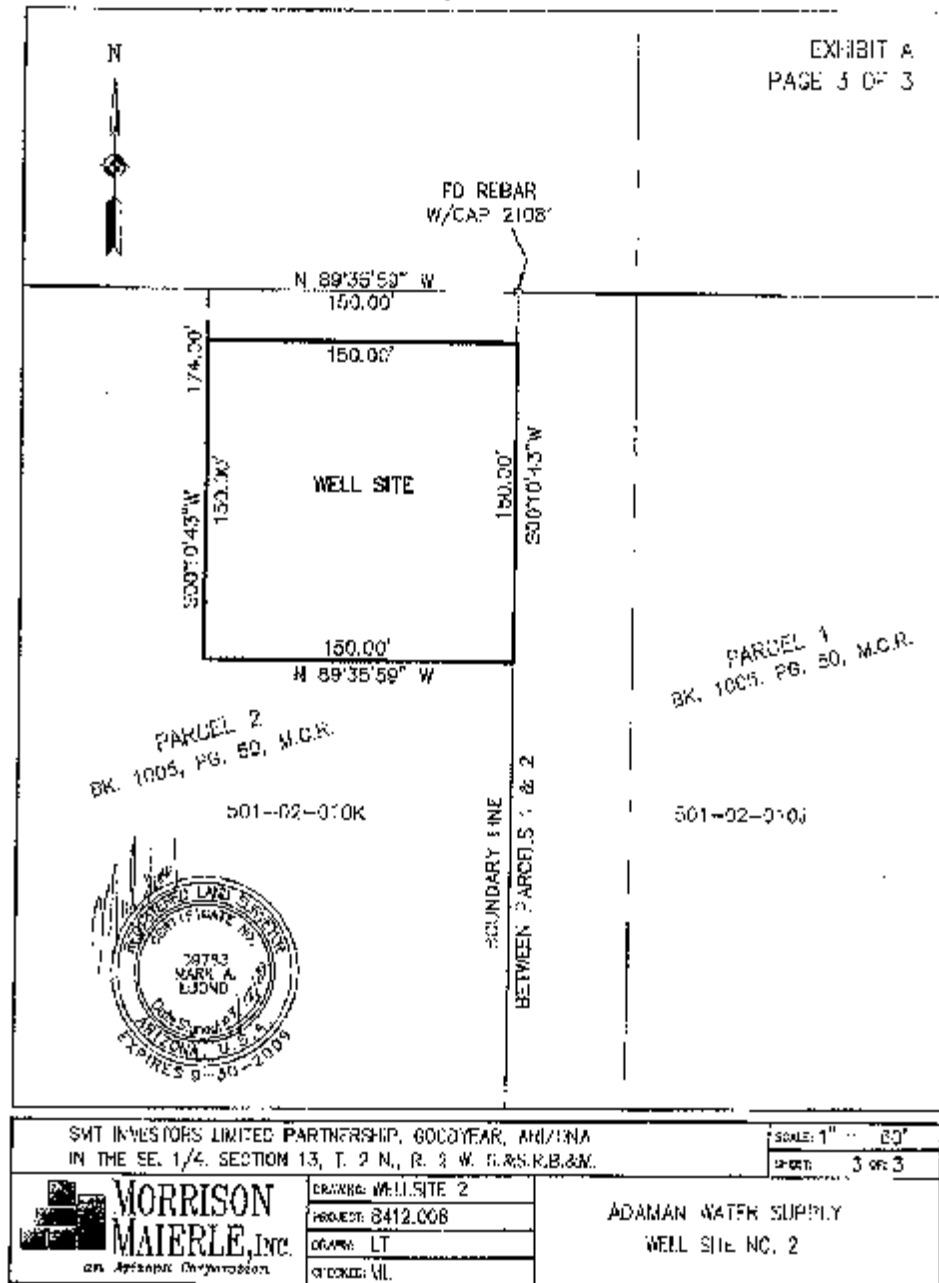
The South 150.00 feet of the North 174.00 feet of the East 150.00 feet of Parcel 2 as shown on that Minor Land Division Survey recorded in Book 1005, Page 50 and as described in Special Warranty Deed recorded as No. 20080729533, records of Maricopa County, Arizona, being in a portion of the South Half of the Southeast Quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

(Containing 22,500 Square Feet, more or less)



20090739533





**EXHIBIT “E”**

**DEEDS OF CONVEYANCE FOR EASEMENTS  
(GOODYEAR AS GRANTOR)**

When recorded mail to:  
City of Goodyear  
City Clerk/LRB  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**DEED OF CONVEYANCE OF EASEMENT  
ADAMAN WELL SITE #1**

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona municipal corporation**

GRANTEE:

