

SETTLEMENT AGREEMENT FOR STIPULATED CONDEMNATION

BY AND AMONG

GLOBAL WATER RESOURCES, INC.,

GLOBAL WATER, LLC,

WEST MARICOPA COMBINE, INC.,

VALENCIA WATER COMPANY, INC.,

WATER UTILITY OF GREATER BUCKEYE, INC.,

AND

CITY OF BUCKEYE

DATED MARCH 19, 2015

LIST OF EXHIBITS AND SCHEDULES
TO
SETTLEMENT AGREEMENT FOR STIPULATED CONDEMNATION

- Exhibit A: Stipulated Final Judgment of Condemnation
Exhibit B: Partial Satisfaction of Judgment
Exhibit C: Stipulated Final Order of Condemnation
Exhibit D: Transition Services Agreement
Exhibit E: Assignment and Assumption Agreement
Exhibit F: Territory

Schedules:

- 2.1(a) Personal Property
2.1(b) Assigned Contracts
2.1(c) Line Extension Agreements
2.1(e) Real Property
2.1(f) Construction Work in Progress
2.1(g) Permits
2.1(h) Water Rights
2.6 Excluded Assets
2.7 Assumed Liabilities
3.1.3 Required Consents
3.1.7 Undisclosed Liability
3.1.8 Changes in Business
3.1.9 Taxes
3.1.10 Litigation
3.1.12 Exceptions to Marketable Assets
3.1.15 Contracts
3.1.17 Environmental Matters
4.1.1 Employees
4.3.7 Non-Owned Assets

SETTLEMENT AGREEMENT FOR STIPULATED CONDEMNATION

This Settlement Agreement for Stipulated Condemnation ("Agreement") is dated March 19, 2015, and is by and among GLOBAL WATER RESOURCES, INC. ("Global Water"), a Delaware corporation, GLOBAL WATER, LLC ("Global LLC"), a Delaware limited liability company, WEST MARICOPA COMBINE, INC. ("WMC"), an Arizona corporation, VALENCIA WATER COMPANY, INC. ("Valencia"), an Arizona corporation, WATER UTILITY OF GREATER BUCKEYE, INC. ("WUGB"), an Arizona corporation (WUGB and Valencia shall be referred to as the "Condemnation Defendants" or the "Companies"), and the CITY OF BUCKEYE ("City"), an Arizona municipal corporation.

RECITALS

Global Water, Global LLC and WMC are collectively "Global." Global Water, Global LLC, WMC, Valencia and WUGB are collectively the "Global Group." Global Water, Global LLC, WMC, Valencia, WUGB and City are collectively the "Parties" and individually a "Party."

Companies are the legal and beneficial owners of the Assets and operate a water utility service that is regulated by the ACC.

Valencia holds CC&Ns (both its original CC&N and the CC&N transferred to it by WUGB) authorizing Companies to engage as public service corporations in the sale of water for commercial and domestic uses in the geographic area covered by such CC&Ns.

City desires to acquire the Assets to enhance its water utility system in order to provide its residents with greater consistency in rates, water quality, water resources management, and other policies and practices relating to the provision of water utility services to its residents.

City is authorized by the laws of the State of Arizona to construct, purchase, acquire or lease any plant or property or portion thereof devoted to the business or services rendered by a public water utility, either within or without the City limits, as set forth in the ARS Section 9-511.

City has approved and adopted resolutions of public use necessity with respect to the Assets in accordance with this Agreement and of entering into this Agreement.

City intends to file a condemnation complaint against Companies seeking to acquire the Assets and to be titled *City of Buckeye v. Valencia Water Company, Inc. et al.*, in the Maricopa County Superior Court (the "Condemnation Action").

City and Companies desire to stipulate to the condemnation of the Assets and to resolve all issues in the Condemnation Action in a mutually agreeable manner.

The Parties intend that the obligations of the Parties under this Agreement will survive the entry of the stipulated Final Judgment, the stipulated Partial Satisfaction of Judgment and the stipulated Final Order referenced herein and attached as Exhibits A, B and C, including each Party's obligation to make the closing deliveries provided in this Agreement, the City's

obligation to pay the Growth Premium, each Party's indemnification obligations and certain portions of Section 11.15 as referenced herein.

Pursuant to this Agreement, the Final Judgment and the Final Order, Companies are willing to permit the Assets to be condemned by City and City will condemn and acquire the Assets, all on the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual promises, covenants, representations, warranties and obligations herein contained, and on the terms and subject to the conditions herein set forth, the Parties agree as provided in this Agreement.

ARTICLE 1 DEFINITIONS

In addition to terms defined elsewhere in this Agreement (including, without limitation, in Section 2.17.3) the terms defined in this Article 1, whenever used in this Agreement (including the Schedules), shall have the respective meanings given to them below. All references herein to a Section, Article or Schedule are to a section, article, or Schedule of this Agreement, unless otherwise indicated.

AAC means Arizona Administrative Code.

ACC means the Arizona Corporation Commission.

Advances in Aid of Construction means funds paid or advanced to Companies by third parties, which may be refundable, as meter advances or service connection tariffs or pursuant to Line Extension Agreements at and as of the Closing Date.

Affiliate of a Person means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

Agreement means this Agreement, including the Schedules.

Applicable Law means, with respect to any Person, any federal or state constitution, treaty, statute, law (including common law), rule, regulation, ordinance, code, Governmental Approval, or any order, decision, injunction, judgment, award, decree or agreement of, by or with any Governmental Authority, in any such case to the extent applicable to such Person or any of its Affiliates or any of their respective assets and businesses as of the date hereof.

ARS means the Arizona Revised Statutes, as in effect on the Closing Date.

Assets are defined in Section 2.1.

Assigned Contracts is defined in Section 2.1(b).

Assumed Liabilities is defined in Section 2.7.

Best of Knowledge means, as to any member of the Global Group, the knowledge after due investigation and inquiry of each of Ron L. Fleming, Mike Liebman, and Jon Corwin; as to the City, the knowledge after due investigation and inquiry of Stephen Cleveland and David Nigh; and as to any other Person the knowledge of such Person and the directors, officers, managers, general partners, trustees and similar agents or representatives of such Person after due investigation and inquiry.

Business means all of the business and operations of Companies as currently conducted, including operating a water utility system and acting as public service corporations in the sale of water for commercial and domestic uses in the Service Area.

Business Day(s) means each day other than a Friday, Saturday, Sunday or any day on which banks in Phoenix, Arizona are required or permitted to be closed.

Certificated Areas means the areas in which Companies, as of the date hereof, are permitted to provide utility service under the CC&Ns.

CC&Ns means all of the Certificates of Convenience and Necessity granted or recognized by the ACC to Companies to engage as a public service corporation in the sale of water for domestic, commercial and other uses in their Certificated Areas.

City is defined in the first paragraph of this Agreement.

City Indemnitees is defined in Section 9.1.

Closing is defined in Section 2.12.

Closing Date is defined in Section 2.12.

Closing Payment is defined in Section 2.13.

Closing Working Capital means the amount determined as of the Closing Date as follows: Customer Accounts (net of Customer prepayments); plus capital expenditures incurred by Condemnation Defendants after December 31, 2014, and prior to the Closing Date; minus accounts payable assumed by City at the Closing Date (net of prepaid expenses); minus the current liabilities set forth on Schedule 2.7, and minus Customer Deposits.

Closing Working Capital Statement is defined in Section 2.16.2(a).

Code means the Internal Revenue Code of 1986, as amended.

Companies is defined in the Recitals.

Condemnation Action is defined in the Recitals.

Condemnation Defendants' Materials is defined in Section 7.2.

Condemnation Price is defined in Section 2.13.

Confidentiality Agreement is defined in Section 4.9.

Consent means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate declaration or filing with, or report or notice to, any Person, including but not limited to any Governmental Authority.

Contract(s) is defined in Section 3.1.15(a).

Control is defined in the definition of Affiliate.

Customers is defined in Section 2.1(d).

Customer Accounts is defined in Section 2.1(i).

Customer Deposits means all of Companies' security deposits, meter deposits, and other deposits from Customers, but shall not include any payment pursuant to a Line Extension Agreement.

Dispute is defined in Section 10.1.

Disputed Amounts is defined in Section 2.16.3(c).

Employees is defined in Section 4.1.1.

Environmental Laws means any law, statute, ordinance, rule, regulation or legal requirement in effect at the Effective Date or the Closing Date pertaining to (a) the protection of health, safety or the environment; (b) the conservation, management, protection or use of natural resources and wildlife; (c) the protection or use of surface water, groundwater, stored, reclaimed or recovered water, or CAP subcontracts or excess CAP water contracts; (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material; or (e) pollution (including any release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Small Business Liability Relief and Brownfields Revitalization Act, 42 USC 9601, *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901, *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251, *et seq.*, Toxic Substances Control Act of 1976, 15 USC 2601, *et seq.*, Hazardous Materials Transportation Act, 49 USC 651, *et seq.*, Oil Pollution Act of 1990, 33 USC 2701, *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC App. 11001, *et seq.*, National Environmental Policy Act of 1969, 42 USC 4321, *et seq.*, Safe Drinking Water Act of 1974, as amended by 42 USC 300(f), *et seq.*, and any similar, implementing or successor law.

Escrow is defined in Section 5.1.

Escrow Agent means First American Title Company.

Estimated Closing Working Capital is defined in Section 2.16.1.

Excluded Assets is defined in Section 2.6.

Excluded Records is defined in Section 2.6(d).

Final Judgment is defined in Section 2.2.

Final Order is defined in Section 2.4.

Financing is defined in Section 6.2.3.

GAAP means generally accepted accounting principles in effect in the United States of America as determined by the Financial Accounting Standards Board from time to time applied on a consistent basis as of the date of any application thereof.

Global is defined in the Recitals.

Global Group is defined in the Recitals.

Global Indemnities is defined in Section 9.2.

Governmental Approval means any Consent of, with, or from any Governmental Authority.

Governmental Authority means any: (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including the ACC and any governmental agency, branch, department, official, or entity) and any court or other tribunal; (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

Growth Period means the twenty (20) year period beginning on January 1, 2015, and ending on December 31, 2034, and in no event will the Growth Period be suspended or extended.

Growth Premium is defined in Section 2.17.

Hazardous Materials means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws.

Improvements is defined in Section 2.1(a).

Indemnified Party is defined in Section 9.3.

Indemnifying Party is defined in Section 9.3.

Independent Accountants is defined in Section 2.16.3(c).

Infrastructure is defined in Section 2.1(d).

Knowledge means (a) as to any member of the Global Group, the actual knowledge without any investigation or inquiry (other than in the compilation of the Schedules to this Agreement), of each of Ron L. Fleming, Mike Liebman, and Jon Corwin, (b) as to the City, the actual knowledge without any investigation or inquiry of Stephen Cleveland and David Nigh, and (c) as to any other Person the actual knowledge without any investigation or inquiry of such Person and the agents or representatives of such Person.

Leased Real Property means all real property leased by Companies as lessee or tenant and is used or usable by Companies in the conduct of the Business.

Lien means any mortgage, deed of trust, claim, charge, lien, encumbrance, security interest, pledge, hypothecation, adverse interest, burden, judgment, encroachment, lease, sublease, license, occupancy agreement, easement, covenant, title defect, title retention agreement, and any other restriction or limitation of any nature whatsoever, including but not limited to any of the foregoing arising under any of the Contracts or imposed against any Owned Real Property or any of the other Assets.

Line Extension Agreement means a line extension agreement, main extension agreement, collection main extension agreement, plant expansion agreement, water service agreement, or any similar or other agreement under which either one of the Companies is a party in its capacity as a water utility service provider and that is subject to AAC R14-2-406, AAC R14-2-606, or other Applicable Law or that provides for an Advance in Aid of Construction.

Losses is defined in Sections 9.1.

New Account means a new water meter that is installed and connected and is billing and available for water service during the Growth Period in the Territory, regardless of the number of units represented by the new water meter, but does not include an inactive account that becomes active or a meter that is replaced (e.g., replaces a broken meter or is a new model replacing an old model).

Non-Owned Assets is defined in Section 4.3.7.

Owned Real Property means all real property interests, whether owned in fee, an easement or otherwise, where the real property is owned by Companies and used in the conduct of the Business.

Parties is defined in the Recitals.

Party is defined in the Recitals.

Permits is defined in Section 2.1(g).

Person means any natural person, firm, partnership, association, corporation, company, limited liability company, general or limited partnership, trust, business trust, Governmental Authority, or other entity.

Personal Property is defined in Section 2.1(a)

Post-Closing Adjustment is defined in Section 2.16.2(b).

Real Property is defined in Section 2.1(e).

Restricted Contracts is defined in Section 2.10.

Restrictive Period is defined in Section 8.1.

Retained Liabilities is defined in Section 2.8.

Reports is defined in Section 5.1.5.

Resolution Period is defined in Section 2.16.3(b).

Review Period is defined in Section 2.16.3(a).

Schedule Supplement is defined in Section 4.11.

Schedules means each of the schedules and exhibits referred to in and attached to this Agreement, all of which are hereby made a part of this Agreement.

Service Area means the geographic areas in which Companies are lawfully entitled to provide public utility water services pursuant to ARS Title 45.

Statement of Objections is defined in Section 2.16.3(b).

Stipulation of Dismissal with Prejudice is defined in Section 7.2.

Tax or Taxes means any federal, state, provincial, local, foreign or other income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, privilege, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental (including taxes under Section 59A of the Code), real property, personal employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, registration, withholding, estimated or (including all interest and penalties thereon and additions thereto whether disputed or not).

Tax Return means any return, report, declaration, form, claim for refund, information return or statement relating to Taxes, including forms, schedules and attachments thereto, and including amendments thereof.

Territory means the Certificated Areas other than the portions thereof described in the attached Exhibit F.

Transferred Employee is defined in Section 4.1.1.

Undisputed Amounts is defined in Section 2.16.3(c).

Valencia is defined in the first paragraph of this Agreement.

Warranties means all manufacturers' and vendors' warranties benefiting Companies with respect to any of the Assets.

WUGB is defined in the first paragraph to this Agreement.

ARTICLE 2 CONDEMNATION OF ASSETS; CLOSING

2.1 Condemnation of Assets. Subject to the terms and conditions of this Agreement and the Final Judgment, on the Closing Date, City shall condemn from Companies, all of Companies' right, title and interest in and to all of the properties and assets, whether real, personal or mixed, tangible or intangible, of every kind and description, wherever located, related to, necessary for, and used or usable in, the Business, including, without limitation, the properties and assets set forth below as of the Closing Date (collectively, the "Assets") as well as the CC&Ns for the Certificated Areas, but specifically excluding from the Assets only the Excluded Assets:

(a) all power generation equipment, pumping equipment, water treatment equipment, laboratory equipment, power operated equipment, communication towers and equipment, radio read equipment, computers, miscellaneous equipment, surplus equipment, parts, machinery, tools, shop and garage equipment, transportation equipment, vehicles, trailers, furniture, fixtures, leasehold improvements, inventory, chemicals, supplies, and other personal property owned by Companies, including without limitation those set forth on the attached Schedule 2.1(a) (collectively, the "Personal Property") and all of Companies' interests in all improvements to the Real Property (collectively, the "Improvements"), including without limitation those set forth on the attached Schedule 2.1(a);

(b) all of Companies' interests in each of the contracts and agreements between Companies and (i) all Customers, (ii) equipment lessors under only the leases set forth on the attached Schedule 2.1(b) and no others, and (iii) vendors and suppliers (other than professionals, such as consultants, engineers, accountants, and attorneys who are not Employees) under only the contracts that are set forth on the attached Schedule 2.1(b) and no others (collectively the "Assigned Contracts");

(c) all of Companies' interests in all Line Extension Agreements with developers, builders and others, including without limitation those set forth on the attached Schedule 2.1(c);

(d) all of Companies' interests in all facilities, plants, structures, storage tanks, pumps, wells, booster pumps, water and supply mains, service lines, pipelines, waterlines, meters and meter installations, fire hydrants, distribution reservoirs and standpipes, transmission and distribution mains, back flow prevention devices, associated equipment, and other improvements comprising the utility water systems and infrastructure, whether owned or leased, used in the Business (the "Infrastructure") in connection with Companies' provision of water utility service to residential, commercial and other customers residing or located within the Certificated Areas (collectively, "Customers");

(e) all of Companies' interests, whether as owner or lessee, in all Infrastructure, Improvements and other real property (collectively the "Real Property"), including without limitation those identified or described on the attached Schedule 2.1(e) and including all utility easements, all tenements, hereditaments and appurtenances pertaining to the Real Property, all sewer, mineral, water and irrigation rights running with or otherwise appurtenant or pertaining to the Real Property, and all of Companies' interests in any road adjoining the Real Property to the center line thereof, and any road franchise agreements with any Governmental Authority;

(f) all of Companies' construction in progress, whether performed pursuant to a Line Extension Agreement or otherwise, including the construction in progress set forth on the attached Schedule 2.1(f);

(g) all of Companies' interests in all permits, licenses, franchises, consents, rights, authorizations and approvals issued by, and all registrations and filings with, any Governmental Authority in connection with the Assets or the Business (collectively the "Permits"), including without limitation those set forth on the attached Schedule 2.1(g);

(h) all of Companies' (i) surface water rights, (ii) groundwater rights (including, without limitation, Type I and Type II groundwater rights), (iii) stored, reclaimed and recovered water, (iv) ground water permits and water storage and well permits, (v) CAP subcontracts and excess CAP water contracts (including, without limitation, all of the same set forth on the attached Schedule 2.1(h));

(i) all of Companies' accounts receivable arising from the conduct of the Business on or prior to the Closing Date, whether or not an invoice has been submitted by Condemnation Defendants, which are included in the calculation of Closing Working Capital (collectively "Customer Accounts");

(j) all of Companies' interests as owner or licensee in any software licenses, software or data, including radio licenses or communications franchises or licenses, identified by City in writing to be included in and as part of the Assets (other than the license to use FATHOM);

(k) all of Companies' Warranties;

(l) all books, records and files pertaining to Assigned Contracts, Assumed Liabilities, Customers, Customer Accounts, Customer Deposits, Advances in Aid of Construction, Line Extension Agreements, Infrastructure, Real Property, Improvements, GIS

maps, maintenance records, and otherwise relating to the Assets or the Business, excepting only the Excluded Books and Records; and

(m) all of goodwill and the value as a going concern of Companies.

2.2 Final Judgment. The Parties agree to the entry of the Stipulated Final Judgment of Condemnation (the “Final Judgment”) in the form attached as Exhibit A, which incorporates this Agreement including the Schedules.

2.3 Satisfaction of Judgment. After the entry of the Final Judgment, the Parties shall file a stipulated form of Partial Satisfaction of Judgment in the form attached as Exhibit B.

2.4 Final Order. After the Parties file the Partial Satisfaction of Judgment, the Parties agree to submit to the court a Stipulated Final Order of Condemnation (the “Final Order”) in the form attached as Exhibit C. Once the Final Order is entered by the court, City agrees (i) not to record the Final Order with the Maricopa County Recorder and (ii) to deliver the Final Order in a recordable form to the Escrow Agent to be recorded by the Escrow Agent on the Closing Date in accordance with Section 5.1.4. The Parties (a) agree that they will not challenge the Final Judgment or Final Order entered by the Maricopa County Superior Court; (b) hereby waive any procedural right to do so under any applicable legal or equitable doctrine; and (c) hereby waive their rights to appeal the Final Judgment and the Final Order; provided, in each case, that the Final Judgment and Final Order are approved by the court in substantially the forms set forth on Exhibits A and C.

2.5 Waiver. Upon the execution of this Agreement, the provisions of this Agreement shall constitute the waiver of the requirements under ARS Sections 12-1116(A) through (D) as to the Condemnation Action. The Parties further agree and acknowledge that, upon entry of the Final Judgment, this Agreement shall not merge into the Final Judgment.

2.6 Excluded Assets. The Parties acknowledge and agree that Companies are not conveying, transferring, assigning or delivering to City, and City is not condemning or acquiring, only the properties and assets set forth below (collectively the “Excluded Assets”):

- (a) Companies' cash and cash equivalents;
- (b) Companies' marketable securities;
- (c) Companies' contract or license to use FATHOM;
- (d) Companies' stock records and ledgers and minute books, general books of account and books of original entry that comprise their permanent accounting or tax records, books and records for medical, dental, disability and workers compensation plans, financial statements, and Tax Returns (collectively the “Excluded Records”);
- (e) Companies' receivables due from Affiliates of Companies;
- (f) all files, emails, memoranda, letters and other communications, work product, engagement letters, and the attorney-client privilege and the right to waive or assert

attorney-client privilege related to the engagement by any member of the Global Group of any law firm; and

- (g) the assets specifically listed on the attached Schedule 2.6.

2.7 Assumed Liabilities. Subject to the terms and conditions of this Agreement and the Final Judgment, on the Closing, City will assume and agrees to pay, perform and otherwise discharge only the following (collectively the “Assumed Liabilities”) and no other claims, obligations or liabilities of any kind or nature:

- (a) the covenants and obligations of Companies accruing or arising after the Closing Date under the Assigned Contracts (but not for breaches or defaults of covenants or obligations thereunder on or before the Closing Date);

- (b) accounts payable that are included in the calculation of Closing Working Capital;

- (c) Customer Deposits included in the calculation of Closing Working Capital;

- (d) the Line Extension Agreements; and

- (e) the specific liabilities of Companies set forth on the attached Schedule 2.7.

2.8 Retained Liabilities. The Parties acknowledge and agree that the Global Group shall, after the Closing, pay, perform and discharge each of the following (collectively the “Retained Liabilities”):

- (a) all obligations and liabilities in connection with the Excluded Assets;

- (b) all obligations and liabilities of Companies for Taxes;

- (c) all obligations and liabilities of Companies relating to or arising under any qualified retirement plan, non-qualified retirement or similar plan, or welfare benefit plan;

- (d) any claim, obligations and liabilities relating to Liens on any of the Assets;

- (e) all breaches or defaults of covenants or obligations under any of the Assigned Contracts on or before the Closing Date;

- (f) all accounts payable that are not included in the calculation of Closing Working Capital or that were incurred in the ordinary course of business by the Companies that are either past due or delinquent as of the Closing Date;

- (g) all obligations under Sections 2.9.1 and 2.9.2 below relating to Line Extension Agreements; and

- (g) all claims, obligations and liabilities of every kind and nature whatsoever of Companies that are not specifically an Assumed Liability.

2.9 Line Extension Agreements.

2.9.1 Companies' Responsibility. Companies shall defend and indemnify City and hold City harmless for, from and against each of the following: (i) any and all breaches and defaults and claimed breaches and defaults under the Line Extension Agreements that arose, occurred or accrued on or before the Closing Date; and (ii) all refunds of Advances in Aid of Construction that were due and owing under any Line Extension Agreement on or before the Closing Date. The obligation of Companies under this Section 2.9.1 is part of the Retained Liabilities.

2.9.2 Reimbursement. In addition, if City pays any refund of Advances in Aid of Construction under a Line Extension Agreement and if any portion of such refund is the responsibility or obligation of Companies, Companies shall reimburse City for Companies' portion of each such refund within thirty (30) days after the date of City's written notice to Companies setting forth the amount to be reimbursed and the calculation thereof. City and Companies shall cooperate in resolving any dispute over the amount of the respective obligations of City and Companies for any such refund paid by City.

2.10 Nonassignable Contracts. If there are any Consents that are required to be obtained in connection with the assignment and assumption of any Contract hereunder that have not yet been obtained (or which Consent otherwise is not in full force and effect) as of the Closing, in the case of each Contract as to which such Consents were not obtained (or which Consent otherwise is not in full force and effect) (the "Restricted Contracts"), City may in its sole and absolute discretion waive the closing condition as to any such Consent and either:

(a) elect to have the Companies continue their efforts to obtain the Consent;

or

(b) elect to accept the assignment of and assume the Restricted Contract and all liabilities arising therefrom or relating thereto, in which case, as between City and the Companies, such Restricted Contract shall, to the maximum extent practicable and notwithstanding the failure to obtain the applicable Consent, be transferred at the Closing.

If City elects to have Companies continue their efforts to obtain any Consents with respect to a Restricted Contract and the Closing occurs, neither this Agreement nor the Assignment and Assumption Agreement nor any other document related to this Agreement shall constitute a sale, assignment, assumption, transfer, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of the Restricted Contract, and following the Closing, the Parties shall cooperate with each other, to obtain the Consent relating to the Restricted Contract as quickly as practicable. Pending the obtaining of such Consent relating to any Restricted Contract, the Parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to City the benefits and burdens of use of the Restricted Contract for its term (or any right or benefit or burden arising thereunder, including the enforcement for the benefit of City of any and all rights and obligations of Companies with respect to a third party thereunder) without breaching the Restricted Contract. Once all Consents for the sale, assignment, assumption, transfer, conveyance and delivery of a Restricted Contract are obtained, Companies shall promptly assign, transfer, convey and deliver such Restricted

Contract to City, and City shall assume the obligations under such Restricted Contract assigned to City from and after the date of assignment to City pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Assignment and Assumption Agreement (which special-purpose agreement the Parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to City). If City elects to have Companies continue its efforts to obtain any Consents with respect to a Restricted Contract, the Companies will continue to use commercially reasonable efforts to obtain those Consents.

2.11 Risk of Loss. The risk of loss, damage to, or the forfeiture or revocation of, the Assets or any part of the Assets on or before the consummation of the Closing shall be borne by Companies. In the event of any loss or damage prior to the Closing of all or a material part of the Assets, City shall have the option to terminate this Agreement, in City's sole discretion, in which case City shall not be entitled to any award relating to any loss, damage, forfeiture or revocation arising before the Closing. In the alternative, City may negotiate for an adjustment to the Condemnation Price; however, if Companies and City cannot agree upon an adjustment within a reasonable period (not to exceed ten (10) days after the date City receives notice of the material loss, damage, forfeiture or revocation), but in no event later than the Closing Date, City may, in City's sole discretion, terminate this Agreement as provided above. In any event, if City waives any such loss, damage, forfeiture or revocation of Assets and proceeds to consummate this transaction, the Global Group shall, at the Closing, deliver and assign to City as of the Closing all rights and claims to insurance or other proceeds that have been received and will be received by Companies in connection therewith, such insurance or other proceeds not to exceed the amount of the Condemnation Price.

2.12 Place and Date of Closing; Possession. The consummation and closing under this Agreement and of the transactions contemplated herein (the "Closing") will take place at 10:00 a.m. Phoenix, Arizona time within two (2) Business Days after the closing and full funding of the Financing, or at such other date as is agreed upon by the Parties and otherwise as is directed by the court in the Final Judgment (the "Closing Date"), at the offices of Gust Rosenfeld P.L.C., One East Washington, Suite 1600, Phoenix, Arizona 85004, or at such other place as the Parties may agree. The Closing shall be deemed effective as of 11:59 p.m. Phoenix, Arizona time on the Closing Date.

2.13 Condemnation Price. In addition to the assumption of the Assumed Liabilities by City, the consideration for the condemnation of the Assets (the "Condemnation Price") shall be the sum of (a) fifty-five million dollars (\$55,000,000), subject to adjustment pursuant to Sections 2.16, payable in readily available funds by wire transfer on the Closing Date (the "Closing Payment") plus (b) the Growth Premium, but in no event shall the Growth Premium exceed forty-five million dollars (\$45,000,000), payable in accordance with Section 2.17.

2.14 Allocation of Condemnation Price. The Condemnation Price, the Assumed Liabilities and other items included in "consideration" for purposes of Code Section 1060 shall be allocated in the Condemnation Defendants' discretion among the Assets in accordance with Code Section 1060 and the Treasury Regulations thereunder.

2.15 Tax Certificates. Companies shall file with the Arizona Department of Revenue as close to the Closing Date as is practicable, a tax clearance application for a certificate of good standing relating to the sale of a business for Companies' income, transaction privilege, use and withholding taxes, and Companies shall promptly deliver a true copy of the response to City.

2.16 Closing Payment Adjustment.

2.16.1 Closing Adjustment. At least ten (10) Business Days before the Closing, Condemnation Defendants shall prepare and deliver to City a statement setting forth their good faith estimate of Closing Working Capital (the "Estimated Closing Working Capital"). After City's receipt of the Estimated Closing Working Capital as calculated by Condemnation Defendants, City shall have five (5) Business Days to review the same, and Condemnation Defendants shall provide City with full access to the books and records of Condemnation Defendants, the personnel of, and the work papers prepared by or for Condemnation Defendants to the extent they relate to the Estimated Closing Working Capital and to such historical financial information relating thereto that City reasonably requests. City then may object to the calculation of the Estimated Closing Working Capital and provide to Condemnation Defendants City's good faith calculation of the Estimated Closing Working Capital, in which case the parties will attempt to agree on the amount of the Estimated Closing Working Capital and, failing to do so, the average of their respective calculations of such amount shall be the Estimated Closing Working Capital. If the Estimated Closing Working Capital is a positive number, the Closing Payment shall be increased by the amount of the Estimated Closing Working Capital. If the Estimated Closing Working Capital is a negative number, the Closing Payment shall be reduced by the amount of the Estimated Closing Working Capital.

2.16.2 Post-Closing Adjustment.

(a) Within sixty (60) days after the Closing Date, City shall prepare and deliver to Condemnation Defendants a statement setting forth its calculation of Closing Working Capital (the "Closing Working Capital Statement").

(b) The post-closing adjustment shall be an amount equal to the Closing Working Capital minus the Estimated Closing Working Capital (the "Post-Closing Adjustment"). If the Post-Closing Adjustment is a positive number, City shall pay to Condemnation Defendants an amount equal to the Post-Closing Adjustment pursuant to Section 2.16.3(f). If the Post-Closing Adjustment is a negative number, Condemnation Defendants shall pay to City an amount equal to the Post-Closing Adjustment pursuant to Section 2.16.3(f).

2.16.3 Examination and Review.

(a) Examination. After receipt of the Closing Working Capital Statement, Condemnation Defendants shall have thirty (30) days (the "Review Period") to review the Closing Working Capital Statement. During the Review Period, Condemnation Defendants and Condemnation Defendants' accountants shall have full access to the books and records of City, the personnel of, and work papers prepared by, City and/or City's accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information

(to the extent in City's possession) relating to the Closing Working Capital Statement as Condemnation Defendants may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections (defined below).

(b) Objection. On or prior to the last day of the Review Period, Condemnation Defendants may object to the Closing Working Capital Statement by delivering to City a written statement setting forth Condemnation Defendants' objections in reasonable detail, indicating each disputed item or amount and the basis for Condemnation Defendants' disagreement therewith (the "Statement of Objections"). If Condemnation Defendants fail to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by Condemnation Defendants. If Condemnation Defendants deliver the Statement of Objections before the expiration of the Review Period, City and Condemnation Defendants shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "Resolution Period"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by City and Condemnation Defendants, shall be final and binding.

(c) Resolution of Disputes. If Condemnation Defendants and City fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then with respect to any amounts remaining in dispute ("Disputed Amounts" and any amounts not so disputed, the "Undisputed Amounts"), City and Condemnation Defendants shall appoint by mutual agreement the office of an impartial nationally or regionally recognized firm of independent certified public accountants other than Condemnation Defendants' accountants or City's accountants (the "Independent Accountants") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountants shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(d) Fees of the Independent Accountants. Condemnation Defendants shall pay a portion of the fees and expenses of the Independent Accountants equal to 100% multiplied by a fraction, the numerator of which is the amount of Disputed Amounts submitted to the Independent Accountants that are resolved in favor of City (that being the difference between the Independent Accountants' determination and Condemnation Defendants' determination) and the denominator of which is the total amount of Disputed Amounts submitted to the Independent Accountants (that being the sum total by which City's determination and Condemnation Defendants' determination differ from the determination of the Independent Accountants). City shall pay that portion of the fees and expenses of the Independent Accountants that Condemnation Defendants are not required to pay hereunder.

(e) Determination by Independent Accountants. The Independent Accountants shall make a determination as soon as practicable within thirty (30) days (or such other time as the Parties hereto shall agree in writing) after their engagement, and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the Parties hereto.

(f) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any payment of the Post-Closing Adjustment shall (A) be due (x) within five (5) Business Days of acceptance of the applicable Closing Working Capital Statement or (y) if there are Disputed Amounts, then within five (5) Business Days of the resolution described above; and (B) be paid by wire transfer of immediately available funds to such account as is directed by City or Condemnation Defendants, as the case may be.

2.16.4 Adjustments for Tax Purposes. Any payments made pursuant to Section 2.14 shall be treated as an adjustment to the Condemnation Price by the Parties for Tax purposes, unless otherwise required by Law.

2.17 Growth Premium.

2.17.1 Aggregate Amount. City shall pay to Condemnation Defendants an amount equal to the product of (a) three thousand dollars (\$3,000) multiplied by (b) the number of New Accounts during the Growth Period up to a maximum of forty-five million dollars (\$45,000,000) (the "Growth Premium"), payable in the manner provided in this Section 2.17. In no event will the Growth Premium exceed forty-five million dollars (\$45,000,000) in the aggregate.

2.17.2 Quarterly Payments. On or before 45th day after the end of the calendar quarter following the Closing Date and each calendar quarter thereafter, and continuing until the 45th day after the expiration of the Growth Period, City shall provide to Condemnation Defendants a list of New Accounts during the preceding calendar quarter (or other applicable period) and shall pay to Condemnation Defendants an amount equal to the product of (a) three thousand dollars (\$3,000) multiplied by (b) the number of New Accounts during such calendar quarter (or other applicable period), until the total payments pursuant to this Section 2.17.2 are equal to the total Growth Premium or the Growth Period expires, whichever first occurs. The first list and payment shall cover the period from January 1, 2015 through and including the end of the calendar quarter in which falls the Closing Date. Condemnation Defendants may, not more than once in any calendar year, and upon five (5) Business Days' prior written notice, inspect the relevant books and records of City to confirm the accuracy of any list or lists of New Accounts and the Growth Premium payment calculations. Condemnation Defendants' costs of such inspection shall be borne by Condemnation Defendants unless the results of the inspection determine that the prior Growth Premium payments by City are fifteen thousand dollars (\$15,000) or more below the amount of the Growth Premium payments that should have been paid to Condemnation Defendants over the course of the four calendar quarters immediately preceding the inspection, in which case the costs of the inspection shall be paid by City. In the event the audit reveals any underpayment by City, City shall pay Condemnation Defendants, as soon as reasonably practicable, any and all unpaid amounts discovered by the inspection plus interest at a rate of 12 percent per annum on the amount of such underpayments. If City disputes

the results of any such inspection, the Parties will use reasonable efforts to negotiate a prompt resolution to such dispute. City shall not delegate its obligations to make Growth Premium payments under this Section 2.17. Condemnation Defendants' rights to receive their requisite Growth Premium payments under this Section 2.17 shall survive the Closing.

2.17.3 Security for Growth Premium.

(a) Definitions. For purposes of this Section 2.17.3, the following terms shall have the respective meanings given to them below.

Bond means all outstanding Senior Bonds, WIFA Loan Agreements and outstanding Subordinate Obligations issued or incurred by City.

Net Revenues means that portion of the Revenues of the System remaining after deducting all funds for the Operation and Maintenance Expenses of the System. Net Revenues shall not include development fees imposed by City pursuant to Arizona Revised Statutes, Title 9, Chapter 4, Article 6.2 or any other fee imposed on a New Account for water service.

Operation and Maintenance Expenses means all costs and expenses incurred in connection with the operation, use and maintenance of the System, including, without limitation, all (i) repairs, additions and improvements to keep the System in an efficient and economical operating condition, (ii) payments of premiums for insurance carried on the System, (iii) payments of reasonable administrative expenses of City relating to the System, and (iv) generally all expenses of the System except depreciation and debt service payments related to any Bond.

Revenues means all income, moneys and receipts received by City, directly or indirectly, from the ownership, use or operation of the System including any waste material or by-products of the System, and also including investment income, but shall not include development fees imposed by City pursuant to Arizona Revised Statutes, Title 9, Chapter 4, Article 6.2 or any other fee imposed on a developer, builder or customer for a new water meter for water service however designated.

Senior Bonds means Senior Bonds (as defined in City's Resolution No. 09-15) issued or incurred pursuant to Resolution No. 09-15 and secured as to payment by a first lien on the Net Revenues, but shall not include any WIFA Loan Agreements.

Subordinate Obligations means any bonds or other obligations issued or incurred by City pursuant to Resolution No. 09-15 and secured as to payment by a subordinate lien on the Net Revenues which, by the terms of such bond or other obligation are secured by a lien on Net Revenues that is subordinate to the lien on Net Revenues securing the Senior Bonds and the WIFA Loan Agreements.

System means (i) all of the assets, properties and facilities of City's water system that lie within the boundaries of City, as now existing or hereafter modified, and (ii) all improvements, additions and extensions thereto and replacements thereof that are constructed or acquired and owned by City by purchase, contract or otherwise, and, in each such case under

clauses (i) and (ii), provided the same are used or useful or held for use in the operation of City's water system.

WIFA Loan Agreements means (i) all existing loan agreements entered into between City and WIFA, including those dated: November 20, 2009, as amended on December 5, 2014 (Loan #91A140-10); April 5, 2013, as amended on December 5, 2014 (Loan #920239-13 and Loan #920241-13); and April 5, 2013, as amended on June 20, 2014 and December 5, 2014 (Loan #910158-13); and (ii) all WIFA Loan Agreements between City and WIFA that are entered into after the Closing and that are secured by the Net Revenues.

(b) Security. The Growth Premium shall be payable solely from the Net Revenues that remain after all payments have been paid or set aside for payment of the Bonds and of any other obligations set forth in Resolution No. 09-15 (the "*Third Position Net Revenues*"). The Third Position Net Revenues are hereby pledged and assigned as security for the payment of the Growth Premium, subject to the prior liens securing the Bonds. This pledge and assignment of the Third Position Net Revenues made pursuant to this Section 2.17.3(b) shall be and constitutes a third and subordinate lien on and pledge of the Net Revenues.

(c) Additional Source of Funds and Additional Security. In addition to the pledge and assignment of Third Position Net Revenues as provided above, the Growth Premium shall be payable from City's receipt of (i) any development impact fee for potable water collected within the Territory after the Closing by City pursuant to Arizona Revised Statutes, Title 9, Chapter 4, Article 6.2 or (ii) any other fee, including fees under existing or future Line Extension Agreements and Advances in Aid of Construction agreements for potable water, however designated, collected within the Territory after the Closing by City (collectively, "*Growth Premium Impact Fee*"). The levy or imposition within the Territory after the Closing by City of any Growth Premium Impact Fee shall be a decision made by City exercising its sole and absolute discretion. If City levies or imposes a Growth Premium Impact Fee, the Growth Premium Impact Fee Revenues are hereby pledged and assigned as security for the payment of the Growth Premium as a first lien on the Growth Premium Impact Fee.

(d) Limited Recourse. Except as provided in this Sections 2.17.3, the Condemnation Defendants shall have no recourse against City for payment of the Growth Premium, whether against the City's general revenues or otherwise.

(e) Further Assurances. Upon and following the Closing Date, City and Condemnation Defendants shall execute and deliver such additional assurances that are consistent with City's Resolution No. 09-15 and with the terms of this Section 2.17.3 and take such other actions consistent with City's Resolution No. 09-15 and with the terms of this Agreement as shall be necessary, or reasonably acceptable to City and Condemnation Defendants, to confirm and assure the rights and obligations provided for in this Section 2.17.3 and render effective the security for the Growth Premium contemplated hereby.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Global Group. The Global Group, jointly and severally, represents and warrants to, and covenants with, City, as and at the date of this Agreement and as and at the Closing Date, as provided in this Section 3.1.

3.1.1 Corporate Status; Authority.

(a) Global. Global Water is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full corporate power and authority (i) to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein and (ii) to carry on its business and to own or lease and to operate its properties and assets as and in the places where such business is conducted and such properties or assets are owned, leased, or operated. Global Water is the sole member of Global LLC.

(b) Global LLC. Global LLC is a limited liability duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority (i) to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein and (ii) to carry on its business and to own or lease and to operate its properties and assets as and in the places where such business is conducted and such properties or assets are owned, leased, or operated. Global LLC is the sole shareholder of WMC.

(c) WMC, Valencia and WUGB. Each of WMC, Valencia and WUGB is a corporation duly organized, validly existing, and in good standing under the laws of the State of Arizona and has full corporate power and authority (i) to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein and (ii) to carry on its business and to own or lease and to operate its properties and assets as and in the places where such business is conducted and such properties or assets are owned, leased, and operated. Each of Valencia and WUGB is wholly owned by WMC.

(d) Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all requisite action by each of the Global Group. Each of Global Group duly executed and delivered this Agreement by its duly authorized officer, manager or member. This Agreement and all documents and instruments to be delivered by each of the Global Group pursuant to this Agreement constitutes (or will constitute on its execution and delivery) the valid and legally binding obligation of each of them and is enforceable against each of them in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, receivership, moratorium, and similar laws affecting creditors' rights generally, and to the availability of equitable remedies (whether asserted at law or in equity).

3.1.2 No Conflicts or Violations. The execution, delivery, and performance by each of the Global Group and the consummation of the transactions contemplated herein, do not and will not (a) conflict with or result in a violation or breach of or a default under (with or

without the giving of notice or the lapse of time or both) (i) any Applicable Law applicable to it or any of its Affiliates or to any of its properties or assets, (ii) its articles of incorporation or organization, bylaws or operating agreement, or other organizational documents, as they may have been amended, or (iii) subject to obtaining the Consents set forth on the attached Schedule 3.1.3, any Contract to which it is a party or by which it or any of its properties or assets may be bound affected.

3.1.3 Consents. Except as set forth on the attached Schedule 3.1.3, no Governmental Approval or other Consent is required to be obtained or made by Global, Valencia or WUGB in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated herein.

3.1.4 Compliance with Applicable Law. To the Best of Knowledge the Global Group, each of Global, Valencia and WUGB is in material compliance with all Applicable Law governing, affecting or relating to its properties and assets, including the Assets, the Line Extension Agreements, the Employees and the affairs and conduct of the Business, including federal, state and local laws, statutes, ordinances, rules and regulations relating to equal employment opportunities, fair employment practices, occupational health and safety, wages and hours, and discrimination. Without limiting the generality of the foregoing, to the Knowledge the Global Group, Companies have satisfied all of their obligations to date with respect to the filing of annual reports with the ACC, ADWR, ADEQ and ADHS.

3.1.5 Account and Revenue Data. All customer account consumption and revenue data for the Companies for the periods ended on December 31, 2014, 2013, 2012, 2011 and 2010 and the period beginning January 1, 2015, and ending February 28, 2015, which Companies have furnished to City, is true, correct and complete in all material respects.

