

CITY CLERK
ORIGINAL



MXA # 3445
WO # 283445
DISTRICT # 7F
W S W&S

MAIN EXTENSION AGREEMENT

This MAIN EXTENSION AGREEMENT (this "Agreement") is made and entered into as of the 28 day of January, 2014 ("Effective Date") by and between EPCOR Water Arizona Inc, an Arizona corporation ("Utility"), and City of Glendale, an Arizona municipal corporation ("City")

RECITALS:

- A. The Federal Government has declared public water systems, including Utility's, to be critical infrastructure essential to the continued operation of the government and the nation
- B. Utility's water operations are governed by numerous federal and state statutes and regulations, and are subject to regulation by numerous federal and state agencies.
- C. Utility is a public service corporation within the meaning of Article 15, Section 2, of the Arizona Constitution and is authorized to provide potable water ("Utility Service") within portions of Maricopa County, Arizona, in accordance with a Certificate of Convenience and Necessity (the "CC&N") granted by order of the Arizona Corporation Commission (the "Commission")
- D. In connection with providing the Utility Service, Utility owns, operates and maintains an existing public water system adjacent to City's boundaries
- E. City is required to provide water service for irrigation along a portion of State Route 303 in Maricopa County (the "Irrigation Services"), but City does not have the water production or delivery infrastructure required to provide the Irrigation Services
- F. City has requested that Utility provide water service to City to enable City to provide the Irrigation Services.
- G. Pursuant to Arizona Administrative Code § R14-2-406 (**Exhibit D**), Utility is permitted to require customers requesting new water service to pay for the required water system infrastructure improvements required for that new service.
- H. In order for Utility to provide the requested water service to City, an extension to Utility's existing water system will be required, and Utility has no plans, and is under no obligations imposed by the Commission, as of the date of this Agreement to fund or construct that extension
- I. City, being obligated to provide the Irrigation Services, has determined that payment to Utility to construct the necessary extension to Utility's water delivery infrastructure to enable Utility to deliver water to City for the Irrigation Services at a delivery point within the CC&N constitutes a public purpose
- J. City has the authority, without infringing on Utility's rights as a public service corporation, to construct the necessary water production and delivery infrastructure to produce and deliver the water required by City for the provision of the Irrigation Services. The construction of such a "stand alone system" would require City to, among other things, acquire the necessary water rights and construct all of the necessary infrastructure to produce, transport and deliver the irrigation water. Following such construction, City would be required to own, operate, maintain and, when appropriate, replace the components of such infrastructure.
- K. City has determined that it is in the best interests of City and its residents that, instead of building a "stand alone water system" for the Irrigation Services, City pay Utility to construct

the extension to Utility's public utility water system to render that system capable of delivering the desired water to City at a delivery point within the CC&N.

- L. Pursuant to this Agreement, City will be required to obtain Utility's approval of City's plans for the construction by Utility of the required extension to Utility's water system, and, following Utility's construction of that extension, Utility will assume the ongoing ownership, operation and maintenance of the extension.
- M Utility and City must obtain certain regulatory approvals before the contemplated extension to Utility's water delivery system can be constructed by Utility

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties, each intending to be legally bound by this Agreement, hereby agree as follows:

- 1 DEFINITIONS: In addition to terms defined elsewhere in this Agreement, the following terms shall be defined as follows
 - 1.1 "ADEQ" means Arizona Department of Environmental Quality
 - 1.2 "City Authorizations" means, collectively, all of the permits and similar authorizations from regulatory agencies and other governmental agencies required by law or regulation to approve the City's engineered plans and specifications to allow Utility to construct the Main Extension, such as the Certificate of Approval to Construct as issued by the applicable regulatory agency.
 - 1.3 "Days" means calendar days.
 - 1.4 "Main Extension" means the pipelines, valves, hydrants, meters, services and other related water distribution appurtenances, as set forth in **Exhibits A and B**, necessary for Utility to deliver water to City, at a delivery point within the CC&N, for its provision of the Irrigation Services
 - 1.5 "Utility Authorizations" means, collectively, all of the authorizations that may be required by law or regulation for Utility to deliver water to City for its provision of the Irrigation Services, including, without limitation, certificates of convenience and necessity, operating agreements, franchises, permits and similar authorizations obtained from regulatory agencies and other governmental agencies, and all of the zoning clearances, construction permits and similar authorizations from regulatory agencies and other governmental agencies required by law or regulation for construction of the Main Extension by Utility
- 2 AUTHORIZATIONS
 - 2.1 Utility shall on a timely basis take all commercially reasonable steps necessary and use commercially reasonable efforts to obtain and renew all of the Utility Authorizations
 - 2.2 City shall on a timely basis take all commercially reasonable steps necessary and use all commercially reasonable efforts to obtain and renew all of the City Authorizations
 - 2.3 Utility's obligations hereunder are contingent upon its ability to obtain all of the Utility Authorizations and upon City obtaining all of the City Authorizations.

- 2 4 Water utility services provided by Utility to City to enable City to provide the Irrigation Services will be provided outside of this Agreement and pursuant to Utility's applicable rate tariff and the Commission's applicable rules and regulations.

3 MAIN EXTENSION

- 3 1 City will design, or cause to be designed, the Main Extension as approved by Utility in accordance with the terms of this Agreement. After Utility completes construction of the Main Extension, Utility will create, or cause to be created, as-built engineering plans of the Main Extension. City's costs for designing the Main Extension and obtaining all of the City Authorizations are refundable advances-in-aid-of-construction that are subject to refund in accordance with Paragraph 6 1.
- 3 2 Utility agrees to construct, own, operate and maintain an 8-inch waterline extension of approximately 965 feet for the purpose of furnishing Irrigation Services to the City. The estimated schedule of materials, unit quantities, and construction costs are set forth in **Exhibit B**.
- 3 3 As a condition to Utility's commencement of any construction activities with respect to the Main Extension, City will pay Utility, as a refundable advance-in-aid-of-construction, the amount of \$71,694.00 (the "Advance") for the Main Extension, which represents Utility's estimate of the cost of constructing the Main Extension as required for Utility's delivery of Utility Service to the City. The Advance includes all of the costs of constructing, installing, and connecting the Main Extension including, but not limited to, the costs of materials, labor, transportation, equipment, testing, corrections, insurance, bonds, and engineering construction management activities including the cost to draft the as-built engineering plans and to obtain permits for operation of the Main Extension, and Utility's labor and overhead, but does not include profit to Utility. The Advance is subject to refund in accordance with Paragraph 6 1.
- 3 4 Upon Utility's completion of the construction of the Main Extension, Utility shall tabulate Utility's total costs of such construction for the Main Extension (the "Actual Costs") If the amount of the Actual Costs for the Main Extension is less than the amount of the Advance, Utility will promptly refund to City an amount equal to the difference between the Advance and the Actual Costs. If the amount of the Actual Costs for the Main Extension is greater than the amount of the Advance, City will promptly pay to Utility an additional amount equal to the difference between the amount of the Actual Costs and the amount of the Advance.
- 3 5 City and Utility acknowledge and agree that the primary purpose for Utility's construction of the extension to Utility's water delivery system is to enable Utility to provide water to City for City's provision of the Irrigation Services. Utility confirms to City that City is being held to the same requirements as other new customers of Utility requesting water service that requires an extension of Utility's existing water delivery system. To the extent that the extension to be constructed results in an improvement to Utility's water delivery system, that improvement will be unavoidable and will be incidental to the primary purpose of that extension.
- 3 6 City shall, at no cost to Utility, and as a condition to Utility's commencement of construction of the Main Extension, grant or cause to be granted to Utility, a permanent easement, in a form reasonably satisfactory to Utility's legal counsel, for Utility's ownership, construction, operation, maintenance, replacement and removal of the Main Extension, including adequate access from public roadways. Each such easement shall be accompanied by a legal description stamped by a registered land surveyor in the State of Arizona and real property title report.