**ADAMAN IRRIGATION WATER  
DELIVERY DISTRICT NO. 36, a political  
subdivision of the State of Arizona**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("Grantor") does hereby convey to **ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona** ("GRANTEE"), its successors and assigns, all of Grantor's easement rights for the real property situated in the County of Maricopa, State of Arizona, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

This is a conveyance of all rights and interests in and to the existing Non-Exclusive Permanent Access and Utility Easement, previously recorded on August 11, 2009 with the office of the Maricopa County Recorder in document No. 20090741801. Grantor does hereby covenant that it is conveying this easement only to the extent of any interest it may have in the property.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

State of Arizona        )  
                                  )ss.  
County of Maricopa    )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me Dan Cotterman, as Interim City Manager of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_

Notary Public

ACCEPTED by ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona, the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

On this day, personally appeared before me \_\_\_\_\_, as  
\_\_\_\_\_ of the ADAMAN IRRIGATION WATER DELIVERY  
DISTRICT NO. 36, a political subdivision of the State of Arizona, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

WELL SITE NO. 1 EASEMENT

NBA TRUST ENTERPRISES LIMITED PARTNERSHIP

The North 20.00 feet of the East 397.45 feet of the Northeast Quarter of the Southeast Quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

(Containing 7,949 Square Feet, more or less)

EXCEPT all underground or subterranean water beneath the lands except that necessary for domestic use as distinguished from irrigation use as reserved by instrument recorded in Book 444 of Deeds, Page 387, records of Maricopa County, Arizona.







When recorded mail to:  
City of Goodyear  
City Clerk/LRB  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**DEED OF CONVEYANCE OF EASEMENT  
ADAMAN WELL SITE #2**

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona municipal corporation**

GRANTEE:

**ADAMAN IRRIGATION WATER  
DELIVERY DISTRICT NO. 36, a political  
subdivision of the State of Arizona**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("Grantor") does hereby convey to **ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona** ("GRANTEE"), its successors and assigns, all of Grantor's easement rights for the real property situated in the County of Maricopa, State of Arizona, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

This is a conveyance of all rights and interests in and to the existing Non-Exclusive Permanent Access and Utility Easement, previously recorded on August 10, 2009 with the office of the Maricopa County Recorder in document No. 20090739536. Grantor does hereby covenant that it is conveying this easement only to the extent of any interest it may have in the property.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

State of Arizona            )  
                                      )ss.  
County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me Dan Cotterman, as Interim City Manager of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_

Notary Public

ACCEPTED by ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona, the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of Arizona       )  
                                  )ss.  
County of Maricopa    )

On this day, personally appeared before me \_\_\_\_\_, as  
\_\_\_\_\_ of the ADAMAN IRRIGATION WATER DELIVERY  
DISTRICT NO. 36, a political subdivision of the State of Arizona, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
SHEET 1 OF 2