3.1.6 Financial Statements. Global Water has delivered to City true, correct and complete copies of the internal financial statements of Companies as at and for the periods ended on December 31, 2014, 2013, 2012, 2011 and 2010 and the internal financial statements of Companies as at and for the period beginning January 1, 2015, and ending February 28, 2015, (collectively, the "Financial Statements"), including in each case a balance sheet and a statement of income. The Financial Statements are consistent with the internal books and records of Companies. The annual Financial Statements are audited on a consolidated basis. The Financial Statements have been prepared and maintained on the accrual method of accounting and in accordance with GAAP and the NARUC Uniform Systems of Accounts for water utilities. The Financial Statements do not omit any material asset or liability of Companies and are consistent with the internal books and records of Companies.

3.1.7 No Undisclosed Liabilities. Companies have no material liabilities, indebtedness, guarantees or obligations of any kind or nature, whether known or unknown, absolute, accrued, fixed or contingent, disputed or undisputed, matured or unmatured, liquidated or unliquidated, secured or unsecured, or otherwise and whether due or to become due except (a) as set forth on the attached Schedule 3.1.7; (b) as and to the extent reflected, disclosed or reserved against in the Financial Statements; (c) liabilities of the type that are not required by GAAP to be reflected in the Financial Statements; and (d) liabilities incurred since December 31, 2014 in the ordinary course of business consistent with past practice. Without limiting the

foregoing, except to the extent specifically disclosed in Schedule 3.1.7 and to the Best of Knowledge of the Global Group, there are no material:

- (a) overcharges to Customers;
- (b) due and unpaid refunds under any Line Extension Agreement; and
- (c) due and unrefunded Customer Deposits.

3.1.8 No Changes. Except as set forth on the attached Schedule 3.1.8, since December 31, 2014, Companies have conducted the Business only in the ordinary course of business. Without limiting the generality of the foregoing sentence, since such date there has not been:

(a) any material adverse change in the financial condition, results of the Business, the Assets, and liabilities of Companies or material adverse change in the Companies' contractual relations with any developer, builder or other Person who is a party to a Line Extension Agreement or with any of the other party to the Assigned Contracts; or

(b) any notice to Companies of (i) termination of any Assigned Contract, except in the ordinary course of business and consistent with past practice, or (ii) any default by Companies under any Assigned Contract.

3.1.9 Taxes. Except as set forth on Schedule 3.1.9:

(a) Companies have filed all Tax Returns that Companies were required to file prior to the date of this Agreement, and all such Tax Returns are correct and complete in all material respects;

(b) all Taxes owed by Companies (whether or not shown on any Tax Return) with respect to Tax Returns the due date of which preceded the date of this Agreement have been paid;

(c) to the Best of Knowledge of the Global Group, there are no outstanding requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment or collection of any Taxes or deficiencies against Companies, and there are no pending or, to the Knowledge of the Global Group, threatened examinations, audits, disputes or other proceedings concerning Companies' liability for any Taxes, and no issues have been raised with Companies in any examination by any taxing authority that could reasonably be expected to result in a proposed deficiency or assessment for any tax period following the Closing Date;

(d) there will be no Liens relating or attributable to Taxes on any of the Assets as of the Closing Date;

(e) Companies have, and as of the Closing Date will have, withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any Employee, director, shareholder, independent contractor, creditor, or other Person; and

(f) City shall have no transferee liability for any Taxes of Companies.

3.1.10 Litigation. Except as set forth on the attached Schedule 3.1.10, (a) there is no action, claim, lawsuit, proceeding, arbitration, grievance, citation, summons, subpoena or investigation of any nature, civil, criminal, regulatory (including any ACC complaint or proceeding), or otherwise, at law or in equity, pending or, to the Knowledge of the Global Group, threatened against Companies, the Assets or any of them, or the Business, or relating in any way to the transactions contemplated by this Agreement (whether as to its validity, enforceability, performance or otherwise), (b) neither Companies nor any of the Assets is a party to, subject to, or bound by any decree, order, injunction, settlement agreement, or arbitration decision or award (or agreement entered into in any administrative, judicial or arbitration proceeding with any Governmental Authority) with respect to or affecting the properties, assets, personnel or business activities of Companies or that would prevent or restrict Companies from entering into and performing this Agreement, and (c) no citation, fee, or penalty has been levied or asserted against Companies under any Environmental Laws or by the ACC or any other Governmental Authority within the three years prior to the date of this Agreement, and no such citation, fee or penalty is currently pending or outstanding.

3.1.11 All Assets. Except for the Excluded Assets and the Non-Owned Assets, the Assets include all properties, assets, rights, licenses, agreements and contracts, the use of which are necessary for the continued conduct of the Business substantially in the manner as it has been conducted, including the service of all Customers in substantially the same manner and substantially the same service levels as provided by Companies on the date of this Agreement.

3.1.12 Title to Assets. Except as set forth on the attached Schedule 3.1.12, Companies have, at and as of the date of this Agreement and will have at and as of the Closing Date, good and marketable title to all of the Assets free and clear of any Liens. Except as set forth on the attached Schedule 3.1.12, upon the Closing (but not before), City will have and receive good and marketable title to, and possession of, all of the Assets free and clear of any Liens. Companies shall pay in full all Liens on the Assets at or prior to the Closing Date. Notwithstanding the foregoing, Companies shall cause the exceptions on Schedule 3.1.12 to be removed on or before the Closing.

3.1.13 Receivables. Companies shall deliver to City, no sooner than ten (10) Business Days before and no later than three (3) Business Days before the Closing Date, a schedule of all Customer Accounts. The schedule of Customer Accounts will be true, correct and complete in all material respects.

3.1.14 Accounts Payable. Companies shall deliver to City, no sooner than ten (10) Business Days before and no later than three (3) Business Days before the Closing Date, a schedule of all accounts payable of Companies as of the delivery date. The schedule of accounts payable delivered by Companies to City will be true, correct and complete in all material respects.

3.1.15 Contracts.

(a) The attached Schedule 3.1.15 contains a complete and accurate list of all material agreements, contracts, commitments, and other instruments and arrangements (whether written or oral) of the types described below by which any of Companies or any of their assets,

businesses, or operations receive benefits or to which any of Companies is a party or by which any of the Companies is bound (collectively the “Contracts”):

- (i) leases, licenses, permits, franchises, insurance policies, warranties, guarantees, Governmental Approvals, and other contracts concerning or relating to Companies' real property,
- (ii) contracts for capital expenditures in excess of \$20,000 each;
- (iii) performance bonds, collection bonds, bid bonds, suretyship agreements and similar instruments;
- (iv) agreements providing for the leasing to or by Companies of personal property if the agreement is an Assumed Liability;
- (v) Line Extension Agreements; and
- (vi) agreements or instruments under which Companies have acquired or hold water rights.

(b) Copies of Contracts. Global Water has delivered to City true, complete and correct copies of all written Assigned Contracts, and all amendments, supplements, addenda, side agreements, renewals or extensions thereto. The Assigned Contracts do not include any oral Contracts.

(c) Contracts Enforceable. To the Best of Knowledge the Global Group, all of the Contracts are in full force and effect and are enforceable against each party thereto in accordance with their terms. Companies have not released any material right or benefit under any of the Contracts. Except as set forth on the attached Schedule 3.1.3, no Consent of any third party is required under any Contract as a result of or in connection with, and the enforceability of any Contract will not be affected in any manner by, the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated herein.

(d) No Association Membership. Companies are not a member of any property owner's association.

3.1.16 Water Rights. The only water rights claimed by Companies as a basis to withdraw and deliver water to existing Customers and future customers of Companies are (a) the Service Area rights, (b) the rights set forth in Companies' CC&Ns, and (c) the rights of Companies to water, permits, contracts, subcontracts and other water related rights set forth in the attached Schedule 2.1(h). To the Knowledge of the Global Group, the water rights described above are all of the water rights that are needed for, or used by, Companies to operate the Business as of the date hereof in a manner consistent with Companies' prior practice.

3.1.17 Environmental Matters.

(a) Except as disclosed on the attached Schedule 3.1.17, to the Knowledge of the Global Group, since December 31, 2012, (i) Companies have not received any notice, citation, administrative ruling, summons, complaint, order, decree or other written communication alleging that Companies are not in material compliance with any applicable Environmental Laws, that remains unresolved, and (ii) there is no claim pending or, to the Knowledge of the Global Group, threatened against Companies relating to any alleged or actual violation of any Environmental Laws.

(b) Except as disclosed on the attached Schedule 3.1.17, to the Knowledge of the Global Group there are no underground storage tanks or underground gasoline, diesel or similar tanks located at any of the Owned Real Property or any of the Leased Real Property.

(c) To the Knowledge of the Global Group, Global Water has provided or made available to City all (and has not withheld from City any) assessments, studies, analyses, reports and test results, in the possession, custody, or control of the Global Group dated after December 31, 2012, relating to the environmental conditions on, under, or about any of the Owned Real Property or any of the Leased Real Property.

3.1.18 Line Extension Agreements. To the Best of Knowledge of the Global Group, Schedule 2.1(c), lists each and every Line Extension Agreement and correctly and accurately shows for each such agreement, at and as of the date of this Agreement: (a) all advances received by Companies and (b) all funds subject to refund pursuant to the agreement. No sooner than ten (10) Business Days before and no later than three (3) Business Days before the Closing Date, Companies shall deliver to City an updated schedule showing all of such information as of the date of delivery, and the schedule delivered by Companies to City will, to the Best of Knowledge of the Global Group be true, correct and complete in all material respects. To the Best of Knowledge of the Global Group, Companies have delivered to City true, correct and complete copies of all of the Line Extension Agreements, including all amendments, modifications, supplements, extensions and renewals thereof.

3.1.19 Brokers. All negotiations relating to this Agreement and the transactions contemplated herein have been carried on without the participation of any Person acting on behalf of the Global Group or any of their Affiliates in any way or manner as to give rise to any valid claim against the Global Group, or any of their Affiliates, or City for any broker's or finder's commission, fee, or similar compensation, or for any bonus payable to any shareholder, director, officer, employee, agent, or sales representative of or consultant to any of the Global Group or any of their Affiliates by reason of the Parties entering into this Agreement or upon the consummation of the transactions contemplated herein or otherwise, except to the extent officers or employees of Global or Companies might receive bonuses in connection with the transactions contemplated herein, so long as such bonuses are paid from the Closing Payment or the Aggregate Growth Premium and otherwise not from Companies' funds.

3.2 Representations and Warranties of City. City represents and warrants to and covenants with, the Global Group, as and at the date of this Agreement and as of the Closing Date, as provided in this Section 3.2:

3.2.1 Status; Authorization. City is an Arizona municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Arizona with full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, and the consummation of the transaction contemplated herein, have been duly authorized by all requisite action of City. City has duly executed and delivered this Agreement. This Agreement and all documents and instruments to be delivered by City under this Agreement constitute (or will constitute on their execution and delivery) the valid and legally binding obligation of City enforceable against City in accordance with their terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, receivership, moratorium, and similar laws affecting creditor's rights generally, and to the availability of equitable remedies (whether asserted at law or in equity).

3.2.2 No Conflicts. The execution, delivery, and performance by City of this Agreement and the consummation of the transactions contemplated herein do not and will not conflict with or result in a violation of or under (with or without the giving of notice or the lapse of time or both) (i) any Applicable Law applicable to City or any of its properties or assets or (ii) any contract to which City is a party or by which it or any of its respective properties or assets may be bound or affected.

3.3 General Provisions regarding Representation and Warranties. The following provisions shall apply to all representations and warranties of any of the Parties to this Agreement:

3.3.1 No Other Representation or Warranties. Each Party to this Agreement hereby expressly acknowledges and agrees that it has not relied on, and no other Party has made, any representation or warranty, expressed or implied (all implied warranties being hereby expressly disclaimed), except for those representations and warranties that are expressly set forth in the Agreement.

3.3.2 Specific Overrides General. To the extent that any matter is addressed by a specific representation or warranty, any more general representation shall be deemed not to apply to such a matter.

3.3.3 One Disclosure Suffices. Anything that is duly disclosed to City pursuant to this Agreement, including on any Schedule hereto, shall be deemed to have been disclosed on all applicable schedules to this Agreement.

3.3.4 AS-IS WHERE-IS CONDITION: CITY ACKNOWLEDGES THAT NO MEMBER OF THE GLOBAL GROUP HAS MADE ANY REPRESENTATIONS OR WARRANTIES OR COVENANTS THAT ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT OR INSTRUMENT ATTACHED HERETO OR DELIVERED PURSUANT TO THE PROVISIONS OF THIS AGREEMENT. EXCEPT FOR THOSE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN: (A) CITY IS ACQUIRING THE ASSETS AND ASSUMED LIABILITIES IN THEIR "AS-IS WHERE-IS" CONDITION AND THAT IT IS RELYING UPON ITS OWN INVESTIGATION AND ANALYSIS; (B) CITY HAS NOT

RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF ANY MEMBER OF THE GLOBAL GROUP OR ANY AGENT OR EMPLOYEE OF THE GLOBAL GROUP WHICH IS NOT SET FORTH IN THIS AGREEMENT; (C) CITY HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS REGARDING THE ASSETS AS CITY DEEMS NECESSARY AND SHALL RELY UPON SAME (AND NOT ON ANY REPRESENTATION, INFORMATION OR DOCUMENTATION RECEIVED FROM THE GLOBAL GROUP THAT IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT); AND (D) CITY FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION 3.3.4 WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE CONDEMNATION PRICE.

3.3.5 ACKNOWLEDGEMENT. THE GLOBAL GROUP ACKNOWLEDGES THAT CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES OR COVENANTS THAT ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT OR INSTRUMENT ATTACHED HERETO OR DELIVERED PURSUANT TO THE PROVISIONS OF THIS AGREEMENT. THE GLOBAL GROUP ACKNOWLEDGES AND AGREES THAT THE REPRESENTATIONS AND WARRANTIES OF THE GLOBAL GROUP IN THIS SECTION 3.1 WERE AND ARE A MATERIAL INDUCEMENT TO CITY ENTERING INTO THIS AGREEMENT.

ARTICLE 4 ADDITIONAL COVENANTS

4.1 Transferred Employees.

4.1.1 Employees. City shall offer employment to all of the employees of Global Water listed on Schedule 4.1.1 (the “Employees”) at his or her same base salary or hourly wage (which salaries and wages Companies have delivered to City and which the Global Group represents to City are true and correct) and otherwise upon such terms and conditions as City determines in its sole discretion, and subject to City’s normal hiring policies and procedures. City shall employ, as of the day after the Closing Date, the Employees who accept City's offer of employment and who satisfy City’s normal hiring policies and procedures (each a “Transferred Employee”). Global Water shall terminate its employment of each Transferred Employee on such date. Each Transferred Employee shall be employed by City for a period of twenty (20) weeks after the Closing Date, subject to earlier termination for cause. Effective on the Closing Date, each Transferred Employee shall be entitled to the same employee benefits that are available to similarly situated new employees of City and on the same basis they are so provided or offered to such new employees of City (including health insurance coverage effective as of the day after the Closing Date). A Transferred Employee who desires to be employed by City after the expiration of such twenty (20) week period must apply for employment with City in accordance with City's policies and procedures and Applicable Law.

4.1.2 Pre-Closing Pay. Global Water shall be responsible for paying all, and City shall have no responsibility for paying any, of the severance compensation or benefits of any and every kind and description, including without limitation base pay, salaries, wages, bonuses, commissions, severance and vacation, sick days and personal time off, accrued or

earned by or otherwise payable to each Transferred Employee through and including the Closing Date and for each other Employee through and including his or her termination of employment by Global Water.

4.2 Conduct of Business.

4.2.1 Preservation of Business. From the date of this Agreement and through and including the Closing Date (and thereafter with respect to any covenant or agreement extending beyond the Closing Date), unless otherwise consented to by City in writing, Companies shall: (a) carry on the Business in, and only in, the ordinary course and consistent with their prior practice; (b) maintain the Assets in the same operating condition and repair as at the date of this Agreement, ordinary wear and tear excepted; (c) use reasonable efforts to preserve intact their present business organizations; (d) use reasonable efforts to preserve their relationships with Customers, developers, builders, vendors, suppliers and others having business dealings with Companies; (e) use reasonable efforts to keep available to City the opportunity to employ the Employees; and (f) keep and maintain in full force and effect all of their existing insurance policies with respect to the Assets or the Business; all with the goal and intent that the goodwill and ongoing Business shall be in all material respects unimpaired as of the Closing Date.

4.2.2 Consent Required. From the date of this Agreement and through and including the Closing Date (and thereafter with respect to any covenant or agreement extending beyond the Closing Date), unless otherwise consented to by City in writing, Companies shall not: (a) except in the ordinary course of the conduct of the Business and consistent with Companies' past practice, enter into any contract or commitment, incur any liability (absolute or contingent), waive any right, or enter into any other transaction that could materially and adversely affect the Assets or the Business; (b) permit any Lien (monetary or otherwise) to be imposed on or placed against any of the Assets (and, if so imposed or placed, shall cause the same to be removed prior to the Closing Date); (c) change any compensation or benefits payable to or in respect of any Employee, except for normal annual cost of living and/or merit increases in the ordinary course of the conduct of the Business and consistent with Companies' past practice; or (d) take or omit to take any action that, if taken or omitted prior to the date of this Agreement, would constitute a breach of any of the representations or warranties of Companies in this Agreement or in any of the Schedules.

4.3 Further Actions.

4.3.1 Good Faith Efforts. City and Companies agree to use reasonable good faith efforts to take all actions and to do all things necessary, proper or advisable to consummate the transactions contemplated herein as soon as is reasonably possible, including by way of illustration obtaining the Final Order.

4.3.2 Obtain Consents. Except for the approvals required for transfer of the CAP agreements which will be obtained on a post-closing basis, City and Companies shall, as promptly as practicable, file or supply, or cause to be filed or supplied, all applications, notifications and information required to be filed or supplied by it pursuant to Applicable Law in connection with this Agreement and the consummation of the transactions contemplated herein.

City and Companies, as promptly as practicable, shall use all reasonable efforts to obtain all Consents (including, without limitation, all Governmental Approvals and Consents required under any Contract) necessary to be obtained hereunder in order to consummate the transactions contemplated herein.

4.3.3 Cooperation. City and Companies shall, and shall cause each of their Affiliates to, coordinate and cooperate with one another in exchanging such information and providing such assistance as may be reasonably requested by a Party in connection with the filings and other actions contemplated in this Agreement.

4.3.4 Notification. At all times prior to the Closing Date, City and Companies shall promptly notify one another in writing of any fact, condition, event, or occurrence that will or may result in the failure of any of the conditions precedent contained in Article 5, promptly upon becoming aware of the same.

4.3.5 Access to Companies. Unless and until this Agreement is terminated in accordance with Article 7, until the Closing Date, Companies shall, unless prohibited by Applicable Law, provide to City and its employees, consultants, and representatives complete access to Companies' facilities, plants, properties, assets, books, records, contracts, agreements, ACC filings and directives, ADWR filings and directives, ADEQ filings and directives, and other information reasonably requested by City or its employees, consultants or representatives, and Global Water and Companies shall cause the officers, employees, consultants, and other agents and representatives of Companies to cooperate fully with City and its officers, employees, attorneys, accountants, consultants, advisers, and other agents and representatives in connection with City's due diligence investigation and integration planning.

4.3.6 City's Due Diligence. In addition to the provisions of Article 5 below, commencing on the date of this Agreement and continuing until the Closing Date, City may conduct a due diligence review, investigation and inquiry respecting the Assets, the Assumed Liabilities, and the Business and including, without limitation, the following: (i) an engineering review of all of Companies' assets; (ii) a review of Companies' employee records to the extent permitted under Applicable Law; (iii) volumetric consumption data and other customer data; (iv) a review of existing Line Extension Agreements and any similar agreements; (v) a financial analysis and projection of revenues, expenses and capital expenditures; and (vi) such other matters as City deems relevant in its discretion. For the avoidance of doubt, the obligation of City to proceed to Closing is not subject to City's satisfaction with any further due diligence investigation (other than relating to the updating of Schedules pursuant to Section 4.11).

4.3.7 City's Acknowledgments. The assets described on Schedule 4.3.7 (the "Non-Owned Assets") are not owned by the Condemnation Defendants and are not included in the Assets. City acknowledges that it will need to, if it so desires, secure replacements or substitutes for the Non-Owned Assets. Condemnation Defendants make no representation or warranty that the Assets are all assets City will require for continued operation of the Business. City is not acquiring any assets of Condemnation Defendants that are not used by the Condemnation Defendants in the ordinary course of the Business.

4.3.8 Coverage. During the Growth Period, City agrees to comply with the provisions of Section 9 of City's Resolution No. 09-15 (as it exists on the date hereof) adopted by its mayor and council on March 17, 2015.

4.4 Further Assurances. Upon and following the Closing Date, City and Condemnation Defendants shall, and shall cause each of their Affiliates to, from time to time and without any additional consideration, execute and deliver such additional stipulations, instruments, documents, conveyances, or assurances consistent with the terms of this Agreement and take such other actions consistent with the terms of this Agreement as shall be necessary, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby. In the event this Agreement does not proceed to Closing, is terminated, or both, City and Condemnation Defendants shall, and shall cause each of their Affiliates to, from time to time and without any additional consideration, execute and deliver such additional stipulations, instruments, documents, conveyances, or assurances, consistent with Article 7.

4.5 Notice to ACC. After the Closing, and after entry of the Final Order of Condemnation, Valencia will file a notice with the ACC that the Assets have been condemned and that its status as public service corporation has been terminated by the Court, and requesting that the ACC reflect the termination of the CC&Ns on the records of the ACC.

4.6 Transition Services Agreement. On the Closing, Companies and City agree to enter into a Transition Services Agreement in the form attached as Exhibit D, providing for operational and management assistance to be provided by Companies or their Affiliates to City after the Closing Date for the period of time set forth therein. The Transition Services Agreement may include a form of a nonexclusive license to City for the use of FATHOM, if and to the extent provided therein.

4.7 Costs of Transaction. Except as expressly provided otherwise in this Agreement, each Party and each Party's Affiliates shall bear their own costs and expenses, including the fees and costs of attorneys, accountants, financial advisors and consultants, in connection with the negotiation, due diligence investigation, preparation and consummation of this Agreement and the transactions contemplated in this Agreement. There shall be no proration of any item of cost or expense relating to the Assets except as expressly provided in this Agreement.

4.8 Public Announcements. No Party, no Party's Affiliates, and no shareholders, directors, officers, employees, agents or representatives of a Party or its Affiliates, shall issue any press release or make any public disclosure or announcement (or any statement that a reasonable natural person might believe could result in a public disclosure) with respect to this Agreement or the transactions contemplated hereunder, unless City and Global agree in writing on the text and timing thereof; provided, however, nothing contained in this Section 4.8 shall prevent a Party at any time from furnishing any information to any Governmental Authority if required by Applicable Law or to comply with any Applicable Law. Unless otherwise required by an Applicable Law or a Governmental Authority or under this Agreement, each Party agrees that such Party and such Party's shareholders, directors, officers, employees, agents and those of its

Affiliates shall keep in strict confidence the fact and the content of the negotiations and agreements concerning the transactions contemplated in this Agreement until such time as City and Global Water agree on a press release or public announcement or otherwise consent in writing.

4.9 Confidentiality Agreement. City and Global Water have entered into the confidentiality letter agreement dated November 8, 2012, as extended by letter agreement dated September 2, 2014 (the “Confidentiality Agreement”). Section 7 of the Confidentiality Agreement is hereby amended to be consistent with the provisions of Section 4.1.1 of this Agreement. The Confidentiality Agreement otherwise shall continue in accordance with its terms until the Closing, at which time it shall terminate. In addition, City will, within ninety (90) days after the Closing Date, delete from information delivered by Companies to City on or prior to the Closing Date all of the information that City determines in good faith does not relate either to (a) the water utility system being condemned by City, (b) the Assets and the Assumed Liabilities, or (c) any of the covenants or obligations of City or the Global Group under this Agreement.

4.10 Retention of Excluded Books and Records. The Global Group shall maintain and retain, at a site in Maricopa County, Arizona, all of the Excluded Books and Records that in any way pertain to the Business or the Assets for a period of seven (7) years after the Closing Date. City shall have the continuing right to inspect and copy any or all of such Excluded Books and Records after the Closing Date from time to time during normal business hours and upon reasonable notice to Global Water for the entire seven (7) year period after the Closing Date. Similarly, Companies shall have the continuing right to inspect and copy after the Closing Date any and all of Companies’ books and records acquired by City hereby from time to time during normal business hours and upon reasonable notice to City for the entire seven (7) year period after the Closing Date.

4.11 Supplementation and Correction of Information. From time to time prior to the Closing, the Global Group shall have the right (but not the obligation) to supplement or amend the Schedules hereto with respect to any matter hereafter arising after the date hereof (each a “Schedule Supplement”). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 6.2.1 have been satisfied; provided, however, that if the Global Group notifies City in writing at the time of the delivery of any Schedule Supplement that such Schedule Supplement would cause the condition set forth in Section 6.2.1 not to be satisfied, City shall have ten (10) Business Days to request any supplemental information relevant to the Schedule Supplement that City in its reasonable discretion deems necessary or desirable and the Global Group shall promptly provide City with such supplemental information. If City does not notify the Global Group in writing within ten (10) Business Days after receipt by City of all such supplemental information that City has elected to terminate this Agreement, then the delivery of any such Schedule Supplement will be deemed to have cured any inaccuracy in or breach of representation or warranty that otherwise might have existed hereunder and City shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such new matter and, further, shall have irrevocably waived its right to indemnification with respect to such new matter. In the event the

Global Group provides a notice set forth in this Section 4.12 along with a Schedule Supplement, the Global Group shall also promptly provide any additional information relating thereto as City may reasonably request.

ARTICLE 5 REAL PROPERTY

5.1 Escrow Agent and Instructions. Promptly after execution of this Agreement by the Parties, an escrow (the “Escrow”) shall be opened with Escrow Agent to facilitate the consummation of the condemnation of the Owned Real Property pursuant to this Agreement.

5.1.1 Escrow Instructions. This Article 5 constitutes escrow instructions to Escrow Agent. However, if required by Escrow Agent, City and Companies shall execute and deliver to Escrow Agent printed form escrow instructions to the extent they are consistent with this Agreement. In the event of any conflict between the provisions of the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by a Party of such Party’s covenants and obligations under this Agreement or such deed, instrument or document.

5.1.2 Escrow Agent's Acceptance. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent’s acceptance of the instructions to, and the obligations of, Escrow Agent as set forth in this Article 5 and, if applicable, the printed form escrow instructions.

5.1.3 Date Escrow Opened. Escrow Agent shall notify the Parties in writing of the date on which it received fully executed copies of this Agreement and which notice is Escrow Agent's further agreement to act as Escrow Agent hereunder.

5.1.4 Closing of Escrow. The conveyance and acquisition of the Owned Real Property and the consummation of the transactions contemplated in this Article 5 shall occur on the Closing. City and Companies each authorize Escrow Agent on the Closing Date (but not before) to: (a) execute an affidavit of real property value as required by Arizona law; and (b) deliver the Final Order in a recordable form to the Maricopa County Recorder for recording to vest title to the Assets in City.

5.1.5 Code Reports. Escrow Agent is the party responsible for closing the transactions related to the Owned Real Property within the meaning of Code Section 6045(e)(2)(A). Escrow Agent shall file all necessary information reports, returns and statements (collectively, “Reports”) regarding such transactions as are required by the Code, including, but not limited to, the reports required under Code Section 6045. Escrow Agent further agrees to indemnify and hold Companies, City and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, and expenses resulting from Escrow Agent’s failure to file, or incorrectly filing, the Reports that Escrow Agent is hereby required to file.

5.1.6 Property Taxes and Escrow Fees. Escrow fees shall be paid one-half by City and one-half by Companies. Companies shall pay on or before the Closing Date all real property taxes and assessments and other similar taxes and any interest and penalties, on Owned Real Property that would be a Lien on any Owned Real Property at or as of the Closing Date. Notwithstanding the foregoing or any other provisions of this Agreement to the contrary, on or before that Closing Date, Companies shall pay or cause to be paid all real property taxes and any interest and penalties on the Owned Real Property that are due and unpaid as of the date of this Agreement or the Closing Date pursuant to ARS Section 12-1124.

5.1.7 No New Assessments. Companies shall not, without the prior written consent of City, in its discretion, consent to the imposition of any assessment against the Owned Real Property if such assessment would be required to be paid, in whole or in part, by City. Companies shall give City timely written notice of any proposed governmental action, including, but not limited to, the formation of an improvement district or other similar district that could result in the imposition of assessments against the Owned Real Property.

ARTICLE 6 CONDITIONS PRECEDENT; CLOSING DELIVERIES

6.1 Conditions to Obligations of All Parties. The obligations of each of the Parties to consummate the transactions contemplated by this Agreement shall be and are subject to the fulfillment on or prior to the Closing Date, or the written waiver by all of the Parties, of each of the following conditions, which each Party agrees to use reasonable efforts in good faith to fulfill or cause to be fulfilled:

6.1.1 Final Order. The Court in the Condemnation Action shall have signed and entered the Final Order and, if any third party has formally intervened in the Condemnation Action, all appeal periods shall have run with no appeals having been filed (or, if any appeals have been filed, they have been decided in favor of the Parties), and the Final Order shall not have been recorded with the Maricopa County Recorder's office prior to Closing.

6.1.2 Injunction. Consummation of the transactions contemplated hereby shall not have been restrained, enjoined or otherwise prohibited by any Applicable Law, including any order, injunction, decree, or judgment of any court or other Governmental Authority. No court or other Governmental Authority shall have determined Applicable Law to make illegal the consummation of the transactions contemplated hereby, and no proceeding with respect to the application of any such Applicable Law to such effect shall be pending.

6.2 Conditions to Obligations of City. The obligations of City to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by City, in its sole discretion) on or prior to the Closing Date of the following additional conditions:

6.2.1 Representations and Performance. The representations and warranties of the Global Group contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and as of the Closing Date. Condemnation Defendants shall have duly performed and complied in all material respects with all covenants and agreements and

conditions required by this Agreement to be performed or complied with by Condemnation Defendants prior to or on the Closing Date.

6.2.2 Condemnation Compensation. No Persons will be entitled to any compensation or remuneration under the Condemnation Action other than Companies.

6.2.3 Financing. City shall have received the proceeds of, and there shall have closed, the sale of bonds or other financing in an amount sufficient, in City's sole discretion, to finance the Closing Payment and such costs and expenses relating to such financing, incurred in connection with entering into or in performing this Agreement as City determines in its sole discretion (the "Financing").

6.2.4 Consents and Governmental Approvals. All Consents (including by way of illustration Consents to the assignment of the Assigned Contracts) and all Governmental Approvals required prior to the Closing of the transactions contemplated in this Agreement shall have been obtained.

6.2.5 Final Order. Condemnation Defendants shall have complied with Sections 2.2, 2.3 and 2.4 and the court shall have entered the Final Order.

6.2.6 Tax Clearance. Companies shall have delivered to City on or before the Closing Date a response from the Arizona Department of Revenue to Companies' tax clearance application to the Arizona Department of Revenue that Companies are in good standing in all material respects.

6.2.7 Other Documents. Condemnation Defendants will deliver to City or the Escrow Agent as applicable on or before the Closing Date:

- (a) a Transition Services Agreement duly executed by Condemnation Defendants;
- (b) an Assignment and Assumption Agreement in the form attached hereto as Exhibit E, duly executed by Condemnation Defendants;
- (c) such other evidence of the performance of all covenants and satisfaction of all conditions required of Condemnation Defendants by this Agreement, at or prior to the Closing Date, as City or its counsel may reasonably require;
- (d) an affidavit in such form as is acceptable to Escrow Agent and to the Parties stating under penalty of perjury that neither of Companies is a "foreign person," as such term is defined in Code Section 1445(f)(3);
- (e) wire transfer instructions for the payment of the Closing Payment, which shall be furnished by Companies to Escrow Agent at least three (3) Business Days before the Closing Date; and

(f) the titles to all vehicles to be sold hereunder to City duly endorsed for transfer to City by Condemnation Defendants and WMC, as applicable.

6.2.8 No Other Conditions. City acknowledges and agrees that there are no conditions to its obligations under this Agreement that are not expressly set forth herein. By way of example, and not limitation, City's obligations under this Agreement are not contingent upon approval by the ACC, but the Condemnation Defendants acknowledge that City has no control over the acts of non-Parties, such as a non-Party's challenge to the Final Judgment or Final Order or to City's bond financing.

6.3 Conditions to Obligations of Condemnation Defendants. The obligation of Condemnation Defendants to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by Condemnation Defendants in their sole discretion), on or prior to the Closing Date, of the following additional conditions:

6.3.1 Representations, Performance. The representations and warranties of City contained in this Agreement shall be true and correct in all material respects at and as of the date hereof, and as of the Closing Date. City shall have duly performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by City prior to or on the Closing Date.

6.3.2 Action by Governmental Authority. No Governmental Authority shall have taken or threatened to take any action that could, in the Global Group's reasonable discretion, have a material adverse effect on any member of the Global Group or its Affiliates.

6.3.3 Final Order. City shall have complied with Sections 2.2, 2.3 and 2.4 and the court shall have entered the Final Order.

6.3.4 Condemnation Price and Other Documents. City will deliver to Condemnation Defendants or the Escrow Agent at or prior to Closing:

(a) the Closing Payment in the manner specified in Section 2.13, subject to adjustment in Section 2.16;

(b) a Transition Services Agreement duly executed by City;

(c) an Assignment and Assumption Agreement duly executed by City;

(d) if issued and entered by the court, the Final Order in a recordable form for recording on, but not prior to, the Closing Date; and

(e) such other evidence of the performance of all covenants and satisfaction of all conditions required of City by this Agreement, at or prior to the Closing Date, as Condemnation Defendants or their counsel may reasonably require.

6.3.5 No Other Conditions. Condemnation Defendants acknowledge and agree that there are no conditions to its obligations under this Agreement that are not expressly set forth herein. By way of example and not limitation, the Condemnation Defendants' obligations

under this Agreement are not contingent upon approval by the ACC, but City acknowledges that the Condemnation Defendants have no control over the acts of non-Parties, such as a non-Party's challenge to the Final Judgment or Final Order or to City's bond financing.

ARTICLE 7 TERMINATION

7.1 Termination. This Agreement may be terminated at any time prior to the Closing Date: (a) by City by written notice to Condemnation Defendants (i) pursuant to either Section 2.11 or Section 4.11, or both, (ii) if the representations and warranties of Condemnation Defendants shall not have been true and correct in all material respects as of the date when made or (iii) if any of the conditions set forth in Section 6.1 or 6.2 shall not have been, or if it becomes apparent to City in its reasonable discretion that any of such conditions will not be, fulfilled by 5:00 p.m. Phoenix, Arizona time on July 15, 2015, unless such failure shall be due to the failure of City to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing Date; or (b) by Condemnation Defendants by written notice to City if (i) the representations and warranties of City shall not have been true and correct in all material respects as of the date when made or (ii) any of the conditions set forth in Section 6.1 or 6.3 shall not have been, or if it becomes apparent to Condemnation Defendants in their reasonable discretion that any of such conditions will not be, fulfilled by 5:00 p.m. Phoenix, Arizona time on July 15, 2015, unless such failure shall be due to the failure of Condemnation Defendants to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by them prior to the Closing Date.

7.2 Effect of Termination. In the event of the termination of this Agreement pursuant to the provisions of Section 7.1: (a) this Agreement shall terminate and have no further force or effect, without any liability to any Person in respect hereof or of the transactions contemplated hereby on the part of any Party hereto, or any of its Affiliates or any of its or its Affiliates' directors, officers, employees, agents, consultants, representatives, advisers, or stockholders, except: (i) as specified in Subparagraphs (b) and (c) below; or (ii) for any liability resulting from such Party's material breach of this Agreement; (b) City shall deliver to Condemnation Defendants or destroy (and, if destroyed, will so represent to Condemnation Defendants) all materials delivered to or acquired from Condemnation Defendants by City ("Condemnation Defendants' Materials"), shall agree on a stipulation to dismiss the Condemnation Action with prejudice (with the Parties to bear their own attorneys' fees and costs) ("Stipulation of Dismissal with Prejudice"), and the Final Judgment, Partial Satisfaction of Judgment and Final Order, as applicable, shall be (i) deemed void and of no effect and (ii) simultaneous with the filing of the Stipulation of Dismissal with Prejudice, also vacated by stipulation of the Parties; (c) City will maintain the confidentiality of, and not disclose to any third Person (other than its attorneys and other consultants to the extent reasonably required for the negotiation and processing of the transaction contemplated by this Agreement) any information obtained by City from or through Condemnation Defendants' Materials except to the extent such information is generally available to the public or required to be disclosed pursuant to legal process or Applicable Law; and (d) Escrow Agent shall return all materials relating to this Agreement in its possession.

ARTICLE 8 NONCOMPETE

8.1 Noncompete. During the Restrictive Period (defined below), the Global Group shall not, and shall not permit any Affiliate of the Global Group to, do any of the following:

- (a) engage in the Business anywhere in City's current Municipal Planning Area and, to the extent not the same area, in the geographical areas of the Certificated Areas; or
- (b) acquire a debt or equity interest or an option to acquire such an interest in any Person engaged in the Business anywhere in the Territory.

As used herein, the term "Restrictive Period" means the period of time that commences on the Closing Date and ends on the five (5) year anniversary of the Closing Date; provided, however, the Restrictive Period shall be suspended and shall not run during any period of time during which any member of the Global Group or any of their Affiliates is in default under this Section 8.1.

8.2 Injunctive Relief. The Global Group recognizes that City will suffer irreparable damage if any of the Global Group or any Affiliate of the Global Group fails to comply with any of the covenants and obligations under Section 8.1 and acknowledges that it will be difficult, if not impossible, for City to compute the damages to City as a result of any breach of the covenants and obligations under Section 8.1 and, therefore, City is without an adequate legal remedy in the event any of the Global Group or any Affiliate of the Global Group breaches any of such covenants or obligations. The Global Group expressly agrees that City shall be entitled to seek from any court of competent jurisdiction an order to enjoin any such breach, threatened or actual, of any of the covenants or obligations contained in Section 8.1. In addition to the foregoing provisions of this Section 8.2 or any other provisions of this Agreement, City may pursue any and all other remedies, at law or in equity, available to City by reason of such breach or threatened breach by any of the Global Group or any Affiliate of the Global Group of any of the covenants or obligations under Section 8.1.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification By Global Group. To the extent permitted by Applicable Law, but subject to the limitations set forth in Section 9.4 and 9.5, each of the Global Group, jointly and severally covenants and agrees to defend, indemnify and hold harmless City, and its council members, officers, managers, employees, attorneys, consultants, advisors, agents, representatives and Affiliates (collectively, the "City Indemnitees") for, from and against, and to pay or reimburse City Indemnitees for, any and all claims, amounts paid in settlement of claims, liabilities, obligations, losses, fines, penalties, costs, royalties, proceedings, deficiencies and damages (whether absolute, accrued, conditional, or otherwise and whether or not resulting from third party claims), including without limitation any out-of-pocket expenses and the reasonable fees and costs of attorneys, accountants, consultants and experts, incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder, whether or not suit is brought and at trial and all levels of appeal and in bankruptcy, insolvency or similar

proceedings, arising under or resulting in any way to this Agreement, including the Schedules, but excluding any consequential damages (collectively, "Losses"), resulting from or arising out of:

(a) any material inaccuracy of any representation or warranty by the Global Group contained in this Agreement;

(b) any failure of Condemnation Defendants to perform or breach of any covenant or agreement in this Agreement or in any certificate, instrument or document delivered or to be delivered by any of the Global Group pursuant to this Agreement or to fulfill any other obligation in respect hereof or thereof;

(c) any claims asserted from and after May 15, 2006, and through and including the Closing Date by any Governmental Authority based on, arising out of, or relating to any Tax liability of any of the Global Group (or their shareholders or owners); and

(d) any failure on the part of the Global Group to pay or perform any of the Retained Liabilities;

(e) any and all claims and liabilities to the extent based on, arising out of, or relating to any of the Excluded Assets; and

(f) any breaches by the Global Group of any of its obligations under Sections 2.9.1 and 2.9.2.

Notwithstanding the foregoing or anything else contained in this Agreement, no member of the Global Group shall have any liability for Losses incurred by City Indemnitees based on information about the Global Group or the transactions contemplated by this Agreement (including information provided by the Global Group in connection with this Agreement) that is included in City's bond offering documents or otherwise disclosed in connection therewith.

9.2 Indemnification by City. To the extent permitted by Applicable Law, but subject to the limitations set forth in Section 9.4 and 9.5, City covenants and agrees to defend, indemnify and hold harmless each member of the Global Group, and their officers, directors, employees, agents, advisors, representatives, and Affiliates (collectively, the "Global Indemnitees") from and against, and to pay or reimburse Global Indemnities for, any and all Losses resulting from or arising out of:

(a) any material inaccuracy of any representation or warranty by City contained in this Agreement; or

(b) any failure of City to perform any covenant or agreement hereunder or to fulfill any other obligation in respect hereof.

9.3 Indemnification Procedures. In the case of any claim by a City Indemnitee or a Global Indemnitee (any of which, an "Indemnified Party") for indemnification under this Article 9, notice shall be given by the Indemnified Party to the Party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any

claim as to which indemnity may be sought hereunder. The notice shall specify the factual basis of the claim in reasonable detail to the extent known by the Indemnified Party.

9.3.1 Third Party Claims. With regard to third party claims, the Indemnified Party shall permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of any third party claim or any litigation resulting therefrom; provided that (i) the counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may participate in the defense at the Indemnified Party's expense, and (iii) the failure by any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the Indemnifying Party and the Indemnifying Party is materially prejudiced as a result of the failure to give notice. Except with the prior written consent of the Indemnified Party, no Indemnifying Party, in the defense of any such claim or litigation, shall consent to entry of any judgment or enter into any settlement that provides for injunctive or other nonmonetary relief affecting the Indemnified Party or that does not include as an unconditional term thereof the giving by each claimant or plaintiff to such Indemnified Party of a release from all liability with respect to such claim or litigation. In the event that the Indemnified Party shall in good faith determine that the conduct of the defense of any claim subject to indemnification hereunder or any proposed settlement of any such claim by the Indemnifying Party might be expected to affect adversely the Indemnified Party's tax liability or the ability of the Indemnified Party to conduct its business, or that the Indemnified Party may have available to it one or more defenses or counterclaims that are inconsistent with one or more of those that may be available to the Indemnifying Party in respect of such claim or any litigation relating thereto, the Indemnified Party shall have the right at all times to take over and assume control over the defense, settlement, negotiations or litigation relating to any such claim at the sole cost of the Indemnifying Party, provided that if the Indemnified Party does so take over and assume control, the Indemnified Party shall not settle such claim or litigation without the written consent of the Indemnifying Party, such consent not to be unreasonably withheld. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party shall have the right to defend against any such claim or litigation and shall be entitled to settle such claim or litigation or agree to pay in full such claim. In any event, the Indemnifying Party and the Indemnified Party shall cooperate in the defense of any claim or litigation subject to this Section 9.3, including tax audits and appeals, and the records of each of them shall be available to the other to the extent relevant to such defense.