reasonably satisfactory to Utility's legal counsel. The assignment of easement shall be according to the example included in **Exhibit C**.

4 PLAN REVIEW AND APPROVAL

4.1 City will submit the following items to Utility for its review and approval:

4.1.1 Plans and specifications for the Main Extension;

4.1.2 Estimated number and size of meters and services, including landscape, that will be required for Utility's delivery of water to City at a delivery point within the CC&N for its provision of the Irrigation Services; and

4.1.3 Other items reasonably requested by Utility.

4.2 Utility will review the plans and specifications for the Main Extension. Utility will promptly approve the plans and specifications in writing, or provide City written review comments indicating items that need to be corrected or modified. Utility will not unreasonably withhold or delay its approval. If the plans and specifications are not approved by Utility, City will correct or modify the plans and specifications to address Utility's review comments and resubmit the plans and specifications for Utility's review and approval.

5 CONSTRUCTION REQUIREMENTS

5.1 With respect to the Main Extension, Utility estimates a construction start date of March 24, 2014, and a construction completion date of May 30, 2014.

5.2 Utility will not commence construction of the Main Extension until the following conditions are satisfied.

5.2.1 Utility has approved the plans and specifications in accordance with Section 4 of this Agreement,

5.2.2 This Agreement is approved by the Utilities Division of the Commission;

5.2.3 Utility has obtained all required Utility Authorizations;

5.2.4 City has delivered to Utility copies of all paid bills, invoices and other statements of expenses incurred by City covering all of the costs of engineering the Main Extension,

5.2.5 City has obtained, at its cost, all of the City Authorizations and other permits, zoning, easements and other approvals that are required by applicable law in advance of City's design and Utility's construction of the Main Extension;

5.2.6 City has paid to Utility the Advance in accordance with Paragraph 3.3,

5.2.7 City has granted all rights-of-way and easements to Utility in accordance with Paragraph 3.6

5.3 All plans, specifications, construction and installation of the Main Extension shall be in accordance with good utility and engineering practices, the rules, regulations and requirements of ADEQ, Utility's specifications and details, and the requirements of all other governmental agencies having jurisdiction over the Main Extension or

Utility's delivery of water to City

- 5.4 Utility reserves the right to deem its plan approval null and void if City does not meet all of its obligations under Paragraphs 5.2.3, 5.2.4, 5.2.5, 5.2.6 and 5.2.7 within one year after the date of Utility's initial plan approval. If Utility deems the plan approval null and void, City must resubmit plans and specifications for Utility's written approval
- 5.5 Utility reserves the right to deem this Agreement null and void if City does not meet all of its obligations under Paragraphs 5.2.3, 5.2.4, 5.2.5, 5.2.6 and 5.2.7 within one year after the Effective Date of this Agreement. If City has not met all of its obligations under Paragraphs 5.2.3, 5.2.4, 5.2.5, 5.2.6 and 5.2.7 within one year after the date of this Agreement, City may issue a written request to Utility for an extension of this Agreement. Utility's response to any such request for extension will not be unreasonably delayed, but will be within Utility's sole discretion. If Utility deems this Agreement null and void, Utility will provide written notice of cancellation of this Agreement to City.

6 FEES AND REFUNDS.

- 6.1 The City's costs and fees that are defined under this Agreement and the Utility's then-current tariffs to be refundable advances-in-aid-of-construction, will be refunded by Utility in accordance with Arizona Administrative Code Sec R14-2-406 (D) in force and effect on the Effective Date. A copy of the Arizona regulation is attached as **Exhibit D**. Any fees that are defined as contributions-in-aid-of-construction are non-refundable. For refundable advances-in-aid-of-construction (see **Exhibit E**), the amount to be refunded annually shall be ten percent (10%) of Utility's total gross revenues (excluding all gross receipts taxes, sales taxes and district, municipal, county, state and federally imposed regulatory assessments) derived from the provision of water service to each bona fide consumer (including City) whose service line is connected to the Main Extension. Refunds shall be payable for a period of ten (10) years from the date of completion of construction of the Main Extension, but in no event shall the refunds paid to City exceed the total amounts paid by City as advances-in-aid-of-construction. Any unrefunded balance of such advances remaining at the end of the applicable refund period shall become non-refundable. No interest shall be paid on any amount advanced by City.
- 6.2 City will pay in accordance with the terms of Utility's then-current tariffs, all applicable fees as specified in those tariffs, including, if applicable, a hook-up fee, for all water meters based on the estimated quantity and size to be installed for Utility's delivery of water to City for its provision of the Irrigation Services. Unless otherwise provided in an applicable tariff, any meter installation fee is considered an advance-in-aid-of-construction and any hook-up fee is considered a non-refundable contribution-in-aid-of-construction. The Parties understand the fees paid by City pursuant to this Paragraph 6.2 will be based on the estimated quantity and size of water meters to be installed. Utility may from time to time perform audits to confirm quantity and size of meters actually installed. The audit may result in a true-up payment occurring from Utility to City because of overpayment or by City to Utility because of underpayment, evidenced by statement from Utility to City.
- 6.3 If Utility determines that all or any portion of City's advances-in-aid-of-construction under this Agreement constitute taxable income to Utility as of the date of this Agreement or at the time Utility actually receives such advance, City will advance funds to Utility equal to the income taxes incurred by Utility as a result of any applicable Internal Revenue Service ("IRS") or Arizona Department of Revenue ("ADR") determination. Such funds shall be paid to Utility within thirty (30) days.

following Utility's notification to City that a determination has been made that any such advances constitute taxable income, whether by virtue of any determination or notification by a governmental authority, amendment to the Internal Revenue Code or the Arizona Revised Statutes, any regulation promulgated by the IRS or the ADR, or similar change to any statute, rule or regulation relating to this matter. Such notification shall include documentation reasonably necessary to substantiate Utility's liability for income taxes resulting from City's advances-in-aid-of-construction under this Agreement