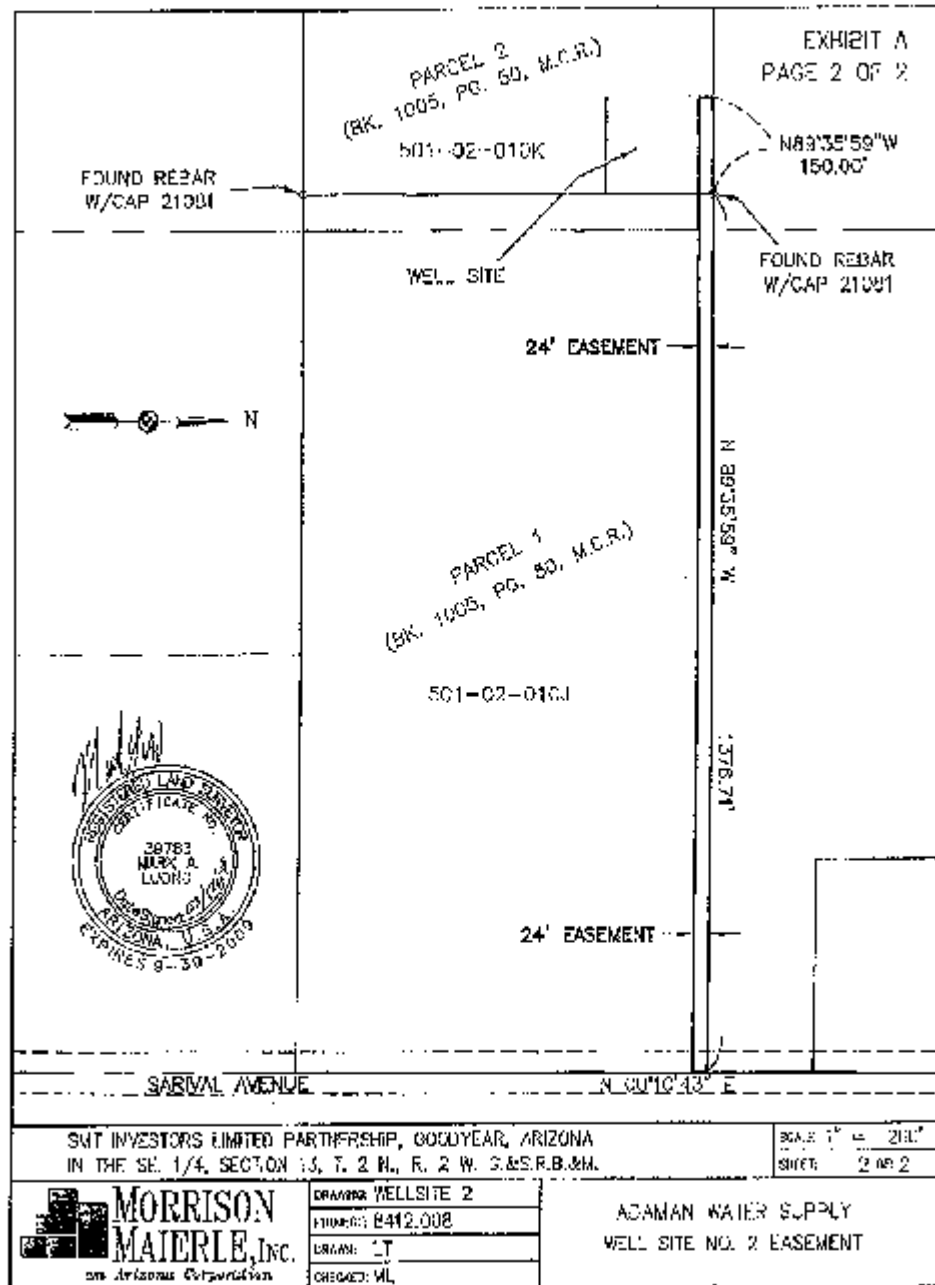
WELL SITE NO. 2 EASEMENT

**SMT INVESTORS LIMITED PARTNERSHIP**

The North 24.00 feet of Parcel 1 and the North 24.00 feet of the East 150.00 feet of Parcel 2 as shown on that Minor Land Division Survey recorded in Book 1005, Page 30 and as described in Special Warranty Deed recorded as No. 20080729533, records of Maricopa County, Arizona, being in a portion of the South Half of the Southeast Quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

(Containing 36,641 Square Feet, more or less)





When recorded mail to:  
City of Goodyear  
City Clerk/LRB  
190 N. Litchfield Road  
P.O. Box 5100  
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**DEED OF CONVEYANCE OF EASEMENT  
ADAMAN WELL SITE #2**

GRANTOR:

**CITY OF GOODYEAR, ARIZONA, an  
Arizona municipal corporation**

GRANTEE:

**ADAMAN IRRIGATION WATER  
DELIVERY DISTRICT NO. 36, a political  
subdivision of the State of Arizona**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, ("Grantor") does hereby convey to **ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona** ("GRANTEE"), its successors and assigns, all of Grantor's easement rights for the real property situated in the County of Maricopa, State of Arizona, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

This is a conveyance of all rights and interests in and to the existing Non-Exclusive Permanent Access and Utility Easement, previously recorded on August 10, 2009 with the office of the Maricopa County Recorder in document No. 20090739535. Grantor does hereby covenant that it is conveying this easement only to the extent of any interest it may have in the property.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_ Date: \_\_\_\_\_

State of Arizona            )  
                                      )ss.  
County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me Dan Cotterman, as Interim City Manager of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

\_\_\_\_\_

Notary Public

ACCEPTED by ADAMAN IRRIGATION WATER DELIVERY DISTRICT NO. 36, a political subdivision of the State of Arizona, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

State of Arizona        )  
                                  )ss.  
County of Maricopa     )

On this day, personally appeared before me \_\_\_\_\_, as  
\_\_\_\_\_ of the ADAMAN IRRIGATION WATER DELIVERY  
DISTRICT NO. 36, a political subdivision of the State of Arizona, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



EXHIBIT A  
SHEET 1 OF 2

WELL SITE NO. 2 EASEMENT

**SMT INVESTORS LIMITED PARTNERSHIP**

The North 24.00 feet of Parcel 1 and the North 24.00 feet of the East 150.00 feet of Parcel 2 as shown on that Minor Land Division Survey recorded in Book 1003, Page 30 and as described in Special Warranty Deed recorded as No. 20090729533, records of Maricopa County, Arizona, being in a portion of the South Half of the Southeast Quarter of Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

(Containing 36,641 Square Feet, more or less)