9.3.2 Claims for Losses other than Third Party Claims. With regard to a claim for indemnification for Losses other than a third party claim, the Indemnifying Party shall within twenty (20) days after receiving notice of the claim, give notice to the Indemnified Party of the acceptance or rejection of the claim by the Indemnifying Party. A notice of rejection of a claim will create a Dispute under Article 10, which shall be resolved pursuant to the provisions of Article 10.

9.4 Time Limitations. The Global Group will have liability with respect to Section 9.1(a) only if on or before the date which is twenty four (24) months after the Closing Date, City notifies the member of the Global Group from which it is seeking indemnification in writing of the claim, specifying the factual basis of the claim in reasonable detail to the extent then known

by City. City will have liability with respect to Section 9.2(a) only if on or before the date which is twenty four (24) months after the Closing Date, the Global Group notifies City in writing of the claim, specifying the factual basis of the claim in reasonable detail to the extent then known by such Party. Notwithstanding the foregoing, if before 5:00 p.m. (Arizona time) on the date which is twenty four (24) months after the Closing Date, any party against which an indemnification claim has been made hereunder has been properly notified in writing of such claim and such claim has not been finally resolved or disposed of as of such date, then such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms of this Agreement.

9.5 Limitations on Amount.

9.5.1 Limitation on Obligation of Global Group. No claim shall be asserted against Global Group under this Article 9 until all such claims in the aggregate equal or exceed \$500,000. In addition, no claims shall be asserted against Global Group under this Article 9 which, in the aggregate, exceed the sum of \$10,000,000. City's recourse under this Article 9 is not limited in any way to or by the proceeds, if any, recoverable or received by Global Group under any policy of insurance.

9.5.2 Limitation on Obligation of City. No claim shall be asserted against City under this Article 9 until all such claims in the aggregate equal or exceed \$500,000. In addition, no claims shall be asserted against City under this Article 9 which, in the aggregate, exceed the sum of \$10,000,000. Global Group's recourse under this Article 9 is not limited in any way to or by the proceeds, if any, recoverable or received by City under any policy of insurance. For the avoidance of doubt, no limitation on indemnification contained herein (e.g., basket, cap and time limitation) shall apply to the payment of the Condemnation Price or to Section 2.16.

9.6 Exclusive Remedy. Except for injunctive and equitable relief pursuant to Section 8.2, the right to indemnification provided in this Article 9 is the sole and exclusive remedy of City on the one hand and the Global Group on the other hand following the Closing.

9.7 No Offset. The City shall have no right to offset any amounts due to City hereunder against any Growth Premium payments due to the Global Group pursuant to Section 2.17.

ARTICLE 10 DISPUTE RESOLUTION

10.1 Disputes. Except for equitable relief sought by a Party (as provided in Section 8.2), any claim, dispute, or other matter in controversy (a "Dispute"), whether based on contract, tort, statute, or other legal theory (including but not limited to any claim of fraud or misrepresentation), based on, arising out of, or related to this Agreement or the breach thereof shall be settled exclusively according to the procedures set forth in this Article 10; provided, however, that any Party may seek preliminary judicial relief if such remedy is otherwise available and such Party, in its good faith judgment, considers such action necessary to avoid irreparable damage during the pendency of such procedures.

10.2 Negotiation. In the event of a Dispute, except for equitable relief, prior to invoking the arbitration provisions of Section 10.3 below, the Parties to the Dispute shall attempt in good faith to resolve the Dispute through negotiation, third party intervention, or mediation, for a period of at least thirty (30) days or, if the disputing Parties agree on mediation, forty-five (45) days after one Party gives notice of the Dispute to any other Party.

10.3 Arbitration. Except for Disputes which may be resolved by the court in the Condemnation Action (including the City's obligation to pay the Growth Premium under Section 2.17), if the Parties have first attempted in good faith to resolve the Dispute pursuant to Section 10.2 and the Dispute remains unresolved for the applicable period of time under Section 10.2, then the Dispute shall be settled or resolved by arbitration in metropolitan Phoenix, Arizona before a single arbitrator in accordance with the then current Commercial Rules of Arbitration of the American Arbitration Association. The arbitrator must be approved by the AAA and be mutually acceptable to the arbitrating Parties. If the arbitrating Parties are unable to agree on the arbitrator, then the AAA shall select the arbitrator. The resolution of the Dispute by the arbitrator shall be final, binding, nonappealable, and shall be fully enforceable by a court of competent jurisdiction under Applicable Law. The arbitrator may award damages to the prevailing Party and may award reasonable attorneys' fees and costs to the prevailing Party. The arbitration award shall be in writing and shall include a statement of the reasons for the award.

ARTICLE 11 MISCELLANEOUS

11.1 Time Periods. If the time for the performance of any duty or obligation under this Agreement expires on a Saturday or Sunday or on a federal or Arizona holiday, the time for performance shall be extended to the next succeeding day that is not a Saturday, Sunday or federal or Arizona legal holiday.

11.2 Time of the Essence. All dates and times for performance set forth in this Agreement are of the essence.

11.3 Waiver. Except as may be specifically provided elsewhere in this Agreement, the waiver of a breach of any term or condition of this Agreement may be made only in writing and shall not be deemed to constitute a waiver of a subsequent breach of such term or condition, or a waiver of a breach or subsequent breach of any other term or condition.

11.4 Entire Agreement. This Agreement (including the Schedules) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties.

11.5 Amendment. No amendment to or modification of this Agreement shall be effective unless it is in writing and signed by all of the Parties.

11.6 Construction. This Agreement is the result of negotiations between City and the Global Group, and the terms and provisions hereof shall be interpreted and construed in accordance with their usual and customary meanings. The Parties waive the application of any rule of law that otherwise would be applicable in connection with the interpretation and construction of this Agreement pursuant to which ambiguous or conflicting terms or provisions

should be interpreted or construed against the Party who, or whose attorney, prepared this Agreement or any earlier draft of the same. The captions or headings of articles, sections or subsections of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

11.7 Severability. If any provision of this Agreement, including any phrase, sentence, clause, section or subsection is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

11.8 Governing Law; Venue. This Agreement shall be governed in all respects, including as to validity, interpretation and enforcement, by the internal laws of the State of Arizona, but without the application of any conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Except for disputes resolved in accordance with Article 10, any action at law or judicial proceeding instituted by any Party relating to this Agreement shall be instituted and maintained only in the state or federal courts in Maricopa County, Arizona.

11.9 Binding Effect. Subject to the provisions of Section 11.15 below, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 No Third Party Beneficiaries. Except as provided in Article 9 with respect to indemnification of Indemnified Parties hereunder, nothing in this Agreement shall confer any rights upon any Person other than the Parties and their respective successors, and permitted assigns.

11.11 Legal Counsel. The Parties acknowledge and agree that (a) the law firm(s) of Gust Rosenfeld P.L.C. (and Bryan Cave LLP as to condemnation, ACC and related matters and Maguire & Pearce, PLLC as to water, water rights and permits and related matters) has represented only City in connection with the negotiation and preparation of this Agreement, has not represented any of the Global Group in any manner, and has not been the “lawyer for the deal” and (b) the law firm of Snell & Wilmer L.L.P. (and Roshka DeWulf & Patten, PLC as to condemnation, ACC and related matters) has represented only the Global Group in connection with the negotiation and preparation of this Agreement, has not represented City in any manner, and has not been the “lawyer for the deal.”

11.12 Attorneys' Fees. In the event of any Dispute between or among any of the Parties arising out of or relating to this Agreement, including any breach, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover its costs and expenses, including without limitation, reasonable attorneys' fees, expert witness fees and investigators' fees, all as may be determined by the arbitrator or, if applicable, the court if the matter is litigated.

11.13 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. first class mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

To City:

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326
Fax no.: (623) 349-5951

With a copy to:
City of Buckeye

Attention: Water Resources Director
530 East Monroe Avenue
Buckeye, AZ 85326
Fax no.: (623) 349-6099

With a courtesy
copy to:

Scott W. Ruby
Gust Rosenfeld P.L.C.
One East Washington
Suite 1600
Phoenix, AZ 85004
Fax no.: (602) 257-7422

To all or any of
the Global Group:

Global Water Resources, Inc.
Attention: Ron L. Fleming
21410 N. 19th Avenue, Suite 201
Phoenix, Arizona 85027
Fax no.: (623) 580-9659

With a courtesy
copy to:

Michael M. Donahey
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, AZ 85004
Fax no.: (602) 382-6070

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section 11.13. Notices shall be deemed received (x) when delivered to the Party, (y) three (3) Business Days after being placed in the U.S. first class mail, registered or certified, properly addressed, with sufficient postage, or (z) the business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice. Notice to any one of Global, Valencia or WUGB shall be deemed to be a notice to all of them.

11.14 Code Section 1033. City makes no representations or warranties of any kind or nature whatsoever regarding the applicability or consequences to any of the Global Group with respect to section 1033 of the Internal Revenue Code of 1986, as amended.

11.15 ARS Section 38-511. The Parties acknowledge and agree that (a) ARS Section 38-511 provides City with the discretion to terminate this Agreement in certain limited circumstances set forth in A.R.S. Section 38-511(a) where persons representing City and "significantly involved in initiating, negotiating, securing, drafting or creating the" Agreement are or become "an employee or agent of any other party to the [Agreement] in any capacity or a consultant to any other party of the [Agreement] with respect to the subject matter of the" Agreement within three (3) years of the date of execution. To the Knowledge of each Party, the following persons were significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City: (i) the City Mayor who signed the Agreement and the City Council members who voted on the Agreement; (ii) the following employees of City: Stephen Cleveland; David Nigh; and Larry Price; (iii) Dan V. Jackson of economists.com, a consultant to City; and (iv) the following attorneys representing City: Scott Ruby; Michael Bate; David Pennartz; Steve Hirsch; and Rita Maguire. Notwithstanding this Section 11.15, in no event will City, or any of the persons listed in this Section 11.15, or any of the City Indemnitees (as such term is defined in Section 9.1 above) have, at any time, for any reason, or under any circumstances, any liability of any kind or nature whatsoever under this Agreement, any document or instrument referred to in or in any way related to this Agreement, the transactions contemplated herein, or otherwise, by reason of this Section 11.15 being included in this Agreement, or by reason of, or the exercise by City of any rights or remedies available to City under, ARS Section 38-511. Global Group acknowledges that a Governmental Authority might

find that there are other persons who have been significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of City.

11.16 Assignment.

11.16.1 Consent to Certain Assignments. This Agreement shall not be assignable or otherwise transferable by any Party hereto without the prior written consent of the other Parties hereto, except that: (a) City consents to Condemnation Defendants' assignment of their rights hereunder to Global Water or any Affiliate of Global Water in connection with the liquidation of Condemnation Defendants or their merger or consolidation with Global Water or any Affiliate of Global Water; (b) City consents to Condemnation Defendants' freely assigning their rights to any and all Growth Premium payments pursuant and subject to Section 2.17; and (c) Condemnation Defendants consent to City's assignment of its rights hereunder to a municipal property corporation wholly owned by City which assumes the obligations of City hereunder; provided, however, that no assignment by Condemnation Defendants or by City shall release or discharge the assigning Party from any of its covenants, obligations and liabilities under this Agreement (including, without limitation, under Article 9 hereof).

11.16.2 Statement of Status. City agrees, at any time upon ten (10) days prior request by Condemnation Defendants or Global Water, for the duration of the Growth Period, to execute, acknowledge and deliver to Condemnation Defendants a statement in writing certifying, if true and correct, that Section 2.17 is in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Growth Premium payments and any other payments have been paid in advance, if any, and acknowledging that there are not, to the Knowledge of City, any uncured defaults on the part of the Global Group under this Agreement, or specifying such defaults if any are claimed. Any such statement delivered pursuant to this paragraph may be conclusively relied upon by any prospective purchaser, lender or assignee of any portion of the Growth Premium payments, or any rights thereto.

11.17 Joint and Several. Each and every covenant, duty, responsibility, obligation, indemnity, and liability of the Global Group or any of them under this Agreement, including the Schedules or in any document or instrument delivered by any of the Global Group pursuant to this Agreement is and shall be the joint and several covenants, duties, responsibilities, obligations, indemnities and liabilities of each and every member of the Global Group. Any payment to any one of Global Water, Valencia or WUGB shall be deemed to be a payment to whichever member of the Global Group such payment is to be made under this Agreement.

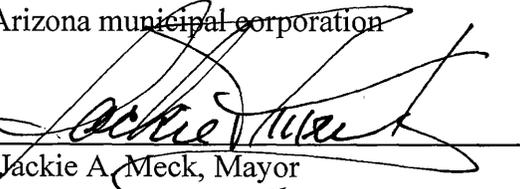
11.18 Counterparts. This Agreement may be executed in two or more counterparts, in original form or by electronic facsimile, each of which shall be deemed to be an original and all of which shall together constitute one and the same Agreement. This Agreement shall not be effective as between or among any Parties unless and until this Agreement has been so executed by all of the Parties.

[All signatures appear on the following page(s).]

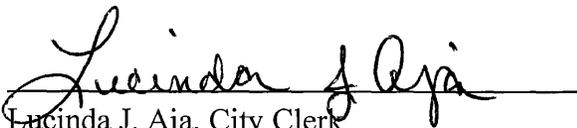
In witness whereof, each of the Parties has duly executed this Settlement Agreement for Stipulated Condemnation by its authorized representative as of the date first above written.

CITY:

CITY OF BUCKEYE,
an Arizona municipal corporation

By: 
Jackie A. Meck, Mayor

ATTEST:


Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:


Scott W. Ruby
Gust Rosenfeld P.L.C.
Attorneys for City

GLOBAL GROUP:

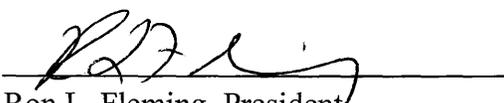
GLOBAL WATER RESOURCES, INC.,
a Delaware corporation

By: 
Ron L. Fleming, President

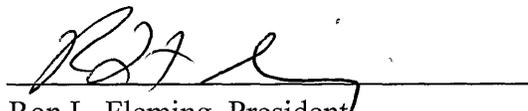
GLOBAL WATER, LLC,
a Delaware limited liability company

By: 
Ron L. Fleming, Manager

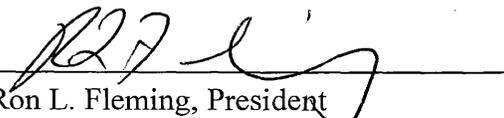
VALENCIA WATER COMPANY, INC.,
an Arizona corporation

By: 
Ron L. Fleming, President

WEST MARICOPA COMBINE, INC.,
an Arizona corporation

By: 
Ron L. Fleming, President

WATER UTILITY OF GREATER
BUCKEYE, INC., an Arizona corporation

By: 
Ron L. Fleming, President

1 Michael M. Donahey (#014396)
Richard H. Herold (#018396)
2 Timothy J. Sabo (#021309)
SNELL & WILMER L.L.P.
3 One Arizona Center
400 E. Van Buren
4 Phoenix, AZ 85004-2202
Telephone: (602) 382-6203
5 Facsimile: (602) 382-6070
E-mail: mdonahey@swlaw.com
6 E-mail: rherold@swlaw.com
E-mail: tsabo@swlaw.com

7 *Attorneys for Defendants*

8
9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
10 **IN AND FOR THE COUNTY OF MARICOPA**

11 CITY OF BUCKEYE, an Arizona municipal
12 corporation,

13 **Plaintiff,**

14 vs.

15 VALENCIA WATER COMPANY, INC.,
an Arizona corporation; WATER
16 UTILITY OF GREATER BUCKEYE,
INC., an Arizona corporation; WEST
17 MARICOPA COMBINE, INC., an Arizona
corporation; STATE OF ARIZONA by the
18 ARIZONA DEPARTMENT OF
REVENUE, as to centrally-valued utility
19 properties, or taxes otherwise assessable or
collectible by said Department, any unpaid
20 taxes owing under law; COUNTY OF
MARICOPA, as to any unpaid real
21 property taxes; PARTY(IES) IN
POSSESSION OF AN UNRECORDED
22 INTEREST; UNKNOWN
DEFENDANTS; SUCCESSORS,
23 ASSIGNS AND INTEREST HOLDERS
BY INSTRUMENTS OR BY LAW;
24 HEIRS AND DEVISEES OF THE
ABOVE-NAMED DEFENDANTS, IF
25 DECEASED, **[need title work],**

26 Defendants.

No.

**STIPULATED FINAL JUDGMENT IN
CONDEMNATION**

Assigned to the Honorable _____

27 Pursuant to the Stipulation of Plaintiff City of Buckeye ("City") and Defendants
28

SNELL & WILMER
LLP

LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

1 Valencia Water Company, Inc., Water Utility of Greater Buckeye, Inc., West Maricopa
 2 Combine, Inc., and County of Maricopa (“Condemnation Defendants”), and good cause
 3 appearing therefor,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 5 1. Plaintiff is an Arizona municipal corporation to whom the State’s power of
 6 eminent domain has been delegated for purposes including acquisition of the
 7 “Assets,” as further defined in the Settlement Agreement for Stipulated
 8 Condemnation (Exhibit 1 hereto, which is incorporated herein by reference) at
 9 Section 2.1).
- 10 2. Acquisition of the Assets by the City for the purposes described in the
 11 Complaint in Condemnation is a public use under ART. 2, SEC. 17, ARIZ.
 12 CONST., is for a purpose authorized by statute, and is necessary for those
 13 purposes as described in the Complaint in Condemnation. The City’s
 14 authority to acquire the “Assets” and rights through this action is derived from
 15 the applicable provisions of A.R.S. §§ 12-1111, *et seq.*, 9-511, *et seq.*, and 9-
 16 522(A)(1).
- 17 3. This court has jurisdiction over this action pursuant to one or more of the
 18 statutes referred to in paragraph 2 above.
- 19 4. All Defendants have been properly served with process in this action or have
 20 asserted a claim to proceeds of the condemnation award pursuant to A.R.S. §
 21 12-1120.
- 22 5. Defendants State of Arizona by the Arizona Department of Revenue filed a
 23 Disclaimer of Interest and shall take nothing by way of (a) this Judgment
 24 against the City or (b) acquisition of any of the Assets.
- 25 6. Defendant Maricopa County stipulated to entry of judgment and acknowledges that
 26 taxes are currently paid in full as of _____, 2015. The County shall therefore
 27 take nothing by way of (a) this Final Judgment against the City or (b)
 28 acquisition of any of the Assets.

- 1 7. All of the named Defendants having each been duly served with process or by
2 publication as permitted by law, and having had judgment by default entered
3 against them such that they each have no compensable interest in the Assets or
4 the proceeds arising from the condemnation, they and each of them shall take
5 nothing by way of this Final Judgment against the City or for acquisition of
6 the Assets.
- 7 8. That the City and the Condemnation Defendants have entered into a
8 Settlement Agreement for Stipulated Condemnation, which is attached as
9 Exhibit 1 and which is incorporated by this reference as part of this Stipulated
10 Final Judgment in Condemnation.
- 11 9. That Plaintiff City of Buckeye has Final Judgment condemning the Assets of
12 the Condemnation Defendants as defined in Section 2.1 of the attached
13 Settlement Agreement for Stipulated Condemnation at Exhibit 1, including the
14 real property described in Schedule 2(e) attached thereto, and all equipment
15 and facilities thereon.
- 16 10. That the areas of the Certificate(s) of Convenience and Necessity issued by
17 the Arizona Corporation Commission to Defendant Valencia Water Company,
18 Inc. ("Valencia") or its predecessors-in-interest are described as part of
19 Schedule 2(g) attached to Exhibit 1 (and any other areas within Maricopa
20 County, if any). As requested in the prayer for relief in the Complaint in
21 Condemnation, the Certificate(s) of Convenience and Necessity of Defendant
22 Valencia for the areas, are hereby taken in their entirety.
- 23 11. Except as set forth in this Final Judgment and the Settlement Agreement for
24 Stipulated Condemnation, no other sums shall be due to any of the Defendants
25 to satisfy this Final Judgment.
- 26 12. Each party shall bear its own attorneys' fees, costs, and expenses in
27 connection with this action, unless the City does not timely satisfy this Final
28 Judgment according to the provisions of the Settlement Agreement for

1 Stipulated Condemnation, including without limitation Section 7.2.

2 13. That this Stipulated Final Judgment constitutes a final determination as to all
3 issues raised in the City's Complaint as to the Assets and as to all matters
4 pertaining to damages and compensation due for the taking of the Assets,
5 except as set forth herein and in the Settlement Agreement for Stipulated
6 Condemnation where certain obligations are intended to survive this Final
7 Judgment. The Growth Premium is part of this Final Judgment, as provided
8 in Exhibit 1.

9 14. In the event that the City does not make timely payment of the lump sum of
10 \$55,000,000.00, or if the City does not timely tender any one or more of the
11 required Growth Premium payments, as set forth in the Settlement Agreement
12 for Stipulated Condemnation, then the Condemnation Defendants, in their sole
13 and absolute discretion, may exercise all of their rights and remedies under the
14 Settlement Agreement for Stipulated Condemnation, as incorporated herein at
15 Exhibit 1, and/or at law or in equity.

16 15. The Condemnation Defendants are adjudged to have the only compensable
17 interest in the Assets as described in this Final Judgment and are awarded
18 judgment against the City pursuant to the terms of the parties' Settlement
19 Agreement for Stipulated Condemnation, as follows:

20 a. Assets. The Condemnation Defendants are awarded
21 immediate judgment for the \$55,000,000.00 "Condemnation Price," as
22 defined in Section 2.13 of Exhibit 1 (and subject to adjustment as set forth
23 therein), which principal amount shall bear interest at the applicable interest
24 rate provided in the Settlement Agreement for Stipulated Condemnation,
25 commencing fourteen (14) days after entry of this Final Judgment until said
26 principal amount is paid.

27 b. Growth Premium. The Condemnation Defendants are also
28 awarded immediate judgment as to liability only against the City for the

1 Growth Premium, as defined and provided for in Sections 2.13 and 2.17 of
2 the Settlement Agreement for Stipulated Condemnation, incorporated
3 herein as Exhibit 1, including the delayed timing of the City's obligations
4 under the Growth Premium provisions of the Settlement Agreement for
5 Stipulated Condemnation to follow the entry of this Final Judgment in
6 Condemnation.

7 c. Total Just Compensation. The \$55,000,000.00 payment and
8 the Growth Premium of up to \$45,000,000.00 are awarded to the
9 Condemnation Defendants as and for total just compensation due to the
10 Condemnation Defendants for the taking of the Assets.

11 d. Payments and Interest. The payment terms and the interest to
12 be paid shall be controlled by the Settlement Agreement for Stipulated
13 Condemnation, attached as Exhibit 1, which shall supersede and control
14 any and all statutory rates of interest or other payment requirements set
15 forth in the relevant Arizona statutes and other applicable law.

16 e. Collection of Growth Premium. Upon sworn proof by the
17 Condemnation Defendants (or any one or more of them) that any portion or
18 all of the Growth Premium has not been timely paid, the Condemnation
19 Defendant may exercise collection remedies pursuant to the Stipulated
20 Condemnation Agreement. Insofar as this judgment provides for judgment
21 on the Growth Premium only as to liability, the collection proceedings shall
22 be limited in scope to calculating the amount of Growth Premium due and
23 owing by the City to the Condemnation Defendants. The Parties hereby
24 waive any right to a jury trial and stipulate to a bench trial. The Parties also
25 agree to the following Growth Premium enforcement procedure: (i) the
26 Condemnation Defendants shall file a motion to reopen this case and an
27 affidavit supporting the amount of Growth Premium due and owing; (ii) the
28 City may file a response within fifteen (15) calendar days; and (iii) the

1 Condemnation Defendants may file a reply within seven (7) calendar days.
2 The motion, response, and reply shall be limited to ten (10) pages each,
3 plus affidavits and exhibits. The Court may then enter an Amended
4 Judgment for a sum certain based on those filings or, if necessary, schedule
5 oral argument. The Condemnation Defendants are entitled to pursue
6 enforcement using this procedure repeatedly, as necessary to collect the any
7 part of, or all of, the Growth Premium.

- 8 16. The Condemnation Defendants have provided a completed and signed 1099-S
9 taxpayer information form to counsel for the City with identification of the
10 payee for the \$55,000,000.00 payment by the City. If any of that identifying
11 information changes during the "Growth Period," as defined in Exhibit 1, an
12 updated 1099-S taxpayer identification form with the payee's identity and
13 correct taxpayer identification number shall be provided to the City as a
14 condition of payment of any Growth Premium payment due by the City.
- 15 17. The City may make payment of sums due to the Condemnation Defendants
16 under the Final Judgment at the City's discretion by check, warrant, or wire
17 transfer of the funds to the Condemnation Defendants, c/o Ron Fleming,
18 Global Water Resources, Inc., 2141 N. 19th Avenue, Suite 201, Phoenix,
19 Arizona 85027.
- 20 18. Upon confirmation of the receipt of the \$55,000,000.00, the Condemnation
21 Defendants shall promptly provide a fully executed Partial Satisfaction of
22 Final Judgment (in the form attached as Exhibit B to the Settlement
23 Agreement for Stipulated Condemnation, Exhibit 1 hereto) to counsel for the
24 City for filing, expressly excluding from the terms of such Partial Satisfaction
25 of Final Judgment any Growth Premium. Upon filing of the Partial
26 Satisfaction of Final Judgment, the Growth Premium provided for in Sec. 2.17
27 of the Settlement Agreement for Stipulated Condemnation (Exhibit 1 hereto)
28 shall not delay entry and recording of the Final Order of Condemnation

1 which the Court shall proceed to enter, vesting in Plaintiff all right, title and
2 interest in and to the Assets upon the recordation of the Final Order of
3 Condemnation by the escrow agent (in accordance with Section 2.4 and
4 Article 5 of Exhibit 1 hereto).

5 19. Upon entry of this Judgment, the Condemnation Defendants herein are adjudged
6 and declared to have no right or interest in the Assets described in the
7 Complaint and Settlement Agreement for Stipulated Condemnation. As such,
8 upon entry by the Court of its Final Order in Condemnation, all interests and
9 claims of all Condemnation Defendants in or relating to the Assets shall be
10 fully terminated, and title to, and possession of, the Assets shall not be subject
11 to, or encumbered by, any existing or future rights, liens, claims or other
12 encumbrances, including, but not limited to, taxes, and assessments upon or
13 against the Assets while owned or possessed by the Condemnation
14 Defendants, or by any persons, firms or corporations claiming any interest in
15 the Assets, under or by virtue of said Condemnation Defendants.

16 20. No other person, firm or corporation has any right, title or interest in and to
17 the Assets, or any part thereof, and any person, firm or corporation claiming
18 any interest in or to the Assets, or any part thereof, is hereby adjudged and
19 decreed to be without any right, title or interest in or to the Assets or any part
20 thereof.

21 21. The Court hereby retains jurisdiction in this case to effectuate, as may be
22 needed, the remaining terms of the Final Judgment for the "Growth Period,"
23 as defined in Exhibit 1 hereto. The retained jurisdiction of the Court may be
24 used to enforce the payments due under the Growth Premium, to enforce the
25 Settlement Agreement for Stipulated Condemnation and this Final Judgment,
26 and as otherwise authorized by law.

27 22. The Court finds that no further matters remain pending, and this final judgment upon
28 all claims is entered pursuant to Rule 54(c) of the Arizona Rules of Civil

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Procedure.

23. The Parties shall be entitled to renew and record this judgment from time to time in accordance with applicable Arizona law, including without limitation, A.R.S. §§12-1611 to 12-1613.

DONE IN OPEN COURT this _____ day of March, 2015.

Judge of the Superior Court

21033205

SMITH & WILMING
LLP
LAW OFFICES
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Phoenix, Arizona 85004-4801
(602) 982-0000

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 E-mail : tsabo@swlaw.com
 7 *Attorneys for Defendants*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 9 **IN AND FOR THE COUNTY OF MARICOPA**

10
 11 CITY OF BUCKEYE, an Arizona municipal
 corporation,

12 **Plaintiff,**

13 vs.

14 VALENCIA WATER COMPANY, INC.,
 15 an Arizona corporation; WATER
 UTILITY OF GREATER BUCKEYE,
 16 INC., an Arizona corporation; WEST
 MARICOPA COMBINE, INC., an Arizona
 17 corporation; STATE OF ARIZONA by the
 ARIZONA DEPARTMENT OF
 18 REVENUE, as to centrally-valued utility
 properties, or taxes otherwise assessable or
 19 collectible by said Department, any unpaid
 taxes owing under law; COUNTY OF
 20 MARICOPA, as to any unpaid real
 property taxes; PARTY(IES) IN
 21 POSSESSION OF AN UNRECORDED
 INTEREST; UNKNOWN
 22 DEFENDANTS; SUCCESSORS,
 ASSIGNS AND INTEREST HOLDERS
 23 BY INSTRUMENTS OR BY LAW;
 HEIRS AND DEVISEES OF THE
 24 ABOVE-NAMED DEFENDANTS, IF
 DECEASED, **[need title work]**,

25 **Defendants.**

No.

**PARTIAL SATISFACTION OF
 FINAL JUDGMENT**

Assigned to the Honorable _____

26
 27 **Defendants Valencia Water Company, Inc., Water Utility of Greater Buckeye, Inc.,**
 28 **State of Arizona by the Arizona Department of Revenue, and County of Maricopa**

SNELL & WILMER
 LLP
 LAW OFFICES
 One Arizona Center, 400 E. Van Buren
 Phoenix, Arizona 85004-2202
 (602) 382-6000

1 (“Condemnation Defendants”), by and through its attorneys undersigned, submit this
2 Partial Satisfaction of Judgment pursuant to the Settlement Agreement for Stipulated
3 Condemnation and the Stipulated Final Judgment in Condemnation.

4 A. The Condemnation Defendants acknowledge that the Lump Sum Payment of
5 FIFTY-FIVE MILLION DOLLARS (\$55,000,000.00) called for in Section 2.13 of the
6 Settlement Agreement for Stipulated Condemnation and the Stipulated Final Judgment in
7 Condemnation has been paid in full by the Plaintiff, City of Buckeye.

8 B. The obligation of the City to pay the “Growth Premium,” as specified and
9 defined in Sections 2.13 and 2.17 (among others) of the Settlement Agreement for
10 Stipulated Condemnation, is not yet satisfied, remains due and owing and is and shall be
11 governed and enforced pursuant to the Stipulated Final Judgment in Condemnation and the
12 Settlement Agreement for Stipulated Condemnation.

13 Dated this _____ day of March, 2015.

14 SNELL & WILMER L.L.P.

15
16 By /s/Richard H. Herold
17 Michael M. Donahey
18 Richard H. Herold
19 Timothy J. Sabo
20 One Arizona Center
21 400 E. Van Buren
22 Phoenix, AZ 85004-2202
23 Attorneys for Defendants

24
25
26
27
28 Original efiled this _____ day
of _____, 2015.

20148347

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 7 *Attorneys for Defendants*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
 9 **IN AND FOR THE COUNTY OF MARICOPA**

11 CITY OF BUCKEYE, an Arizona municipal
 12 corporation,

13 Plaintiff,

14 vs.

15 VALENCIA WATER COMPANY, INC.,
 an Arizona corporation; WATER
 16 UTILITY OF GREATER BUCKEYE,
 INC., an Arizona corporation; WEST
 17 MARICOPA COMBINE, INC., an Arizona
 corporation; STATE OF ARIZONA by the
 18 ARIZONA DEPARTMENT OF
 REVENUE, as to centrally-valued utility
 19 properties, or taxes otherwise assessable or
 collectible by said Department, any unpaid
 20 taxes owing under law; COUNTY OF
 MARICOPA, as to any unpaid real
 21 property taxes; PARTY(IES) IN
 POSSESSION OF AN UNRECORDED
 22 INTEREST; UNKNOWN
 DEFENDANTS; SUCCESSORS,
 23 ASSIGNS AND INTEREST HOLDERS
 BY INSTRUMENTS OR BY LAW;
 24 HEIRS AND DEVISEES OF THE
 ABOVE-NAMED DEFENDANTS, IF
 25 DECEASED, [need title work],

26 Defendants.

No.

**STIPULATED FINAL ORDER OF
 CONDEMNATION**

Assigned to the Honorable _____

27 Pursuant to the Stipulation for Entry of Final Order of Condemnation, and it
 28 appearing to the Court that the Final Judgment heretofore entered in favor of the

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 LLP
 LAW OFFICES
 One Arizona Center, 400 E. Van Buren
 Phoenix, Arizona 85004-2202
 (602) 382-6000

1 Defendants and against the Plaintiff has been paid, with the exception of the Growth
2 Premium payments set forth in the Settlement Agreement for Stipulated Condemnation
3 and Final Judgment which are not yet due and payable; and

4 **IT IS FURTHER APPEARING** to the Court that, pursuant to the provisions of
5 the aforementioned Final Judgment, this Court may now enter this Stipulated Final Order
6 of Condemnation.

7 **IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED**, that:

- 8 1. A fee simple interest in the "Assets," as defined in Section 2.1 of the Settlement
9 Agreement at Exhibit 1 to the Final Judgment and as legally described and
10 designated in Exhibit 2 to the Final Judgment (also attached hereto as Exhibit 1
11 and incorporated hereby by reference), is hereby vested in Plaintiff, City of
12 Buckeye;
- 13 2. Plaintiff has remaining obligations which are intended to, and do, survive the
14 entry of the Stipulated Final Judgment in Condemnation ("Final Judgment"), the
15 Partial Satisfaction of Final Judgment, and this Stipulated Final Order of
16 Condemnation (as set forth in Sections 2.13, 2.17 and otherwise in the Settlement
17 Agreement for Stipulated Condemnation (at Exhibit 1 to the Final Judgment) and
18 in the Final Judgment itself); and
- 19 3. This Court shall retain jurisdiction of this matter until such time as the Growth
20 Premium, as defined in the Settlement Agreement for Stipulated Condemnation at
21 Section 2.17, is paid in full.

22 **DONE IN OPEN COURT** this _____ day of March, 2015.

23 _____
24 Judge of the Superior Court

25 20148553

26
27
28
DUPRE & WILSON
LLP
LAW OFFICES
One Arizona Center, 400 E. Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6000

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this “**Agreement**”) is made and entered into as of this ___ day of _____, 2015 (the “**Effective Date**”), by and between Global Water Resources, Inc., a Delaware corporation (“**GWRI**”) and the City of Buckeye, an Arizona municipal corporation (“**Buckeye**”). GWRI and Buckeye may be referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, pursuant to the Condemnation Action and that certain Settlement Agreement for Stipulated Condemnation (the “**Condemnation Agreement**”) dated March 19, 2015, by and among GWRI, Global Water, LLC, a Delaware limited liability company, West Maricopa Combine, Inc., an Arizona corporation, Valencia Water Company, Inc. (“**Valencia**”), an Arizona corporation, Water Utility of Greater Buckeye, Inc. (“**WUGB**”), an Arizona corporation (WUGB and Valencia shall be referred to as, the “**Companies**”), and Buckeye, the Companies are willing to permit the Assets (as defined in the Condemnation Agreement) to be condemned by Buckeye and Buckeye will condemn and acquire the Assets, all on the terms and subject to the conditions set forth in the Condemnation Agreement;

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Condemnation Agreement;

WHEREAS, pursuant to an agreement with Global Water Management, LLC (“**Fathom**”), prior to the Closing, GWRI and the Companies utilized services from Fathom to operate, query, and provide solutions for advanced metering infrastructure, customer information systems, and asset management services (the “**Platform**”) in connection with Companies' operation of the Assets and the Business;

WHEREAS, following the Closing, Buckeye will require the use of the Platform and certain Transition Services (as defined below);

WHEREAS, GWRI is willing to provide Buckeye with the Transition Services and access to the Platform, on the terms more fully described herein, and the Parties desire to allocate the costs and expenses among them in accordance with the terms and conditions in this Agreement during the Term.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

(iv) Remove, alter, or otherwise obscure any product identification, notice of proprietary rights, or other notices from the Platform.

3. Payments.

(a) Payment Terms. At the end of each month during the Term, GWRI shall invoice Buckeye for the charges incurred by Buckeye as set forth on Schedule 2. Each invoice shall be payable within thirty (30) days after receipt.

(b) Source of Payments. GWRI and Buckeye agree that all amounts due GWRI under this Agreement shall be payable solely from water and sewer revenues of Buckeye.

(c) Late Payments. Any invoices which are not paid in full within 10 business days of being due shall accrue interest from the due date at the rate of 10% per annum until paid in full.

(d) —

4. Termination of Agreement. This Agreement may be terminated by either Party, effective immediately on written notice, upon any material breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof has been provided by the non-breaching Party. Notwithstanding any provision herein to the contrary, the termination or expiration of this Agreement shall not affect: (i) any outstanding payment obligations of Buckeye under this Agreement as of such termination or expiration; or (ii) any liability of the breaching Party relating to any default or breach of this Agreement by the breaching Party prior to such termination or expiration.

5. Maintenance of Information; Audit Rights. During the term of this Agreement and for two (2) years afterward, each Party shall maintain accurate and complete records and accounts of all transactions contemplated by this Agreement. During the term of this Agreement and for two (2) years afterward, each Party shall have the right to audit and inspect the other Party's records and accounts related to costs and expenses costs incurred under this Agreement and have access to employees of the other Party having knowledge of such matters, in each case during normal business hours and after reasonable advance notice.

6. Confidentiality.

(a) Definitions. For purposes of this Agreement: (i) the Party providing access to its Confidential Information is referred to as the "**Disclosing Party**" and the Party receiving access to the Confidential Information of the other Party is referred to as the "**Receiving Party**"; and (ii) "**Confidential Information**" means: (1) any and all trade secrets concerning the business and affairs of the applicable Party, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), database technologies, systems, structures architectures processes, improvements, devices, know-how, discoveries, concepts, methods,

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this “**Agreement**”) is made and entered into as of this ___ day of _____, 2015 (the “**Effective Date**”), by and between Global Water Resources, Inc., a Delaware corporation (“**GWRI**”) and the City of Buckeye, an Arizona municipal corporation (“**Buckeye**”). GWRI and Buckeye may be referred to collectively as the “**Parties**” and individually as a “**Party**.”

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WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Condemnation Agreement;

WHEREAS, pursuant to an agreement with Global Water Management, LLC (“**Fathom**”), prior to the Closing, GWRI and the Companies utilized services from Fathom to operate, query, and provide solutions for advanced metering infrastructure, customer information systems, and asset management services (the “**Platform**”) in connection with Companies' operation of the Assets and the Business;

WHEREAS, following the Closing, Buckeye will require the use of the Platform and certain Transition Services (as defined below);

WHEREAS, GWRI is willing to provide Buckeye with the Transition Services and access to the Platform, on the terms more fully described herein, and the Parties desire to allocate the costs and expenses among them in accordance with the terms and conditions in this Agreement during the Term.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT**1. Certain Definitions.**

(a) “**Term**” means the period commencing on the Effective Date and ending on the two year anniversary of the Effective Date.

(b) “**Transition Services**” means the services, assets and related operations set forth in Schedule 1 hereto.

(c) “**Outlying Areas**” means the geographic areas described on Exhibit F to the Condemnation Agreement.

2. Transition Services.

(a) Services. During the Term, GWRI shall provide the Transition Services to Buckeye within the Certificated Areas as described in Schedule 1. Any change to any of the Transition Services listed on Schedule 1 will require the prior written consent of each Party.

(b) Internal Use. Buckeye shall utilize the Platform and the Transition Services solely for water customers of Buckeye within the Certificated Areas and shall not sublicense, rent, or permit anyone other than Buckeye’s own authorized personnel to use or have access to the Platform.

(c) Modified Service Area. The Certificated Areas include the Outlying Areas. Buckeye intends to transfer or otherwise cause the responsibility for providing potable water to the Customers in the Outlying Areas to another service provider. When Buckeye has completed the transfer of such responsibility as to any portion the Outlying Areas, Buckeye will give notice thereof to GWRI and the portion(s) so transferred shall be excluded from the Certificated Area solely for purposes of this Agreement (including Sections 2(a) and (b) above) as of the date of such notice.

(d) Restrictions on Use. Buckeye shall not:

(i) Distribute, disclose, or transfer to any third party, except for Buckeye’s employees and agents, any portion of the Platform or use or demonstrate the Platform in any service bureau arrangement, facility management, or third party training;

(ii) Use the Platform or Transition Services for any purpose or application other than as expressly permitted under this Agreement;

(iii) Reverse engineer, attempt to derive, or permit or help others to derive, any source code to the Platform or otherwise convert or alter the Platform into human readable code; or

- (iv) Remove, alter, or otherwise obscure any product identification, notice of proprietary rights, or other notices from the Platform.

3. Payments.

(a) Payment Terms. At the end of each month during the Term, GWRI shall invoice Buckeye for the charges incurred by Buckeye as set forth on Schedule 2. Each invoice shall be payable within thirty (30) days after receipt.

(b) Source of Payments. GWRI and Buckeye agree that all amounts due GWRI under this Agreement shall be payable solely from water and sewer revenues of Buckeye.

(c) Late Payments. Any invoices which are not paid in full within 10 business days of being due shall accrue interest from the due date at the rate of 10% per annum until paid in full.

4. Termination of Agreement. This Agreement may be terminated by either Party, effective immediately on written notice, upon any material breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof has been provided by the non-breaching Party. Notwithstanding any provision herein to the contrary, the termination or expiration of this Agreement shall not affect: (i) any outstanding payment obligations of Buckeye under this Agreement as of such termination or expiration; or (ii) any liability of the breaching Party relating to any default or breach of this Agreement by the breaching Party prior to such termination or expiration.

5. Maintenance of Information; Audit Rights. During the term of this Agreement and for two (2) years afterward, each Party shall maintain accurate and complete records and accounts of all transactions contemplated by this Agreement. During the term of this Agreement and for two (2) years afterward, each Party shall have the right to audit and inspect the other Party's records and accounts related to costs and expenses costs incurred under this Agreement and have access to employees of the other Party having knowledge of such matters, in each case during normal business hours and after reasonable advance notice.