7 GENERAL PROVISIONS

- 7.1 Utility shall, upon (A) completion of construction of the Main Extension, (B) receipt of City's payment of all fees required under this Agreement or by the terms of any then-current and applicable tariffs approved by the Utilities Division of the Commission, and (C) receipt of the Certificate of Approval of Construction from the applicable regulatory agency, begin to deliver water to City for its provision of the Irrigation Services, which water delivery by Utility will be outside the scope of this Agreement. For the avoidance of doubt, none of Utility's deliveries of water to City for its provision of the Irrigation Services will be provided under this Agreement, although certain activities of the parties under this Agreement are conditions precedent to Utility's delivery of that water. Such rates, charges and tariffs are subject to change from time to time upon approval by the Utilities Division of the Commission. Utility has no obligation to deliver water to City for its provision of the Irrigation Services until completion of construction of the Main Extension has occurred and all applicable tariff fees have been paid in full by City.
- 7.2 City acknowledges that Utility has the right to, and may in the future, connect its existing or future water systems to the Main Extension.
- 7.3 Unless the Commission issues a final order to the contrary, Utility will not be liable for damages occasioned by interruptions or failure to commence service or unsatisfactory service or any act or failure to act arising out of this Agreement caused by an act of God or the public enemy, accident, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in Utility's production, storage, transmission, distribution, collection, and other related facilities. The foregoing is not intended, and shall not be interpreted, to limit Utility's obligations as a public service corporation under applicable Arizona law or to limit City's right to seek recourse before the Commission for issues relating to Utility provision of, or failure to provide, water service to City.
- 7.4 Utility does not provide fire protection services and does not warrant, guarantee or represent that any water utility services it provides will comply with any fire-protection requirements of any governmental agency, or of any county, municipal, or private fire protection providers. Utility will allow public and private fire protection providers to use water from its system for fire-fighting purposes, provided that Utility's normal system demands are first met and water system pressure is not decreased to less than 20 pounds per square inch.
- 7.5 City will defend, indemnify and hold harmless Utility, its officers, directors, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death,

loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of City, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, City's obligations under this Agreement; provided, however, that City shall not be required to indemnify Utility to the extent of any negligent or wrongful acts of Utility, its officers, directors, agents or employees

- 7.6 Utility will defend, indemnify and hold harmless City, its officials, agents, and employees from and against any and all claims, damages, judgments, fines, penalties, assessments, costs and expenses, including attorneys' fees and court costs, to which they or any of them may be subjected by reason of injury, death, loss, claim, penalty, assessment or damage caused or contributed to by the active or passive negligence or willful misconduct of Utility, its agents, servants, employees, contractors or subcontractors in the execution of, or failure to execute, Utility's obligations under this Agreement, provided, however, that Utility shall not be required to indemnify City to the extent of any negligent or wrongful acts of City, its officials, agents or employees.
- 7.7 The failure of either party to this Agreement to enforce any of the provisions of this Agreement or the waiver by either party of any of its rights under this Agreement in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect
- 7.8 Communications under or relating to this Agreement shall be sent to City addressed as follows.

Robert J. Darr
Transportation Manager
5800 West Glenn Drive, Suite 315
Glendale, Arizona 85301

With copies to

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Or to such other address or addresses as City may advise Utility in writing, and to Utility at

EPCOR Water Arizona Inc
Attn Director of Engineering
2355 West Pinnacle Peak Road, Suite 300
Phoenix, Arizona 85027

- 7.9 Nothing in this Agreement shall at any time be construed so as to create a relationship of employer and employee, partnership, principal and agent, or joint venturer as between Utility and City or to authorize or enable either party to incur any costs or expenses on behalf of the other party. City shall be solely responsible for the means, methods, techniques, sequences and procedures it utilizes in connection with the design of the Main Extension
- 7.10 This Agreement is governed by and construed in accordance with the laws of the State of Arizona, without giving effect to its conflicts of laws provisions, and its

performance shall be subject to regulation by Arizona and federal regulatory agencies with jurisdiction. This Agreement shall be of no force or effect unless and until it is approved by the Utilities Division of the Commission. Utility shall submit it to the Utilities Division of the Commission promptly upon its execution by both of City and Utility.

- 7.11 This Agreement represents the entire understanding between the parties with respect to its subject matter, superseding all prior communications, understandings and agreements of or between the parties with respect to such subject matter. There are no oral or collateral agreements between the parties with respect to such subject matter. All changes or amendments to, and any termination of, this Agreement must be in writing and signed by Utility and City.
- 7.12 This Agreement shall be binding upon and inure to the benefit of Utility and City and their respective legal representatives, successors and assigns. City or Utility shall not assign its rights, obligations or interest in this Agreement without the prior written consent of the other party, and any attempted assignment without such consent shall be void and of no effect. There are no third-party beneficiaries under this Agreement.
- 7.13 All agreements with the City are subject to cancellation for conflicts of interest under the provision of A.R.S. § 38-511.
- 7.14 Utility certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

[Signatures follow (next two pages)]

EPCOR Water Arizona Inc.
an Arizona corporation

SB
Printed Name: Shawn Bradford
Title: Director of Operations
Date: 1/14/14

Acknowledgment – EPCOR Water Arizona Inc.

STATE OF Arizona)
County of Maricopa) ss

The foregoing instrument was acknowledged before me on January 14,
2014 by Shawn Bradford [EPCOR Representative], Director of Operations [Title]
of EPCOR Representative] of EPCOR Water Arizona Inc., an Arizona corporation, on behalf of the
corporation

Karan L Moore
Notary Public

My Commission expires: July 1, 2017

Seal



City of Glendale
an Arizona municipal corporation



Printed Name Brenda S Fischer

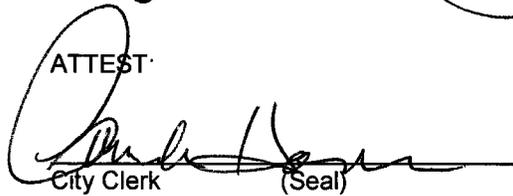
Title City Manager

Date 1-30-2014

APPROVED AS TO FORM.