6. Confidentiality.

(a) Definitions. For purposes of this Agreement: (i) the Party providing access to its Confidential Information is referred to as the "**Disclosing Party**" and the Party receiving access to the Confidential Information of the other Party is referred to as the "**Receiving Party**"; and (ii) "**Confidential Information**" means: (1) any and all trade secrets concerning the business and affairs of the applicable Party, product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), database technologies, systems, structures architectures processes, improvements, devices, know-how, discoveries, concepts, methods, proprietary information of the applicable party, and any other information, however documented, of the applicable party that is confidential or proprietary; (2) any and all confidential or

proprietary information concerning the applicable Party's business (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, customers, suppliers, personnel training and techniques and materials, and purchasing methods and techniques); and (3) any and all notes, analysis, compilations, studies, summaries and other material prepared by or for such Party containing or based, in whole or in part, upon any information included in the foregoing; *provided, however*, that Confidential Information does not include any information that: (A) is at the time of disclosure a part of the public domain through no fault of the Receiving Party; or (B) is disclosed to the Receiving Party by a third party who lawfully obtained such information without violation of any confidentiality obligation to the Disclosing Party. Confidential Information includes the information described above relating to Fathom.

(b) Nondisclosure. Each Receiving Party covenants and agrees that, during the term of this Agreement and: (i) for three (3) years thereafter with respect to Confidential Information other than trade secrets; and (ii) at all times thereafter with respect to trade secrets, the Receiving Party will strictly maintain the confidentiality of, and not disclose to any other person or entity (except duly authorized representatives of the Receiving Party who have a need to know such Confidential Information) or use for any purpose other than as performance of such Receiving Party's obligations under this Agreement, any Confidential Information of the Disclosing Party. Each Receiving Party shall be responsible for any breaches of these obligations by its representatives to whom it discloses Confidential Information. Each Receiving Party will implement and exercise commercially reasonable precautions and measures to prevent disclosure or use of the Confidential Information by it or its duly authorized representatives in violation of this Section 6(b).

(c) Ownership of Confidential Information. All Confidential Information of a Disclosing Party that is provided to a Receiving Party shall remain the sole and exclusive property of the Disclosing Party and no license in, or other rights with respect to, such Confidential Information is or shall be deemed to have been granted by such provision of Confidential Information.

(d) Actions Upon Termination. Upon termination of this Agreement, each Receiving Party shall, within five (5) days of receipt of written request from the applicable Disclosing Party, either (at the election of the Disclosing Party): (i) deliver to the applicable Disclosing Party or its representative all materials containing Confidential Information of the applicable Disclosing Party that were received by the Receiving Party from the applicable Disclosing Party; or (ii) destroy all materials containing Confidential Information of the applicable Disclosing Party that were received by the Receiving Party from the applicable Disclosing Party and provide an officer's certificate to the Disclosing Party certifying, under penalty of perjury, such destruction; *provided, however*, that the Receiving Party shall be entitled to retain one archival copy of such materials for use by the Receiving Party solely in connection with any disputes with the Disclosing Party concerning this Agreement, the confidentiality of which shall be maintained by the Receiving Party in the same manner as is used by the Receiving Party with respect to its own confidential information (but in no event less than a reasonable standard of care).

(e) Required Disclosure. Notwithstanding anything to the contrary herein, each Receiving Party may use and disclose such Confidential Information of a Disclosing Party as is reasonably necessary in connection with any public records request, third party subpoena or judicial order or decree or applicable law, including but not limited to public records laws, requiring disclosure of such Confidential Information, provided that the Receiving Party provides advance notice of such requirement to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6(e) and if, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party, the Receiving Party is legally required to disclose any Confidential Information of the Disclosing Party, such Receiving Party: (i) reasonably cooperates with the Disclosing Party to obtain, at the Disclosing Party's expense, an appropriate protective order or other reliable assurance that confidential treatment will be accorded to such Confidential Information, and (ii) discloses only such Confidential Information as the Receiving Party is advised by legal counsel that such Receiving Party is legally required to disclose.

7. Representations and Warranties; Indemnification.

(a) Warranties. Each Party represents and warrants to the other Party that:

(i) (a) it has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder, (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by its boards of directors or other governing body, as the case may be, (c) this Agreement has been duly executed and delivered by it, and (d) this Agreement constitutes a valid and binding obligation against it, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, or other similar laws relating to the enforcement of creditors' rights generally and by general principles of equity;

(ii) no authorization, consent, or approval of, or filing with, any governmental entity is necessary on its part for the consummation by it of the transactions contemplated by this Agreement; and

(iii) no action by or against it is pending or, to the best of its knowledge, threatened which could affect the legality, validity or enforceability of this Agreement, or the consummation of the transactions contemplated hereby.

(b) Indemnification.

(i) By GWRI. GWRI will indemnify and defend Buckeye and each council member, officer, employee, or agent thereof (each a "**Buckeye Indemnified Party**"), from and against all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) ("**Claims**") to which any such Buckeye Indemnified Party may become subject, under any theory of liability whatsoever, insofar as such Claims (or actions in respect thereof) solely relate to,

arise out of, or are caused by or based upon the gross negligence or intentional misconduct of GWRI, its officers, employees, or agents in connection with GWRI's performance under this Agreement.

(ii) By Buckeye. To the extent permitted by law, Buckeye will indemnify and defend GWRI, its affiliates, managers, directors, members, officers, agents, and employees (each a "**GWRI Indemnified Party**") from and against all Claims to which any such GWRI Indemnified Party may become subject, insofar as such Claims (or actions in respect thereof) solely relate to, arise out of, or are caused by or based upon the gross negligence or intentional misconduct of Buckeye, its council members, officers, employees, or agents, in connection with Buckeye's use of the Platform, utilization of the Transition Services, or other actions contemplated under this Agreement.

(c) Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY TO THIS AGREEMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS CONSIDERED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. Miscellaneous.

(a) Expenses. Except as expressly set forth in this Agreement, each Party agrees to pay any and all expenses, fees and costs (including legal, accounting and consulting expenses, fees and costs) incurred by it in connection with the transactions contemplated by this Agreement.

(b) Entire Agreement. This Agreement, including the schedules hereto, contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior arrangements or understandings among the Parties (or their respective Affiliates) with respect to the subject matter of this Agreement, whether written or oral.

(c) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the Party at the address set forth below, (b) deposited in the U.S. first class mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to GWRI:

Global Water Resources, Inc.
Attention: Ron L. Fleming
21410 N. 19th Avenue, Suite 201

Phoenix, Arizona 85027

With a courtesy
copy to:

Mike Donahey
Snell & Wilmer L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, AZ 85004
Fax no.: (602) 382-6070

If to Buckeye:

City of Buckeye
Attention: City Manager
530 East Monroe Avenue
Buckeye, AZ 85326
Fax no.: (623) 349-5951

With a copy to:

City of Buckeye
Attention: Water Resources Director
530 East Monroe Avenue
Buckeye, AZ 85326
Fax no.: (623) 349-6099

and

With a courtesy copy to:

Scott W. Ruby
Gust Rosenfeld P.L.C.
One East Washington
Suite 1600
Phoenix, AZ 85004
Fax no.: (602) 257-7422

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section 8(c). Notices shall be deemed received (x) when delivered to the Party, (y) three (3) business days after being placed in the U.S. first class mail, registered or certified, properly addressed, with sufficient postage, or (z) the business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without giving effect to any choice of law principles thereof that would result in application of the law of any other jurisdiction).

(e) Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party.

(f) Waivers and Amendments. No purported waiver of any provision of this Agreement shall be binding upon any of the Parties to this Agreement unless the Party providing such waiver has duly executed and delivered to the other Party a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Any such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise (from time to time and at any time) by a Party of, nor the delay or failure (at any time or for any period of time) to exercise, any right, power or remedy shall constitute a waiver of the right to exercise, or impair, limit or restrict the exercise of, such right, power or remedy or any other right, power or remedy at any time and from time to time thereafter. No waiver of any right, power or remedy of a Party shall be deemed to be a waiver of any other right, power or remedy of such Party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy. No purported amendment to any provision of this Agreement shall be binding upon the Parties unless a written instrument has been signed by both Parties which states that it constitutes an amendment to this Agreement and specifies the provision(s) hereof that are being amended.

(g) Third Party Rights. This Agreement shall not be enforceable by, create any right or cause of action in or benefits in or on behalf of any Person not a party hereto; provided, however, that Fathom shall be a third party beneficiary with respect to Section 6 and may enforce the provisions of Section 6.

(h) Severability. If any provision of this Agreement is found to be invalid, illegal or incapable of being enforced, in whole or in part, in any jurisdiction under any circumstances for any reason: (i) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the Parties as expressed in, and the benefits to such Parties provided by, such provision; or (ii) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

(i) Equitable Remedies. It is specifically understood and agreed that any breach or threatened breach of the provisions of this Agreement or any other agreement executed and delivered pursuant to this Agreement by a Party will result in irreparable injury to the other Party, that money damages alone will be an inadequate remedy for such breach or threatened breach, and that, therefore, in addition to any other remedies which a Party may have, the rights

and obligations of any of such Party shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith, without the necessity of posting a bond or other security or proving actual damages and without regard to the adequacy of any remedy at law.

(j) Construction. The Parties are each sophisticated and have participated jointly in the negotiation and drafting of this Agreement. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(k) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

Scott W. Ruby
Gust Rosenfeld P.L.C.
Attorneys for City

GLOBAL WATER RESOURCES, INC., a Delaware corporation

By: _____
Ron L. Fleming, President

[Signature page to the Transition Services Agreement]

Schedule 1 Transition Services

Transition Services include:

- AMI – Automated Meter Infrastructure
- CIS – Customer Information System with Utility Billing
- AMS – Asset Management Systems
- GIS – additional Geographical Information System services for Growth Services administration

Scope of Services –

Advanced Metering Infrastructure

RECURRING DELIVERABLES FOR LIFE OF CONTRACT

- R1) Monthly Customer Portal Speed Test Results
- R2) User log-in and security configuration, provided as needed
- R3) Read Management System (system performance and billing integrity services)
- R4) Warranty Management System
- R5) Customer Presentment of Consumption Data and Alerts
- R6) Software maintenance and IT hardware renewal
- R7) Daily work order generation based on read management queries
- R8) Monthly reads loaded into the billing system for billing
- R9) Quarterly review of system performance with a dedicated account manager
- R10) Data Collector monitoring, troubleshooting, repair and/or replacement to ensure network operation

Scope of Services –

Utility Billing

PROJECT DELIVERABLES:

- P1) Platform Customer Portal (U₂You) for Buckeye with access to the following:
 - Account Information
 - i) Account Details
 - ii) Account Balance
 - iii) Billing History
 - iv) Payment History
 - v) Usage History
 - vi) Customer Service
 - vii) Report a Problem

- Bill Payment
 - i) Credit or debit card
 - ii) Checking account
 - iii) Sign up for automatic payments
 - Notifications (to be sent via text/SMS, email or FATHOM App)
 - i) Bill Ready
 - ii) Bill Past Due
 - Conservation Messaging
- P2) FATHOM Smartphone Apps (iPhone and Android) for Buckeye with access to the following:
- Account Balance
 - Bill Payment
 - Billing History
 - Usage History
- P3) FATHOM Utility Administration Portal (U₂U) for Buckeye with access to the following:
- Customer Care Information
 - i) Customer and account details including usage, billing and payment history
 - ii) Geospatial location and map
 - iii) Electronic work order management
 - Reporting
 - i) Income Statement – Year to date income statement by month
 - ii) A/R Summary – A/R balance detailed by Service, Account Status, Account Type
 - iii) A/R Aging – A/R aging detailed by account including 0-30, 30-60, 60-90, and 90-120 days
 - iv) Deposits – Deposit detail by account
 - v) Top 20 Users – Details top consumption users by account class
 - vi) Residential >50% – Detail of residential accounts where consumption has increased at least 50% since last billing
 - vii) Commercial >20% – Detail of commercial accounts where consumption has increased at least 20% since last billing
 - viii) Consumption Summary – Detail on number of connections by service and the billed consumption by month
 - ix) Consumption and Account Details – Customer count and consumption by account with increase/decrease (percentage based) since last billing. Details bill codes, account status, owner/tenant, move in/out date, account class, and year-to-date consumption
- P4) Extranet site for Support Desk Access via ticket system
- P5) Information Technology Service Level Agreement
- P6) Disaster Recovery Documentation

RECURRING DELIVERABLES FOR LIFE OF CONTRACT:

- R1) Monthly Customer Portal Speed Test Results
- R1) User log-in and security configuration, provided as needed
- R2) Software maintenance and IT hardware renewal

- R3) Provide monthly billing services for water and wastewater accounts to include;
- Monthly reads loaded into the billing system for billing
 - Review and processing of exceptions within 5 business days
 - Green collections management campaign, limited to mailed disconnect notices and daily outbound IVR communications
 - Customer notification messages on the bills, up to six unique messages per year
 - Provide billing inserts up to six per year (Buckeye to provide inserts as 8.5 x 11 inch or 1/3 page inserts) Deposit management, which includes the proper application of deposits to customer accounts in accordance with GWRI standards, and the ongoing reimbursement of such deposits in accordance with such standards.
- R4) Portal for uploading and downloading any manual meter reading activities
- R5) Support and management of payment interfaces & processes
- Paperless billing
 - Pay by phone
 - Pay by mail
 - Pay by credit or debit card
 - Pay locally
 - Pay by electronic check
 - Pay by ACH
- R6) Industry-leading best practices to include but not limited to returned check fees, unapplied payments, customer callbacks, payment arrangements and bankruptcies
- R7) Support and management of customer internet site for account access
- Account Information
 - Payments
 - Review Bill History
 - Review Usage History
 - Report an issue (link to utility inbox)
 -
 - Custom announcements to customers, up to six unique messages per year
- R8) Support and management of the electronic work order system (excluding field equipment) and the following work orders to support customer care and field customer service:
- New Meter Install
 - Meter Repair
 - Meter Replacement
 - Meter Relocate
 - Meter Remove
 - Meter Abandon
 - Meter Inspect
 - Meter Other
 - Field Investigation
 - Project Assistance
 - Emergency Repair

- Meter Test
 - AMI Repair
 - Compliance Action
 - Disconnect for Non-Payment
 - Disconnect for Non-Compliance
 - Final Bill Service Order
 - Meter Exchange
 - Meter Install
 - Reconnect Service Order
 - Reread Meter Customer Request
 - Scheduled Reconnection
 - Scheduled Vacant Account Reactivation
 - Vacant Account Reactivation
 - Vacant Account Usage Reactivation
- R9) Advanced call center support
- Call volumes to be within volumes of historic norms. Parties acknowledge and agree that call volumes that exceed historic norms in any quantifiable respect will be subject to incremental fees subject to mutual understanding and agreement. One such instance of such high call volumes could be upon the announcement of increased rates by the Arizona Corporation Commission.
 - 70% of customer contacts will be addressed within 120 seconds and maintain an abandon rate of less than 7%
 - Provide call recording and call storage of all calls for two years
- R10) 24/7 automated phone support with functionality to:
- Report an emergency
 - Access general information
 - Access account information
 - Make payments
 - Provide balances & payment history
- R11) Manage and support the FATHOM iPhone and Android applications for Buckeye customers
- R12) As needed support for custom report development and delivery (at additional cost)

Scope of Services –

Asset Management Services

RECURRING DELIVERABLES FOR LIFE OF CONTRACT:

- R2) Monthly Asset Management System Speed Test Results
- R3) User log-in and security configuration, provided as needed
- R4) Software maintenance and IT hardware renewal
- R5) Client portal for reporting access and scheduling of reports

- R6) Evergreen Software updates over the life of the contract
- R7) Uploading and maintenance of new and replacement infrastructure in the GIS database
- R8) Uploading and maintenance of asset documentation, O&M Manuals, Standard Operating Procedures, etc.
- R9) Standard Asset Management Reporting
- R10) Standard Water, Wastewater and Recycled Water Work Orders for the following Asset Classes as applicable:
- Aerators
 - Air Reliefs
 - Analyzer
 - Aerobic Sludge Digester
 - Auger
 - Belt Press
 - Blower
 - Submersible Aerating Mixer
 - Sludge Pumps
 - Belt Press Bearings
 - Conveyor
 - Plant Water Booster Pump
 - Fuses
 - Polymer Injection System
 - Chlorine Systems
 - Chemical Systems
 - Compressor
 - Conveyor
 - Decanter
 - Electrical Systems
 - General
 - Power Quality Monitor
 - Auto Transfer Switch
 - Circuit Breaker
 - Motor Starter
 - Motor Saver
 - Soft Start
 - Main Power Disconnect
 - Transformer
 - Trans Volt Surge Sprsr
 - Variable Speed Drives
 - Blue Stake
 - Training
 - General Maintenance
 - Office

- Landscape
- Meetings
- Administrative
- Building
- Generator
- Grit Systems
- HVAC Systems
- Hydro Tank
- Instrumentation
 - Flow
 - Pressure
 - Level
 - Temperature
 - Probes
 - Totalize
 - Transducer
- Lab
- Mechanical Pipe
- Media
- Other
- Post Equalization Basin
- Pumps
- SCADA Radio
- Control Valves
- Fire lines
- Hydrants
 - Recycled
 - Potable
- Hydrant Laterals
- Hydrant Valve
- Isolation Valve
- Retention Structure
- Master Meters
- Meter
- Recycled Water Main
- Sampling Stations
- Services
- Safety Systems
 - General
 - Shower
 - Eye Wash
- Slashes Filter

- SAMS
- SBR Reactors
- SCADA
- Security Systems
- Sewer Lateral
- Lift Stations
- Manholes
- Sewer Air Relief
- Sewer Main
- Storage Tank
- Tertiary Filter
- Treatment Vessels
- UV Modules
- Valves
- Vehicles
- Distribution Centers
- Water mains
- Wells

R11) Quarterly review of asset management system with management

R12) One one-day training session for operations per quarter

Schedule 2

Fees

Fees:

Fees incurred by Buckeye are based on the number of account locations within the Territory and managed within the Platform and charged on a price per account location per month basis:

AMI – Advanced Metering Infrastructure Fees:

- Monthly Fee = \$.75/account location/month
- Adjustments
 - Inflation adjuster factor - \$.75/account location/month shall be subject to an increase on the anniversary of the Effective Date that is equivalent to the CPI factor for the region. The CPI increase shall not be greater than 5%.
 - The meter, AMI module and installation will be purchased by Buckeye.

CIS – Customer Information System with Utility Billing Fees:

- Monthly Fee = \$4.44/account location/month
- Adjustments
 - Inflation adjuster factor - \$4.44/account location/month shall be subject to an increase on the anniversary of the Effective Date that is equivalent to the CPI factor for the region. The CPI increase shall not be greater than 5%.

AMS & GIS - Asset Management Services and GIS for Growth Services:

- Monthly Fee = \$2.50/account location/month.
- Adjustments
 - Inflation adjuster factor - \$2.50/account location/month shall be subject to an increase on the anniversary of the Effective Date that is equivalent to the CPI factor for the region. The CPI increase shall not be greater than 5%.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of _____, 2015, is by and among VALENCIA WATER COMPANY, INC., an Arizona corporation, and WATER UTILITY OF GREATER BUCKEYE, INC., an Arizona corporation (together, the "Assignors"), and the CITY OF BUCKEYE ("Assignee"), an Arizona municipal corporation.

WHEREAS, Assignors and Assignee have entered into that certain Settlement Agreement for Stipulated Condemnation, dated as of March 19, 2015 (the "Condemnation Agreement"), pursuant to which, among other things, Assignors will assign all of their rights, title and interests in and to, and Assignee has agreed to assume all of the Assignors' duties and obligations set forth on, Schedule 2.1(b) and Schedule 2.1(c) to the Condemnation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein have the meanings set forth in the Condemnation Agreement.
2. Assignment and Assumption of Assigned Contracts and Line Extension Agreements. Assignors hereby sell, assign, grant, convey and transfer to Assignee all of their right, title and interest in and to the Assigned Contracts and the Line Extension Agreements. Subject to the terms of the Condemnation Agreement, Assignee hereby accepts such assignment and assumes all of the Assignor's duties and obligations under the Assigned Contracts and the Line Extension Agreements and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignors under the Assigned Contracts and the Line Extension Agreements.
3. Terms of the Condemnation Agreement. The terms of the Condemnation Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts and the Line Extension Agreements (including Section 2.9 of the Condemnation Agreement) are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Condemnation Agreement shall not be superseded hereby, but they shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Condemnation Agreement and the terms hereof, the terms of the Condemnation Agreement shall govern.
4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as are necessary or reasonably appropriate to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY:

CITY OF BUCKEYE, an Arizona municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucinda Aja, City Clerk

Scott W. Ruby
Gust Rosenfeld P.L.C.
Attorneys for City

VALENCIA WATER COMPANY, INC., an Arizona corporation

By: _____
Ron L. Fleming, President

WATER UTILITY OF GREATER BUCKEYE, INC., an Arizona corporation

By: _____
Ron L. Fleming, President

Exhibit F
To
Settlement Agreement for Stipulated Condemnation

Parcel 1 (Goodyear):

The Northeast quarter of the Northwest quarter and South one-half of the Northwest quarter of Section 14, Township 1 North, Range 2 West, except the East 200 feet of the North 1,000 feet of said Northeast quarter of the Northwest quarter, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel 2 (Goodyear):

That portion of the Northwest quarter of the Northwest quarter of Section 14, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and described as follows:

Commencing at the Northwest corner of said Section 14;

thence South 89 degrees 57 minutes 36 seconds East along the North Section line 780.00 feet and South 33.00 feet to the TRUE POINT of BEGINNING;

thence South 400.00 feet;

thence North 89 degrees 57 minutes 36 seconds West 46.00 feet;

thence South 890.35 feet;

thence South 89 degrees 59 minutes 50 seconds East 588.40 feet;

thence North 0 degrees 00 minutes 40 seconds East 1,290.01 feet;

thence North 89 degrees 57 minutes 36 seconds West 542.40 feet to the POINT OF BEGINNING.

Parcel 3 (County):

The West one-half of Section 33, Township 3 North, Range 2 West, except the East 60 feet thereof, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(a) Personal Property

CLERK COPY

Acquisition				
Sys No	Ext	Date	Description	Company
000001	000	7/1/1978	L/LR Leaf Verde Booster	Valencia
000002	000	7/1/1978	L/LR-Buckeye North Booster	Valencia
000003	000	7/1/1983	S&I Wellsite 55-607658	Valencia
000004	000	7/1/1966	S&I Wellsite #2 - 55-607657	Valencia
000005	000	7/1/1983	S&I Wellsite #3 - 55-607656	Valencia
000006	000	7/1/1990	S&I Leaf Verde Booster Station	Valencia
000007	000	8/10/1972	S&I Buckeye North Booster	Valencia
000008	000	8/10/1972	S&I Buckeye North Booster	Valencia
000009	000	7/1/1988	W&S Wellsite #1 - 55-607658	Valencia
000010	000	8/10/1972	W&S Wellsite #2 - 55-607657 (X)	Valencia
000011	000	7/1/1988	W&S Wellsite #3 - 55-607656	Valencia
000013	000	8/10/1972	Wellsite #1 - 55-60765 (X)	Valencia
000014	000	7/1/1990	Wellsite #1 -55-60765	Valencia
000015	000	12/26/1992	Wellsite #1 - 55-60765	Valencia
000016	000	7/1/1980	Wellsite #2 - 55-60765	Valencia
000017	000	7/1/1988	Wellsite #2 - 55-60765	Valencia
000018	000	8/10/1972	Wellsite #2 - 55-60765 (X)	Valencia
000019	000	7/1/1988	Wellsite #2 - 55-60765	Valencia
000020	000	7/1/1990	Wellsite #2 -55-60765	Valencia
000021	000	5/26/1992	Wellsite #2 - 55-60765	Valencia
000022	000	7/1/1983	Wellsite #3 --60765	Valencia
000023	000	8/10/1972	Wellsite #3 - 55-60765 (X)	Valencia
000024	000	7/1/1988	Wellsite #3 - 55-60765	Valencia
000025	000	7/1/1990	Wellsite #3 - 55-60765	Valencia
000026	000	7/1/1993	Wellsite #3 - 55-60765	Valencia
000027	000	7/1/1986	Leaf Verde Booster	Valencia
000028	000	7/1/1986	Leaf Verde Booster ST	Valencia
000029	000	7/1/1987	Leaf Verde Booster ST	Valencia
000030	000	7/1/1988	Leaf Verde Booster Station	Valencia
000031	000	7/1/1988	Leaf Verde Booster Station	Valencia
000032	000	7/1/1990	Leaf Verde Booster Station	Valencia
000033	000	8/10/1972	Buckeye North Booster Pump (X)	Valencia
000034	000	8/10/1972	Buckeye North Booster Pump (X)	Valencia
000035	000	7/1/1987	Buckeye North Booster Pump	Valencia
000036	000	7/1/1988	Buckeye North Booster Pump	Valencia
000037	000	7/1/1990	Buckeye North Booster Pump	Valencia
000038	000	8/10/1972	Wellsite #1 -55-6076	Valencia
000039	000	8/10/1972	Wellsite #1 -55-6076	Valencia
000040	000	8/10/1972	Wellsite #1 -55-6076	Valencia
000041	000	8/10/1972	Wellsite #2 -55-6076	Valencia
000042	000	8/10/1972	Wellsite #2 -55-6076	Valencia
000043	000	8/10/1972	Wellsite #2 -55-6076	Valencia
000044	000	7/1/1988	Wellsite #2 -55-6076	Valencia
000045	000	7/1/1988	Wellsite #2 -55-6076	Valencia
000046	000	7/1/1988	Wellsite #2 -55-6076	Valencia
000047	000	7/1/1987	Wellsite #2 -55-6076	Valencia
000048	000	7/1/1988	Wellsite #2 -55-6076	Valencia
000049	000	6/1/1992	Wellsite #2 -55-6076	Valencia
000050	000	7/1/1983	Wellsite #3 -55-6076	Valencia
000051	000	7/1/1983	Wellsite #3 -55-6076	Valencia
000052	000	7/1/1988	Leaf Verde Booster Station	Valencia
000053	000	7/1/1989	Leaf Verde Booster Station	Valencia
000054	000	7/1/1989	Leaf Verde Booster Station	Valencia

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(a) Personal Property

CLERK COPY

000055	000	7/1/1990 Leaf Verde Booster Station	Valencia
000056	000	7/1/1990 Leaf Verde Booster Station	Valencia
000057	000	7/1/1990 Leaf Verde Booster Station	Valencia
000058	000	7/1/1990 Leaf Verde Booster Station	Valencia
000059	000	7/1/1990 Leaf Verde Booster Station	Valencia
000060	000	7/1/1991 Leaf Verde Booster Station	Valencia
000061	000	7/1/1991 Leaf Verde Booster Station	Valencia
000062	000	7/1/1985 Buckeye North Booster Station	Valencia
000063	000	8/10/1972 Buckeye North Booster Station	Valencia
000064	000	7/1/1990 T&D Mains - Valencia	Valencia
000065	000	7/1/1988 T&D Mains - Valencia	Valencia
000066	000	7/1/1971 T&D Mains - Valencia	Valencia
000067	000	8/10/1972 T&D Mains - Valencia	Valencia
000068	000	8/10/1972 T&D Mains - Valencia	Valencia
000069	000	8/10/1972 T&D Mains - Valencia	Valencia
000070	000	8/10/1972 T&D Mains - Valencia	Valencia
000071	000	7/1/1988 T&D Mains - Valencia	Valencia
000072	000	7/1/1989 T&D Mains - Valencia	Valencia
000073	000	7/1/1990 T&D Mains - Valencia	Valencia
000074	000	10/18/1992 T&D Mains - Valencia	Valencia
000075	000	7/1/1992 T&D Mains - Valencia	Valencia
000076	000	7/1/1992 T&D Mains - Valencia	Valencia
000077	000	7/1/1993 T&D Mains - Valencia	Valencia
000078	000	7/1/1984 T&D Mains	Valencia
000079	000	7/1/1983 T&D Mains	Valencia
000080	000	7/1/1984 T&D Mains	Valencia
000081	000	7/1/1984 T&D Mains	Valencia
000082	000	7/1/1984 T&D Mains	Valencia
000083	000	7/1/1984 T&D Mains	Valencia
000084	000	7/1/1984 T&D Mains	Valencia
000085	000	7/1/1988 Line to Leaf Verde Plant	Valencia
000086	000	7/1/1984 Line to Leaf Verde Plant	Valencia
000087	000	7/1/1984 T&D Mains	Valencia
000088	000	7/1/1984 T&D Mains	Valencia
000089	000	7/1/1984 Line to Buckeye North	Valencia
000090	000	7/1/1984 Line to Buckeye North Plant	Valencia
000093	000	7/1/1991 9/11 Marv's Construction	Valencia
000124	000	7/1/1990 2 Meters"	Valencia
000125	000	7/1/1984 Hydrants - Valencia @ \$224.46	Valencia
000126	000	5/16/1990 Parts for Refurbishing	Valencia
000127	000	3/12/1991 Hydrants - Parkson	Valencia
000128	000	7/1/1991 Equipment Rental	Valencia
000129	000	7/1/1988 Leaf Verde @ \$1559	Valencia
000130	000	7/1/1985 Hydrants Buckeye North	Valencia
000154	000	7/1/1990 Truck Tool Box	Valencia
000159	000	1/1/1993 Land-Kino Place First Ave.	Valencia
000160	000	1/1/1993 Steel Storage Tank - 40,000 Ga	Valencia
000161	000	1/1/1993 Chrome Pressure Tank 2,000 Ga	Valencia
000162	000	11/30/1992 Land-Tract A in Lot 20 NW Park	Valencia
000165	000	11/30/1993 25,000 Gallon Storage Tank	Valencia
000166	000	11/30/1993 2,500 Gallon Pressure Tank	Valencia
000167	000	11/30/1993 12 Fire Hydrants Complete	Valencia
000168	000	11/30/1993 14- 3/4 Water Service"	Valencia
000169	000	11/30/1993 T&D Mains	Valencia
000170	000	11/30/1993 T&D Mains	Valencia

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000171	000	11/30/1993 T&D Mains	Valencia
000172	000	11/30/1993 T&D Mains	Valencia
000173	000	11/30/1993 T&D Mains	Valencia
000174	000	11/30/1993 T&D Mains	Valencia
000175	000	11/30/1993 T&D Mains	Valencia
000176	000	11/30/1993 T&D Mains	Valencia
000177	000	11/30/1993 T&D Mains	Valencia
000178	000	11/30/1993 T&D Mains	Valencia
000179	000	11/30/1993 T&D Mains	Valencia
000180	000	11/30/1993 T&D Mains	Valencia
000183	000	5/20/1994 Distribution Reservoirs	Valencia
000184	000	6/7/1994 Distribution Reservoirs	Valencia
000185	000	3/8/1994 Hydrants - 6 Hot Tap"	Valencia
000186	000	3/1/1994 Hydrants-8x6" Tapping Sleeve"	Valencia
000196	000	1/27/1995 2 Galv. Pipe"	Valencia
000199	000	6/13/1995 Drum Clutcher	Valencia
000200	000	4/30/1995 11 4 Galvanized Pipes"	Valencia
000201	000	4/30/1995 Elec. Pumping Equipment	Valencia
000202	000	5/26/1995 Elec. Pumping Equipment	Valencia
000203	000	5/26/1995 Elec. Pumping Equipment	Valencia
000204	000	2/17/1996 4 DI Check Valve"	Valencia
000207	000	12/31/1995 5 Meters from Stock	Valencia
000208	000	3/4/1996 6' Chain Link Fence	Valencia
000209	000	1/31/1996 Meters	Valencia
000232	000	5/28/1996 Utility Pump Kit to X'fer Aqua	Valencia
000233	000	8/9/1996 Reposition Booster Pump	Valencia
000234	000	6/30/1996 Meters	Valencia
000235	000	5/31/1996 Meters	Valencia
000236	000	7/31/1996 Meters	Valencia
000237	000	5/9/1996 Meter 1 - SR DR Gallon"	Valencia
000238	000	5/15/1996 3 27ft Bore Pipe"	Valencia
000240	000	12/31/1996 Meters	Valencia
000241	000	12/31/1996 Meters	Valencia
000242	000	12/31/1996 Meters	Valencia
000243	000	12/31/1996 Meters	Valencia
000245	000	4/23/1997 4 W1000 Turbo 1000 Gal MMP	Valencia
000246	000	1/1/1997 4 Waterline / Parts"	Valencia
000247	000	1/1/1997 25,000 Gal. Tank/2,500 Gal Hyd	Valencia
000248	000	1/1/1997 6 C900 CL150/6" Line Valve"	Valencia
000249	000	1/1/1997 31/2 FH Complete"	Valencia
000250	000	1/1/1997 1 Water Service No Meter"	Valencia
000254	000	7/29/1997 Tools	Valencia
000256	000	10/8/1997 4 Drawer Black Filing Cabinet	Valencia
000257	000	10/6/1997 Replace Blown-up Pressure tank	Valencia
000258	000	10/6/1997 3 MJ S/P Sleeve/Regular ACC se	Valencia
000261	000	7/1/1997 AIAC Storage Water Tank	Valencia
000262	000	7/1/1997 AIAC Generator/Pump Stations/Elect	Valencia
000263	000	7/1/1997 AIAC Water Line Charges - Love's	Valencia
000264	000	7/1/1997 Fence/Splash Block/Crane Rental	Valencia
000275	000	7/13/1998 Install 15HP Booster Pump	Valencia
000276	000	7/3/1998 1/2 CHK VLV - 1/2HP Booster"	Valencia
000278	000	9/14/1998 Drawing For 4th/Alarcon Wellsite	Valencia
000279	000	9/11/1998 2 Meter W160 Turbo"	Valencia
000280	000	1/1/1998 Reclass Meters out of Stock	Valencia
000281	000	1/1/1998 Reclass Meters out of Stock	Valencia

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000282	000	1/1/1998	Reclass Meters/Boxes & Lids	Valencia
000284	000	4/30/1998	Meters Installed	Valencia
000288	000	11/18/1998	Demolition Hammer/Chisel/Spade	Valencia
000291	000	6/29/1999	Land-Lot 7, Blk 10, Valencia	Valencia
000293	000	7/20/1999	Well Pump- 4th & Central	Valencia
000294	000	9/30/1999	Overflow Warning Light -N.W.	Valencia
000295	000	9/30/1999	Warning Light- 4th & Alarcon	Valencia
000296	000	9/30/1999	Clay Valve	Valencia
000297	000	12/1/1999	Meters 2- 2 Grace Fellowship"	Valencia
000298	000	12/31/1999	Meter Installation - GFC	Valencia
000299	000	12/31/1999	Meters Installed in 99	Valencia
000300	000	12/31/1999	Meters Installed in 99	Valencia
000306	000	5/24/1999	Reed Pep Cut Off & Dip Cleaner	Valencia
000307	000	5/26/1999	Service Line Puller	Valencia
000312	000	12/31/1999	Pin Locks- 100	Valencia
000314	000	1/11/2000	20hp 460v Motor/Pump	Valencia
000315	000	5/2/2000	10hp 460-30 Pump	Valencia
000316	000	8/1/2000	15hp Pump	Valencia
000317	000	8/1/2000	Replaced Motor Booster Pump	Valencia
000318	000	8/1/2000	Rewired Control Panel	Valencia
000319	000	4/17/2000	Valves/Box installed	Valencia
000320	000	3/31/2000	Transport 2 new tanks	Valencia
000321	000	7/7/2000	Mercoid Controls/parts	Valencia
000322	000	4/25/2000	Valves/parts installed	Valencia
000323	000	4/25/2000	Mercoid Pressure Switch	Valencia
000324	000	5/26/2000	Service installed	Valencia
000325	000	11/9/2000	Service installed/asphalt	Valencia
000326	000	12/31/2000	52 Meter/Lids installed 2000	Valencia
000327	000	5/15/2000	Meter/lids installed	Valencia
000328	000	6/2/2000	Service installed	Valencia
000329	000	12/31/2000	5 Meter/Lids installed	Valencia
000330	000	12/31/2000	39 Meters/Lids installed	Valencia
000331	000	12/31/2000	8 Meters/Lids installed	Valencia
000332	000	7/20/2000	Hydrant parts installed	Valencia
000337	000	4/25/2000	Pliers 10 Tongue Groove"	Valencia
000341	000	6/21/2000	Boring Machine Prairie Dog	Valencia
000345	000	6/15/2000	25hp Booster & Mag Stater	Valencia
000346	000	4/10/2000	Service installed	Valencia
000347	000	3/28/2000	Service installed	Valencia
000348	000	3/28/2000	Service installed	Valencia
000350	000	5/31/2001	AIAC Well #1 Set Pump 42' deeper	Valencia
000351	000	1/30/2001	Booster pump starter	Valencia
000353	000	5/25/2001	Installed electrical conduit	Valencia
000354	000	7/25/2001	Auto valve, gutterbox	Valencia
000355	000	7/25/2001	Electrode tube, vertical tank	Valencia
000356	000	7/25/2001	Symcom Motor Saver Well 2	Valencia
000357	000	8/15/2001	15hp Baldor booster pump	Valencia
000358	000	9/25/2001	Submersible cable Well 2	Valencia
000359	000	5/1/2001	Upgrade Aid Line	Valencia
000360	000	7/16/2001	Gate valve, 3 & 4" Pipe"	Valencia
000361	000	3/31/2001	New Services	Valencia
000362	000	8/30/2001	New Services	Valencia
000363	000	4/1/2001	2 Meters w/flange and gasket"	Valencia
000364	000	5/1/2001	Well #2, 4Neptune Meter"	Valencia
000365	000	11/30/2001	Meter Coupling	Valencia

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000366	000	12/31/2001	Installed Meters(17),boxes/lid	Valencia
000369	000	6/1/2001	Install & Set Fire Hydrants	Valencia
000373	000	7/30/2001	Cash Register	Valencia
000374	000	12/31/2001	Mobile map stand, 36clamps	Valencia
000379	000	3/1/2001	2Backflow Preventor hydrant	Valencia
000383	000	8/31/2001	Boring Engine	Valencia
000384	000	11/30/2001	9 Draw tool center	Valencia
000385	000	1/31/2001	Digital Multi-Meter	Valencia
000387	000	5/31/2001	AIAC Stand by Generator	Valencia
000388	000	5/31/2001	AIAC Electrical Panel	Valencia
000389	000	5/31/2001	AIAC Plumbing	Valencia
000390	000	5/31/2001	AIAC Pumps	Valencia
000391	000	5/31/2001	AIAC Pressure tank clean up	Valencia
000392	000	7/30/2001	Water Sampling Station	Valencia
000393	000	5/31/2001	AIAC 8 C-900 Waterline	Valencia
000394	000	5/31/2001	AIAC 8x8" Taping sleeve valve	Valencia
000395	000	5/31/2001	AIAC - 8 Valve B&C"	Valencia
000396	000	5/31/2001	AIAC 8 Double check backflow	Valencia
000397	000	5/31/2001	AIAC 4 Double check backflow	Valencia
000398	000	5/31/2001	AIAC Fire Hydrants (4)	Valencia
000399	000	2/12/2002	Upgrade-Elevated Pad-Fire Pump	Valencia
000400	000	3/27/2002	Breakroom Remodeled	Valencia
000401	000	7/25/2002	Office Upgrade-carpet, paint	Valencia
000402	000	4/30/2002	AIAC New Well-4th&Baseline	Valencia
000403	000	9/30/2002	Well Upgrade	Valencia
000404	000	2/12/2002	Furnas Mag. Starter	Valencia
000405	000	2/25/2002	6Motor-200gpm 26amps	Valencia
000406	000	4/30/2002	AIAC Pumping System & Motor	Valencia
000407	000	4/30/2002	AIAC Pump w/pump end 60HP	Valencia
000408	000	4/30/2002	AIAC 4 Magnum Meter	Valencia
000409	000	4/30/2002	AIAC Upgrade Control Box	Valencia
000410	000	5/23/2002	Motor-Franklin 20HP	Valencia
000411	000	7/18/2002	Well#2 Upgrade-4elec conduit	Valencia
000412	000	10/18/2002	Motor60HP;Berkley Pump End	Valencia
000413	000	12/3/2002	Chlorinator (Pellet)	Valencia
000414	000	3/18/2002	Removal of Old Tank	Valencia
000415	000	4/30/2002	AIAC 100,000 gal Storage Tank	Valencia
000416	000	4/30/2002	AIAC 5,000 gal Pressure Tank	Valencia
000417	000	4/30/2002	AIAC 4,000 gal Pressure Tank	Valencia
000418	000	5/13/2002	Move Tank-7th/Al. to 4th/Cen.	Valencia
000419	000	6/7/2002	Tank#2-tank ring & bedding	Valencia
000420	000	7/26/2002	Tank#2-move generator	Valencia
000421	000	8/8/2002	Paint inside of 50,000gal Tank	Valencia
000422	000	8/31/2002	Tank#2-leg&tank band	Valencia
000423	000	9/30/2002	AIAC Tank Upgrade-Cholla Ranch Apts	Valencia
000424	000	10/25/2002	Well Upgrade-4th&Central	Valencia
000425	000	7/18/2002	Well#2 4MJ Gate Valves	Valencia
000426	000	9/10/2002	Harqu.Valley School Pipeline	Valencia
000427	000	9/19/2002	Well System Upgrade-4th/Cen.	Valencia
000428	000	9/30/2002	AIAC 2,280 ft Pipeline-Miller Rd	Valencia
000429	000	9/30/2002	AIAC 40ft Pipeline-Baseline Rd.	Valencia
000430	000	9/30/2002	AIAC 2,820ft Pipeline onsite	Valencia
000431	000	7/26/2002	6 Compound Meters	Valencia
000432	000	7/18/2002	New Install	Valencia
000433	000	7/23/2002	2 Badger Meters-3qnty	Valencia

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000434	000	8/16/2002	3/4x5/8 Badger Meters-108qnty	Valencia
000435	000	8/27/2002	2 Meter Installs-Wal-Mart	Valencia
000436	000	8/31/2002	Labor-64 Meter Installs	Valencia
000437	000	9/19/2002	3/4x5/8 Badger Meters-102qnty	Valencia
000438	000	9/19/2002	300ft Copper tubing-Installs	Valencia
000439	000	9/30/2002	AIAC Meter Install	Valencia
000440	000	9/30/2002	AIAC Labor-Meter Installs 142qnty	Valencia
000441	000	10/25/2002	3/4x7-1/2 Meters 102qnty	Valencia
000442	000	10/31/2002	Labor-Meter Installs 43qnty	Valencia
000444	000	11/30/2002	Labor-Meter Installs 35qnty	Valencia
000446	000	12/3/2002	1 Angle Meter-14; 1" Valve-20	Valencia
000447	000	12/11/2002	New Install	Valencia
000449	000	12/31/2002	Labor-Meter Installs 26qnty	Valencia
000450	000	4/29/2002	6 Megalug-Fire Hyd. Install	Valencia
000451	000	9/30/2002	AIAC Fire Hydrants 2qnty-Miller Rd	Valencia
000452	000	9/30/2002	AIAC Fire Hydrant-Baseline Rd	Valencia
000453	000	9/30/2002	AIAC Fire Hydrants 8-Cholla Ranch	Valencia
000454	000	5/31/2002	Chairs-6qnty Office Breakroom	Valencia
000464	000	7/18/2002	3 Fire Hydrant-3qnty	Valencia
000465	000	7/23/2002	Right Angle Kit	Valencia
000470	000	11/15/2002	Alum. Pipe Wrench	Valencia
000477	000	2/28/2003	Storage Shed	Valencia
000478	000	12/18/2003	Block Wall 4th&Cen. Wellsite	Valencia
000479	000	12/31/2003	Block Wall 7th & Alarcon	Valencia
000480	000	1/31/2003	Starter for Booster Pump	Valencia
000481	000	2/28/2003	Control Panel	Valencia
000482	000	3/12/2003	Booster Pump 15HP	Valencia
000483	000	4/10/2003	Booster Pumps & Motors	Valencia
000484	000	4/10/2003	Pump & Warrick	Valencia
000485	000	11/4/2003	Pump Motor	Valencia
000486	000	12/31/2003	Booster Pump	Valencia
000487	000	12/31/2003	Booster Pumps	Valencia
000488	000	12/31/2003	Motor-Franklin	Valencia
000489	000	10/15/2003	Chlorinator Unit	Valencia
000490	000	10/15/2003	Chlorinator Unit	Valencia
000491	000	10/15/2003	Chlorinator Unit	Valencia
000492	000	4/10/2003	Tank Upgrades	Valencia
000493	000	12/31/2003	190,000gal Storage Tank	Valencia
000494	000	1/22/2003	Gate Valves	Valencia
000495	000	3/3/2003	6Pipe & gate valve	Valencia
000496	000	3/12/2003	Check Valve	Valencia
000497	000	4/10/2003	Upgrades at Pima/Baseline	Valencia
000498	000	6/11/2003	Gate Valves	Valencia
000499	000	10/8/2003	Main Line Upgrade	Valencia
000500	000	12/3/2003	4 & 6" Gate Valves	Valencia
000501	000	12/31/2003	12 Plumbing for storage tank	Valencia
000502	000	12/31/2003	16 Pipeline 4000 ft.	Valencia
000503	000	3/12/2003	New Services	Valencia
000504	000	8/13/2003	New Services	Valencia
000505	000	8/13/2003	New Services	Valencia
000508	000	7/9/2003	Master Meters	Valencia
000510	000	11/4/2003	Labor-Meter Installs	Valencia
000512	000	4/10/2003	Equipment Rental	Valencia
000513	000	12/31/2003	Fire Hydrant	Valencia
000516	000	11/18/2003	4drw File Cabinet	Valencia

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000525	000	2/4/2003	GMC 2003 Sierra (GW-0303)	Valencia
000526	000	5/31/2003	2003 Ford 350 (GW-0302)	Valencia
000530	000	5/19/2003	Drilling Machine	Valencia
000535	000	9/30/2003	Master Padlocks 200qnty	Valencia
000537	000	11/4/2003	Pelican Case	Valencia
000548	000	1/21/2004	new fence spray-painted	Valencia
000549	000	8/25/2004	new gate installed at well site	Valencia
000550	000	11/30/2004	new block wall for wellsite	Valencia
000551	000	12/31/2004	well #2 drilled	Valencia
000552	000	1/22/2004	new 25hp booster pump	Valencia
000553	000	1/22/2004	install flex conduit & wire into 25hp booster pump	Valencia
000554	000	1/22/2004	install new 5hp Berkley booster pump	Valencia
000555	000	2/10/2004	installed new 25hp booster pump	Valencia
000556	000	3/2/2004	Franklin motor 50hp, 460v and misc parts and labor for installation	Valencia
000557	000	4/14/2004	Bermad 780Ax4 altitude valve	Valencia
000559	000	4/21/2004	Warricks upgraded to 460V	Valencia
000560	000	5/4/2004	starter - FVNR ESP 100 STR, 3PH SZ1, N12, M-R 220	Valencia
000561	000	5/4/2004	starter - FVNR ESP 100 STR, 3PH, SZ1, N12, M-R 220	Valencia
000563	000	5/17/2004	3.5 magnetic coil	Valencia
000564	000	5/17/2004	installed booster #1 and replaced furnace coil	Valencia
000565	000	6/9/2004	install 3 control timers for small unit & 2 boosters	Valencia
000566	000	6/9/2004	installed 50hp fire pump	Valencia
000567	000	6/9/2004	install 50hp fire pump & 40hp pump and misc parts	Valencia
000568	000	6/9/2004	installed fire pump - Goulds 3656 3x4/8 pump 50hp 460v	Valencia
000569	000	6/9/2004	installed fire pump	Valencia
000570	000	7/22/2004	new block heater and hose installed	Valencia
000571	000	7/31/2004	upgrade control panel	Valencia
000572	000	7/31/2004	fire pump	Valencia
000573	000	7/31/2004	standby generator	Valencia
000574	000	8/19/2004	booster pump - replaced HOA switches and selector	Valencia
000575	000	10/6/2004	45gpm booster pump 5hp, 84 gallon hydropro tank, pressure switch	Valencia
000576	000	10/6/2004	installation of 5hp booster pump	Valencia
000577	000	10/6/2004	electrical hookup for new 5hp pump	Valencia
000578	000	11/11/2004	fire pump upgraded w/new impeller	Valencia
000579	000	12/15/2004	electrical upgrade to control problem signals	Valencia
000580	000	12/28/2004	parts to rebuild pump	Valencia
000581	000	12/31/2004	well #2 - electrical equipment and upgrades	Valencia
000582	000	5/17/2004	TF550 2 blow off w/handle & 3/4" WM	Valencia
000583	000	6/9/2004	3/4 #93 WM	Valencia
000584	000	7/1/2004	water testing equipment and new testing meter	Valencia
000586	000	2/23/2004	removal of old water storage tank and tree	Valencia
000587	000	4/21/2004	upgrade water level gauges for the distribution reservoirs	Valencia
000588	000	6/23/2004	tank upgrades - divert overflows	Valencia
000589	000	6/23/2004	tank upgrade- divert overflows	Valencia
000590	000	7/31/2004	100,000 gallon storage tank	Valencia
000591	000	11/30/2004	engineering and design for tank site	Valencia
000592	000	11/30/2004	legal fees for tank site	Valencia
000593	000	11/30/2004	permit fees	Valencia
000594	000	1/6/2004	engineering fees through 8/13/03	Valencia
000595	000	1/22/2004	EZ Max 5W 12"R, EZ Max 6" 12" R, EZ Max 3", 3" Hymax cplng	Valencia
000596	000	4/6/2004	valve install	Valencia
000597	000	4/6/2004	valve install	Valencia

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000598	000	4/6/2004 valve replacement & tee cut-in, 25 tons of ABC & 2 loads of cleanup	Valencia
000599	000	4/6/2004 valve install	Valencia
000600	000	4/6/2004 valve install	Valencia
000601	000	4/6/2004 valve install - type 1 barricades	Valencia
000603	000	4/14/2004 6 gate valve, 6x4" flg 90, 4x24 spool piece	Valencia
000604	000	6/16/2004 8 Hymax cplng, 6" EZ Max clamp	Valencia
000605	000	7/22/2004 rental of compact rammer	Valencia
000606	000	7/31/2004 c-900 water line	Valencia
000607	000	7/31/2004 c-900 water line	Valencia
000608	000	7/31/2004 AC removal and replacement	Valencia
000609	000	7/31/2004 8 valves"	Valencia
000610	000	7/31/2004 6 valves"	Valencia
000611	000	7/31/2004 6 tee cut into existing water line	Valencia
000612	000	7/31/2004 engineering, construction and review fees for water lines	Valencia
000613	000	8/11/2004 6 pipe 36' and 6" megalug for pipe	Valencia
000614	000	11/30/2004 valves for new site at Bales	Valencia
000615	000	11/30/2004 VWC water master plan report	Valencia
000616	000	12/31/2004 18 and 16" water pipes	Valencia
000617	000	12/31/2004 4228' of PVC water pipe	Valencia
000618	000	12/31/2004 17,759' of PVC water pipe	Valencia
000619	000	12/31/2004 6-12 gate valves w/box and cover	Valencia
000620	000	12/31/2004 8-12 vertical realignment tap caps	Valencia
000621	000	12/31/2004 2416' of water pipe	Valencia
000622	000	12/31/2004 142' of water pipe	Valencia
000623	000	12/31/2004 12 valve w/box and cover	Valencia
000624	000	12/31/2004 8 valve w/box and cover	Valencia
000625	000	12/31/2004 6-12 MAG 370 vertical alignment	Valencia
000626	000	12/31/2004 15580' of mechanical compaction	Valencia
000627	000	1/22/2004 brz saddle for IPS pipe, corp stop, 4 flg gate valve, 4" nut/bolt/gasket	Valencia
000628	000	5/17/2004 3/4 ball valve, 3/4" check valve, 3" nut/bolt/gasket	Valencia
000629	000	5/17/2004 3/4 check valve, 3/4x6" brass nipple, 3/4" ball valve	Valencia
000630	000	7/31/2004 1 water service lines	Valencia
000631	000	7/31/2004 3/4 water service lines	Valencia
000632	000	8/11/2004 backflow prevention device	Valencia
000633	000	9/1/2004 3/4x6 brass nipple, 3/4" brass ball valve, pipe rod 5-10' adj	Valencia
000634	000	9/16/2004 3/4 check valve w/meter nut, 6" gate valve w/trans kit, 3/4" ball valve	Valencia
000635	000	9/16/2004 3/4 check valve w/meter nut, 3/4" ball valve	Valencia
000636	000	10/6/2004 5/8x3/4 adaptor, 1 check valve w/meter cplng, 2x5 steel flex cplng	Valencia
000637	000	11/11/2004 3/4 check valve w/meter nut, 3/4" check valve w/meter cplng, etc.	Valencia
000638	000	12/2/2004 3/4 check valve	Valencia
000639	000	12/15/2004 3/4 check valve w/meter cplng, 3/4" ball valve	Valencia
000640	000	12/22/2004 service clamp, 2 MIP ball, double socket ratchet wrench	Valencia
000641	000	12/22/2004 EZ Max 6x12 range, EZ Max 6" clamp, 3" & 8" Hymax cplngs	Valencia
000642	000	12/22/2004 3/4 ball valve, 3/4" check valve	Valencia
000643	000	12/31/2004 1-1/2 service lines	Valencia
000644	000	12/31/2004 1 service lines	Valencia
000645	000	12/31/2004 2 service lines	Valencia
000646	000	12/31/2004 1 water service	Valencia
000647	000	12/31/2004 2 water service	Valencia
000650	000	1/14/2004 5/8x3/4 meter resetter 12H, 5/8x3/4" resettter 7"H	Valencia

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000651	000	1/22/2004	1x3/4 angle meter, meter box 12D	Valencia
000652	000	2/23/2004	BR120 1.5x13 meter	Valencia
000653	000	3/2/2004	1 check valve w/meter cplng, 5/8x3/4 resetter, flex cplng	Valencia
000654	000	4/6/2004	5/8x3/4 meter, 3/4x7.5 meter, 3/4 local register	Valencia
000655	000	4/6/2004	3 Badger fire hydrant meter, 3" IPS gate valve	Valencia
000656	000	4/6/2004	3 Badger fire hydrant meter, 3" IPS gate valve	Valencia
000657	000	5/12/2004	2x17" irrigation meters	Valencia
000658	000	6/9/2004	master meter rebuild	Valencia
000659	000	6/9/2004	meter rebuilds	Valencia
000660	000	6/9/2004	meter rebuilds	Valencia
000661	000	7/1/2004	1 meter cplng, 8" 90 w/trans kit, 8x6 MJ long sleeve	Valencia
000662	000	7/1/2004	meters - BTM plate 5/8x3/4	Valencia
000663	000	7/1/2004	meter rebuilds- 5/8x3/4 ECR/WP reg. 1k gallon	Valencia
000664	000	7/22/2004	meter rebuilds - 5/8x3/4"	Valencia
000666	000	8/11/2004	5/8x3/4 meters for new installs	Valencia
000667	000	8/11/2004	1 meter rebuilds - meter labor, testing and misc parts	Valencia
000668	000	8/11/2004	1.5 meter rebuilds - meter labor, testing & misc parts	Valencia
000669	000	8/11/2004	2 meter rebuilds - meter labor, testing & misc parts	Valencia
000670	002	9/1/2004	3/4 meter, 3/4" check valve w/meter nut, 6" collar leak clamp	Valencia
000671	000	9/16/2004	hydrant meter w/gate valves	Valencia
000674	000	10/6/2004	1x3/4 angle meter, fire hydrant meter	Valencia
000675	002	10/6/2004	3/4 SRII meter 1000 gallon 7.5" laying length	Valencia
000676	000	10/6/2004	5/8x3/4 SRII meter"	Valencia
000678	000	10/13/2004	5/8x3/4 meter less touchpad	Valencia
000679	000	10/21/2004	5/8x3/4 SRII meter less touchpad	Valencia
000680	002	10/21/2004	5/8x3/4 SRII meter, 1" SRII meter w/lid adaptor, 2" SR meter	Valencia
000681	000	10/21/2004	5/8x3/4 SRII meters, 1" SRII meter, 2" SR meter	Valencia
000682	002	11/2/2004	meters - dual h2o proof application	Valencia
000683	000	11/2/2004	5/8x3/4 SRII meter 1000 gallons	Valencia
000684	000	11/2/2004	meters - 3/4x1 meter bushing	Valencia
000685	000	11/11/2004	3/4x1 meter	Valencia
000686	002	11/11/2004	5050c MXU dual port h2o proof application	Valencia
000687	000	11/11/2004	5/8x3/4 SRII ECR/WP meter	Valencia
000688	000	11/11/2004	5/8x3/4 SRII TR/PL meter	Valencia
000690	000	12/2/2004	5/8x3/4 SRII meters	Valencia
000691	002	12/2/2004	5/8x3/4 SRII meters & 505c MXU single port	Valencia
000692	000	12/2/2004	1 SRII meters w/pit lid adaptor	Valencia
000693	002	12/2/2004	5/8x3/4 SRII meters & 505c MXU single port	Valencia
000695	000	12/31/2004	capitalize labor for 838 new meters installed	Valencia
000696	000	1/14/2004	3.5' bury AVK fire hydrant w/kit	Valencia
000697	000	4/6/2004	replace fire hydrant at 2nd Ave and Alarcon	Valencia
000698	000	4/6/2004	fire hydrant replacement- 4'6 medium hydrant, Mueller gate valve, etc	Valencia
000699	000	6/16/2004	3 Sensus 125W hydrant meter	Valencia
000700	000	7/1/2004	fire hydrant 3 MIP x2.5" hydrant adaptor	Valencia
000701	000	7/31/2004	7 fire hydrants	Valencia
000702	000	8/11/2004	new fire hydrant installed	Valencia
000703	000	11/11/2004	fire hydrant upgrade - safety flange- 5.25 & 18" hydrant extension	Valencia
000704	000	12/22/2004	fire hydrant installed at 2nd East and Deniza	Valencia
000705	000	12/31/2004	45 fire hydrants complete	Valencia
000706	000	12/31/2004	6 fire hydrants	Valencia
000707	000	1/14/2004	built shop shelves for Buckeye office	Valencia
000708	000	1/19/2004	office desk	Valencia
000709	000	2/4/2004	shop shelves	Valencia

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000712	000	4/30/2004 4-door filing cabinet	Valencia
000713	000	4/30/2004 4 door filing cabinet	Valencia
000714	000	5/31/2004 freezer chest	Valencia
000715	000	7/31/2004 new desk- back office	Valencia
000716	000	7/31/2004 new desk- manager office	Valencia
000731	000	12/31/2004 2005 GMC Sierra (GW-0510)	Valencia
000733	000	1/6/2004 10 adj length valve key	Valencia
000736	000	3/2/2004 pressure gauge, bow rake, 50' ext cord, tube cutter, etc.	Valencia
000737	000	3/9/2004 water gauge	Valencia
000750	000	8/20/2004 junior padlocks and brass keys	Valencia
000752	000	8/31/2004 100 new padlocks and keys	Valencia
000753	000	9/1/2004 1/4 drive security socket key, splicing connector, 3M crimping tool, etc.	Valencia
000754	000	9/1/2004 1/4 drive security socket	Valencia
000757	000	11/11/2004 junior padlocks and brass keys	Valencia
000760	000	12/15/2004 boot brush, socket set, pipe descaler, rerounding tool	Valencia
000762	000	7/22/2004 recovered Now" portable generator from 7th and Alarcon site	Valencia
000767	000	3/2/2004 four drawer file cabinet	Valencia
000768	000	1/1/1960 Land Wellsite #1 55-60765	Valencia
000769	000	1/1/1960 Land- Wellsite #2 55-607	Valencia
000770	000	1/1/1960 Land- Wellsite #3 55-607	Valencia
000771	000	12/31/2003 Capitalized 7th & Alarcon tank to AIAC	Valencia
000772	000	12/31/2003 Capitalize 7th & Alarcon tank	Valencia
000781	000	8/12/2005 pipe for sprinkler system- 201 E. Coronado	Valencia
000782	000	8/24/2005 fire sprinkler permit	Valencia
000783	000	9/2/2005 install chainlink fence and barbed wire	Valencia
000784	000	9/21/2005 new office- office fire flow, getting plans started	Valencia
000786	000	9/22/2005 install fire line and fire hydrants in new office	Valencia
000787	000	9/26/2005 specs and estimates for concrete slab 10x14x6	Valencia
000788	000	9/28/2005 4 ton heat pump system	Valencia
000789	000	10/6/2005 tile, toilet, plywood- for new office	Valencia
000790	000	10/6/2005 ABC river rock	Valencia
000792	000	10/14/2005 installation of new fire alarm system	Valencia
000793	000	10/14/2005 fire alarm for new office	Valencia
000794	000	10/14/2005 ornamental cactus for pymt drop box	Valencia
000795	000	12/2/2005 install sprinkler system	Valencia
000796	000	12/31/2005 brick wall for water storage facility	Valencia
000797	000	2/7/2005 well drilling services	Valencia
000798	000	5/23/2005 well information	Valencia
000799	000	12/31/2005 capitalize Bales Well from CWIP	Valencia
000800	000	1/11/2005 upgraded Love's booster pump	Valencia
000801	000	2/7/2005 Baldor motor 1/2hp 230v, air compressor	Valencia
000802	000	2/16/2005 reimbursement for fire service pump kit and mechanical seal repair	Valencia
000803	000	2/16/2005 labor for rebuilding fire service pump and installing bearings in the motor	Valencia
000804	000	3/2/2005 meeting w/HRW Pump Cureve analysis fro Bales school impellor issue	Valencia
000805	000	3/17/2005 1/2hp 3 phase compressor motor, 1 phase mag starter	Valencia
000806	000	4/20/2005 emergency parts for electrical pumping equipment	Valencia
000807	000	4/30/2005 pump, compressor, sheave, groove	Valencia
000808	000	4/30/2005 1/2hp 60hz motor	Valencia
000809	000	6/15/2005 Berkley seal, yellow wire nut, baldor motor 15hp, 4 bolt gasket shaft sleeve	Valencia
000810	000	7/25/2005 backup pump	Valencia

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000811	000	8/15/2005 Franklin motor 50hp 460v, Berkley pump end, 6x4 bell reducer"	Valencia
000812	000	9/8/2005 coil, assembled pump on rebuilt motor, replaced bad air check	Valencia
000813	000	9/30/2005 capitalize PH1 recycle pump 2hp	Valencia
000814	000	9/30/2005 capitalize PH1 booster pumps 10hp	Valencia
000815	000	9/30/2005 capitalize PH1 fire pump 125hp	Valencia
000816	000	9/30/2005 capitalize Ph1 flowmeter & box	Valencia
000817	000	10/6/2005 installed SYMCOM motor saver #250A and starter	Valencia
000818	000	12/31/2005 capitalize drilling expenses for new well motor and upgrade control panel	Valencia
000819	000	7/25/2005 Valencia compliance testing	Valencia
000820	000	10/11/2005 ORCA upgrade to treatment equipment	Valencia
000822	000	9/30/2005 capitalize Ph1- 500k gallon Bales booster tank phase 1 fully equipped	Valencia
000823	000	12/31/2005 prep for water storage facility @ Bales Tank site	Valencia
000824	000	12/31/2005 capitalize Buckeye N. tank 280k gal tank at site	Valencia
000825	000	12/31/2005 Town of Buckeye permits for 280k gal tank @ Buckeye N. site	Valencia
000826	000	1/26/2005 3 circle clamp, 6" valve box, 1" brass ball valve	Valencia
000827	000	2/3/2005 review pre-application materials & meeting for Southern Ave.	Valencia
000828	000	2/7/2005 1st review of Miller Rd waterline extension under RID canal	Valencia
000829	000	3/28/2005 3 gasketed pipe 4,000', 3' gate valve, misc PVC parts, tees, megalugs	Valencia
000830	000	4/12/2005 4 hymax cplng, EZ Max 4" width, 12" range	Valencia
000831	000	4/18/2005 barmad part# 902-030-0024	Valencia
000832	000	4/25/2005 4 hymax cplng, 6" hymax cplng, stock refill for repairs	Valencia
000833	000	4/30/2005 refilings w/ACC, review of 20 joint participation agmths, finalize ltr to ACC	Valencia
000834	000	4/30/2005 telephone conferences and revise agmnts	Valencia
000835	000	6/1/2005 EZ Max 6 width, 12" range, 6.60-7.40 IPS-AC 200	Valencia
000836	000	6/1/2005 8 mj cross, 8x6" mj seb reducer, 8" RW gate valve, 6" RW gate valve, GNR 8" mj	Valencia
000837	000	6/1/2005 36' USP 6 DI pipe tj CL350, sigma VB4621 16 slip, sigma VB4622X 24 slip	Valencia
000838	000	6/15/2005 8 hymax cplng,, EZ Max 6" width, 12" range	Valencia
000839	000	6/28/2005 6 hymax cplng, EZ Max "plus & wide" 6" width, 15" range 6.60-7.40	Valencia
000840	000	8/15/2005 4 hymax cplng, 6" hymax cplng, 8" hymax cplng	Valencia
000841	000	11/1/2005 EZ Max 6 width 12" range, EZ Max 8" width 12" range	Valencia
000842	000	12/1/2005 onsite waterline infrastructure 8-12 gate valve box & cover	Valencia
000843	000	12/1/2005 onsite waterline infrastructure 8-12 water pipe ductile iron	Valencia
000844	000	12/31/2005 capitalize waterline infrastructure costs 6-8 pipeline	Valencia
000845	000	12/31/2005 capitalize Coronado Pipeline - 3500' 16 pipeline 4th & Baseline to Miller Rd	Valencia
000846	000	12/31/2005 12' waterline installed on Maricopa Rd from Miller Rd to Bales School	Valencia
000847	000	12/31/2005 12' waterline extension from Storage America to Buckeye N. tank site	Valencia
000848	000	12/31/2005 capitalize Southern Rd. 5,100' pipeline to Miller Rd to Santarra subdivision	Valencia
000849	000	12/31/2005 capitalize onsite waterlines distribution system for Santarra subdivision	Valencia
000851	000	12/31/2005 AIAC Capitalize waterlines for subdivision- 13,888' 8 PVC, 4,913' 12" DIP	Valencia
000852	000	1/11/2005 1 1/2 meter flange w/gasket	Valencia
000853	000	1/11/2005 1 check valve w/meter cplng, 1" ball valve	Valencia
000854	000	1/12/2005 2 hot tap for 3 new services on 2nd & Deniza"	Valencia

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000855	000	1/12/2005	install 2 line for 3 services.@ 2nd Ave E& Deniza"	Valencia
000856	000	1/26/2005	1 check valve, 1" brass ball valve, 2 1/2x1" saddle for PVC, flex cplng	Valencia
000857	000	1/26/2005	1x100' soft copper tubing, 1 corp stop	Valencia
000858	000	2/7/2005	soft copper tubing 300', brass tee, 3/4x1 mtr bushing, 1" adaptors	Valencia
000859	000	3/2/2005	EZ MAX 4x12"	Valencia
000860	000	3/2/2005	2 hymax cplng, 4" hymax cplng, 6" hymax cplng, EZ Max 4x12", EZ Max 8x12"	Valencia
000861	000	5/12/2005	wats FBV-3 1 2pc brs vlv, Ford HS38-323 chk vlv, Ford HS38-44 chk vlv"	Valencia
000862	000	10/12/2005	6 hymax cplng, EZ Max 6" , 12" range	Valencia
000863	000	12/1/2005	onsite waterline infrastructure 298 service lines	Valencia
000864	000	12/31/2005	capitalize waterline infrastructure costs- 9 service lines	Valencia
000865	000	12/31/2005	capitalize 311 1 service lines and 3 2" service lines for Santarra	Valencia
000866	000	12/31/2005	AIAC Capitalize 375 water service lines for subdivision	Valencia
000868	000	1/20/2005	5/8x3/4 SR11 ECR/WP meter"	Valencia
000869	002	2/7/2005	505C MXU single port, 3M UY2 splicing connector, 5/8x3/4 SR11 mtrs, instll part	Valencia
000871	000	3/2/2005	Neptune T-10 disc 5/8x3/4 meters"	Valencia
000872	004	3/2/2005	5/8x3/4 SR11 mtrs, 505C MXU single and dual ports, rubber mtr washer, gskt	Valencia
000873	000	3/10/2005	505C MXU dual port waterproof application	Valencia
000874	000	3/17/2005	5/8x3/4 mtr resetter, 3/4 chk vlv w/mtr cplng, hydrant mtr w/gate vlv, angle mtr	Valencia
000875	000	3/28/2005	3/4 chk vlv w/,tr cplng, 3/4" ball vlv, 1x3/4" angle mtr, 3/4" pair adaptors	Valencia
000876	004	3/28/2005	505C MXU dual port, 5/8x3/4 SR11 ECR/WP mtr"	Valencia
000877	002	4/7/2005	5/8X3/4 SR11 ECR/WP mtr 1k gallon, 505C MXU single port	Valencia
000878	000	4/7/2005	5/8x3/4 SR11 ECR/WP mtr 1k gallon brz btm brz bnt"	Valencia
000879	000	4/26/2005	hydrant mtr w/gate vlv, 1 double chk, CL brass nipple, 1" brass ball vlv	Valencia
000880	002	4/26/2005	505C MXU single & dual port, 2 SR TR/PL mtr, 1" SR11 mtr	Valencia
000881	002	5/12/2005	1 SR11 ECR/WP mtr, 505C MXU single port, 3/4" SR11 ECR/WP mtr, A34 mtr adaptor	Valencia
000882	002	6/1/2005	505C MXU dual port, 1 straight chk vlv, 3/4" brass ball vlv, 3M UY2 splicing	Valencia
000883	002	6/15/2005	A34 pair adaptor, 1 chk vlv, mtr box, 4x1 brz saddle, 2" drop in gskt, hyd mtr	Valencia
000884	004	6/16/2005	505C MXU single & dual ports, 3/4 brass ball vlv	Valencia
000885	000	6/28/2005	6 turbine mtr w/strainer	Valencia
000886	000	6/28/2005	3 megalug mj restrainer, 4" mj reg acc set	Valencia
000887	000	7/6/2005	3/4 chk vlv w/mtr cplng, 3/4 x CLO brass nipple	Valencia
000888	002	7/6/2005	3M UY2 splicing connector, 505C MXU dual port waterprf app, 505C MXU single port	Valencia
000889	000	7/11/2005	3/4 LH ball vlv, 3/4" chk vlv w/mtr cplng, 1" chk vlv w/mtr cplng	Valencia
000890	002	7/18/2005	5/8x3/4 SR11 ECR/WP mtr 1k gallon brz btm brz bnt less touchpad	Valencia
000891	000	7/25/2005	Neptune 9700-220 UME exchange for 4 HP turbine meter- direct read gal	Valencia
000892	004	7/25/2005	1 SR11 mtr DR 1k gallon 6 digit reg brz btm, 505C MXU, 5/8x3/4 " ECR/WP mtr	Valencia
000893	000	7/25/2005	3/4 LH ball vlv, pair 5/8x3/4-1" adaptors, 3/4" chk vlv w/mtr cplng	Valencia

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000894	000	8/15/2005	5/8x3/4 SRII ECR/WP mtr 1k gal brz btm brz bnt less touchpad	Valencia
000895	002	8/25/2005	5/8x3/4 SRII ECR/WP MIP 1k gal brz btm , 1" SRII ECR/WP MIP 1k gal brz btm brz	Valencia
000896	000	9/21/2005	3/4x1 mtr bushing, 1x1/8 thk rubber mtr washer, 3/4x1/8 thk rubber mtr washer	Valencia
000897	004	9/21/2005	1 SRII ECR/WP mtr 1k gal brz btm brz bnt, 1" SRII mtr dr 1k gal 6 digit reg brz	Valencia
000898	000	9/21/2005	1 brass ball vlv, 3/4 chck vlv w/mtr cplng	Valencia
000899	000	9/26/2005	3/4 LH ball vlv,, 3/4 chk vlv w/mtr cplng	Valencia
000900	000	9/28/2005	3/4 2pc brass ball vlv fullport threaded FIP"	Valencia
000901	000	10/12/2005	3M UY2 splicing connector	Valencia
000902	000	10/12/2005	3/4 2pc brass ball vlv full port threaded FIP"	Valencia
000903	004	11/1/2005	1 1/2 SR dr mtr FE brz lid 7007 whl, 2" SR ECR/WP mtr 1k gal, 2" SR trpl mtr 1k	Valencia
000904	000	11/7/2005	1 FIP x mtr vlvs 14" branch, branch pc 1" PE pipe inlet, 3/4 MIP x3/4 CTS PJ	Valencia
000905	000	12/7/2005	3/4 chk vlv w/mtr cplng, 3/4 LH ball vlv	Valencia
000906	000	12/7/2005	3/4 chk vlv w/mtr cplng, 3/4 mtr gskt, 1" mtr gskt, 2" mtr gskt	Valencia
000907	000	12/7/2005	3/4 chk vlv w/mtr nut, 3/4" LH ball vlv, A-34 pair adapter	Valencia
000908	000	12/7/2005	WATS FBV-4 3/4 2pc brass ball vlv full port threaded FIP	Valencia
000909	000	12/7/2005	Dana Kepner meters	Valencia
000910	000	12/31/2005	Resurfaced Buckeye Office Parking Lot	Valencia
000911	000	12/7/2005	Ford HS38-323 check vlv	Valencia
000912	000	12/12/2005	Ford A34 3/4-1 mtr adaptor spud pair"	Valencia
000913	000	12/12/2005	Ford HS38-323 check vlv	Valencia
000914	000	12/29/2005	6 black megalug for dip, 6" bolt packs, 2x6 brz nipple, 2" ball vlv curb stop	Valencia
000915	000	12/29/2005	1 CTS PJ x 3/4 angle mtr stop, branch pc 1" pe pipe, 3/4" LH ball vlv	Valencia
000916	000	12/31/2005	capitalize labor for new mtrs installed 2005	Valencia
000917	000	2/3/2005	12 hydrant ext 5 1/4 w/kit, safety flg kit, 4" cad bolt & nut kit	Valencia
000918	000	2/7/2005	5 1/4 med hydrant 3/6 and misc parts for install including mueller gate vlv	Valencia
000919	000	2/23/2005	12 hydrant extension w/kit and 4 1/2 safety flg kit	Valencia
000920	000	3/10/2005	4 & 6" Mjxflg tee, 4" & 6" trans kits, 4" & 6" nut/bolt/gskt set	Valencia
000921	000	3/28/2005	eclipse post hydrant, misc fire hydrant parts, outlet/inlet	Valencia
000922	000	8/18/2005	permit to work on RiD easement along Coronado Rd in front of 201 E Coronado	Valencia
000923	000	8/24/2005	permit for road crossing for new office	Valencia
000924	000	9/28/2005	2 FIP inlet 2" MIP outlet closed drain"	Valencia
000925	000	12/1/2005	onsite water line infrastructure 27 fire hydrants	Valencia
000926	000	12/12/2005	MU-CO safety stem cplng	Valencia
000927	000	12/20/2005	weather cap 1 1/2 pent, nut 1 1/4" prnt nut, M7 upr stem includes M5 & M6	Valencia
000928	000	12/31/2005	capitalize water line infrastructure costs- 2 fire hydrants	Valencia
000929	000	12/31/2005	capitalize 3 fire hydrants on Southern Rd 5100' pipeline Miller Rd to Santarra	Valencia
000930	000	12/31/2005	capitalize 22 fire hydrants for Santarra subdivision	Valencia
000931	000	12/31/2005	AIAC Capitalize 29 hydrants for Rancho Vista subdivision	Valencia
000932	000	2/3/2005	halogen motion light, 100w halogen bulbs, 180 degree metal	Valencia
000933	000	2/3/2005	misc parts for set up of security lights for Buckeye office	Valencia
000934	000	4/27/2005	metal blue print drawer storage modules 5 drawer	Valencia
000937	000	8/31/2005	blk leather manager chairs, file cabinet, equipment stand	Valencia
000938	000	9/2/2005	managers desk, credenza, computer desk	Valencia
000939	000	9/13/2005	upright rolling file 12 high	Valencia

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000942	000	9/30/2005 new corner desk for Buckeye office	Valencia
000943	000	9/30/2005 new office drop box for customer payments	Valencia
000946	000	10/31/2005 required fire dept security key box for Buckeye office	Valencia
000947	000	12/31/2005 new oak desk and hutch for Op. manager	Valencia
000966	000	7/26/2005 05 GMC Sierra 1500 2wd reg cab w/standard box (GW-0512)	Valencia
000967	000	7/31/2005 acct down pymt for new GMC '05 Sierra truck vin#1713	Valencia
000969	000	1/12/2005 pipe wrench 36 Lx5" aluminum, 8'x1/2" drill rods for boring machine, hanna Phep	Valencia
000970	000	1/12/2005 8'x1/2 drill rods for boring machine	Valencia
000971	000	2/3/2005 3/8 drill kit & 5 gal spiral mixer	Valencia
000972	000	2/7/2005 hydrant setter and hose hog 2 Dx3'L and 1 1/2" hog discharge hose	Valencia
000973	000	2/28/2005 hitch for truck	Valencia
000974	000	3/10/2005 wire stripper and wheel charger	Valencia
000975	000	3/10/2005 solinst 102x500' 5' markings w/P-2 probe	Valencia
000976	000	3/10/2005 clamp meter	Valencia
000977	000	4/4/2005 hitch for 2005 GMC truck	Valencia
000980	000	7/25/2005 lights for barricades, flashing light type A photocell 12v blue base	Valencia
000981	000	8/31/2005 two 17' ladders	Valencia
000982	000	9/30/2005 new padlocks for wellsites & mtr boxes	Valencia
000984	000	10/6/2005 2x8x8 top choice gdf, 2x8x12 top choice gdf, 2x6x8 top choice gdf, drive guide	Valencia
000986	000	11/1/2005 shop tools- taps (A/14), temtrol (A/12), nitty gritty	Valencia
000987	000	11/1/2005 shop tools- taps (A/14), temtrol (A/12), nitty gritty	Valencia
000989	000	11/1/2005 5-10' adj vlv key wrench	Valencia
000991	000	8/15/2005 i530 yellow kit (data)	Valencia
000999	000	2/7/2005 mtr resetter #V47-18 for Buckeye Med. Center	Valencia
001000	000	12/31/2005 donation of land for water storage facility	Valencia
001001	000	3/31/2006 Structures & Improvements	Valencia
001002	000	3/31/2006 Services	Valencia
001003	000	3/31/2006 Pumping Equipment	Valencia
001004	000	3/31/2006 Water Treatment Equipment	Valencia
001005	000	3/31/2006 Meters	Valencia
001006	000	3/31/2006 Hydrants	Valencia
001007	000	3/31/2006 Office Furniture & Equipment	Valencia
001009	000	3/31/2006 Tools	Valencia
001010	002	3/31/2006 Communication Equipment	Valencia
001011	000	6/30/2006 Structures & Improvements	Valencia
001012	000	6/30/2006 Pumping Equipment	Valencia
001013	000	1/1/2006 AIAC Ranch Vista Tanks	Valencia
001014	000	1/1/2006 AIAC Reclass Ranch Vista Tanks	Valencia
001015	000	6/30/2006 Meters	Valencia
001016	000	6/30/2006 Hydrants	Valencia
001017	000	6/30/2006 Office Furniture	Valencia
001020	000	6/30/2006 Tools	Valencia
001024	000	8/31/2005 new Buckeye office	Valencia
001025	000	9/30/2006 Pumping Equipment	Valencia
001026	000	9/30/2006 T & D Mains	Valencia
001027	000	9/30/2006 Services	Valencia
001028	000	9/30/2006 Meters	Valencia
001029	000	9/30/2006 Meters 3/4"	Valencia
001030	000	9/30/2006 Hydrants	Valencia
001031	000	9/30/2006 Other Plant & Equipment	Valencia
001032	000	9/30/2006 Office Furniture/Fixtures	Valencia

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001035	000	9/30/2006 Tools	Valencia
001036	000	9/30/2006 Power Operated Equipment	Valencia
001037	000	10/31/2006 Pumping Equipment	Valencia
001038	000	10/31/2006 Water Treatment Equipment	Valencia
001039	000	10/31/2006 Distribution Reservoirs	Valencia
001040	000	10/31/2006 T & D Mains	Valencia
001041	000	10/31/2006 Hydrants	Valencia
001042	000	10/31/2006 Tools	Valencia
001043	000	10/31/2006 Power Operated Equipment	Valencia
001044	000	11/30/2006 Pumping Equipment	Valencia
001045	000	11/30/2006 T & D Mains	Valencia
001046	000	11/30/2006 Meters 3/4"	Valencia
001047	002	11/30/2006 Meters 1"	Valencia
001048	000	11/30/2006 Meters 1 1/2"	Valencia
001049	002	11/30/2006 Meters 2 Turbo"	Valencia
001050	000	11/30/2006 Hydrants	Valencia
001052	000	11/30/2006 Tools	Valencia
001053	000	11/30/2006 Laboratory Equipment	Valencia
001054	000	11/30/2006 Miscellaneous Equipment	Valencia
001055	000	12/15/2006 Gate Valve	Valencia
001056	000	12/29/2006 Booster Pump	Valencia
001057	002	12/29/2006 Well Pump 60HP 460V 30	Valencia
001058	000	12/31/2006 Solenoid Valve @ Chlorine Bldg	Valencia
001059	000	12/14/2006 EZ-Max 4-6" & Hymax 4" 6" Couplings"	Valencia
001060	000	12/29/2006 Madison Gold 1/2 Minus"	Valencia
001061	000	12/31/2006 Bell Clamps for 4' X 6' Pipe	Valencia
001062	000	12/31/2006 8 Water Saddles"	Valencia
001063	000	12/31/2006 Flange & Saddles for Meters	Valencia
001064	000	12/15/2006 CTS Comp X Mtr Ang Valve LW	Valencia
001065	000	12/29/2006 Meter Boxes (20) - Concrete Meter Box	Valencia
001066	000	12/31/2006 3M UY2 Splicing Connectors	Valencia
001067	000	12/31/2006 Meter Boxes - Steel & Concrete	Valencia
001068	000	12/31/2006 3/4 Meters (290)"	Valencia
001069	000	12/31/2006 1 Meter Sonoran Ridge"	Valencia
001070	000	12/31/2006 2 Turbo Meters"	Valencia
001071	000	12/31/2006 Hydrant Meter Valve	Valencia
001072	000	12/14/2006 backflow Prevention for Hydrant Meters	Valencia
001073	000	12/31/2006 SA 3906AB Swivel Hydrant Adapters	Valencia
001074	000	12/31/2006 Hydrant Meter Adapters	Valencia
001075	000	12/31/2006 2 1/2 FNST X 2 MNPT Swivel Adapter	Valencia
001076	000	12/31/2006 Backflow Preventors	Valencia
001078	000	12/15/2006 Hand Saw - Nut Wrench	Valencia
001080	000	12/31/2006 36 Cast Alum Pipe Wrench	Valencia
001081	000	12/31/2006 Meter Box Lid Remover & Curb Wrench	Valencia
001083	000	12/31/2006 Tappan Q3RD-036K	Valencia
001084	000	12/31/2006 3/4 Meters"	Valencia
001086	000	12/13/2006 Chlorine Pocket Colormeter II	Valencia
001087	000	12/31/2006 Hand Tools	Valencia
001088	000	1/26/2007 Sonoran Vista Well Fence	Valencia
001089	000	1/31/2007 Copper Compression Union	Valencia
001090	000	1/18/2007 Backflow Prevention for Hydrant Meters	Valencia
001091	000	1/31/2007 Chlorine Pocket Colorimeter	Valencia
001092	000	7/1/2006 AIAC Rancho Vista T & D Mains	Valencia
001093	000	7/1/2006 AIAC Rancho Vista Storage Tanks	Valencia
001094	000	7/12/2006 Westpark Waterline Unit 1	Valencia