City Attorney

ATTEST


City Clerk

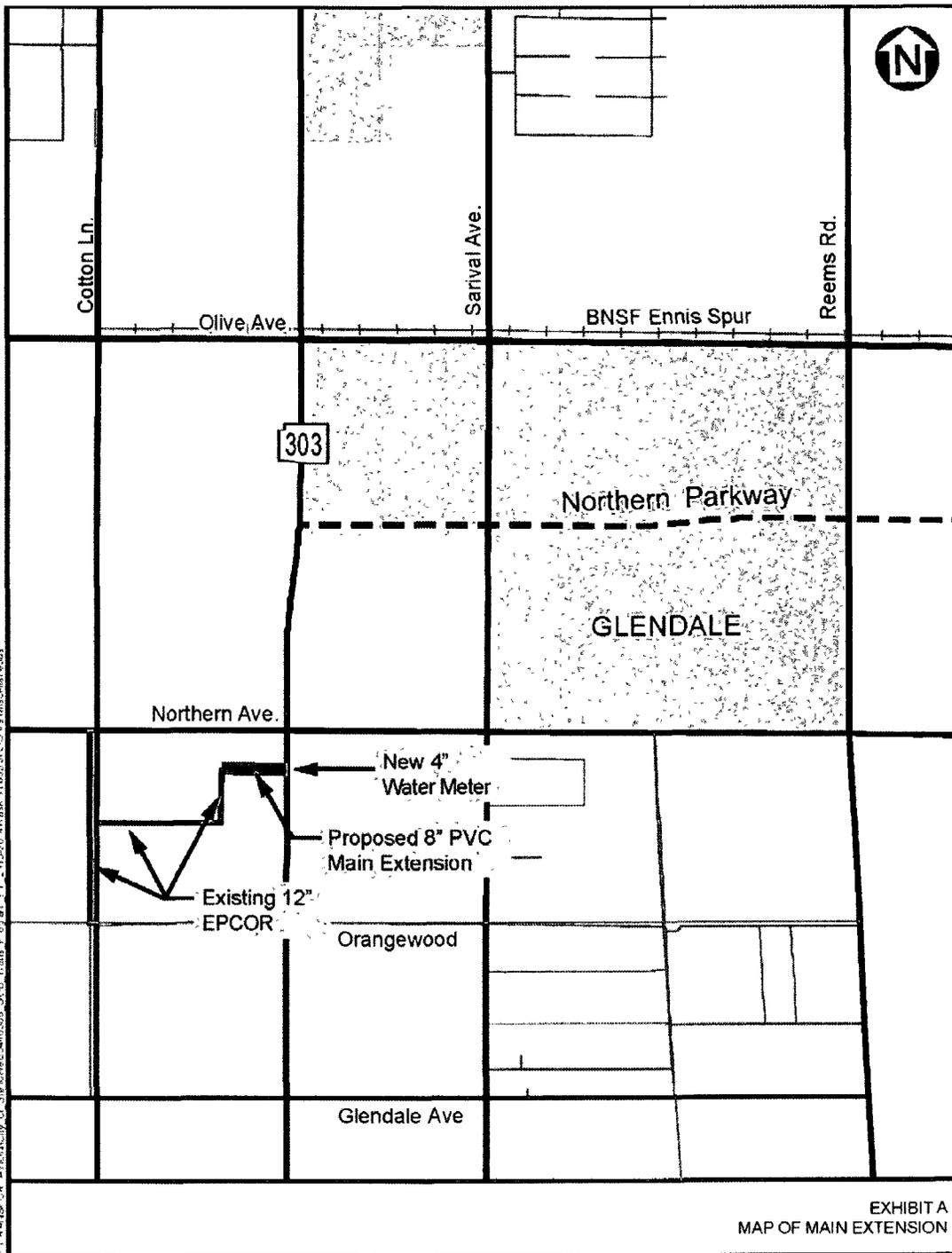
(Seal)

LIST OF EXHIBITS

- EXHIBIT A - Map of Main Extension
- EXHIBIT B - Line Item Description of Main Extension and Construction Cost Estimate
- EXHIBIT C - Example Assignment of Waterline Easement
- EXHIBIT D - Arizona Administrative Code § R14-2-406 D
- EXHIBIT E - Project Cost Estimate

EXHIBIT A

MAP OF MAIN EXTENSION



P:\2013\Projects\Loop 303\GIS\Map\Task 1\Loop 303\Drawings\Miscellaneous

EXHIBIT B

**LINE ITEM DESCRIPTION OF MAIN EXTENSION AND
CONSTRUCTION COST ESTIMATE**

EXHIBIT B

SCHEDULE OF BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL AMOUNT
1	Pavement Replacement per MAG STD Detail 200-1 "T-Top" Trench Repair.	SY	6	308.30	1849.80
2	Install 8-inch C-900 - Class 200 - DR14 Waterline Pipe per EPCOR STD Detail 350-1 (See Sheet C-2.03) with 4'-0" MIN Cover. Utilize Mechanical Joint Restraint Devices per Manufacturer requirements and install Thrust Blocks per MAG STD Detail 380.	LF	933	30.47	28428.51
3	Install 6-inch Ductile Iron Pipe. Restrain all joints per MAG STD Detail 303.	LF	10	39.73	397.30
4	Install 8-inch Ductile Iron Pipe. Restrain all joints per MAG STD Detail 303.	LF	20	80.32	1606.40
5	Connect to existing 12-inch Water Main, Install 8-inch Tapping Sleeve (Stainless Steel Cascade JCM Brand) and Valve per MAG STD Detail 340. Contractor to verify location and cover of existing water main.	EA	1	4199.71	4199.71
6	Above ground 4-inch compound water meter with strainer, enclosure, and concrete pad per EPCOR STD Detail 345-2 (See sheet C-2.03). Meter and Strainer provided by EPCOR after payment is received by Contractor.	EA	1	92999.15	92999.15
				This cost includes \$2,288 for the meter and strainer, and \$82,000 for the Hook-Up Fee	
7	8-inch Resilient seated, solid wedge gate valve, box, and cover per MAG STD Detail 391-1. Concrete blocking for valve per COG STD Detail G-601.	EA	3	1309.84	3929.52
8	Cap 6-inch DIP at ADOT ROW limit with 2-inch tapped cap and install potable curb stop (Blow off) with 2-inch flushing pipe in steel meter box per EPCOR STD Detail 390-1 (See sheet C-2.03).	EA	1	807.35	807.35
9	Performance Bond	LS		1850.00	1850.00
10	Labor & Material Bond	LS		1850.00	1850.00
11	Insurance	LS		2815.00	2815.00
12	Construction Survey (incl. as-built surveying of fittings)	LS		2423.91	2423.91
14	Other Items Not Listed:				
15					
TOTAL BID *					\$143,156.65
NAME OF FIRM: <u>NPL Construction DBA</u> <u>TPL Construction Co.</u>		ONE Hundred forty three thousand ONE hundred fifty six dollars (IN WRITING)			
SIGNATURE: <u>[Signature]</u> (OFFICER OF COMPANY)		AND <u>Sixty five</u> CENTS (IN WRITING)			
(THE WRITTEN WORD AMOUNT TAKES PRECEDENCE OVER THE FIGURE AMOUNT.)					