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001095	000	7/12/2006 Westpark Waterline Unit 1	Valencia
001096	000	7/12/2006 Westpark Waterline Unit 1	Valencia
001097	000	7/12/2006 Westpark Waterline Unit 2S	Valencia
001098	000	7/12/2006 Westpark Waterline Unit 2S	Valencia
001099	000	7/12/2006 Westpark Waterline Unit 2S	Valencia
001100	000	7/12/2006 Westpark Waterline Unit 2N	Valencia
001101	000	7/12/2006 Westpark Waterline Unit 2N	Valencia
001102	000	7/12/2006 Westpark Waterline Unit 2N	Valencia
001103	000	7/12/2006 Westpark Waterline Unit 3N/3S	Valencia
001104	000	7/12/2006 Westpark Waterline Unit 3N/3S	Valencia
001105	000	7/12/2006 Westpark Waterline Unit 3N/3S	Valencia
001106	000	7/12/2006 Westpark Waterline Unit 4N/4S	Valencia
001107	000	7/12/2006 Westpark Waterline Unit 4N/4S	Valencia
001108	000	7/12/2006 Westpark Waterline Unit 4N/4S	Valencia
001109	000	7/12/2006 Westpark Waterline Unit 15N	Valencia
001110	000	7/12/2006 Westpark Waterline Unit 15N	Valencia
001111	000	7/12/2006 Westpark Waterline Unit 15N	Valencia
001112	000	7/12/2006 Westpark Waterline Unit 15S	Valencia
001113	000	7/12/2006 Westpark Waterline Unit 15S	Valencia
001114	000	7/12/2006 Westpark Waterline Unit 15S	Valencia
001115	000	7/12/2006 Westpark Waterline Unit 16S	Valencia
001116	000	7/12/2006 Westpark Waterline Unit 16S	Valencia
001117	000	7/12/2006 Westpark Waterline Unit 16S	Valencia
001118	000	7/12/2006 Westpark Waterline Unit 16N	Valencia
001119	000	7/12/2006 Westpark Waterline Unit 16N	Valencia
001120	000	7/12/2006 Westpark Waterline Unit 16N	Valencia
001121	000	7/12/2006 Westpark Tank & Booster Station	Valencia
001122	000	7/12/2006 Westpark Tank & Booster Station	Valencia
001123	000	7/12/2006 Westpark Infrastructure	Valencia
001124	000	7/12/2006 Westpark Infrastructure	Valencia
001125	000	7/12/2006 Westpark Infrastructure	Valencia
001126	000	7/12/2006 Westpark Waterlines 17S	Valencia
001127	000	7/12/2006 Westpark Waterlines 17S	Valencia
001128	000	7/12/2006 Westpark Waterlines 17S	Valencia
001129	000	7/12/2006 Westpark Waterlines 17N	Valencia
001130	000	7/12/2006 Westpark Waterlines 17N	Valencia
001131	000	7/12/2006 Westpark Waterlines 17N	Valencia
001132	000	7/12/2006 Westpark Hydrotank	Valencia
001133	000	7/12/2006 Westpark Tank 2	Valencia
001134	000	2/14/2007 Sonoran Vista Well Site	Valencia
001135	000	2/15/2007 Westpark Fencing	Valencia
001136	000	2/28/2007 4th/Baseline Fence	Valencia
001137	000	2/22/2007 Hymax Coupling for Mains	Valencia
001138	000	2/22/2007 1/2 Air Release Valve	Valencia
001139	000	2/22/2007 Various Air Release Valves	Valencia
001140	000	2/28/2007 Bueno Vista Trailer Park Lot #393	Valencia
001141	000	2/28/2007 208 3rd Ave East T & D Mains	Valencia
001142	000	2/28/2007 Lower Buckeye/Lynnwood Mains	Valencia
001143	000	2/28/2007 2nd East T & D Mains	Valencia
001144	000	2/28/2007 4th Ave/W. Alacron T & D Mains	Valencia
001145	000	2/22/2007 Meter Valves & Tapping Saddles	Valencia
001146	000	2/28/2007 12 Deep Meter Boxes	Valencia
001147	000	2/22/2007 3/4 Meters	Valencia
001148	000	2/22/2007 1 Meters	Valencia
001149	000	2/28/2007 1 1/2 Meters	Valencia

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001150	000	2/28/2007 2 Turbo Meters	Valencia
001151	000	2/22/2007 Hydrant Meters	Valencia
001152	000	2/22/2007 Hydrant Installation Baseline & Dizna	Valencia
001153	000	2/22/2007 Truck Tools	Valencia
001154	000	2/28/2007 Gate Valve Wrench	Valencia
001155	000	2/28/2007 Gate Valve Wrench	Valencia
001156	000	2/22/2007 Gate Valve Equipment	Valencia
001157	000	3/22/2007 Fencing	Valencia
001158	000	3/29/2007 Shop Guard Rails	Valencia
001159	000	3/29/2007 Buckeye Office Lighting	Valencia
001160	000	3/21/2007 5/8 x 3/4" Meters (30)	Valencia
001161	000	3/31/2007 Meter Parts	Valencia
001162	000	3/21/2007 2 Meters (5)	Valencia
001163	000	3/31/2007 Hydrant Meter Adapters	Valencia
001166	000	3/31/2007 Valve Box Key w/Extension	Valencia
001167	000	3/31/2007 Pipe Wrench - Bolt Cutter	Valencia
001171	000	4/20/2007 Hydrant Meters (2)	Valencia
001172	000	4/20/2007 Hydrant Meter Adapters	Valencia
001173	000	4/19/2007 1/4 dr Pro Ratchet	Valencia
001174	000	4/19/2007 Hydrant Wrench	Valencia
001175	000	4/24/2007 3/4 Meters (60)	Valencia
001176	000	4/13/2007 3/4 X 1" Valve	Valencia
001177	000	4/19/2007 Door Signage	Valencia
001178	000	4/27/2007 Valve Boxes	Valencia
001179	000	4/10/2007 2 Meters (3)	Valencia
001180	000	4/10/2007 5/8 Meters (42)	Valencia
001181	000	4/9/2007 T & D Mains - Meter Boxes	Valencia
001182	000	4/9/2007 3/4 Meters (25)	Valencia
001183	000	4/10/2007 Touchcoupler for Radio Reads	Valencia
001184	000	5/1/2007 Berkeley Pump w/Franklin Motor	Valencia
001185	000	5/11/2007 5/8 Meters (18)	Valencia
001186	000	5/11/2007 1 Meters (4)	Valencia
001187	000	5/15/2007 Laboratory Equipment	Valencia
001188	000	12/31/1998 CIAC ASSET - Pre 1999	Valencia
001189	000	12/31/1999 CIAC ASSET - Leaf Verde	Valencia
001190	000	12/31/2000 CIAC ASSET	Valencia
001192	000	5/24/2007 5/8 Meters (129)	Valencia
001193	000	5/25/2007 3/4 Valve for Meters (20)	Valencia
001194	000	6/15/2007 4 Turbo Meters	Valencia
001195	000	6/15/2007 3 Turbo Meters	Valencia
001196	000	6/13/2007 T & D Mains	Valencia
001198	000	6/22/2007 Ballast for Lighting	Valencia
001199	000	6/21/2007 PVC Sch80 Piping	Valencia
001200	000	6/11/2007 Berkeley Pump 6T50-275 with Franklin Pump	Valencia
001201	000	6/6/2007 Sym-Com Motor Saver Model 777	Valencia
001202	000	6/20/2007 Air Conditioner	Valencia
001203	000	6/13/2007 Hand Tools	Valencia
001204	000	6/21/2007 3/4 Meters (60)	Valencia
001205	000	6/22/2007 100 Amp Breaker for Pumping Equipment	Valencia
001206	000	6/14/2007 T & D Mains Adapters (72)	Valencia
001207	000	6/22/2007 Level Probes (6)	Valencia
001208	000	6/15/2007 5 1/4 BL Debris Cap w/lck dev 4	Valencia
001209	000	6/15/2007 3 Turbo Meter	Valencia
001210	000	6/15/2007 4 Turbo Meter	Valencia
001211	000	6/11/2007 4 Ductile Iron Check Valve	Valencia

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001212	000	6/15/2007 Sonoran Vista Well	Valencia
001213	000	6/21/2007 Warrick Control 1G1D0	Valencia
001214	000	3/1/2007 T & D Mains	Valencia
001215	000	6/5/2007 Mercoird Switch	Valencia
001216	000	4/1/2007 HMxCB Breaker	Valencia
001217	000	5/25/2007 Booster Pump Controls	Valencia
001218	000	6/6/2007 Panel Controls	Valencia
001219	000	4/1/2007 Pumping Equipment	Valencia
001220	000	6/1/2007 Savin Copier C2525	Valencia
001222	000	7/18/2007 DB2 1750 rpm Booster Pump with 2 hp motor	Valencia
001223	000	7/12/2007 2 Compound Meters	Valencia
001225	000	7/5/2007 Discharge Lines	Valencia
001226	000	7/11/2007 5/8 Meters (12)	Valencia
001227	000	7/11/2007 2 Compound Meters (3)	Valencia
001228	000	7/10/2007 Meter Adapters	Valencia
001229	000	7/9/2007 120v Solenoid Coil Installation	Valencia
001230	000	7/1/2007 Write-on Tags	Valencia
001231	000	7/3/2007 2 Turbo Meters (3)	Valencia
001232	000	7/3/2007 5/8 Meters (108)	Valencia
001233	000	7/3/2007 3/4 Meters (200)	Valencia
001234	000	7/5/2007 New Services	Valencia
001235	000	7/5/2007 T & D Mains	Valencia
001236	000	7/5/2007 Pintle Hook/Mount, 15 Ton	Valencia
001237	000	7/10/2007 Tools	Valencia
001238	000	7/18/2007 Network Hardware Installation	Valencia
001239	000	8/1/2007 Wire 500MCM50-4	Valencia
001240	000	8/1/2007 Pumping Equipment	Valencia
001241	000	8/7/2007 Recirculation Pump & Motor	Valencia
001242	000	8/1/2007 1G4D0 Warrick Pump	Valencia
001243	000	8/1/2007 T & D Mains	Valencia
001244	000	8/1/2007 5/8 Meters (90)	Valencia
001245	000	8/9/2007 3/4 Meter Valves	Valencia
001246	000	8/8/2007 Meter Adapters	Valencia
001248	000	8/2/2007 PSI Gauge	Valencia
001249	000	8/1/2007 Cabling Installation	Valencia
001253	000	8/1/2007 12 Wrap 3122 12C x 10	Valencia
001254	000	8/1/2007 Pumping Equipment	Valencia
001255	000	8/14/2007 Pumping Equipment	Valencia
001256	000	8/22/2007 Pumping Equipment	Valencia
001257	000	8/9/2007 Pumping Equipment	Valencia
001258	000	8/1/2007 Pumping Equipment	Valencia
001259	000	8/14/2007 T & D Mains	Valencia
001260	000	8/20/2007 Pocket Clmtr II Chlorine	Valencia
001261	000	8/10/2007 5/8 Meters (42)	Valencia
001262	000	8/16/2007 Hand Tools	Valencia
001263	000	8/23/2007 Sprayer/Flashlight/1/4 Chain	Valencia
001264	000	8/2/2007 T & D Mains	Valencia
001265	000	9/7/2007 5/8 Meters (132)	Valencia
001266	000	9/7/2007 2 Compound Meters	Valencia
001267	000	9/1/2007 5/8 Meters	Valencia
001268	000	9/1/2007 T & D Mains	Valencia
001271	000	9/1/2007 Hydrant Meters	Valencia
001272	000	9/1/2007 Hydrant & Valve Wrench	Valencia
001275	000	9/18/2007 12 Magmaster Meter	Valencia
001276	000	9/11/2007 5/8 Meters (96)	Valencia

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001277	000	9/13/2007	Water Treatment Equipment	Valencia
001278	000	9/4/2007	Shop Guard Rails	Valencia
001279	000	9/6/2007	Chemical Transfer Pump	Valencia
001280	000	9/3/2007	Size 3 Siemens/Furnace Starter	Valencia
001281	000	9/11/2007	3/4 - 2 1/2 SS Univ Mtr Nut Wrench	Valencia
001282	000	9/14/2007	Power Torque Screwdriver & Socket/Wrench Set	Valencia
001283	000	9/11/2007	1 Meter Parts	Valencia
001284	000	9/1/2007	Buckeye T-1 Cabling	Valencia
001285	000	9/11/2007	T & D Mains	Valencia
001286	000	9/12/2007	T & D Mains	Valencia
001287	000	9/12/2007	T & D Mains	Valencia
001288	000	9/12/2007	T & D Mains	Valencia
001289	000	9/25/2007	Truck Tools	Valencia
001290	000	9/17/2007	Meter Locks	Valencia
001291	000	9/27/2007	Anti-Theft Plate	Valencia
001292	000	9/14/2007	T & D Mains	Valencia
001293	000	9/6/2007	T & D Mains	Valencia
001294	000	9/25/2007	Well Level Probe	Valencia
001295	000	10/1/2007	Manhole Cover Lifter	Valencia
001296	000	10/1/2007	Lower Buckeye WDC	Valencia
001298	000	10/1/2007	Generator Vibration Sensors	Valencia
001299	000	10/15/2007	AIAC - Miller Park Conveyance	Valencia
001300	000	10/15/2007	AIAC - Miller Park Conveyance	Valencia
001301	000	10/15/2007	AIAC - Miller Park Conveyance	Valencia
001302	000	10/18/2007	Pocket Clmtr II Chlorine (3)	Valencia
001304	000	10/18/2007	6 Fixed Meter	Valencia
001305	000	10/4/2007	3/4 Meter Valves	Valencia
001306	000	10/2/2007	Cabinet Locks	Valencia
001307	000	10/12/2007	Tools & Equipment	Valencia
001308	000	10/1/2007	20 HP Booster Pump	Valencia
001309	000	10/12/2007	Generator Waterpump	Valencia
001310	000	10/25/2007	Hydrant Meters	Valencia
001311	000	11/1/2007	Chains for Locking Devices	Valencia
001312	000	11/1/2007	Lock-Offs	Valencia
001313	000	11/1/2007	Pumping Equipment	Valencia
001314	000	11/1/2007	Pumping Equipment	Valencia
001315	000	11/1/2007	RID North Pipeline	Valencia
001316	000	11/1/2007	Berkeley Booster Pump 15HP 460v30	Valencia
001317	000	11/1/2007	Pipe Rack	Valencia
001318	000	11/7/2007	Autodialer	Valencia
001319	000	11/8/2007	Solinst Coaxial Water Level Meter	Valencia
001320	000	11/1/2007	Drain Plunger	Valencia
001321	000	11/16/2007	T & D Mains	Valencia
001322	000	11/12/2007	8X1 IPT 238-090515-008	Valencia
001323	000	11/7/2007	Chlorination System Install	Valencia
001324	000	11/19/2007	Valve Key & 2 Square Socket Wrench	Valencia
001326	000	7/31/2007	Pumping Equipment	Valencia
001327	000	7/31/2007	T & D Mains	Valencia
001328	000	7/31/2007	Services	Valencia
001329	000	7/31/2007	5/8 Meters	Valencia
001330	000	7/31/2007	3/4 Meters	Valencia
001331	000	7/31/2007	1 Meters	Valencia
001332	000	7/31/2007	1 1/2 Meters	Valencia
001333	000	7/31/2007	Hydrant Parts	Valencia
001334	000	7/31/2007	Backflow Prevention Devices	Valencia

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001335	000	7/31/2007 Dual Port Radio Broadcaster (270)	Valencia
001336	000	12/17/2007 4 Butterfly Valve Body	Valencia
001337	000	12/1/2007 Pumping Equipment	Valencia
001338	000	12/6/2007 Fence	Valencia
001339	000	12/1/2007 T & D Mains	Valencia
001340	000	12/7/2007 T & D Mains	Valencia
001341	000	12/6/2007 T & D Mains	Valencia
001342	000	12/4/2007 Safety Waste System	Valencia
001343	000	12/1/2007 Well Water Level Meter	Valencia
001344	000	12/5/2007 5/8 Meters (100)	Valencia
001345	000	12/5/2007 T & D Mains	Valencia
001346	000	12/31/2007 Sonoran Vista WDC	Valencia
001347	000	12/31/2007 Lower Buckeye WDC	Valencia
001348	000	12/31/2007 Bales WDC Expansion	Valencia
001349	000	10/31/2007 Apache Road Pipeline	Valencia
001350	000	10/31/2007 Miller & Lower Buckeye Pipeline	Valencia
001351	000	12/31/2007 Sonoran Vista SV	Valencia
001352	000	10/31/2007 Blue Hills Well	Valencia
001353	000	12/31/2007 Sonoran Vista Arsenic	Valencia
001354	000	12/31/2007 Blue Hills Arsenic	Valencia
001355	000	12/31/2007 Bales Arsenic	Valencia
001356	000	12/31/2007 4th & Central Arsenic	Valencia

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001357	000	12/31/2007	4th & Central WDC	Valencia
001358	000	10/31/2007	Wellsite Landscape	Valencia
001359	000	12/31/2007	Scada	Valencia
001360	000	10/31/2007	Bales Well	Valencia
001361	000	12/31/2007	7th & Alarcon Arsenic	Valencia
001362	000	12/31/2007	Sodium Hypochlorite Injection	Valencia
001363	000	12/31/2007	T & D Mains	Valencia
001364	000	12/31/2007	5/8 Meters (94)	Valencia
001365	000	12/31/2007	1 Meters	Valencia
001366	000	12/31/2007	1 1/2 Meters	Valencia
001367	000	12/31/2007	2 Turbo Meter	Valencia
001368	000	12/31/2007	2 Compound Meter	Valencia
001369	000	12/31/2007	3 Compound Meter	Valencia
001370	000	12/31/2007	8 Turbo Meter	Valencia
001371	000	12/19/2007	Generator Upgrade	Valencia
001373	000	12/1/2007	Pumping Equipment Starter	Valencia
001374	000	12/28/2007	T & D Mains	Valencia
001375	000	12/28/2007	T & D Mains	Valencia
001376	000	12/28/2007	T & D Mains	Valencia
001377	000	12/28/2007	T & D Mains	Valencia
001378	000	12/28/2007	T & D Mains	Valencia
001379	000	12/18/2007	SafeGuard II System	Valencia
001380	000	12/31/2007	Sonoran Vista	Valencia
001381	000	12/31/2007	Bales Arsenic	Valencia
001382	000	12/31/2007	Bales Well	Valencia
001383	000	9/30/2005	05 Chevy Silverado (GW-0513)	Valencia
001384	000	9/30/2005	05 Chevy Truck (GW-0514)	Valencia
001385	000	2/1/2006	2006 Chevy Silverado (GW-0609)	Valencia
001388	000	12/31/2007	Sonoran Vista WDC	Valencia
001389	002	12/31/2007	Lower Buckeye WDC	Valencia
001390	000	12/31/2007	Bales WDC Expansion	Valencia
001391	000	12/31/2007	Apache Road Pipeline	Valencia
001392	000	12/31/2007	Miller & Lower Buckeye	Valencia
001393	000	12/31/2007	Sonoran Vista	Valencia
001394	000	12/31/2007	Blue Hills Well	Valencia
001395	000	12/31/2007	Sonoran Vista Arsenic	Valencia
001396	000	12/31/2007	Blue Hills Arsenic	Valencia
001397	000	12/31/2007	Bales Arsenic	Valencia
001398	000	12/31/2007	4th & Central Arsenic	Valencia
001399	000	12/31/2007	4th & Central WDC	Valencia
001401	000	12/31/2007	Scada	Valencia
001402	000	12/31/2007	Bales Well	Valencia
001403	000	12/31/2007	7th & Alarcon Arsenic	Valencia
001404	000	12/31/2007	Sodium Hypochlorite Injection	Valencia
001405	000	1/4/2008	Network Cabling	Valencia
001406	000	1/14/2008	Office Chairs	Valencia
001408	000	1/22/2008	Drum Wrench & Gauges	Valencia
001409	000	1/22/2008	3/8 Drive Socket Set	Valencia
001410	000	1/22/2008	Adjustable Gate Valve Wrench	Valencia
001411	000	1/22/2008	16 Tongue & Groove Pliers	Valencia
001413	000	2/1/2008	T & D Mains	Valencia
001414	000	2/1/2008	T & D Mains	Valencia
001415	000	2/1/2008	Network Cabling	Valencia
001416	000	2/1/2008	Handimark Portable Label Maker	Valencia
001417	000	2/1/2008	Water Treatment Equipment	Valencia

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001418	000	2/1/2008 T & D Mains	Valencia
001420	000	2/4/2008 Fridgidaire 4.4 Compact Refrigerator	Valencia
001421	000	2/28/2008 Services	Valencia
001422	000	2/28/2008 T & D Mains	Valencia
001423	000	2/28/2008 1 Meters	Valencia
001424	000	2/28/2008 5/8 Meters	Valencia
001427	000	3/28/2008 Blue Hills Conveyance	Valencia
001428	000	3/28/2008 Blue Hills Conveyance	Valencia
001429	000	3/28/2008 Blue Hills Conveyance	Valencia
001430	000	3/28/2008 Blue Hills T & D Mains	Valencia
001431	000	3/28/2008 Blue Hills Services	Valencia
001432	000	3/28/2008 Blue Hills Hydrants	Valencia
001433	000	3/31/2008 5/8 Meters	Valencia
001434	000	3/31/2008 T & D Mains	Valencia
001435	000	3/1/2008 T-1 Buckeye Office	Valencia
001436	000	4/1/2008 Pumping Equipment	Valencia
001437	000	4/1/2008 Wells & Springs	Valencia
001438	000	4/1/2008 T & D Mains	Valencia
001439	000	4/1/2008 T & D Mains	Valencia
001440	000	4/1/2008 5/8 Meters	Valencia
001441	000	4/1/2008 5/8 Meters	Valencia
001442	000	4/1/2008 1 1/2 Meters	Valencia
001443	000	4/1/2008 3 Turbo Meters	Valencia
001444	000	4/1/2008 T & D Mains	Valencia
001445	000	4/17/2008 Bucket Chain	Valencia
001446	000	4/1/2008 3/4 Meters	Valencia
001447	000	4/9/2008 Flush Filters	Valencia
001448	000	4/1/2008 Water Lock Lids	Valencia
001450	000	4/1/2008 3 Turbo Meters	Valencia
001451	000	4/1/2008 3 Turbo Meters	Valencia
001452	000	4/9/2008 Drum Truck, 55G	Valencia
001453	000	4/14/2008 Lutz 39 PVCF Drum Pump End	Valencia
001454	000	4/22/2008 SymCom Motor Saver #250A	Valencia
001455	000	4/1/2008 Scada Monitors Workstation Tower	Valencia
001456	000	4/1/2008 Hydrants	Valencia
001457	000	4/25/2008 T & D Mains	Valencia
001458	000	4/25/2008 5/8 Meters	Valencia
001459	000	4/30/2008 5/8 Meter	Valencia
001460	000	4/30/2008 PVC Schedule 40 1 F&G and 1 Tee	Valencia
001461	000	4/30/2008 Plastic Meter Boxes (2)	Valencia
001462	000	4/30/2008 FX 3/4 Meter Angle Curb Stop	Valencia
001463	000	4/30/2008 Copper & Meter Angle Curb Stop	Valencia
001464	000	4/30/2008 Meter Sensus	Valencia
001465	000	5/1/2008 5/8 Meters	Valencia
001467	000	5/13/2008 #5 Master padlocks (50)	Valencia
001469	000	5/1/2008 6 Hymax Coupling	Valencia
001470	000	5/1/2008 Hydrant Meter Chain	Valencia
001471	000	5/1/2008 2 RP Backflow w/BV	Valencia
001472	000	5/19/2008 Key Control Cabinet	Valencia
001473	000	5/13/2008 Megohmmeter	Valencia
001474	000	5/13/2008 Drill/Driver Kit	Valencia
001475	000	5/13/2008 Ammeter, Clamp On	Valencia
001476	000	5/13/2008 Process Calibrator Multimeter	Valencia
001477	000	5/22/2008 Electrical Lockout Kit	Valencia
001479	000	5/19/2008 5/8 Meters	Valencia

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001480	000	5/19/2008 1 Meters	Valencia
001481	000	5/19/2008 2 Compound Meters	Valencia
001482	000	5/31/2008 T & D Mains	Valencia
001483	000	6/5/2008 Structures & Improvements	Valencia
001484	000	6/1/2008 2 Wilkins 975XL RP Backflow Preventer	Valencia
001485	000	6/1/2008 CL2 Building Lock	Valencia
001486	000	6/1/2008 Chlorine Pocket Colorimeter II	Valencia
001487	000	6/1/2008 Chlorine Pocket Colorimeter II	Valencia
001488	000	6/1/2008 T & D Mains	Valencia
001489	000	6/1/2008 5/8 Meters (28)	Valencia
001490	000	6/1/2008 1 1/2 meters	Valencia
001491	000	6/1/2008 2 Compound Meters	Valencia
001492	000	6/1/2008 Hydrant Meters (15)	Valencia
001493	000	6/2/2008 3/8 Proof Chain 63ft	Valencia
001494	000	6/5/2008 Structures & Improvements	Valencia
001495	000	6/5/2008 Structures & Improvements	Valencia
001497	000	6/9/2008 Master Locks	Valencia
001498	000	6/6/2008 Hour Meter 120 VAC	Valencia
001499	000	6/1/2008 3 Ductile Iron Check Valve	Valencia
001500	000	6/6/2008 Hydrant Tags	Valencia
001501	000	6/6/2008 Hydrant Tags	Valencia
001503	000	6/16/2008 Drill Bits	Valencia
001504	000	6/20/2008 Concrete Pull Box Lid	Valencia
001505	000	6/17/2008 T & D Mains	Valencia
001506	000	6/1/2008 5/8 Meters	Valencia
001507	000	6/1/2008 1 Meters	Valencia
001508	000	6/1/2008 1 1/2 Meters	Valencia
001509	000	6/1/2008 2 Compound Meters	Valencia
001510	000	6/30/2008 Curb Stops	Valencia
001511	000	7/10/2008 Water Treatment Equipment	Valencia
001512	000	7/1/2008 T & D Mains	Valencia
001513	000	7/1/2008 5/8 Meters	Valencia
001514	000	7/1/2008 1 1/2 Meters	Valencia
001515	000	7/1/2008 5/8 Meters	Valencia
001516	000	7/18/2008 5/8 Meters	Valencia
001517	000	7/18/2008 T & D Mains	Valencia
001518	000	7/31/2008 T & D Mains	Valencia
001519	000	7/31/2008 New Services	Valencia
001520	000	7/31/2008 Meter Sensus	Valencia
001521	000	8/19/2008 Structures & Improvements	Valencia
001522	000	8/19/2008 Structures & Improvements	Valencia
001523	000	8/19/2008 Structures & Improvements	Valencia
001524	000	8/19/2008 Structures & Improvements	Valencia
001525	000	8/19/2008 Structures & Improvements	Valencia
001526	000	8/21/2008 2/4 Submersible Cable	Valencia
001528	000	8/12/2008 RAZ-IR Thermal Imaging Device	Valencia
001529	000	8/31/2008 Meter Sensus	Valencia
001530	000	8/31/2008 New Services	Valencia
001531	000	9/17/2008 Hexagram FNS	Valencia
001532	000	9/17/2008 Blue Hills WDF Upgrades	Valencia
001533	000	9/17/2008 Apache Road Pipeline	Valencia
001534	000	9/17/2008 Southern Ave Pipeline	Valencia
001535	000	9/17/2008 Broadway Pipeline	Valencia
001536	000	9/17/2008 4th & Baseline Arsenic	Valencia
001537	000	9/17/2008 4th & Baseline WDC	Valencia

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001538	000	9/17/2008 Scada	Valencia
001539	000	9/17/2008 7th & Alarcon Arsenic	Valencia
001540	000	9/17/2008 Rosewood Office Trailer	Valencia
001541	000	9/17/2008 Valencia Office Expansion	Valencia
001542	002	9/1/2008 5/8 Meters	Valencia
001543	000	9/1/2008 5/8 Meters	Valencia
001544	000	9/1/2008 1 Meters	Valencia
001545	000	9/1/2008 1 Meters	Valencia
001546	000	9/1/2008 1 1/2 Meters	Valencia
001547	000	9/1/2008 1 1/2 Meters	Valencia
001548	000	9/1/2008 2 Turbo Meter	Valencia
001549	000	9/1/2008 2 Compound Meter	Valencia
001550	000	9/1/2008 2 Compound Meter	Valencia
001551	000	9/1/2008 6 Compound Meter	Valencia
001552	000	9/1/2008 T & D Mains	Valencia
001553	000	9/1/2008 T & D Mains	Valencia
001554	000	9/29/2008 AIAC - Watson Estates Phase 2 Conveyance	Valencia
001555	000	9/29/2008 AIAC - Watson Estates Phase 2 Conveyance	Valencia
001556	000	9/29/2008 AIAC - Watson Estates Phase 2 Conveyance	Valencia
001557	000	9/29/2008 Watson Estates Phase 2	Valencia
001558	000	9/29/2008 Watson Estates Phase 2	Valencia
001559	000	9/29/2008 Watson Estates Phase 2	Valencia
001560	000	9/29/2008 Crystal Vista Offsite Conveyance	Valencia
001561	000	9/29/2008 Crystal Vista Offsite Conveyance	Valencia
001562	000	9/29/2008 Crystal Vista Offsite	Valencia
001563	000	9/29/2008 Crystal Vista Offsite	Valencia
001564	000	9/29/2008 AIAC - Crystal Vista Phase 1 Conveyance	Valencia
001565	000	9/29/2008 AIAC - Crystal Vista Phase 1 Conveyance	Valencia
001566	000	9/29/2008 AIAC - Crystal Vista Phase 1 Conveyance	Valencia
001567	000	9/29/2008 AIAC - Crystal Vista Phase 2 Conveyance	Valencia
001568	000	9/29/2008 AIAC - Crystal Vista Phase 1 Conveyance	Valencia
001569	000	9/29/2008 AIAC - Crystal Vista Phase 2 Conveyance	Valencia
001570	000	9/29/2008 Crystal Vista Phase 1	Valencia
001571	000	9/29/2008 Crystal Vista Phase 1	Valencia
001572	000	9/29/2008 Crystal Vista Phase 1	Valencia
001573	000	9/29/2008 Crystal Vista Phase 2	Valencia
001574	000	9/29/2008 Crystal Vista Phase 2	Valencia
001575	000	9/29/2008 Crystal Vista Phase 2	Valencia
001576	000	9/30/2008 Land Easements	Valencia
001577	000	9/1/2008 Mitsubishi Lift Truck	Valencia
001578	000	9/19/2008 CIAC Asset Bales Tank Phase 2	Valencia
001579	000	9/19/2008 Well #2 at 4th and Central	Valencia
001580	000	9/19/2008 CIAC Asset Well #2 at 4th and Central	Valencia
001581	000	9/9/2008 Well #2 at 4th & Central	Valencia
001582	000	10/23/2008 AIAC - Sonoran Vista Unit I Conveyance	Valencia
001583	000	10/23/2008 AIAC - Sonoran Vista Unit II Conveyance	Valencia
001584	000	10/23/2008 AIAC - Sonoran Vista Unit I Conveyance	Valencia
001585	000	10/23/2008 AIAC - Sonoran Vista Unit I Conveyance	Valencia
001586	000	10/23/2008 AIAC - Sonoran Vista Unit II Conveyance	Valencia
001587	000	10/23/2008 AIAC - Sonoran Vista Unit II Conveyance	Valencia
001588	000	10/23/2008 AIAC - Watson Estates Phase 1 Conveyance	Valencia
001589	000	10/23/2008 AIAC - Watson Estates Phase 1 Conveyance	Valencia
001590	000	10/23/2008 AIAC - Watson Estates Phase 1 Conveyance	Valencia
001591	000	10/23/2008 Sonoran Vista Unit I	Valencia
001592	000	10/23/2008 Sonoran Vista Unit I	Valencia

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001593	000	10/23/2008	Sonoran Vista Unit I	Valencia
001594	000	10/23/2008	Sonoran Vista Unit II	Valencia
001595	000	10/23/2008	Sonoran Vista Unit II	Valencia
001596	000	10/23/2008	Sonoran Vista Unit II	Valencia
001597	000	10/23/2008	Watson Estates Phase 1	Valencia
001598	000	10/23/2008	Watson Estates Phase 1	Valencia
001599	000	10/23/2008	Watson Estates Phase 1	Valencia
001600	000	10/1/2008	Enfora Radio Upgrade	Valencia
001601	000	10/1/2008	Land	Valencia
001602	000	10/1/2008	Land Lower Buckeye/Apache	Valencia
001603	000	10/31/2008	New Service - Meter Box	Valencia
001604	000	11/5/2008	Lower Buckeye	Valencia
001605	000	11/25/2008	T & D Mains	Valencia
001606	000	11/26/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001607	000	11/26/2008	Riata West Unit 1 Conveyance	Valencia
001608	000	11/26/2008	AIAC - Riata West Unit 2 Conveyance	Valencia
001609	000	11/26/2008	Riata West Unit 2 Conveyance	Valencia
001610	000	11/26/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001611	000	11/26/2008	Riata West Infrastructure Conveyance	Valencia
001612	000	11/26/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001613	000	11/26/2008	Riata West Unit 1 Conveyance	Valencia
001614	000	11/26/2008	AIAC - Riata West Unit 2 Conveyance	Valencia
001615	000	11/26/2008	Riata West Unit 2 Conveyance	Valencia
001616	000	11/26/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001617	000	11/26/2008	Riata West Infrastructure Conveyance	Valencia
001618	000	9/30/2008	5/8 Meters	Valencia
001619	000	9/30/2008	1 Meters	Valencia
001620	000	9/30/2008	1 1/2 Meters	Valencia
001621	000	9/30/2008	2 Turbo Meter	Valencia
001622	000	9/30/2008	2 Compound Meters	Valencia
001623	000	9/30/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001624	000	9/30/2008	Riata West Unit 1 Conveyance	Valencia
001625	000	11/26/2008	AIAC - Riata West Unit 2 Conveyance	Valencia
001626	000	11/26/2008	Riata West Unit 2 Conveyance	Valencia
001627	000	11/26/2008	AIAC - Riata West Unit 1 Conveyance	Valencia
001628	000	11/26/2008	Riata West Infrastructure Conveyance	Valencia
001630	000	12/31/2008	Bales Well	Valencia
001631	002	12/31/2008	Riata West R2 Well	Valencia
001632	000	12/31/2008	Lower Buckeye WDC	Valencia
001633	000	12/31/2008	Bales WDC Expansion	Valencia
001634	000	12/31/2008	4th Central WDC Upgrade	Valencia
001635	000	12/31/2008	Miller Manor WDC	Valencia
001636	000	12/31/2008	Sonoran Vista WDF Upgrade	Valencia
001637	000	12/31/2008	Sonoran Vista Arsenic Treatment	Valencia
001638	000	12/31/2008	Bales Arsenic Treatment	Valencia
001639	000	12/31/2008	4th Central Arsenic Treatment	Valencia
001640	000	12/31/2008	4th Baseline Arsenic Treatment	Valencia
001641	000	12/31/2008	7th Alarcon Arsenic Treatment	Valencia
001642	000	12/31/2008	Sodium Hypochlorite Injection	Valencia
001643	000	12/31/2008	4th Baseline WDC Upgrade	Valencia
001644	000	12/31/2008	Trans and Sist Mains (MSPS)	Valencia
001645	000	12/31/2008	Miller Road In-Line Booster	Valencia
001646	000	12/31/2008	Southern Ave Pipeline (Center)	Valencia
001647	000	12/31/2008	Section 16 Pipelines	Valencia
001648	000	12/31/2008	Riata No2 Transmission Line	Valencia

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001649	000	12/31/2008	Southern Ave Pipeline (East)	Valencia
001650	000	12/31/2008	Waston Road Water Line	Valencia
001651	000	12/31/2008	AIAC - Monte Verde School Infra Conveyance	Valencia
001652	000	12/31/2008	AIAC - Monte Verde School Infra Conveyance	Valencia
001653	000	12/31/2008	Monte Verde School Infra Conveyance	Valencia
001654	000	12/31/2008	Monte Verde School Infra Conveyance	Valencia
001655	000	12/31/2008	AIAC - Monte Verde School Infra Conveyance	Valencia
001656	000	12/31/2008	Monte Verde School Infra Conveyance	Valencia
001657	000	12/31/2008	5/8" Meters (MSPS)	Valencia
001658	000	12/31/2008	1" Meters (MSPS)	Valencia
001659	000	12/31/2008	2" Meters (MSPS)	Valencia
001660	000	12/31/2008	2" Meters (MSPS)	Valencia
001661	000	12/31/2008	6" Metes (MSPS)	Valencia
001662	000	12/31/2008	AIAC - Monte Verde School Infra Conveyance	Valencia
001663	000	12/31/2008	Monte Verde School Infra Conveyance	Valencia
001664	000	12/31/2008	Tools	Valencia
001665	000	12/31/2008	Radio Testing Equipment	Valencia
001666	000	12/31/2008	SCADA	Valencia
001667	000	12/31/2008	Hexagram FNS	Valencia
001668	000	12/31/2008	Sensus Port	Valencia
001670	000	12/31/2008	Land	Valencia
001672	000	9/9/2008	CIAC Bales Tank Phase II	Valencia
001673	000	9/9/2008	CIAC 4th and Baseline Booster Station	Valencia
001674	000	9/9/2008	CIAC 4th & Central Well Arsenic Treatment	Valencia
001675	000	9/9/2008	CIAC 4th & Central Well Equipping, Engineering, Permitting, and Bidding	Valencia
001682	000	1/31/2009	Trans and Sist Mains (MSPS)	Valencia
001683	000	1/31/2009	Trans and Sist Mains (MSPS)	Valencia
001686	000	1/31/2009	5/8" Meters (MSPS 244270-00)	Valencia
001687	000	1/31/2009	5/8" Meters (MSPS 244269-00)	Valencia
001688	000	1/31/2009	2" Meters (MSPS 244270-00)	Valencia
001689	000	1/31/2009	2" Meters (MSPS 244269-00)	Valencia
001690	000	1/31/2009	Hand Tools for GW0707	Valencia
001691	000	1/31/2009	1" Meters Sensus	Valencia
001694	000	2/28/2009	5/8" Meters (MSPS 245427)	Valencia
001695	000	2/28/2009	5/8" Meters (MSPS 245428)	Valencia
001696	000	2/28/2009	1" Meters Sensus	Valencia
001697	000	2/28/2009	1" Meters Sensus	Valencia
001698	000	2/28/2009	2" Meters (MSPS)	Valencia
001699	000	2/28/2009	2" Meters (MSPS)	Valencia
001705	000	3/31/2009	Sonoran Vista NE Well	Valencia
001706	000	9/30/2009	Sonoran Vista NE	Valencia
001713	000	4/30/2009	Waterline Mains (MSPS)	Valencia
001714	000	4/30/2009	5/8" Meters (MSPS 248996)	Valencia
001715	000	5/31/2009	Blue Hills WDF Upgrades	Valencia
001717	000	5/31/2009	Bales Well	Valencia
001718	000	9/30/2009	Sonoran Vista WDF Upgrade	Valencia
001720	000	9/30/2009	4th Central WDC Upgrade	Valencia
001721	000	5/31/2009	Water Trans (Karam Bros)	Valencia
001723	000	9/30/2009	Arsenic Treatment	Valencia
001726	000	12/31/2009	Waston Road Water Line	Valencia
001727	000	9/30/2009	Miller & Lower Buckeye Pipeline	Valencia
001728	000	9/30/2009	Southern Ave Pipeline (Center)	Valencia
001730	000	9/30/2009	Miller Road In-Line Booster	Valencia
001731	000	5/31/2009	Parts for Dist Mains	Valencia

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001732	000	5/31/2009 Hexagram FNS	Valencia
001734	000	6/30/2009 Water Trans (Grainger)	Valencia
001735	000	6/30/2009 Land	Valencia
001736	000	12/31/2009 Miller Road In-Line Booster	Valencia
001738	000	6/30/2009 Fire Hydrant	Valencia
001739	000	6/30/2009 Fire Hydrant	Valencia
001741	000	7/27/2009 Water Treatment Equipment (Rosedale)	Valencia
001742	000	10/31/2009 5/8" Meters (MSPS 2571185-00)	Valencia
001743	000	7/27/2009 1" Meters Sensus	Valencia
001744	000	7/27/2009 2" Meters (MSPS)	Valencia
001745	000	7/31/2009 Well Pump (Longmire Well)	Valencia
001746	000	7/31/2009 Signage	Valencia
001747	000	8/31/2009 Pump from R&T Drilling and Pump	Valencia
001748	000	9/30/2009 5/8" Meters (MSPS 244108-00)	Valencia
001749	000	9/30/2009 5/8" Meters (MSPS 247295-00)	Valencia
001750	000	9/30/2009 5/8" Meters (MSPS 244107-00)	Valencia
001751	000	9/30/2009 1" Meters Sensus (MSPS 247295-00)	Valencia
001752	000	9/30/2009 2" Meters (MSPS 247295-00)	Valencia
001756	000	10/31/2009 Pump (Keller Electrical)	Valencia
001757	000	10/31/2009 Water Trans (Keller Electrical)	Valencia
001758	000	10/31/2009 5/8" Meters (MSPS 2571184-00)	Valencia
001759	000	10/31/2009 Alarm System (Canyon State Alarm)	Valencia
001760	000	11/30/2009 Water Treatment Equipment (Home Town)	Valencia
001761	000	11/30/2009 Water Treatment Equipment (Lowe's)	Valencia
001762	000	11/30/2009 Water Treatment Equipment (Integrated Process)	Valencia
001763	000	11/30/2009 Water Treatment Equipment (Lowe's)	Valencia
001764	000	11/30/2009 5/8" Meters (MSPS 258667-00)	Valencia
001765	000	11/30/2009 5/8" Meters (MSPS 259218-00)	Valencia
001766	000	11/30/2009 5/8" Meters (MSPS 259682-00)	Valencia
001767	000	11/30/2009 5/8" Meters (MSPS 258332-00)	Valencia
001768	000	11/30/2009 5/8" Meters (MSPS 257920-00)	Valencia
001769	000	11/30/2009 2" Meters (MSPS 258667-00)	Valencia
001770	000	12/31/2009 Wells Improvement (SiteID 618-08-500-03AA)	Valencia
001771	000	12/31/2009 Wells Improvement (SiteID 618-08-500-03BB)	Valencia
001772	000	12/31/2009 Wells Improvement (SiteID 618-08-500-06AA)	Valencia
001773	000	12/31/2009 Sonoran Vista NE Well	Valencia
001775	000	12/31/2009 Bales Well	Valencia
001776	000	12/31/2009 Pump (Weber Group)	Valencia
001778	000	12/31/2009 Water Treatment Equipment (HD Waterwork)	Valencia
001779	000	12/31/2009 Water Treatment Equipment (HD Waterwork)	Valencia
001780	000	12/31/2009 Water Treatment Equipment (Harrington)	Valencia
001781	000	12/31/2009 Water Treatment Equipment (HD Waterwork)	Valencia
001782	000	12/31/2009 Water Treatment Equipment (Lowe's)	Valencia
001783	000	12/31/2009 Water Treatment Equipment (Harrington)	Valencia
001784	000	12/31/2009 Water Treatment Equipment (Windy City)	Valencia
001785	000	12/31/2009 Water Treatment Equipment (Windy City)	Valencia
001786	000	12/31/2009 Water Treatment Equipment (Windy City)	Valencia
001787	000	12/31/2009 Miller Manor Offsite Conveyance	Valencia
001788	000	12/31/2009 AIAC - Miller Manor Offsite Conveyance	Valencia
001789	000	12/31/2009 Section 16 Pipeline	Valencia
001790	000	12/31/2009 Miller Manor Phase 1 - Conveyance	Valencia
001791	000	12/31/2009 AIAC - Miller Manor Phase 1 - Conveyance	Valencia
001792	000	12/31/2009 Miller Manor Phase 2 - Conveyance	Valencia
001793	000	12/31/2009 AIAC - Miller Manor Phase 2 Conveyance	Valencia
001794	000	12/31/2009 Trans and Mains (SiteID 618-08-500-90AA)	Valencia