* The total bid amount of \$143,156.65 includes \$2,288 for the meter and strainer, and \$82,000 for the Hook-Up Fee

EXHIBIT C

EXAMPLE ASSIGNMENT OF WATERLINE EASEMENT

WHEN RECORDED, RETURN TO:

City Clerk, City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, Arizona 85301

ASSIGNMENT OF WATERLINE EASEMENT

THIS ASSIGNMENT OF A WATERLINE EASEMENT ("the Assignment") is made this ____ day of _____, 2013 by and between the CITY OF GLENDALE, an Arizona municipal corporation, ("City"), and **EPCOR Water Arizona Inc.**, an Arizona corporation, as ("EPCOR") in order to complete all transactions and perform all acts necessary to install, construct, operate, maintain, inspect, repair, replace and add to water lines, and attached facilities, including laterals and connections for the distribution of water and appurtenant facilities (collectively, "Assignee's Facilities") upon, across, above and under the surface of the premises as described in Attachment 1

RECITALS

- A For valuable consideration the City of Glendale, acquired a certain Easement (Maricopa County Recorder's office document No. 20110893080) on or across specific tract of land, granting to Assignor the right-of-way upon and across (over and under, as appropriate) the real property, as described in the attached EXHIBIT A of Attachment 1 and made a part hereof for all purposes; and
- B As part of the underlying Agreement between City and EPCOR, City now desires to assign the Easement to EPCOR, and EPCOR will accept the assignment

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City hereby assigns to the EPCOR, its successors in interest and assigns, all of its right, title, and interest in and of the Easement described in the attached ATTACHMENT 1 EPCOR accepts the Assignment of the Easement and agrees to perform and fulfill all of the terms, covenants, conditions, and obligations of the Assignment

This Assignment shall be binding on and inure to the benefit of the parties, their successors-in-interest, and assigns

IN WITNESS WHEREOF, the City has executed and Assigned this Easement as of the day and year first written below.

City of GLENDALE

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of MARICOPA)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2013 personally appeared _____, who acknowledged himself to be the _____ of City of Glendale and that he as such officer, being authorized to do so, executed the foregoing Assignment of Waterline Easement and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public

My Commission expires:

ATTEST

APPROVED AS TO FORM:

City Attorney

WHEN RECORDED, RETURN TO:

City Clerk, City of Glendale
5850 West Glendale Avenue, Suite 455
Glendale, Arizona 85301

EA:
ch:

WATERLINE EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, WHITE TANKS STORAGE, INC., an Arizona corporation, also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation ("Grantor"), does hereby give, grant and convey to CITY OF GLENDALE, an Arizona municipal corporation, and its successors and assigns (collectively, "Grantee"), a perpetual easement and a free, uninterrupted and unobstructed right of way to install, construct, operate, maintain, inspect, repair, replace and add to water lines, attached facilities, including laterals and connections for the distribution of water, and appurtenant facilities (collectively, "Grantee's Facilities") upon, across, above and under the surface of the premises hereinafter described.

The property of Grantor subject to the easement and right of way granted herein is more particularly described in Instrument No. 10-0535961, Records of Maricopa County, Arizona, ("Grantor's Premises"). The easement and right of way granted herein encompass the premises described in Exhibits A, A1, B and B1 attached hereto and by this reference made a part hereof.

Together with the right to Grantee, either using its own personnel or contractors, to (i) enter in and upon the easement and right of way granted herein with personnel and machinery, vehicles and material at any and all times to install, operate, repair, replace, maintain, remove and add to Grantee's Facilities, (ii) remove trees, bushes, undergrowth and other obstructions interfering with Grantee's enjoyment of its rights granted herein, and (iii) do anything necessary, useful or convenient for the enjoyment of its rights granted herein, with access to and egress from the easement granted herein to permit normal operations of Grantee in connection with Grantee's Facilities. Grantee will have unrestricted access to the easement granted herein for activities described above and formal notification of or approval by any entity or association prior to accessing the easement will not be required. Grantor acknowledges that Grantee's Facilities are or will be above and below ground and that the installation, construction, maintenance, repair and replacement of, or addition to, Grantee's Facilities may require the use of heavy equipment by Grantee. Additionally, these facilities may require maintenance and/or repair anytime, day or night.

The right of Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with Grantee's exercise of its rights under this Easement or with Grantee's Facilities located within the easement granted hereby. Without limiting the generality of the foregoing, Grantor shall have the right to construct and erect fences, to install landscaping, parking facilities and driveways, and to establish other uses which are not inconsistent with Grantee's uses within the limits of the easement granted herein and in a manner which will not unreasonably interfere with Grantee's rights granted under this Easement. Notwithstanding the foregoing, (i) Grantor shall not erect or construct or permit to be erected or constructed any building, structure or similar improvement within the limits of the easement granted herein, (ii) Grantor shall not, nor permit, the grade over Grantee's facilities to be substantially altered without, in each instance, the prior written consent of Grantee, and (iii) Grantor agrees that no other pipes or conduits shall be placed within the premises subject to the easement granted herein, except pipes crossing Grantee's Facilities at right angles, in which case, a minimum vertical distance of two (2) feet (as measured from the closest points on the outside edges) shall be maintained between Grantee's Facilities and such other pipes or conduits. Unless Grantee's expressly consents in writing otherwise, any and all sewer pipes crossing the easement granted herein shall be laid below Grantee's Facilities.

Attachment 1

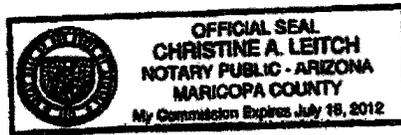
This Easement and the rights granted to Grantee herein constitute a covenant running with the land for the benefit of Grantee and shall be binding upon Grantor and its successors and assigns. Grantee shall have the full and unrestricted right to assign all or any of its rights hereunder to one or more third parties for the uses herein permitted, individually or jointly with Grantee. Grantor further warrants and covenants to Grantee that Grantor is the owner in fee simple of Grantor's Premises and has good title to convey the rights granted hereunder to Grantee and that Grantee shall quietly enjoy the easement and right of way granted herein.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first written below.

WHITE TANKS STORAGE, INC., an Arizona corporation,
also shown of record as WHITE TANK STORAGE, INC., an Arizona corporation

By: B.A. DuRand
Its Secretary

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 22nd day of Sept, 2011 personally appeared B.A. DuRand, who acknowledged himself to be the Secretary of WHITE TANKS STORAGE, INC., also shown of record as WHITE TANK STORAGE, INC., and that he as such officer, being authorized to do so, executed the foregoing Waterline Easement and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Christine A. Leitch
Name

Title

My Commission expires:

July 18, 2012

APPROVED AS TO FORM:

Craig Tindall
Craig Tindall, City Attorney

20110893080

Attachment 1

URS

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
NEW WATERLINE EASEMENT**

That portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, said property lying within the Northwest quarter of Section 1, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1 (brass cap in handhole) from which the North quarter corner of said Section 1 (aluminum cap flush) bears South 89°48'26" East, 2633.29 feet;

thence South 89°48'26" East, 1355.75 feet along the North line of said Northwest quarter of Section 1;

thence departing said North line South 00°11'34" West, 65.00 feet to the South right of way of West Northern Avenue and the Northeast corner of a 40.00 foot Ingress and Egress easement set forth as "PARCEL NO. 2" in Instrument No. 08-0848861, records of Maricopa County, Arizona;

thence departing said South right of way South 00°54'20" West, 731.96 feet along the East line of said 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING;

thence departing said East line South 89°48'14" East, 960.91 feet to the proposed westerly right of way of State Route 303 (S.R. 303);

thence South 06°55'15" East, 12.09 feet along said proposed westerly right of way to a southerly line of said certain property;