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001795	000	12/31/2009	Miller Road Waterline	Valencia
001796	000	12/31/2009	Yuma Road 247th Ave	Valencia
001797	000	12/31/2009	Broadway (Apache 239th)	Valencia
001798	000	12/31/2009	System Master Planning	Valencia
001799	000	12/31/2009	Water Sampling Stat	Valencia
001800	000	12/31/2009	Miller Manor Phase 1 - Conveyance	Valencia
001801	000	12/31/2009	Miller Manor Phase 2 - Conveyance	Valencia
001802	000	12/31/2009	Miller Manor Phase 3 - Conveyance	Valencia
001803	000	12/31/2009	AIAC - Miller Manor Phase 1 - Conveyance	Valencia
001804	000	12/31/2009	AIAC - Miller Manor Phase 2 Conveyance	Valencia
001805	000	12/31/2009	AIAC - Miller Manor Phase 3 - Conveyance	Valencia
001806	000	12/31/2009	WTR Trans (Dana Kepner)	Valencia
001807	000	12/31/2009	WTR Trans (SiteID 618-80-500-99AA)	Valencia
001808	000	12/31/2009	5/8" Meters (MSPS 258673-00)	Valencia
001809	000	12/31/2009	5/8" Meters (MSPS 260072-00)	Valencia
001810	000	12/31/2009	5/8" Meters (MSPS 260256-00)	Valencia
001811	000	12/31/2009	5/8" Meters (MSPS 260256-00)	Valencia
001812	000	12/31/2009	5/8" Meters (MSPS 260256-00)	Valencia
001813	000	12/31/2009	5/8" Meters (MSPS 261165-00)	Valencia
001814	000	12/31/2009	5/8" Meters (MSPS 261167-00)	Valencia
001815	000	12/31/2009	5/8" Meters (MSPS 261323-00)	Valencia
001816	000	12/31/2009	1" Meters Sensus (MSPS 258673-00)	Valencia
001817	000	12/31/2009	1" Meters Sensus (MSPS 260072-00)	Valencia
001818	000	12/31/2009	1 1/2 Meters (MSPS 258673-00)	Valencia
001819	000	12/31/2009	1 1/2 Meters (MSPS 260256-00)	Valencia
001820	000	12/31/2009	Miller Manor Offsite Conveyance	Valencia
001821	000	12/31/2009	Miller Manor Phase 3 Conveyance	Valencia
001822	000	12/31/2009	Miller Manor Phase 1 Conveyance	Valencia
001823	000	12/31/2009	Miller Manor Phase 2 Conveyance	Valencia
001824	000	12/31/2009	AIAC - Miller Manor Offsite Conveyance	Valencia
001825	000	12/31/2009	AIAC - Miller Manor Phase 1 Conveyance	Valencia
001826	000	12/31/2009	AIAC - Miller Manor Phase 2 Conveyance	Valencia
001827	000	12/31/2009	AIAC - Miller Manor Phase 3 Conveyance	Valencia
001828	000	12/31/2009	SCADA	Valencia
001830	000	12/31/2009	Sonoran Vista WDC	Valencia
001831	000	1/31/2010	Prefilters	Valencia
001832	000	1/31/2010	Breaker and Power Supply (618-08-500-17AA)	Valencia
001833	000	1/31/2010	Storage Tank for Secondary Dew (618-08-500-05AA)	Valencia
001834	000	1/31/2010	Water Treatment Equip (Hometown Hardware)	Valencia
001835	000	1/31/2010	5/8" Meters (MSPS 262080-00)	Valencia
001836	000	1/31/2010	Tools for Maintenance	Valencia
001838	000	2/28/2010	Storage Tank (Integrated Process Tech)	Valencia
001839	000	2/28/2010	5/8" Meters (MSPS 263063-00)	Valencia
001840	000	2/28/2010	5/8" Meters (MSPS 263063-00)	Valencia
001841	000	2/28/2010	Tools for Maintenance (Grainger)	Valencia
001842	000	2/28/2010	Hach Chlorine meter	Valencia
001843	000	12/31/2009	Sonoran Vista WDC	Valencia
001844	000	1/31/2010	Trans and Mains (SiteID 618-08-500-90AA)	Valencia
001845	000	12/31/2009	5/8" Meters	Valencia
001846	000	3/31/2010	5/8" Meters (MSPS 263449-00)	Valencia
001847	000	3/31/2010	5/8" Meters (MSPS 263943-00)	Valencia
001848	000	3/31/2010	5/8" Meters (MSPS 263451-00)	Valencia
001849	000	3/31/2010	5/8" Meters (MSPS 264679-00)	Valencia
001850	000	3/31/2010	5/8" Meters (MSPS 264159-00)	Valencia
001851	000	3/31/2010	1" Meters Sensus (MSPS 264159-00)	Valencia

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001853	000	4/30/2010 Dist Plant Equip (Karam)	Valencia
001854	000	4/30/2010 Dist Plant Equip (Pump Systems)	Valencia
001855	000	4/30/2010 5/8" Meters (MSPS 265056-00)	Valencia
001856	000	4/30/2010 5/8" Meters (MSPS 265185-00)	Valencia
001857	000	4/30/2010 2" Meters (MSPS 265181-00)	Valencia
001858	000	4/30/2010 Offic Equip (MSPS 166)	Valencia
001859	000	5/31/2010 Water Treatment Equipment (Harrington Industrial)	Valencia
001860	000	5/31/2010 5/8" Meters	Valencia
001861	000	5/31/2010 5/8" Meters (Dana Kepner)	Valencia
001862	000	5/31/2010 1" Meters Sensus (MSPS 265295-00)	Valencia
001863	000	5/31/2010 2" Meters (MSPS 265434-00)	Valencia
001864	000	8/31/2010 2" Meters	Valencia
001867	000	6/30/2010 Sonoran Vista WPDF Upgrade	Valencia
001868	000	6/30/2010 June 2010 Additions	Valencia
001869	000	8/31/2010 2" Meters	Valencia
001870	000	6/30/2010 SCADA	Valencia
001871	000	6/30/2010 Miller Road Waterline	Valencia
001872	000	6/30/2010 Sonoran Vista SV NE (61806031)	Valencia
001873	000	6/30/2010 CIAC Asset Blue Hill	Valencia
001874	000	6/30/2010 CIAC Asset Blue Hill	Valencia
001875	000	6/30/2010 CIAC Asset Blue Hill	Valencia
001876	000	7/31/2010 Bales WPDF Upgrades	Valencia
001877	000	7/31/2010 Bales WPDF Upgrades	Valencia
001878	000	7/31/2010 5/8" Meters	Valencia
001879	000	8/31/2010 Chain Link Fence	Valencia
001880	000	8/31/2010 Baldor Motor	Valencia
001881	000	8/31/2010 Booster Pump	Valencia
001882	000	8/31/2010 Circuit Breaker	Valencia
001883	000	8/31/2010 Chemical System Pipeline	Valencia
001884	000	8/31/2010 Supernatant Pump	Valencia
001885	000	8/31/2010 Trans and Mains (SiteID 618-08-500-90AA)	Valencia
001886	000	8/31/2010 5/8" Meters	Valencia
001887	000	8/31/2010 Construction Meter	Valencia
001889	000	8/31/2010 Sump Pump	Valencia
001890	000	6/30/2010 2" Meters	Valencia
001892	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001893	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001894	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001895	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001896	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001897	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001898	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001899	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001900	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001901	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001902	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001903	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001904	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001905	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001906	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001907	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001908	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001909	000	12/31/2004 CIAC ASSET - Northwood Park Unit 1	Valencia
001910	000	12/31/2004 CIAC ASSET - Northwood Park Unit 2	Valencia
001911	000	12/31/2004 CIAC ASSET - Northwood Park Unit 2	Valencia

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001912	000	12/31/2004	CIAC ASSET - Northwood Park Unit 2	Valencia
001913	000	12/31/2004	CIAC ASSET - Northwood Park Unit 2	Valencia
001914	000	12/31/2004	CIAC ASSET - Northwood Park Unit 2	Valencia
001915	000	9/30/2010	5/8" Meters	Valencia
001916	000	9/30/2010	5/8" Meters (MSPS)	Valencia
001917	000	9/30/2010	2" Meters	Valencia
001918	000	6/30/2011	Aclara - DCU Upgrade Parts	Valencia
001921	000	10/31/2010	5/8" Meters (MSPS)	Valencia
001922	000	10/31/2010	1" Meters Sensus (MSPS 265295-00)	Valencia
001923	000	10/31/2010	2" Meters	Valencia
001924	000	11/30/2010	5/8" Meters (MSPS)	Valencia
001925	000	12/31/2010	5/8" Meters (MSPS)	Valencia
001926	000	12/31/2010	7th Alarcon Sma	Valencia
001927	000	12/31/2010	Bales WPDF Upgrades	Valencia
001928	000	12/31/2010	7th Alarcon	Valencia
001929	000	12/31/2010	7TH ALACRON	Valencia
001930	000	12/31/2010	4TH & CENTRAL	Valencia
001931	000	12/31/2010	SONORAN VISTA	Valencia
001932	000	12/31/2010	LOWER BUCKEYE &	Valencia
001933	000	12/31/2010	VALENCIA OFFICE	Valencia
001934	000	12/31/2010	WESTPARK	Valencia
001935	000	12/31/2010	EVERGREEN WELL	Valencia
001937	000	12/31/2010	Sonoran Vista SV NE (61806031)	Valencia
001938	000	12/31/2010	Sonoran Vista SV NE (61806032)	Valencia
001939	000	12/31/2010	Miller Road Waterline	Valencia
001940	000	12/31/2010	Town of Buckeye and Valencia Connection	Valencia
001941	000	12/31/2010	SCADA	Valencia
001943	000	3/31/2011	5/8" Meters (MSPS)	Valencia
001945	000	4/30/2011	5/8" Meters (MSPS)	Valencia
001946	000	4/30/2011	100 MTU	Valencia
001947	000	4/30/2011	Replacement Monitor for Scada Room	Valencia
001948	000	5/31/2011	5/8" Meters (MSPS)	Valencia
001949	000	6/30/2011	Portable Generator	Valencia
001950	002	6/30/2011	5/8" Meters (MSPS)	Valencia
001951	000	6/30/2011	Evergreen Pumping Equipment	Valencia
001952	000	6/30/2011	New PLC Air Conditioner	Valencia
001953	000	6/30/2011	Decant System Pump	Valencia
001954	000	6/30/2011	New Booster Pump	Valencia
001955	000	6/30/2011	Extension of Water Main	Valencia
001957	000	6/30/2011	New Meter Install	Valencia
001959	000	6/30/2011	Water Hauler	Valencia
001962	000	6/30/2011	Chlorine Meter S Vista VMC	Valencia
001964	000	6/30/2011	Transformer	Valencia
001966	002	7/31/2011	5/8" Meters	Valencia
001967	002	7/31/2011	7 - 5/8" Meters	Valencia
001968	000	7/31/2011	Loading Dock Ramp for Warehouse	Valencia
001969	000	9/1/2011	2" Meters	Valencia
001970	000	10/7/2011	1 1/2xCL Brass Nipple to make meter	Valencia
001971	000	10/7/2011	1 1/2x3 Brass Nipple to make Meter	Valencia
001972	000	10/7/2011	1 1/2x1/18 Rubber Mtr Washer to make Meter	Valencia
001973	000	10/7/2011	1 1/2 Brz Meter Flange to Make Meter	Valencia
001974	000	10/7/2011	2x1 Brass HEX Bushing to Make Meter	Valencia
001975	000	10/4/2011	Fast Setting Concrete To Secure Meters	Valencia
001976	000	10/4/2011	Fast Setting Concrete To Secure Meters	Valencia
001977	000	10/4/2011	Fast Setting Concrete To Secure Meters	Valencia

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001978	000	10/4/2011 Fast Setting Concrete To Secure Meters	Valencia
001979	000	10/4/2011 Fast Setting Concrete To Secure Meters	Valencia
001980	000	10/4/2011 Fast Setting Concrete To Secure Meters	Valencia
001981	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001982	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001983	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001984	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001985	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001986	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001987	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001988	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001989	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001990	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001991	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001992	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001993	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001994	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001995	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001996	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001997	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001998	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
001999	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
002000	000	10/4/2011 U-Bolt to secure meters inv. 1212760205	Valencia
002001	000	11/30/2011 T4000 2" TB Bronze Dig Meter w/5" ILC	Valencia
002002	000	11/30/2011 T4000 1-1/2" TB Bronze Dig Meter w/5" ILC	Valencia
002003	000	11/30/2011 C700 1-1/2" PD Bronze Dig Meter w/5" ILC	Valencia
002004	000	11/30/2011 T4000 2" TB Bronze Dig Meter w/5" ILC	Valencia
002005	000	11/30/2011 C700 5/8" x 3/4" PD bronze Dig	Valencia
002006	000	11/30/2011 Aclara MTU Pulse HRR Single Port (AMCO)	Valencia
002007	000	11/30/2011 Carson Meter Box 1419-12 W/T Cover and L Bolt	Valencia
002008	000	11/30/2011 Carson Meter Box 1324-12 w/T Cover and L Bolt	Valencia
002009	000	12/1/2011 C700 5/8" Dig Register w/5" ILC	Valencia
002010	000	12/1/2011 Exp-11 Aclara MTU Encoder Single Port (sensus)	Valencia
002011	000	12/1/2011 Exp-20 5/8" to 3/4" to 1" Meter Adapt	Valencia
002012	000	12/1/2011 Exp-11 Str Ball Valve LW FIP x MTR 34" Reduced Port	Valencia
002013	000	12/1/2011 Exp-10 Brass Handle for 3/4" Ball Valves	Valencia
002014	000	12/1/2011 Exp-C7001"PD Bronze Dig Meter w/5" ILC	Valencia
002015	000	12/1/2011 Exp-C700 1" PD Dig Register w5" ILC	Valencia
002016	000	12/1/2011 Exp-T4000 1-1/2" TB Bronze Dig Meter w/5" ILC	Valencia
002017	000	12/1/2011 Exp-1 T4000 2"TB Bronze Dig Meter w/5" ILC	Valencia
002018	000	12/1/2011 Exp-T4000 2" TB Bronze Dig Meter w/5" ILC	Valencia
002019	000	12/1/2011 SCADA	Valencia
002020	000	12/1/2011 Durango Street Waterline	Valencia
002021	000	12/1/2011 Miller Road Waterline Costs	Valencia
002022	000	12/1/2011 SVWDC Control	Valencia
002023	002	12/1/2011 Yuma Road 247th Ave Line	Valencia
002024	000	12/1/2011 Bales & Baseline, Alarcon Blending Plan	Valencia
002025	000	12/1/2011 MRBPS Pump	Valencia
002026	000	12/1/2011 Sonoran Vista WPDF Upgrades	Valencia
002027	000	12/1/2011 Riata West R1 Well costs	Valencia
002028	000	12/1/2011 6th Ave East Mainline	Valencia
002030	000	12/1/2011 Sonoran Vista NE Treatment Equipment	Valencia
002031	000	12/1/2011 Metering Equipment	Valencia
002032	000	12/1/2011 Evergreen EG2 Well-Structures	Valencia
002033	000	12/1/2011 Evergreen EG2 Well-raw water piping	Valencia

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002034	000	12/1/2011 Evergreen EG2 Well-lines	Valencia
002035	000	12/1/2011 Evergreen EG2 Well-Communications Equipment	Valencia
002036	000	12/1/2011 Evergreen EG2 Well-Power Generating Equip	Valencia
002037	000	12/1/2011 Evergreen EG2 Well-Pumping Equipment	Valencia
002038	000	12/1/2011 Pipeline Improvements	Valencia
002039	000	12/1/2011 Riata Well #2costs	Valencia
002040	000	12/1/2011 4th and Central Grundfos Controller Equip	Valencia
002041	000	12/1/2011 Sonoran Vista Pump Equip	Valencia
002043	000	12/1/2011 Westpark Pump Equipment	Valencia
002044	000	12/1/2011 Westpark Pump Equipment	Valencia
002045	000	12/1/2011 Sonoran Vista-Structures	Valencia
002046	000	12/1/2011 Sonoran Vista-raw water piping	Valencia
002047	000	12/1/2011 Sonoran Vista-Lines	Valencia
002048	000	12/1/2011 Sonoran Vista-Communications Equip	Valencia
002049	000	12/1/2011 Sonoran Vista-Power Generating Equip	Valencia
002050	000	12/1/2011 Sonoran Vista-Pumping Equipment	Valencia
002051	000	12/1/2011 Lower Buckeye Road Relo of waterline	Valencia
002054	000	2/29/2012 Hymax Wide Range Coupling 6"	Valencia
002055	000	3/21/2012 Backflow Prevention Devices	Valencia
002056	000	2/29/2012 Aclara MTU Single Port (23 @ \$80ea)	Valencia
002057	000	2/29/2012 Meters 3/4"	Valencia
002058	000	3/31/2012 Meters 3/4 "	Valencia
002059	000	2/29/2012 Aclara Pulse/Encode Single Port (24 @\$80ea)	Valencia
002060	000	1/31/2012 5/8" Meter Parts	Valencia
002062	000	4/1/2012 C700 5/8"x3/4" PD Bronze Dig Aclara	Valencia
002063	000	4/1/2012 Aclara MTU Pulse HRR Single Po	Valencia
002064	000	4/1/2012 Aclara MTU Encoder Single Port	Valencia
002065	000	4/1/2012 5/8 to 3/4 to 1" Meter adapt	Valencia
002066	000	4/1/2012 Cap expansion Joint	Valencia
002067	000	6/1/2012 C700 5/8 x 3/4" PD Bronze Dig	Valencia
002068	000	6/1/2012 5/8 Sensus Chambers	Valencia
002069	000	6/1/2012 5/8 Amco Chambers	Valencia
002070	000	6/1/2012 Aclara MTU Pulse HRR Single Po	Valencia
002071	000	6/1/2012 Aclara MTU Encoder Single Port	Valencia
002072	000	6/1/2012 5/8 to 3/4 to 1" meter adapt	Valencia
002073	000	5/1/2012 Meter box lids	Valencia
002074	000	6/1/2012 C700 1" PD Bronze Dig meter	Valencia
002075	000	6/1/2012 C700 1-1/2" PD Bronze Dig Meter	Valencia
002076	000	6/1/2012 T4000 1-1/2" TB Bronze Dig Meter	Valencia
002077	000	6/1/2012 T4000 2" TB Bronze	Valencia
002078	000	6/1/2012 C700 2" Dig Register w/ 5"ILC	Valencia
002079	000	6/1/2012 T4000 2" Dig Register w/5" ILC	Valencia
002080	000	5/1/2012 T4000 2" TB Bronze Dig Meter	Valencia
002082	000	6/30/2012 Pipeline improvements	Valencia
002083	000	6/30/2012 pipeline improvements	Valencia
002084	000	6/30/2012 pipeline improvements	Valencia
002085	000	6/30/2012 Pipeline improvements	Valencia
002086	000	6/30/2012 Mechanical Fittings for Well	Valencia
002087	000	6/30/2012 Touchscreen Monitor and Cables	Valencia
002088	000	6/30/2012 800 AMP Main Breaker	Valencia
002089	000	6/30/2012 Valencia land conveyance	Valencia
002090	000	6/30/2012 Lower Buckeye Water Line	Valencia
002091	000	6/30/2012 SCADA	Valencia
002092	000	6/30/2012 PIMA Road Waterline	Valencia
002093	000	6/30/2012 Evergreen Well lines	Valencia

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002094	000	6/30/2012 Sonoran Vista equipment	Valencia
002095	000	6/30/2012 Muller Hydrant	Valencia
002096	000	6/30/2012 MISC parts for meters	Valencia
002097	000	6/30/2012 5/8" meters & install	Valencia
002098	000	6/30/2012 1 1/2" coupling meter & pipe	Valencia
002099	000	6/30/2012 Backflow devices for Valencia	Valencia
002100	000	7/31/2012 5/8 Sensus Chambers	Valencia
002101	000	7/31/2012 Aclara MTU Pulse HRR Single Pro	Valencia
002102	000	7/31/2012 5/8" to 3/4" to 1" Meter Adapt	Valencia
002103	000	7/31/2012 Brass handle for 3/4" Ball Val	Valencia
002104	000	7/31/2012 C700-1-1/2" PD Bronze Dig Meter	Valencia
002105	000	7/31/2012 T4000 2" TB Bronze Dig Meter	Valencia
002106	000	7/1/2012 Retired meters	Valencia
002107	000	8/1/2012 Flow switch	Valencia
002108	000	8/31/2012 C700 5/8"x3/4" PD Bronze Dig	Valencia
002109	000	8/31/2012 C700 5/8" Dig Register w/5 IL	Valencia
002110	000	8/31/2012 Aclara MTU Pulse HRR Single Port	Valencia
002111	000	8/31/2012 Aclara MTU Encoder Single Port	Valencia
002112	000	8/31/2012 5/8" to 3/4 to 1" meter adapt	Valencia
002113	000	8/31/2012 Str Ball Valve LW FIP xMTR34	Valencia
002114	000	8/31/2012 Brass handle for 3/4 Ball Val	Valencia
002115	000	8/31/2012 T4000 1-1/2" TB Bronze Dig Met	Valencia
002116	000	8/31/2012 Pretreatment Filters	Valencia
002117	000	9/29/2012 Valencia Register Exchange meters& installation	Valencia
002120	000	10/30/2012 5/8" Neptune Meters	Valencia
002121	000	10/30/2012 2" positive Displacement	Valencia
002122	000	10/30/2012 1" Positive Displacement	Valencia
002123	000	10/30/2012 Meter box lids	Valencia
002124	000	11/30/2012 1.5" Neptune Meter Turbo	Valencia
002125	000	11/30/2012 2" Neptune Meter	Valencia
002126	000	11/30/2012 Amco C700 Chambers	Valencia
002127	000	12/1/2012 CIAC 8 Valve B&C"	Valencia
002128	000	12/1/2012 CIAC 4 Double check backflow	Valencia
002129	000	12/1/2012 CIAC 8x8" Taping sleeve valve	Valencia
002130	000	12/1/2012 CIAC Fire Hydrants (4)	Valencia
002131	000	12/1/2012 CIAC 8 Double check backflow	Valencia
002132	000	12/1/2012 CIAC 8 C-900 Waterline	Valencia
002133	000	12/1/2012 CIAC Well #1 Set Pump 42'deeper	Valencia
002134	000	12/1/2012 CIAC 8 C-900 Waterline	Valencia
002135	000	12/1/2012 CIAC 8x8" Taping sleeve valve	Valencia
002136	000	12/1/2012 CIAC Asset Ranch Vista Tanks	Valencia
002137	000	12/1/2012 CIAC 8 Valve B&C"	Valencia
002138	000	12/1/2012 CIAC 8 Double check backflow	Valencia
002139	000	12/1/2012 CIAC Asset capitalize waterlines for subdivision-13,888'8 PVC	Valencia
002140	000	12/1/2012 CIAC 4 Double check backflow	Valencia
002141	000	12/1/2012 CIAC Asset capitalize 375 water service lines for	Valencia
002142	000	12/1/2012 CIAC Fire Hydrants (4)	Valencia
002143	000	12/1/2012 CIAC Asset Rancho Vista T&D Mains	Valencia
002144	000	12/1/2012 CIAC New Well-4th&Baseline	Valencia
002145	000	12/1/2012 CIAC 4 Magnum Meter	Valencia
002146	000	12/1/2012 CIAC Asset capitalize 29 hydrants for Rancho Vista	Valencia
002147	000	12/1/2012 CIAC 100,000 gal Storage Tank	Valencia
002148	000	12/1/2012 CIAC 5,000 gal Pressure Tank	Valencia
002149	000	12/1/2012 CIAC Asset capitalize waterlines for subdivision	Valencia
002150	000	12/1/2012 CIAC Asset Rancho Vista Storage Tanks	Valencia

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002151	000	12/1/2012	CIAC 4,000 gal Pressure Tank	Valencia
002152	000	12/1/2012	CIAC Well Upgrade	Valencia
002153	000	12/1/2012	CIAC Tank Upgrade-Cholla Ranch Apts	Valencia
002154	000	12/1/2012	CIAC 2,280ft Pipeline-Miller Rd	Valencia
002155	000	12/1/2012	CIAC 40ft Pipeline-Baseline Rd.	Valencia
002156	000	12/1/2012	CIAC 2,820ft Pipeline onsite	Valencia
002157	000	12/1/2012	CIAC Meter Install	Valencia
002158	000	12/1/2012	CIAC Labor-Meter Installs 142qnty	Valencia
002159	000	12/1/2012	CIAC Fire Hydrants 2qnty-Miller Rd	Valencia
002160	000	12/1/2012	CIAC Fire Hydrant-Baseline Rd	Valencia
002161	000	12/1/2012	CIAC Fire Hydrants 8-Cholla Ranch	Valencia
002162	000	12/1/2012	CIAC Permit for Love's Country	Valencia
002163	000	12/1/2012	CIAC Storage WaterTank	Valencia
002164	000	12/1/2012	CIAC Water Line Charges - Love's	Valencia
002165	000	12/1/2012	CIAC Asset relcass Ranch Vista Tanks	Valencia
002166	000	12/1/2012	Meters & Install 1" WTR Trans	Valencia
002167	000	12/1/2012	Meters & Install 5/8" WTR	Valencia
002168	000	12/1/2012	Meters & Install 5/8" WTR Tran	Valencia
002169	000	12/1/2012	Meters & Install 5/8" WTR Tran	Valencia
002170	000	12/1/2012	Additional Pipeline Improvement Costs	Valencia
002171	000	12/1/2012	Sonoran Vista WPDF Upgrades	Valencia
002172	000	12/31/2012	Yuma Road Water Line	Valencia
002173	000	12/1/2012	Pima Road Water Line	Valencia
002174	000	12/1/2012	Pipelines Conveyance Costs	Valencia
002175	000	12/1/2012	Berman Remote Controlled Valve	Valencia
002176	000	12/1/2012	New Pump Panel	Valencia
002177	000	12/1/2012	Pre-Treatment Filters	Valencia
002178	000	12/31/2012	Sonora Vista Booster Pump	Valencia
002179	000	12/31/2012	Riding Pipe Threader Tool	Valencia
002180	000	12/31/2012	5/8 Inch Meters & Meter Box lids	Valencia
002181	000	12/31/2012	2" Meter	Valencia
002182	000	12/1/2012	3" Meter	Valencia
002183	000	12/31/2012	WestPark Booster Pump Rebuild	Valencia
002184	000	12/1/2012	Riata Well Pump And Motor	Valencia
002185	000	12/1/2012	Expansion Joint	Valencia
002186	000	12/1/2012	Miller Road Booster Replacement	Valencia
002187	000	12/31/2012	Booster Pump Lower Buckeye	Valencia
002188	000	12/31/2012	1" Positive Displacement Meter	Valencia
002189	000	12/31/2012	5/8 Inch Meters	Valencia
002190	000	12/1/2012	Hydro Tank Alarcon	Valencia
002191	000	12/1/2012	Air Compressor for North Wood	Valencia
002192	000	12/1/2012	5 HP Booster Pump North Wood	Valencia
002193	000	12/31/2012	Yuma Road Water Line	Valencia
002194	000	12/31/2012	Booster Pump Lower Buckeye	Valencia
002195	000	12/1/2012	Riata Well Pump And Motor	Valencia
002196	000	12/1/2012	CIAC 8" Class 200 C-900 PVC Water line	Valencia
002197	000	12/1/2012	CIAC 8" Gate Valves w/ Type C box & cover	Valencia
002198	000	12/1/2012	CIAC 8" x 2" Tap Cap w/ Type A blowoff	Valencia
002199	000	12/1/2012	CIAC 1-1/2" x 1-3/4" Water Service Taps	Valencia
002200	000	12/1/2012	CIAC 1" x 3/4" Single Water Service	Valencia
002201	000	12/1/2012	CIAC 12" Class 2- C900 PVC Water Pipe & Fittings	Valencia
002202	000	12/1/2012	CIAC 8" Class 200 C-900 PVC Water Pipe & Fittings	Valencia
002203	000	12/1/2012	CIAC 6" Class 200 C900 PVC Water Pipe & Fittings	Valencia
002204	000	12/1/2012	CIAC 12" Gate Valve w/ Box & Cover	Valencia
002205	000	12/1/2012	CIAC 8" Gate Valve w/ Box & Cover	Valencia

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002206	000	12/1/2012 CIAC 6" Gate Valve w/ Box & Cover	Valencia
002207	000	12/1/2012 CIAC 12" Vertical Realignment	Valencia
002208	000	12/1/2012 CIAC 8" Vertical Realignment	Valencia
002209	000	12/1/2012 CIAC 12" x 6" Tapping Sleeve & Valve	Valencia
002210	000	12/1/2012 CIAC Fire Hydrants	Valencia
002211	000	12/1/2012 CIAC Air Release Valve Assemblies	Valencia
002212	000	12/1/2012 CIAC 12"x 2" Tap Cap w/Type A Blowoff	Valencia
002213	000	12/1/2012 CIAC 6" x 2" Tap Cap w/ Type A Blowoff	Valencia
002214	000	12/1/2012 CIAC 1-1/2" x 1-3/4" Double Water Services	Valencia
002215	000	12/1/2012 CIAC 2" Single Water Services	Valencia
002216	000	12/1/2012 CIAC 12" PR-350 Ductile Iron Pipe & Fittings	Valencia
002217	000	12/1/2012 CIAC Mechanical Compaction of Water Service Trench	Valencia
002218	000	12/1/2012 CIAC 8" Shut Down & Tie in	Valencia
002219	000	12/1/2012 CIAC Mechanical Compaction of Water Service Trench	Valencia
002220	000	12/1/2012 CIAC 8" C900 CL 200 PVC Water Pipe & Fittings - Sunset Vista	Valencia
002221	000	12/1/2012 CIAC 10" PVC CL 200 C900 w/Fittings - Sunset Vista	Valencia
002222	000	12/1/2012 CIAC 12" PVC CL 200 C900 w/Fittings - Sunset Vista	Valencia
002223	000	12/1/2012 CIAC 8" TJ PR 350 Ductive Iron Pipe - Sunset Vista	Valencia
002224	000	12/1/2012 CIAC 10" TJ PR 350 Ductive Iron Pipe - Sunset Vista	Valencia
002225	000	12/1/2012 CIAC 12" TJ PR 350 Ductive Iron Pipe - Sunset Vista	Valencia
002226	000	12/1/2012 CIAC 8" Vertical Realignment - Sunset Vista	Valencia
002227	000	12/1/2012 CIAC 10" Vertical Realignment - Sunset Vista	Valencia
002228	000	12/1/2012 CIAC Connect to existing 8" Mainline - Sunset Vista	Valencia
002229	000	12/1/2012 CIAC 8" MG Gate Valve w/ Type C Valve & Cover Box - Sunset Vista	Valencia
002230	000	12/1/2012 CIAC 10" MG Gate Valve w/ Type C Valve & Cover Box - Sunset Vista	Valencia
002231	000	12/1/2012 CIAC 12" MG Gate Valve w/ Type C Valve & Cover Box - Sunset Vista	Valencia
002232	000	12/1/2012 CIAC Fire Hydrants, Complete - Sunset Vista	Valencia
002233	000	12/1/2012 CIAC 8" x 2" Tap Cap w/ Type A Blowoff - Sunset Vista	Valencia
002234	000	12/1/2012 CIAC 10" x 2" Tap Cap w/ Type A Blowoff - Sunset Vista	Valencia
002235	000	12/1/2012 CIAC 12" x 2" Tap Cap w/ Type A Blowoff - Sunset Vista	Valencia
002236	000	12/1/2012 CIAC 2" Air Vacuum Release Valves - Sunset Vista	Valencia
002237	000	12/1/2012 CIAC 1" x 3/4" Water Services - Sunset Vista	Valencia
002238	000	12/1/2012 CIAC 1" x 3/4" Landscape Water Services - Sunset Vista	Valencia
002239	000	12/1/2012 CIAC 2" Water Services - Sunset Vista	Valencia
002240	000	12/1/2012 CIAC 8" C900 CL 200 PVC Water Pipe & Fittings - Dove Cove	Valencia
002241	000	12/1/2012 CIAC 10" PVC CL 200 C900 w/Fittings - Dove Cove	Valencia
002242	000	12/1/2012 CIAC 12" PVC CL 200 C900 w/Fittings - Dove Cove	Valencia
002243	000	12/1/2012 CIAC 8" TJ PR 350 Ductive Iron Pipe - Dove Cove	Valencia
002244	000	12/1/2012 CIAC 10" TJ PR 350 Ductive Iron Pipe - Dove Cove	Valencia
002245	000	12/1/2012 CIAC 12" TJ PR 350 Ductive Iron Pipe - Dove Cove	Valencia
002246	000	12/1/2012 CIAC 8" Vertical Realignment - Dove Cove	Valencia
002247	000	12/1/2012 CIAC 10" Vertical Realignment - Dove Cove	Valencia
002248	000	12/1/2012 CIAC Connect to existing 8" Mainline - Dove Cove	Valencia
002249	000	12/1/2012 CIAC 8" MG Gate Valve w/ Type C Valve & Cover Box - Dove Cove	Valencia
002250	000	12/1/2012 CIAC 10" MG Gate Valve w/ Type C Valve & Cover Box - Dove Cove	Valencia
002251	000	12/1/2012 CIAC 12" MG Gate Valve w/ Type C Valve & Cover Box - Dove Cove	Valencia
002252	000	12/1/2012 CIAC Fire Hydrants, Complete - Dove Cove	Valencia
002253	000	12/1/2012 CIAC 8" x 2" Tap Cap w/ Type A Blowoff - Dove Cove	Valencia
002254	000	12/1/2012 CIAC 10" x 2" Tap Cap w/ Type A Blowoff - Dove Cove	Valencia
002255	000	12/1/2012 CIAC 12" x 2" Tap Cap w/ Type A Blowoff - Dove Cove	Valencia

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002256	000	12/1/2012	CIAC 2" Air Vacuum Release Valves - Dove Cove	Valencia
002257	000	12/1/2012	CIAC 1" x 3/4" Water Services - Dove Cove	Valencia
002258	000	12/1/2012	CIAC 1" x 3/4" Landscape Water Services - Dove Cove	Valencia
002259	000	12/1/2012	CIAC 2" Water Services - Dove Cove	Valencia
002260	000	12/1/2012	CIAC Reclass Blue Hills from AIAC to CIAC	Valencia
002261	000	12/1/2012	CIAC Reclass Estrella Vista	Valencia
002262	000	12/1/2012	CIAC Stand by Generator	Valencia
002263	000	12/1/2012	CIAC Electrical Panel	Valencia
002264	000	12/1/2012	CIAC Plumbing	Valencia
002265	000	12/1/2012	CIAC Pumps	Valencia
002266	000	12/1/2012	CIAC Pressure tank clean up	Valencia
002267	000	12/1/2012	CIAC Pumping System & Motor	Valencia
002268	000	12/1/2012	CIAC Pump w/pump end 60HP	Valencia
002269	000	12/1/2012	CIAC Upgrade Control Box	Valencia
002270	000	12/1/2012	CIAC Generator/Pump Stations/Elect	Valencia
002271	000	12/1/2012	CIAC Pressure tank clean up	Valencia
002272	000	12/1/2012	CIAC Plumbing	Valencia
002273	000	12/1/2012	CIAC Pumps	Valencia
002274	000	12/1/2012	CIAC Electrical Panel	Valencia
002275	000	12/1/2012	CIAC Stand by Generator	Valencia
002278	000	12/1/2012	2012 CIAC Additions Reversal	Valencia
002279	000	12/1/2012	2012 CIAC on Depreciated Plant	Valencia
002304	000	6/1/2013	SVWDCV Optimization	Valencia
002305	000	6/1/2013	WVR SCADA	Valencia
002306	000	6/1/2013	WVR SCADA Command Station Improvements	Valencia
002307	000	6/30/2013	QT hydrant line inspections	Valencia
002308	000	6/30/2013	AIAC QT Services for LXA 492-001-001	Valencia
002309	000	6/30/2013	AIAC QT Hydrants for LXA 492-001-001	Valencia
002310	000	8/23/2013	Server	Valencia
002311	000	9/30/2013	Server Cabinet	Valencia
002312	000	9/30/2013	Generator for Server Cabinet	Valencia
002313	000	9/30/2013	Bales Fill Line Reconfiguration	Valencia
002314	000	9/30/2013	Buena Vista Fill Line Reconfiguration	Valencia
002315	000	9/30/2013	Sludgemate Storage Bin Optimization (at Sonoran Vista)	Valencia
002316	000	9/30/2013	4th & Baseline Arsenic Vessel Parts	Valencia
002317	000	9/30/2013	Rancho Vista Pump Motor Replacement	Valencia
002318	000	9/30/2013	4th & Baseline Water Tank Replacement	Valencia
002319	000	9/30/2013	Valencia Office Meggar Meter Test Equip & 2 R/O systems	Valencia
002320	000	9/30/2013	Lower Buckeye Main	Valencia
002321	000	9/30/2013	Pump Voltage Surge Suppressor	Valencia
002323	000	9/30/2013	Motor on Booster at Bales Well	Valencia
002324	000	9/30/2013	Pump Motor Sonoran Vista	Valencia
002325	000	9/30/2013	Riata Well New Install Valves	Valencia
002326	000	9/30/2013	Evergreen Well Wiring	Valencia
002327	000	9/30/2013	Westpark Booster Pump Rebuild	Valencia
002328	000	10/1/2013	5/8" Meters	Valencia
002329	000	10/1/2013	2" Meters	Valencia
002330	000	10/1/2013	1" Meters	Valencia
002331	000	9/30/2013	Forklift Parts	Valencia
002332	000	9/30/2013	Replace Sonoran Vista Pump	Valencia
002333	000	10/1/2013	Hydrants	Valencia
002334	000	10/1/2013	Miller Road in-line Booster Refund	Valencia
002335	000	6/20/2013	Global Water signage	Valencia
002336	000	7/21/2013	UPS for Buckeye Servers	Valencia
002338	000	10/1/2013	Buckeye CAT-5e wiring blocks	Valencia

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002344	000	12/1/2013 SCADA	Valencia
002345	000	12/1/2013 Sludgemate Storage Bin (sonoran ridge)	Valencia
002346	000	12/1/2013 3/4" X 5/8" Meters	Valencia
002347	000	12/1/2013 2" Meters	Valencia
002348	000	12/1/2013 1.5" Meters	Valencia
002349	000	12/1/2013 1" Meters	Valencia
002350	000	12/1/2013 Water Main Replacement Buena Vista	Valencia
002351	000	12/1/2013 Sonoran Vista S. Pump and Actuator	Valencia
002352	000	12/1/2013 Sonoran Vista N Well Pump Replacement	Valencia
002353	000	12/1/2013 Bales Fill Line	Valencia
002354	000	12/1/2013 Booster Pump #2 Lower Buckeye	Valencia
002355	000	12/1/2013 New Security System Valencia Office	Valencia
002356	000	10/1/2013 CIAC Blue Hills Meters (New 2013 Meters)	Valencia
002357	000	10/1/2013 CIAC 141 Expired Meters Blue Hills	Valencia
002358	000	10/1/2013 CIAC - Meters Sunset Vista (298 Meters)	Valencia
002359	000	10/1/2013 CIAC - Meters Sunset Point (411 Meters)	Valencia
002360	000	10/1/2013 CIAC - Meters Loves	Valencia
002361	000	10/1/2013 CIAC - Meters Buckeye Park	Valencia
002362	000	10/1/2013 CIAC - Rancho Vista	Valencia
002363	000	10/1/2013 CIAC - Meters Dove Cove	Valencia
002364	000	10/1/2013 CIAC - Meters Estrella Vista	Valencia
002365	000	10/1/2013 CIAC- Meters - Cholla Ranch Apartments	Valencia
002366	000	10/1/2013 CIAC- 6 Expired Meters	Valencia
002367	000	10/1/2013 CIAC - 4 Expired Meters	Valencia
002368	000	10/1/2013 CIAC - Rancho Vista	Valencia
002369	000	10/1/2013 CIAC - Storage America	Valencia
002370	000	10/1/2013 CIAC Westpark Waterline Unit 1	Valencia
002371	000	10/1/2013 CIAC Westpark Waterline Unit 1	Valencia
002372	000	10/1/2013 CIAC Westpark Waterline Unit 1	Valencia
002373	000	10/1/2013 CIAC Westpark Waterline Unit 2S	Valencia
002374	000	10/1/2013 CIAC Westpark Waterline Unit 2S	Valencia
002375	000	10/1/2013 CIAC Westpark Waterline Unit 2S	Valencia
002376	000	10/1/2013 CIAC Westpark Waterline Unit 2N	Valencia
002377	000	10/1/2013 CIAC Westpark Waterline Unit 2N	Valencia
002378	000	10/1/2013 CIAC Westpark Waterline Unit 2N	Valencia
002379	000	10/1/2013 CIAC Westpark Waterline Unit 3N/3S	Valencia
002380	000	10/1/2013 CIAC Westpark Waterline Unit 3N/3S	Valencia
002381	000	10/1/2013 CIAC Westpark Waterline Unit 3N/3S	Valencia
002382	000	10/1/2013 CIAC Westpark Waterline Unit 4N/4S	Valencia
002383	000	10/1/2013 CIAC Westpark Waterline Unit 4N/4S	Valencia
002384	000	10/1/2013 CIAC Westpark Waterline Unit 4N/4S	Valencia
002385	000	10/1/2013 CIAC Westpark Waterline Unit 15N	Valencia
002386	000	10/1/2013 CIAC Westpark Waterline Unit 15N	Valencia
002387	000	10/1/2013 CIAC Westpark Waterline Unit 15S	Valencia
002388	000	10/1/2013 CIAC Westpark Waterline Unit 15S	Valencia
002389	000	10/1/2013 CIAC Westpark Waterline Unit 15N	Valencia
002390	000	10/1/2013 CIAC Westpark Waterline Unit 15S	Valencia
002391	000	10/1/2013 CIAC Westpark Waterline Unit 16S	Valencia
002392	000	10/1/2013 CIAC Westpark Waterline Unit 16S	Valencia
002393	000	10/1/2013 CIAC Westpark Waterline Unit 16S	Valencia
002394	000	10/1/2013 CIAC Westpark Waterline Unit 16N	Valencia
002395	000	10/1/2013 CIAC Westpark Waterline Unit 16N	Valencia
002396	000	10/1/2013 CIAC Westpark Waterline Unit 16N	Valencia
002398	000	12/1/2013 R/O System for Valencia Office	Valencia
002399	000	12/1/2013 GAST Hydro Tank Compressor	Valencia