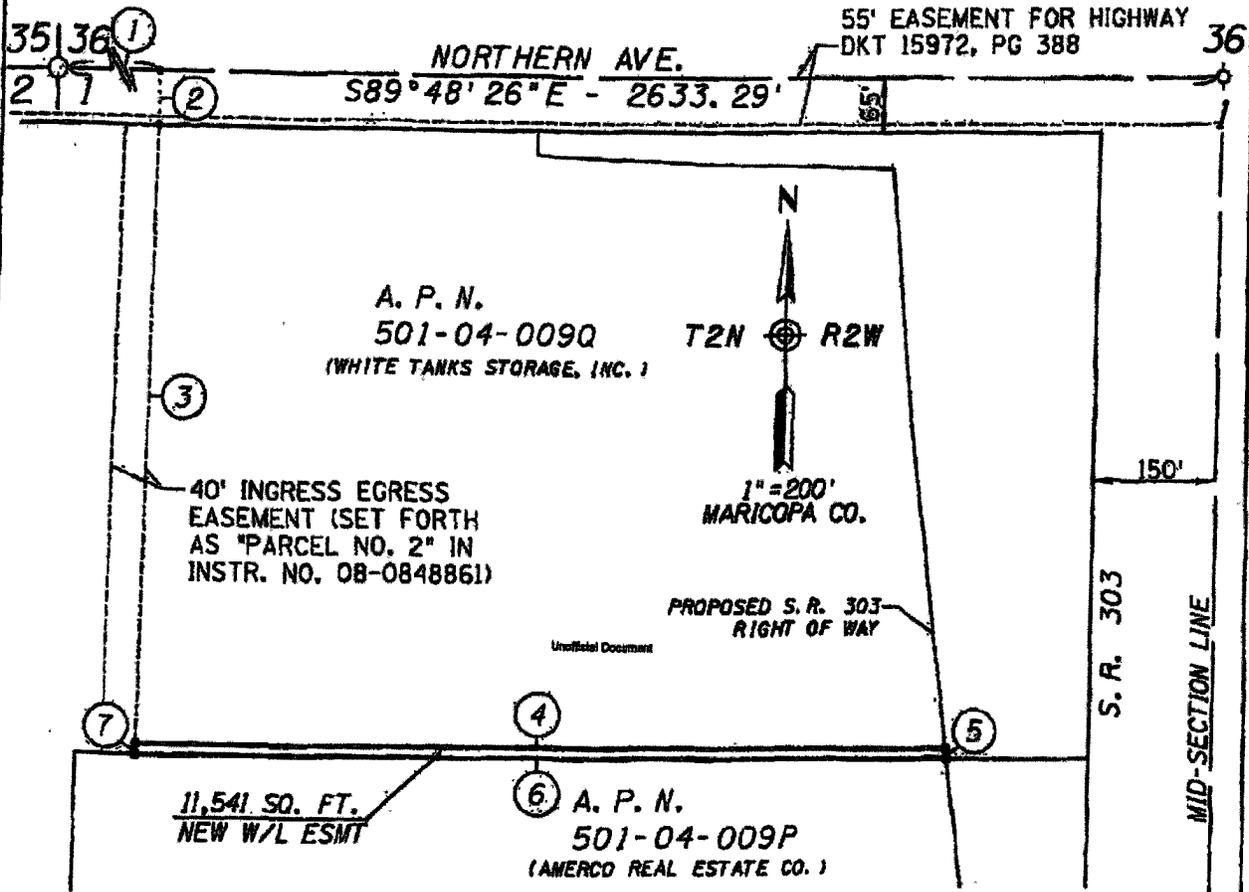
thence departing said proposed right of way North 89°48'14" West, 962.56 feet along said southerly line to the Southeast corner of said 40.00 foot Ingress and Egress easement;

thence departing said southerly line North 00°54'20" East, 12.00 feet along said East line of 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING.

Said New Waterline Easement contains 11,541 square feet or 0.2649 acres more or less.



**EXHIBIT A1
NEW WATERLINE EASEMENT**
 THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTR. NO. 10-0535961
 RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NW4 OF
 SECTION 1, T2N, R2W, OF THE G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	S89°48'26"E	1355.75'
2	S00°11'34"W	65.00'
3	S00°54'20"W	731.96'
4	S89°48'14"E	960.91'
5	S06°55'15"E	12.09'
6	N89°48'14"W	962.56'
7	N00°54'20"E	12.00'



1



7720 North 16th Street
 Suite 100 - Phoenix, AZ
 85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM
 NORTHERN AVE. & S.R. 303

URS

EXHIBIT "B"

**LEGAL DESCRIPTION FOR
NEW WATERLINE EASEMENT**

That portion of a certain property described in Instrument No. 10-0535961, records of Maricopa County, Arizona, said property lying within the Northwest quarter of Section 1, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 1 (brass cap in handhole) from which the North quarter corner of said Section 1 (aluminum cap flush) bears South 89°48'26" East, 2633.29 feet;

thence South 89°48'26" East, 1355.75 feet along the North line of said Northwest quarter of Section 1;

thence departing said North line South 00°11'34" West, 65.00 feet to the South right of way of West Northern Avenue and the Northeast corner of a 40.00 foot Ingress and Egress easement set forth as "PARCEL NO. 2" in Instrument No. 08-0848861, records of Maricopa County, Arizona;

thence departing said South right of way ^{Unofficial Document} South 00°54'20" West, 731.96 feet along the East line of said 40.00 foot Ingress and Egress easement to the POINT OF BEGINNING;

thence continuing South 00°54'20" West, 12.00 feet along said East line to the Southeast corner of said 40.00 foot Ingress and Egress easement and a southerly line of said certain property described in Instrument No. 10-0535961;

thence North 89°48'14" West, 21.38 feet along the line common to said South line of a 40.00 foot Ingress and Egress easement and said southerly line of certain property;

thence departing said common line North 00°14'40" East, 12.00 feet;

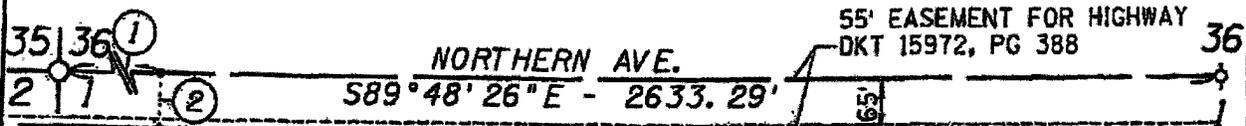
thence South 89°48'14" East, 21.51 feet to the POINT OF BEGINNING.

Said New Waterline Easement contains 257 square feet or 0.0059 acres more or less.

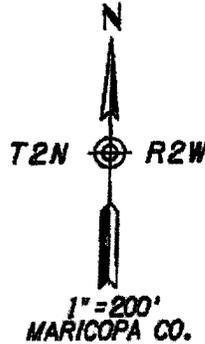


**EXHIBIT B1
NEW WATERLINE EASEMENT**

THAT PORTION OF A CERTAIN PROPERTY DESCRIBED IN INSTR. NO. 10-0535961 RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NW4 OF SECTION 1, T2N, R2W, OF THE G&SRM, MARICOPA COUNTY, ARIZONA



A. P. N.
501-04-009Q
(WHITE TANKS STORAGE, INC.)



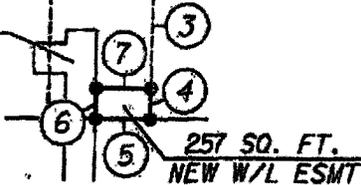
40' INGRESS EGRESS
EASEMENT (SET FORTH
AS "PARCEL NO. 2" IN
INSTR. NO. 08-0848861)

PROPOSED S. R. 303
RIGHT OF WAY

Unofficial Document

A. P. N.
501-04-009P
(AMERCO REAL ESTATE CO.)

EX. 12' W/L
EASEMENT



DATA TABLE

1	S89°48'26"E	1355.75'
2	S00°11'34"W	65.00'
3	S00°54'20"W	731.96'
4	S00°54'20"W	12.00'
5	N89°48'14"W	21.38'
6	N00°14'40"E	12.00'
7	S89°48'14"E	21.51'



7720 North 16th Street
Suite 100 - Phoenix, AZ
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GLENDALDE ONBOARD TRANSPORTATION PROGRAM

NORTHERN AVE. & S.R. 303

EXHIBIT D

ARIZONA ADMINISTRATIVE CODE R14-2-406.D

Corporation Commission – Fixed Utilities

- 1 Each utility shall transmit to affected customers by the most economic means available a concise summary of any change in the utility's tariffs affecting those customers
- 2 This information shall be transmitted to the affected customer within 60 days of the effective date of the change

Historical Note

Adopted effective March 2, 1982 (Supp 82-2)

R14-2-405. Service connections and establishments**A. Priority and timing of service establishments**

- 1 After an applicant has complied with the utility's application and deposit requirements and has been accepted for service by the utility, the utility shall schedule that customer for service connection and/or establishment
- 2 Service establishments shall be scheduled for completion within five working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the five working day limitation
- 3 When the utility has made arrangements to meet with a customer for service establishment purposes and the utility or the customer cannot make the appointment during the prearranged time, the utility shall reschedule the service establishment to the satisfaction of both parties
- 4 Each utility shall schedule service establishment appointments within a maximum range of four hours during normal working hours, unless another time-frame is mutually acceptable to the utility and the customer
- 5 Service establishments shall be made only by qualified utility service personnel
- 6 For the purposes of this rule, service establishments are where the customer's facilities are ready and acceptable to the utility and the utility needs only to install or read a meter or turn the service on

B. Service lines

- 1 An applicant for service shall be responsible for the cost of installing all customer piping up to the meter
- 2 An applicant for service shall pay to the utility as a refundable advance in aid of construction the sum as set forth in the utility's tariff for each size service and meter. Except where the refundable advances in aid of construction for meters and service lines have been included in refundable advances in aid of construction for line extensions and thus are refundable pursuant to main extension contracts approved by the Commission, each advance in aid of construction for a service line or meter shall be repaid by the utility by an annual credit of 1/10 of the amount received, said credit to be applied upon the water bill rendered in November of each year until fully paid, for each service and meter for which the advance was made, and said credit to commence the month of November for all such advances received during the preceding calendar year
- 3 Where service is being provided for the first time, the customer shall provide and maintain a private cutoff valve within 18 inches of the meter on the customer's side of the meter, and the utility shall provide a like valve on the utility's side of such meter
- 4 The Company may install its meter at the property line or, at the Company's option, on the customer's property in a location mutually agreed upon.
- 5 Where the meter or service line location on the customer's premises is changed at the request of the customer or due to alterations on the customer's premises, the customer shall provide and have installed at his

expense all piping necessary for relocating the meter and the utility may make a charge for moving the meter and/or service line

- 6 The customer's lines or piping must be installed in such a manner as to prevent cross-connection or backflow
- 7 Each utility shall file a tariff for service and meter installations for Commission review and approval

C. Easements and rights-of-way

- 1 Each customer shall grant adequate easement and right-of-way satisfactory to the utility to ensure that customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the utility to refuse service
- 2 When a utility discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the utility's access to equipment, the utility shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense

Historical Note

Adopted effective March 2, 1982 (Supp 82-2) Amended subsection (B) effective September 28, 1982 (Supp 82-5)

R14-2-406. Main extension agreements

- A.** Each utility entering into a main extension agreement shall comply with the provisions of this rule which specifically defines the conditions governing main extensions
- B.** An applicant for the extension of mains may be required to pay to the Company, as a refundable advance in aid of construction, before construction is commenced, the estimated reasonable cost of all mains, including all valves and fittings
 - 1 In the event that additional facilities are required to provide pressure, storage or water supply, exclusively for the new service or services requested, and the cost of the additional facilities is disproportionate to anticipated revenues to be derived from future consumers using these facilities, the estimated reasonable cost of such additional facilities may be included in refundable advances in aid of construction to be paid to the Company
 2. Upon request by a potential applicant for a main extension, the utility shall prepare, without charge, a preliminary sketch and rough estimate of the cost of installation to be paid by said applicant. Any applicant for a main extension requesting the utility to prepare detailed plans, specifications, or cost estimates may be required to deposit with the utility an amount equal to the estimated cost of preparation. The utility shall, upon request, make available within 45 days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed main extension. Where the applicant accepts utility construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. If the extension is to include oversizing of facilities to be done at the utility's expense, appropriate details shall be set forth in the plans, specifications and cost estimates
 - 3 Where the utility requires an applicant to advance funds for a main extension, the utility shall furnish the applicant with a copy of the Commission rules on main extension agreements prior to the applicant's acceptance of the utility's extension agreement

- 4 In the event the utility's actual cost of construction is less than the amount advanced by the customer, the utility shall make a refund to the applicant within 30 days after the completion of the construction or utility's receipt of invoices related to that construction
- 5 The provisions of this rule apply only to those applicants who in the utility's judgment will be permanent customers of the utility. Applications for temporary service shall be governed by the Commission's rules concerning temporary service applications
- C. Minimum written agreement requirements**
1. Each main extension agreement shall include the following information
 - a. Name and address of applicant(s)
 - b. Proposed service address
 - c. Description of requested service
 - d. Description and map of the requested line extension
 - e. Itemized cost estimate to include materials, labor, and other costs as necessary
 - f. Payment terms
 - g. A clear and concise explanation of any refunding provisions, if applicable
 - h. Utility's estimated start date and completion date for construction of the main extension
 2. Each applicant shall be provided with a copy of the written main extension agreement.
- D. Refunds of advances made pursuant to this rule shall be made in accord with the following method: the Company shall each year pay to the party making an advance under a main extension agreement, or that party's assignees or other successors in interest where the Company has received notice and evidence of such assignment or succession, a minimum amount equal to 10% of the total gross annual revenue from water sales to each bona fide consumer whose service line is connected to main lines covered by the main extension agreement, for a period of not less than 10 years. Refunds shall be made by the Company on or before the 31st day of August of each year, covering any refunds owing from water revenues received during the preceding July 1st to June 30th period. A balance remaining at the end of the ten-year period set out shall become non-refundable, in which case the balance not refunded shall be entered as a contribution in aid of construction in the accounts of the Company, however, agreements under this general order may provide that any balance of the amount advanced thereunder remaining at the end of the 10 year period set out, shall thereafter remain payable in whole or in part and in such manner as is set forth in the agreement. The aggregate refunds under this rule shall in no event exceed the total of the refundable advances in aid of construction. No interest shall be paid by the utility on any amounts advanced. The Company shall make no refunds from any revenue received from any lines, other than customer service lines, leading up to or taking off from the particular main extension covered by the agreement.**
- E. Amounts advanced in aid of construction of main extensions shall be refunded in accord with the rules of this Commission in force and effect on the date the agreement therefor was executed. All costs under main extension agreements entered into after the adoption of this rule shall be refunded as provided herein.**
- F. The Commission will not approve the transfer of any Certificate of Public Convenience and Necessity where the transferor has entered into a main extension agreement, unless it is demonstrated to the Commission that the transferor has agreed to satisfy the refund agreement, or that the transferee has assumed and has agreed to pay the transferor's obligations under such agreement.**
- G. All agreements entered into under this rule shall be evidenced by a written statement, and signed by the Company and the parties advancing the funds for advances in aid under this rule or the duly authorized agents of each.**
- H. The size, design, type and quality of materials of the system, installed under this rule location in the ground and the manner of installation, shall be specified by the Company, and shall be in accord with the requirements of the Commission or other public agencies having authority therein. The Company may install main extensions of any diameter meeting the requirements of the Commission or any other public agencies having authority over the construction and operation of the water system and mains, except individual main extensions, shall comply with and conform to the following minimum specifications**
1. 150 p.s.i. working pressure rating and
 2. 6" standard diameter
- However, single residential customer advances in aid of construction shall not exceed the reasonable cost of construction of the 6-inch diameter main extension
- I. All pipelines, valves, fittings, wells, tanks or other facilities installed under this rule shall be the sole property of the Company, and parties making advances in aid of construction under this rule shall have no right, title or interest in any such facilities.**
- J. The Company shall schedule all new requests for main extension agreements, and for service under main extension agreements, promptly and in the order received.**
- K. An applicant for service seeking to enter into a main extension agreement may request that the utility include on a list of contractors from whom bids will be solicited, the name(s) of any bonded contractor(s), provided that all bids shall be submitted by the bid date stipulated by the utility. If a lower bid is thus obtained or if a bid is obtained at an equal price and with a more appropriate time of performance, and if such bid contemplates conformity with the Company's requirements and specifications, the Company shall be required to meet the terms and conditions of the bid proffered, or to enter into a construction contract with the contractor proffering such bid. Performance bond in the total amount of the contract may be required by the utility from the contractor prior to construction.**
- L. Any discounts obtained by the utility from contracts terminated under this rule shall be accounted for by credits to the appropriate account designated as Contributions in Aid of Construction.**
- M. All agreements under this rule shall be filed with and approved by the Utilities Division of the Commission. No agreement shall be approved unless accompanied by a Certificate of Approval to Construct as issued by the Arizona Department of Health Services. Where agreements for main extensions are not filed and approved by the Utilities Division, the refundable advance shall be immediately due and payable to the person making the advance.**
- Historical Note**
- Adopted effective March 2, 1982 (Supp. 82-2) Amended subsections (D) and (K) effective September 28, 1982 (Supp. 82-5) Amended to correct subsection numbering (Supp. 99-4)
- R14-2-407. Provision of service**
- A. Utility responsibility** Each utility shall be responsible for providing potable water to the customer's point of delivery
 - B. Customer responsibility**
 1. Each customer shall be responsible for maintaining all facilities on the customer's side of the point of delivery in

EXHIBIT E

PROJECT COST ESTIMATE



EXHIBIT E-1

City of Glendale Loop 303 Irrigation Waterline Extension

Cost Estimate

for the refundable Advance-in-Aid-of-Construction
per Paragraph 3.3 of the Main Extension Agreement

Construction of the Main Extensions	<u>\$ 58,869.00</u>
— includes cost of material, labor, testing, equipment, taxes, insurance and bonds	
Engineering Construction Management	<u>Included Above</u>
— includes cost to draft as-built engineering plans, special inspections, and to obtain permits for operation of the main extension	
Cost for a 4-inch Compound Meter and Strainer	<u>\$ 2,288.00</u>
Utility's Labor	<u>\$ 3,641.00</u>
— includes cost of project management, inspections, testing, punchlists, reviews of as-built engineering plans, obtaining approval of the Main Extension Agreement from the Arizona Corporation Commission, processing meter application, etc	
Sub-Total	<u>\$ 64,798.00</u>
Utility's Overhead (7% of Sub-Total)	<u>\$ 4,536.00</u>
Contingency (10% of Sub-Total)	<u>\$ 6,480.00</u>
Remaining Credit from Deposit	<u>\$ (4,120.00)</u>
TOTAL (the "Advance")	<u>\$ 71,694.00</u>
Hook-Up Fee for a 4-inch Meter (the non-refundable "Contribution")	<u>\$ 82,000.00</u>
— per Paragraph 6.2 of the Main Extension Agreement	
TOTAL OWED	<u><u>\$ 153,694.00</u></u>

Upon Utility's completion of the construction of the Main Extension, Utility shall tabulate Utility's total costs of such construction for the Main Extension (the "Actual Costs") If the amount of the Actual Costs for the Main Extension is less than the amount of the Advance, Utility will promptly refund to City an amount equal to the difference between the Advance and the Actual Costs If the amount of the Actual Costs for the Main Extension is greater than the amount of the Advance, City will promptly pay to Utility an additional amount equal to the difference between the amount of the Actual Costs and the amount of the Advance

EXHIBIT E-2
Other Estimated City Costs
Waterline Extension to Loop 303
1/8/2014

Total Owed to Utility

(From Exhibit E-1; of this amount, \$71,694 is an Advance)

\$153,694

The following costs are estimates, and will be verified by Utility upon receipt of invoices from City per Paragraphs 3.1 and 5.2.4 of the Main Extension Agreement:

Construction Administration (City) = 4% of \$58,869 (see Exhibit E-1)	\$2,355
Easement and TCE	\$14,708
Maricopa County Environmental Services Permit	\$600
Engineering and Design (J2)	\$12,002
Acquisition Services (OR Colan, Dennis Lopez, Motandan)	\$9,068
Engineering, Acquisition and Coordination (URS)	<u>\$21,535</u>
	\$60,268
Estimated Total "Advances in Aid of Construction" (Subject to Refund)	\$60,268
	<u>\$71,694</u>
	\$131,962
Estimated Total Project Cost	\$153,694
	<u>\$60,268</u>
	\$213,962