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002400	000	10/1/2013	CIAC Westpark Tank & Booster Station	Valencia
002401	000	10/1/2013	CIAC Westpark Tank & Booster Station	Valencia
002402	000	10/1/2013	CIAC Westpark Infrastructure	Valencia
002403	000	10/1/2013	CIAC Westpark Infrastructure	Valencia
002404	000	10/1/2013	CIAC Westpark Infrastructure	Valencia
002405	000	10/1/2013	CIAC Westpark Waterlines 17S	Valencia
002406	000	10/1/2013	CIAC Westpark Waterlines 17S	Valencia
002407	000	10/1/2013	CIAC Westpark Waterlines 17S	Valencia
002408	000	10/1/2013	CIAC Westpark Waterlines 17N	Valencia
002409	000	10/1/2013	CIAC Westpark Waterlines 17N	Valencia
002410	000	10/1/2013	CIAC Westpark Waterlines 17N	Valencia
002411	000	10/1/2013	CIAC Westpark Hydrotank	Valencia
002412	000	10/1/2013	CIAC Westpark Tank 2	Valencia
002413	000	12/1/2013	Development Services Plan Review Costs	Valencia
002414	000	10/1/2013	CIAC - Meters Westpark (Assigned to Neptune) 1,112 meters	Valencia
002419	000	3/31/2014	5/8" Meters	Valencia
002420	000	3/31/2014	Riata Well Pump	Valencia
002421	000	3/31/2014	Pump-Lower Buckeye & Apache	Valencia
002422	000	3/31/2014	Buckeye North Piston Air compressor	Valencia
002423	000	3/31/2014	Blue Hills Booster Pump	Valencia
002424	000	3/31/2014	Blue Hills Tank Refurbishment	Valencia
002425	000	3/31/2014	3/4 IN Ball Valve Meter	Valencia
002426	000	6/30/2014	5/8" Meters	Valencia
002427	000	6/30/2014	2" Meters	Valencia
002428	000	6/30/2014	1 1/2" Meters	Valencia
002429	000	6/30/2014	Sonoran Vista Arsenic Treatment System Piping Improvements	Valencia
002430	000	6/30/2014	Sonoran Vista Arsenic Treatment System Improvements	Valencia
002431	000	6/30/2014	Sonoran Vista Pump and Control Valve	Valencia
002432	000	6/30/2014	Sonoran Vista Shallow Well Pump	Valencia
002433	000	6/30/2014	Miller Road Waterline	Valencia
002434	000	9/1/2014	CIAC Bales Storage Tank Phase	Valencia
002436	000	9/1/2014	CIAC Coronado Pipeline	Valencia
002438	000	9/1/2014	CIAC RID North Miller Road Line	Valencia
002439	000	8/1/2010	CIAC Miller Rd Pipeline DOV00-OFF-MLR	Valencia
002440	000	9/1/2014	CIAC Miller Rd Pipeline WES00-OFF-MLR	Valencia
002441	000	8/1/2013	CIAC Miller Rd Pipeline CMCHE-001-000	Valencia
002442	000	9/1/2014	CIAC Miller Rd Pipeline RVI00-OFF-MLR	Valencia
002443	000	9/1/2014	CIAC Peabody SUNPO-004-000	Valencia
002444	000	9/1/2014	CIAC Will and Park SUNPO-004-000	Valencia
002445	000	9/1/2014	CIAC Brennan SUNPO-02A-000	Valencia
002446	000	9/1/2014	CIAC Holt SUNPO-02B-000	Valencia
002447	000	9/1/2014	CIAC Will and Parker SUNPO-3AB-000	Valencia
002448	000	12/1/2014	New Water Main	Valencia
002449	000	12/1/2014	5/8" Meters	Valencia
002450	000	12/1/2014	3/4" Meters	Valencia
002451	000	12/1/2014	1" Meters	Valencia
002452	000	12/1/2014	2" Meters	Valencia
002453	000	12/1/2014	3" Meters	Valencia
002454	000	12/1/2014	DCU for Itron	Valencia
002455	000	12/1/2014	Evergreen Well Pump and Motor	Valencia
002456	000	12/1/2014	Electrical Components for Bales Generator	Valencia
002457	000	12/1/2014	SCADA Improvements	Valencia
002458	000	12/1/2014	SCADA Improvements	Valencia
002459	000	12/1/2014	Drive By Read Machine	Valencia
002460	000	12/1/2014	CIAC 7th & Alarcon - Steel Reservoir	Valencia

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002461	000	12/1/2014 CIAC 7th & Alarcon - Misc Yard Piping	Valencia
002462	000	12/1/2014 CIAC 7th & Alarcon - Enlarged Well Pump 40 HP	Valencia
002463	000	12/1/2014 CIAC 7th & Alarcon Booster Pump	Valencia
002464	000	12/1/2014 CIAC Electrical upgrade - 7th & Alarcon	Valencia
002465	000	12/1/2014 CIAC Generator for Well Pump with Automatic Transfer Switch	Valencia
002466	000	12/1/2014 CIAC Block Wall & Trees - 7th & Alarcon	Valencia
002467	000	12/1/2014 CIAC Reservoir Foundation with ABC and Ring	Valencia
002468	000	12/1/2014 CIAC 629 feet of pipe - 7th & Alarcon	Valencia
002469	000	12/1/2014 CIAC VWC Water Master Plan Report	Valencia
002470	000	12/1/2014 CIAC Santarra - Southern Rd. 5,100 Pipeline to Miller	Valencia
002471	000	12/1/2014 CIAC Santarra Onsite Waterlines Distribution System	Valencia
002472	000	12/1/2014 CIAC Santarra 311 1 service line and 3 2" service lines	Valencia
002473	000	12/1/2014 CIAC Santarra 3 fire hydrants on Southern Rd 5100' pipeline Miller Rd	Valencia
002474	000	12/1/2014 CIAC 22 fire hydrants for Santarra substation	Valencia
002475	000	12/1/2014 CIAC Checker Auto Fire Pump upgraded with new impeller	Valencia
000004	000	5/4/1992 LAND - BULFER WELLSITE	WUGB
000005	000	5/4/1992 LAND SWT I WELLSITE 295TH AVE	WUGB
000006	000	5/4/1992 LAND SWT I WELLSITE 291 & MCDO	WUGB
000007	000	5/4/1992 LAND SWT I WELLSITE 295TH AVE	WUGB
000008	000	5/4/1992 LAND SWT II WELLSITE 175TH DR	WUGB
000009	000	5/4/1992 LAND SWT II WELLSITE 175 AVE	WUGB
000010	000	5/4/1992 STRUCTURES & IMPROVEMENTS (X)	WUGB
000011	000	5/4/1992 STRUCTURES & IMPROVEMENTS (X)	WUGB
000012	000	5/4/1992 STRUCTURES & IMPROVEMENTS (X)	WUGB
000013	000	5/4/1992 STRUCTURES & IMPROVEMENTS (X)	WUGB
000014	000	5/4/1992 STRUCTURES & IMPROVEMENTS (X)	WUGB
000015	000	5/4/1992 STRUCTURES AND IMPROVEMENTS (X)	WUGB
000016	000	5/4/1992 WELLS & SPRINGS (X)	WUGB
000017	000	5/4/1992 Wells & Springs-SWT #1 (X)	WUGB
000018	000	5/4/1992 WELLS & SPRINGS - SWT II (X)	WUGB
000019	000	5/4/1992 WELLS & SPRINGS - SWT II (X)	WUGB
000034	000	7/7/1993 EPE - SW#1 10HP BOOSTER PUMP (X)	WUGB
000036	000	4/3/1993 HYPOCHLORINATOR	WUGB
000037	000	5/4/1992 2,000gal Pressure Tank (X)	WUGB
000038	000	5/4/1992 13,000gal Storage Tank (X)	WUGB
000039	000	10/15/1991 5000gal Storage Tank	WUGB
000040	000	10/15/1991 10,000gal Storage Tank	WUGB
000041	000	10/15/1991 1000gal Pressure Tanks	WUGB
000042	000	10/15/1991 5000gal Storage Tank	WUGB
000043	000	10/15/1991 10,000gal Storage Tank	WUGB
000044	000	10/15/1991 1000gal Pressure Tank	WUGB
000045	000	10/15/1991 15,000gal Storage Tank	WUGB
000046	000	10/15/1991 15,000gal Storage Tank	WUGB
000047	000	10/15/1991 15,000gal Storage Tank	WUGB
000048	000	10/15/1991 2000gal Storage Tank	WUGB
000049	000	10/15/1991 2000gal Pressure Tanks	WUGB
000050	000	5/4/1992 6 PVC - 5220' (X)"	WUGB
000051	000	5/4/1992 2 PVC - 500' (X)"	WUGB
000052	000	10/15/1991 Trans & Dist Mains	WUGB
000053	000	10/15/1991 Trans & Dist Mains	WUGB
000054	000	10/15/1991 Trans & Dist Mains	WUGB
000055	000	10/15/1991 Trans & Dist Mains	WUGB
000056	000	10/15/1991 Trans & Dist Mains	WUGB
000057	000	10/15/1991 Trans & Dist Mains	WUGB

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000058	000	10/15/1991 Services SW #1 (X)	WUGB
000059	000	10/15/1991 Services SW #2 (X)	WUGB
000065	000	5/4/1992 Wellsite-Bulfer	WUGB
000066	000	1/4/1994 SW#1 - 5HP PUMP MOTOR	WUGB
000067	000	7/20/1994 SW#1 PUMP END 3HP SIGN 2000	WUGB
000068	000	8/31/1994 SW#1 - 100 MAG STARTER 1-3/4	WUGB
000070	000	2/4/1994 Move Tank SWT II	WUGB
000071	000	2/22/1995 ELECTRIC PUMPING EQUIPMENT	WUGB
000072	000	3/13/1995 2 Sensus Turbine Meters	WUGB
000073	000	8/17/1995 2 CONTRACTORS ON BOOSTER PUMP	WUGB
000074	000	8/9/1995 2 GALV. PIPE"	WUGB
000075	000	9/30/1995 WELL WPE DWR #55-800947	WUGB
000081	000	12/31/1995 Meters	WUGB
000082	000	1/1/1996 Tanks-WPE X,XI,XII	WUGB
000083	000	1/1/1996 ELECT. PUMP EQUIP. - WPE	WUGB
000084	000	1/1/1996 STRUCTURES AND IMPROVEMENTS	WUGB
000085	000	1/1/1996 ELECT. PUMPING EQUIP - WPE	WUGB
000086	000	1/1/1996 T&D Mains-WPE X,XI,XII	WUGB
000088	000	1/1/1996 LAND & LAND RIGHTS - WPE	WUGB
000089	000	1/1/1996 WELLS & SPRINGS - WPE	WUGB
000090	000	1/1/1996 T&D Mains-WPE X,XI,XII	WUGB
000091	000	3/11/1996 PIPELINE PROJECT SW#1	WUGB
000092	000	3/7/1996 PIPELINE PROJECT	WUGB
000093	000	3/31/1996 PIPELINE ON VAN BUREN	WUGB
000094	000	2/5/1996 APPROVAL FOR H2O LINE EXTENSIO	WUGB
000095	000	2/5/1996 Permit Water Line Extension	WUGB
000096	000	3/19/1996 Pipeline Project	WUGB
000097	000	3/23/1996 Pipeline Project	WUGB
000098	000	3/12/1996 Pipeline Project	WUGB
000099	000	3/26/1996 Pipeline Project	WUGB
000100	000	1/31/1996 Meters/lids	WUGB
000101	000	4/4/1996 New Pipeline Project	WUGB
000102	000	3/19/1996 NEW PIPELINE PROJECT	WUGB
000103	000	5/31/1996 3 6 GATE VALVES"	WUGB
000104	000	5/31/1996 6 FLANGED GATE VALVES"	WUGB
000105	000	1/1/1996 6X6 MJX FLANGES T	WUGB
000106	000	5/31/1996 5 SADDLES 6 X 3/4"	WUGB
000107	000	5/31/1996 METER LIDS & BOTTOMS	WUGB
000108	000	5/31/1996 4 VALVE BOX COVERS	WUGB
000109	000	5/31/1996 3 3/4 COPPER CORPUS"	WUGB
000110	000	5/31/1996 3 3/4 ANGLE STOPS"	WUGB
000111	000	5/31/1996 Meters	WUGB
000112	000	8/1/1996 Meters	WUGB
000113	000	11/4/1996 7 1/2 BERKLEY BOOSTER PUMP	WUGB
000114	000	10/18/1996 CONTROL PANEL REPLACEMENT	WUGB
000115	000	9/30/1996 1/8X4 H.R. Flat Ring	WUGB
000116	000	11/1/1996 Tank Relocation Materials	WUGB
000117	000	10/28/1996 Relocate Storage Tank	WUGB
000118	000	11/11/1996 Rent Kaubota w/backhoe	WUGB
000119	000	11/5/1996 3 Brass Gate/3" Gate 90"	WUGB
000120	000	11/7/1996 Storage Tank Materials	WUGB
000121	000	12/30/1996 Wire in Tanks	WUGB
000122	000	11/7/1996 Storage Tank Materials	WUGB
000123	000	4/11/1997 FENCE AT 295TH AVE AND ROOSEVE	WUGB
000124	000	1/24/1997 1/2 HP AIR COMPRESSOR	WUGB

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000125	000	8/27/1997	1/2HP AIR COMPRESSOR	WUGB
000126	000	4/7/1997	3 29' 1" Bore-min."	WUGB
000127	000	8/23/1997	Parts-Rebuild Transmission Line	WUGB
000128	000	10/14/1997	BACKHOE FOR WATERLINE IMPROV	WUGB
000129	000	10/17/1997	PARTS USED TO IMPROVE WATERLIN	WUGB
000130	000	4/28/1998	HR Electrician/pump controls	WUGB
000131	000	4/30/1998	AIAC Maricopa Cnty Develope Permit	WUGB
000132	000	4/30/1998	AIAC Maricopa Cnty Permit	WUGB
000133	000	4/30/1998	AIAC Elect service install wellsite	WUGB
000134	000	4/30/1998	AIAC Electrical services	WUGB
000135	000	4/30/1998	AIAC Tartan electrical services	WUGB
000136	000	4/30/1998	AIAC Tartan electrical services	WUGB
000137	000	4/30/1998	AIAC 80KW Standby diesel generator	WUGB
000138	000	4/30/1998	AIAC 140,000 gal Storage Tank	WUGB
000139	000	4/30/1998	AIAC 2500gal 75 PSI Pressure Tank	WUGB
000140	000	4/30/1998	AIAC Lifting pump skid/generator	WUGB
000141	000	4/30/1998	AIAC 8 & 4" parts"	WUGB
000143	000	4/30/1998	AIAC 610hp 230V air rite compressor	WUGB
000144	000	4/30/1998	AIAC Manhole pump station-pipe/valv	WUGB
000145	000	4/30/1998	AIAC Install underground piping	WUGB
000146	000	12/31/1999	AIAC 140,000 gal tank complete	WUGB
000147	000	4/30/1998	AIAC Electrical panel	WUGB
000148	000	4/30/1998	AIAC Concrete pads	WUGB
000149	000	4/30/1998	AIAC Pump station	WUGB
000150	000	4/30/1998	AIAC Spread gravel at wellsite	WUGB
000151	000	4/30/1998	AIAC Fence surrounding wellsite	WUGB
000152	000	4/30/1998	AIAC 8 C900 PVC-2583 LF"	WUGB
000153	000	4/30/1998	AIAC 4 C900 PVC-522 LF"	WUGB
000154	000	4/30/1998	AIAC 390 B Blowoff 4 EA	WUGB
000155	000	4/30/1998	AIAC Hydrant Complete - 5 EA	WUGB
000156	000	12/31/1999	AIAC 8 Valve box cover 6 EA"	WUGB
000157	000	4/30/1998	AIAC 4 Valve box cover"	WUGB
000158	000	4/30/1998	AIAC 8 Vertical Alignment- 1 EA"	WUGB
000159	000	4/30/1998	AIAC 1 Service - 24 EA"	WUGB
000160	000	4/30/1998	AIAC Meters installed	WUGB
000161	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000162	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000163	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000164	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000165	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000166	000	4/30/1998	AIAC Consulting fee-pro rata share	WUGB
000167	000	12/31/1999	AIAC Consulting fee-pro rata share	WUGB
000168	000	5/21/1998	Fence around Bulfer wellsite	WUGB
000169	000	5/26/1998	Install used stroage tank	WUGB
000170	000	7/20/1998	Motor5hp230V/5hp pump Berkeley	WUGB
000171	000	1/1/1998	Meters/lids installed	WUGB
000172	000	1/1/1998	Meters/lids installed	WUGB
000173	000	4/30/1998	Meters/lids installed	WUGB
000174	000	4/30/1998	Meters/lids installed	WUGB
000175	000	12/28/1998	Pressure switch/labor	WUGB
000176	000	1/1/1998	Audit Adj. - ACC 1997	WUGB
000177	000	8/31/1999	AIAC Water mains Primrose Phase II	WUGB
000178	000	1/31/1999	Pipe installed	WUGB
000179	000	2/28/1999	Water mains WPE XI,XII PhasIII	WUGB
000180	000	8/31/1999	AIAC Services Primrose Phasell	WUGB

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000181	000	8/28/1999	Services WPE XI,XII Phaselll	WUGB
000182	000	12/31/1999	Meters installed Bulfer	WUGB
000183	000	12/31/1999	Meters/lids installed	WUGB
000184	000	12/31/1999	Meters/lids installed	WUGB
000185	000	8/31/1999	AIAC Hydrants-Primrose II	WUGB
000186	000	2/28/1999	Hydrants WPE Phase III	WUGB
000187	000	12/31/1999	Meters/lids installed	WUGB
000188	000	5/5/2000	P2 Booster Mag install/upgrade	WUGB
000189	000	7/7/2000	Service Line-installation	WUGB
000190	000	7/31/2000	Service Line-installation	WUGB
000191	000	4/30/2000	1 1/2 Neptune Meter"	WUGB
000192	000	4/30/2000	1 1/2 Neptune Meter"	WUGB
000193	000	10/31/2000	Meters/lids installed	WUGB
000194	000	10/31/2000	Meters/lids installed	WUGB
000195	000	10/31/2000	Meters/lids installed-12	WUGB
000196	000	1/31/2001	Upgrade Pump Well #1	WUGB
000197	000	4/1/2001	Electrical box, Mercoid switch	WUGB
000198	000	10/1/2001	7.5 Booster Pump	WUGB
000199	000	10/1/2001	15HP Booster Pump	WUGB
000200	000	12/1/2001	Chlorinator Model 3015	WUGB
000201	000	3/1/2001	New Services	WUGB
000202	000	8/31/2001	New Services	WUGB
000203	000	12/31/2001	Meters, boxes/lids Installed 10	WUGB
000204	000	12/31/2001	Meters, boxes/lids Installed 6	WUGB
000205	000	12/31/2001	Meters, boxes/lids Installed 14	WUGB
000206	000	3/31/2001	Main Line connection-Goodyear	WUGB
000207	000	7/9/2002	5HP Motor & 50gpm5HP pumpend	WUGB
000208	000	10/31/2002	1 1/2 Turbo 160 Body L/STR"	WUGB
000209	000	5/22/2002	6 Trans kit, 6"valve box	WUGB
000210	000	9/30/2002	Meter Install	WUGB
000211	000	9/30/2002	Meter Install	WUGB
000212	000	10/31/2003	AIAC Land Sonoran Ridge Well Site	WUGB
000213	000	10/31/2003	AIAC Well Sonoran Ridge	WUGB
000214	000	10/16/2003	Warricks, pump starter, timer	WUGB
000215	000	10/31/2003	AIAC Pressure Tank 5,000 gals.	WUGB
000216	000	10/31/2003	AIAC Pumping Equipment	WUGB
000217	000	11/6/2003	Chlorinator Units	WUGB
000218	000	9/30/2003	SWII Storage Tank Upgrade	WUGB
000219	000	10/31/2003	AIAC 250,000gal Storage Tank	WUGB
000220	000	10/31/2003	AIAC Storage Tank Prep	WUGB
000221	000	10/31/2003	AIAC Main Waterlines	WUGB
000222	000	1/22/2003	New Service	WUGB
000223	000	3/31/2003	New Services	WUGB
000224	000	10/31/2003	AIAC Block Wall Sonoran Ridge Well	WUGB
000227	000	1/22/2004	new Warrick and Baldor motor 1/2hp	WUGB
000228	000	2/10/2004	installed 10hp booster pump & 25hp booster pump	WUGB
000229	000	2/10/2004	magnetic coil 60hz & Warrick controls	WUGB
000230	000	2/10/2004	replace ATS display membrane, block heater, coolant, etc.	WUGB
000231	000	4/21/2004	upgrade motor- Baldor motor 7.5hp & Goulds repair kit	WUGB
000232	000	11/11/2004	upgrade - new motor w/adaptor & bronze fitted cent	WUGB
000233	000	3/18/2004	chlorinators	WUGB
000234	000	5/17/2004	pressure tank upgrade	WUGB
000235	000	5/17/2004	pressure tank upgrade	WUGB
000236	000	5/17/2004	pressure tank upgrade	WUGB
000237	000	5/17/2004	pressure tank upgrade	WUGB

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000239	000	6/30/2004	Feldman AIAC	WUGB
000240	000	8/31/2004	capitalize inter-connect pipeline	WUGB
000241	000	12/31/2004	capitalize meters	WUGB
000242	000	12/31/2004	capitalize labor for meter installs	WUGB
000243	000	1/6/2004	fire hydrant water flow and pressure capacity test	WUGB
000251	000	1/12/2005	Sweetwater I tv camera	WUGB
000252	000	2/7/2005	Sweetwater 1 pump pulled for upgrade	WUGB
000253	000	2/7/2005	labor to upgrade generator and replace transfer switch	WUGB
000254	000	2/28/2005	labor for installing SWII booster pump	WUGB
000255	000	4/7/2005	SWII upgrade Warrick	WUGB
000256	000	4/7/2005	SWII upgraded Warrick	WUGB
000257	000	4/13/2005	rebuild elect @ Bulfer, convert from PLC to PSI switch pump control	WUGB
000258	000	4/13/2005	Bulfer elect upgrades	WUGB
000259	000	4/13/2005	Bulfer elect upgrades, coil replacement kit	WUGB
000260	000	6/15/2005	upgrade to electrical pump equipment- SWII transformer	WUGB
000261	000	6/30/2005	Primrose upgrade PB p2, pb box A, pb front A	WUGB
000262	000	7/31/2005	pump, compressor, oil, air compressor, filter, oil removal	WUGB
000263	000	8/4/2005	SWII upgrades- labor	WUGB
000264	000	8/4/2005	SWII install customer booster	WUGB
000265	000	9/6/2005	Bulfer/Primrose facility upgrade	WUGB
000266	000	10/5/2005	Warrick- Sonoran Ridge and Primrose	WUGB
000267	000	11/28/2005	Berkley 30hp pumpend, Franklin motor 30hp, cing, 6 cooling shroud fuse	WUGB
000268	000	11/28/2005	Labor for Sun Valley	WUGB
000269	000	12/31/2005	Sun Valley- 1G4DO warrick	WUGB
000270	000	7/31/2005	Compliance - sampling station 3/4	WUGB
000271	000	12/31/2005	capitalize meters installed 2005	WUGB
000272	000	12/31/2005	capitalize labor to install meters	WUGB
000273	000	7/25/2005	mueller hydrant defender, barrel lock	WUGB
000277	000	12/31/2005	Treatment Equipment	WUGB
000278	000	5/19/2006	Fence WP 11 & 12 Expansion	WUGB
000279	000	6/30/2006	Pumping Equipment	WUGB
000280	000	8/31/2006	Pumping Equipment	WUGB
000281	000	5/2/2006	Water Treatment Equipment	WUGB
000282	000	11/30/2006	T & D Mains	WUGB
000283	000	11/30/2006	Other Plant	WUGB
000284	000	11/30/2006	Tools	WUGB
000285	000	12/29/2006	Bulfer #2 Booster Pump	WUGB
000286	000	12/15/2006	Oarts for Bulfer Compliance	WUGB
000287	000	12/31/2006	T & D Mains	WUGB
000288	000	12/31/2006	Backflow Preventors	WUGB
000289	000	1/31/2007	Tank Level Controls - Sonoran Ridge Pump Station	WUGB
000290	000	1/31/2007	Install Blowoffs in Sweetwater II	WUGB
000291	000	2/15/2007	Sonoran Ridge Fence	WUGB
000292	000	2/21/2007	Sweetwater Blow Off Valves	WUGB
000293	000	2/22/2007	Air Release Valve	WUGB
000294	000	2/28/2007	T & D Mains 177th Ave	WUGB
000295	000	2/28/2007	T & D Mains - Lynnwood	WUGB
000296	000	3/29/2007	Mercoid Switches (2)	WUGB
000297	000	3/31/2007	Omni-Site Communication Equip	WUGB
000298	000	3/22/2007	XR50+ Well Alarm	WUGB
000299	000	3/27/2007	Alarm System Site Work	WUGB
000300	000	3/31/2007	Photoelectric Sensors	WUGB
000302	000	4/13/2007	Sonoran Ridge Security Fence	WUGB
000303	000	4/20/2007	Electrical for Omni Telemetry System	WUGB
000304	000	4/1/2007	Motorhead Leads	WUGB

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000306	000	5/21/2007 T & D Mains	WUGB
000307	000	6/5/2007 Acrylic Sight Glass Tube	WUGB
000308	000	6/12/2007 T & D Mains	WUGB
000309	000	1/22/2007 Control Panel Wiring	WUGB
000310	000	5/14/2007 T & D Mains	WUGB
000311	000	8/10/2007 Pumping Equipment	WUGB
000312	000	9/12/2007 6 Hymax Coupling"	WUGB
000313	000	9/11/2007 T & D Mains	WUGB
000314	000	9/6/2007 T & D Mains	WUGB
000315	000	9/6/2007 T & D Mains	WUGB
000316	000	10/1/2007 Generator Vibration Sensor	WUGB
000317	000	10/1/2007 T & D Mains	WUGB
000318	000	10/1/2007 Pump, Compressor	WUGB
000319	000	11/1/2007 Fire Hydrant Extension	WUGB
000320	000	11/2/2007 Alarm Horn Switches	WUGB
000321	000	11/1/2007 T & D Mains	WUGB
000322	000	11/6/2007 T & D Mains	WUGB
000323	000	12/1/2007 Pumping Equipment	WUGB
000324	000	12/31/2007 Sonoran Ridge Arsenic	WUGB
000325	000	12/31/2007 Sweetwater #2 Arsenic	WUGB
000327	000	12/31/2007 Sonoran Ridge Arsenic	WUGB
000328	000	12/31/2007 Sweetwater #2 Arsenic	WUGB
000329	000	4/1/2008 T & D Mains	WUGB
000331	000	5/22/2008 Tool Set, Master. 39PC	WUGB
000332	000	6/6/2008 Pumping Equipment Relays	WUGB
000333	000	9/17/2008 Sonoran Ridge Arsenic	WUGB
000334	000	9/17/2008 Sweetwater Unit 2	WUGB
000335	000	10/1/2008 Sun Valley Landscape	WUGB
000336	000	12/31/2008 Pumping Equipment (R&T Drilling)	WUGB
000337	000	12/31/2008 SunValley Ranch Upgrade	WUGB
000338	000	12/31/2008 Sweetwater Unit 2 Upgrade	WUGB
000339	000	12/31/2008 Sonoran Ridge Arsenic Program	WUGB
000340	000	12/31/2008 Sweetwater Unit 2 Blending	WUGB
000341	000	12/31/2008 Sonoran Ridge Arsenic Program	WUGB
000343	000	2/28/2009 Sweetwater Unit 2 Blending	WUGB
000346	000	3/31/2009 Sweetwater Unit 2	WUGB
000347	000	3/31/2009 Injection System Adjustment	WUGB
000348	000	12/31/2009 Injection System Adjustment	WUGB
000349	000	9/30/2009 Sonoran Ridge Arsenic	WUGB
000351	000	12/31/2009 SunValley Ranch Upgrade	WUGB
000352	000	12/31/2009 Sonoran Ridge Arsenic	WUGB
000353	000	12/31/2009 Greater Buckeye AMR	WUGB
000354	000	12/31/2009 Water Sampling Station	WUGB
000355	000	12/31/2009 5/8" Meters (MSPS 260075-00)	WUGB
000356	000	12/31/2009 5/8" Meters (MSPS 260075-00)	WUGB
000357	000	12/31/2009 5/8" Meters (MSPS 254438-00)	WUGB
000358	000	12/31/2009 5/8" Meters (MSPS 254438-00)	WUGB
000359	000	1/31/2010 Bell Wraps (634-08-500-36AA)	WUGB
000360	000	2/28/2010 5/8" Meters (MSPS 263063-00)	WUGB
000361	000	2/28/2010 5/8" Meters (MSPS 262696-00)	WUGB
000362	000	1/31/2010 Greater Buckeye AMR (63408004)	WUGB
000363	000	7/31/2010 MCL Nitrate Exceedance Project	WUGB
000364	000	8/31/2010 SunShade Structure	WUGB
000365	000	8/31/2010 Control Board	WUGB
000366	000	8/31/2010 Circuit Board	WUGB

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000376	000	12/31/2010	Sonoran ridge Pump	WUGB
000377	000	12/31/2010	Sun Valley WPE	WUGB
000378	000	12/31/2010	Sun Valley WPE	WUGB
000379	000	12/31/2010	Meters & Service	WUGB
000380	000	12/31/2010	Meters	WUGB
000381	000	12/31/2010	5/8" Meters	WUGB
000382	002	6/30/2011	Main Upgrades	WUGB
000383	000	12/1/2011	SCADA	WUGB
000384	000	12/1/2011	Bulfer Primrose	WUGB
000385	000	12/1/2011	Sweetwater 2 Signage	WUGB
000387	000	4/1/2012	Cap Copper tubing	WUGB
000436	000	12/31/2012	Omni SmartLight Visual Alarm Light	WUGB
000437	000	12/31/2012	Sonoran Ridge Air Compressor	WUGB
000444	000	2/28/2007	Sweetwater Electrical Upgrade	WUGB
000445	000	12/31/2005	Water Tank relocated SW1	WUGB
000447	000	9/30/2013	Sun Valley WPE Transfer Switches	WUGB
000448	000	9/30/2013	Meters	WUGB
000449	000	9/30/2013	Sonoran Ridge Pump Replacement	WUGB
000450	000	9/30/2013	Pipeline Improvements	WUGB
000452	000	9/30/2013	SCADA Upgrade (Buckeye Portion)	WUGB
000453	000	8/8/2013	Sun Valley - 6 inch wafer style check valve	WUGB
000454	000	8/9/2013	Sun Valley - 6 inch wafer style check valve	WUGB
000455	000	8/1/2013	CAP Franklin Sub Motor	WUGB
000457	000	12/1/2013	Sonoran Ridge NaOCI Pump	WUGB
000458	000	12/1/2013	Meters	WUGB
000459	000	12/1/2013	Bulfer Valves And Pipes	WUGB
000465	000	9/30/2013	Antenna Whip for Drive by Unit	WUGB
001384	000		2004 Chevy Silverado (GW0402) 1GCEC14V24Z286363	VWC
000326	000		2005 Chevy Silverado (GW0503) 1GCEC14X05Z189231	VWC
000326	000		2005 Chevy Silverado (GW0506) 1GC3C19T75Z334268	VWC
000242	000		2005 Chevy Silverado (GW0508) 1GCEC19X45Z256955	VWC
000326	000		2006 Chevy Silv. Serv. Body (GW0611) 1GBHC24U663218625	VWC
001002	000		2007 Chevy Silverado (GW0707) 2GCEC190071730649	VWC

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Schedule 2.1(b) Assigned Contracts

Type/ID	Title	Executed	Parties	Status
Line Extension Agreements	Line Extension Agreements and Similar	Various	Various	Line extension agreements are listed specifically on Schedule 2.1 (c), incorporated herein by reference.
Ground Lease	Lease of Property	9/1/2005	Union Pacific Railroad Company and West Maricopa Combine, Inc.	In effect. Consent to assignment required.
Water Rights	Central Arizona Water Conservation District Agreements for CAP Water	Various	Various	Water right agreements are listed specifically on Schedule 2.1(h), incorporated herein by reference. Consent to assignment is required.
Contracts with customers	Bulk Water Services Agreement between Valencia Water Company, Inc., the Town of Buckeye, and Westpark One, LLC	1/19/2010	Valencia Water Company, Inc., Westpark One, LLC, and the Town of Buckeye, Arizona	In effect.
CAGR D Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Primrose Estates, Phases I, II, and III Regarding Membership in the Central Arizona Groundwater Replenishment District	1/23/1997	Central Arizona Water Conservation District, Don H. Bennett, Robert G. Coker, and Primrose M. Coker, and Water Utility of Greater Buckeye, Inc.	In effect.
CAGR D Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Sonoran Ridge Estates Unit 1 Regarding Membership in the Central Arizona Groundwater Replenishment District	8/2/2000	Central Arizona Water Conservation District, Sonoran Ridge Estates, L.L.C., and Water Utility of Greater Buckeye	In effect.
CAGR D Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Buckeye Park regarding Membership in the Central Arizona Groundwater Replenishment District	8/17/2000	Central Arizona Water Conservation District, Bonanza Investment Corporation, and Valencia Water Company, Inc.	In effect.

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CAGRD Municipal Provider	Settlement Agreement and Notice of Municipal Provider Reporting Requirements for Sunset Point regarding Membership in the Central Arizona Groundwater Replenishment District	10/2/2000	Central Arizona Water Conservation District, Buckeye 103, L.L.C., and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Dove Cove Estates regarding Membership in the Central Arizona Groundwater Replenishment District	2/28/2001	Central Arizona Water Conservation District, AWI L.L.C., and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Blue Hills regarding Membership in the Central Arizona Groundwater Replenishment District	2/28/2001	Central Arizona Water Conservation District, Blue Hills L.L.C., and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Rancho Vista Regarding Membership in the Central Arizona Groundwater Replenishment District	4/12/2001	Central Arizona Water Conservation District, Arizona Machinery Co., and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Sonoran Ridge Estates Unit 2 Regarding Membership in the Central Arizona Groundwater Replenishment District	7/3/2001	Central Arizona Water Construction District, First American Title Insurance Company, and Water Utility of Greater Buckeye, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Estrella Vista Regarding Membership in the Central Arizona Groundwater Replenishment District	7/29/2002	Central Arizona Water Conservation District, Estrella Vista Investors, LLC, Valencia Water Company	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Sonoran Ridge Estates Unit 3 regarding Membership in the Central Arizona Groundwater Replenishment District	8/1/2002	Central Arizona Water Conservation District, Binu Verma, M.D. and Kuldip S. Verma as Trustees of the Binu Verma, M.D., S.C. Employees' Profit Sharing Retirement Plan, and Water Utility of Greater Buckeye	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Montana Vista Regarding Membership in the Central Arizona Groundwater Replenishment District	3/5/2003	Central Arizona Water Conservation District, Apache 70 Investors, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Sunset Point II Regarding Membership in the Central Arizona Groundwater Replenishment District	7/30/2003	Central Arizona Water Conservation District, Elliott Homes, Inc., Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Miller Manor Phase 1 Regarding Membership in the Central Arizona Groundwater Replenishment District	8/4/2003	Central Arizona Water Conservation District, SW Buckeye, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Riata West Regarding Membership in the Central Arizona Groundwater Replenishment District	12/19/2003	Central Arizona Water Conservation District, Riata West, LLC, and Marionneaux Family LTD Partnership, Valencia Water Company	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Buckeye 320 Phase 1 Regarding Membership in the Central Arizona Groundwater Replenishment District	12/19/2003	Central Arizona Water Conservation District, Voyager/APEX Skousen Venture, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 15S Regarding Membership in the Central Arizona Groundwater Replenishment District	3/23/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 2S Regarding Membership in the Central Arizona Groundwater Replenishment District	3/24/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 2N Regarding Membership in the Central Arizona Groundwater Replenishment District	3/24/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 15N Regarding Membership in the Central Arizona Groundwater Replenishment District	3/30/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 16N Regarding Membership in the Central Arizona Groundwater Replenishment District	4/8/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 16S Regarding Membership in the Central Arizona Groundwater Replenishment District	4/8/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 17N Regarding Membership in the Central Arizona Groundwater Replenishment District	4/23/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 1 Regarding Membership in the Central Arizona Groundwater Replenishment District	4/23/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 17S Regarding Membership in the Central Arizona Groundwater Replenishment District	4/23/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 3S Regarding Membership in the Central Arizona Groundwater Replenishment District	6/22/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 3N Regarding Membership in the Central Arizona Groundwater Replenishment District	6/22/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 4N Regarding Membership in the Central Arizona Groundwater Replenishment District	6/22/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westpark Phase 1, Parcel 4S Regarding Membership in the Central Arizona Groundwater Replenishment District	8/31/2004	Central Arizona Water Conservation District, Azpropertyco Holdings, LLC, Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Miller Manor Phase 2 and 3 Regarding Membership in the Central Arizona Groundwater Replenishment District	8/31/2004	Central Arizona Water Conservation District, Dadee Enterprises, LLC, Fiaba Enterprises, Inc., Valencia Water Company	In effect.

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CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Watson Estates, Parcels 1-10 Regarding Membership in the Central Arizona Groundwater Replenishment District	8/10/2005	Central Arizona Water Conservation District, Stotz Farms, Inc., Arizona Machinery Group, Inc., Desert Sonora Company, and Valencia Water Company	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Anderson Parc Regarding Membership in the Central Arizona Groundwater Replenishment District	12/5/2005	Central Arizona Water Conservation District, Buckeye 60, LLC, Valencia Water Company	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Tyler Ranch Regarding Membership in the Central Arizona Groundwater Replenishment District	12/27/2005	Central Arizona Water Conservation District, Buckeye 50, LLC, and Valencia Water Company	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Apache Farms Regarding Membership in the Central Arizona Groundwater Replenishment District	1/9/2006	Central Arizona Water Conservation District, Evergreen-Apache & Broadway, LLC, Valencia Water Company	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Miller Park regarding Membership in the Central Arizona Groundwater Replenishment District	1/17/2006	Central Arizona Water Conservation District, Scott Homes II, L.L.C., and Valencia Water Company, Inc.	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Desert Moons Estates Regarding Membership in the Central Arizona Groundwater Replenishment District	4/11/2006	Central Arizona Water Conservation District, Azpro Developments, Inc., and Valencia Water Company	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for The Village at Sundance Phase 1,2, & 3 Regarding Membership in the Central Arizona Groundwater Replenishment District	5/9/2006	Central Arizona Water Conservation District, Buena Vista 170, LLC, and Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Crystal Vista regarding Membership in the Central Arizona Groundwater Replenishment District	5/30/2006	Central Arizona Water Conservation District, Intercontinental Development and Consulting, LLC, and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Cotton Meadows Regarding Membership in the Central Arizona Groundwater Replenishment District	6/29/2006	Central Arizona Water Conservation District, Richard & Annette Napalitano, Marionneaux Family Trust, Napalitano Family Trust, and Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Miller Buckeye 80 regarding Membership in the Central Arizona Groundwater Replenishment District	8/30/2006	Central Arizona Water Conservation District, Westmark Buckeye 80, LLC, and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Montana Vista Regarding Membership in the Central Arizona Groundwater Replenishment District	9/11/2006	Central Arizona Water Conservation District, Leporidae Investments, LLC, and Water Utility of Greater Buckeye, Inc.	In effect.

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CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Copper Falls regarding Membership in the Central Arizona Groundwater Replenishment District	9/21/2006	Central Arizona Water Conservation District, GMAC Model Home Finance, LLC, as successor by statutory conversion to GMAC Model Home Finance, Inc. Triyar Buckeye Holdings, LLC, and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Copper Falls Regarding Membership in the Central Arizona Groundwater Replenishment District	9/21/2006	Central Arizona Water Conservation District, GMAC Model Home Finance, LLC, Tiyar Buckeye Holdings, LLC, and Valencia Water Company	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Mystic Vista regarding Membership in the Central Arizona Groundwater Replenishment District	10/27/2006	Central Arizona Water Conservation District, CHI Construction Company, and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Vista Bonita regarding Membership in the Central Arizona Groundwater Replenishment District	1/27/2007	Central Arizona Water Conservation District, Sapphire, LLC dba Sapphire AZ, LLC, and Valencia Water Company, Inc.	In effect.
CAGRD Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Vista Bonita regarding Membership in the Central Arizona Groundwater Replenishment District	1/27/2007	Central Arizona Water Conservation District, Sapphire, LLC dba Sapphire AZ, LLC, and Valencia Water Company, Inc.	In effect.

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CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westwind Parcels 1-B, 1C, and 1-D Regarding Membership in the Central Arizona Groundwater Replenishment District	3/8/2007	Central Arizona Water Conservation District, CM Westwind, LLC, and Water Utility of Greater Buckeye, Inc.	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Westwind Parcels 1-A and 1-E Regarding Membership in the Central Arizona Groundwater Replenishment District	3/8/2007	Central Arizona Water Conservation District, CM Westwind, LLC, and Water Utility of Greater Buckeye, Inc.	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Hayden Estates regarding Membership in the Central Arizona Groundwater Replenishment District	3/19/2007	Central Arizona Water Conservation District, Stratland Enterprises of Buckeye, Inc., and Valencia Water Company, Inc.	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for San Mandera Regarding Membership in the Central Arizona Groundwater Replenishment District	5/30/2007	Central Arizona Water Conservation District, Fred B. & Judy A. Dickman, and Valencia Water Company	In effect.
CAGR Municipal Provider	Agreement and Notice of Municipal Provider Reporting Requirements for Monte Verde Parcels 1.1, 2.1, 2.2, 2.3, 2.4, 2.5, and 3.9 regarding Membership in the Central Arizona Groundwater Replenishment District	8/24/2009	Central Arizona Water Conservation District, Monte Verde Investments LLC, and Valencia Water Company, Inc.	In effect.

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Schedule 2.1(c) Line Extension Agreements

Type	Status	Utility Company	Executed	Party(ies)	Notes	Balance 12/31/14
JPA	N/A	Valencia Water Company, Inc.	N/A	ACIP-Apache Rd. Pipeline	ACIP amounts have been separated and moved to individual line items.	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	CIP	Funds transferred to Crystal Vista Phase 1 (\$348,789.19) and Sonoran Vista (\$348,789.18)	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	ACIP-LB/Ap. Booster Station	ACIP amounts have been separated and moved to individual line items.	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	ACIP-RID North Pipeline	ACIP amounts have been separated and moved to individual line items.	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	ACIP-SW Ap. Booster Situation	ACIP amounts have been separated and moved to individual line items.	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	ACIP-Well Group	ACIP amounts have been separated and moved to individual line items.	\$ -
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 39,204.35
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 55,327.23
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 172,968.49
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 7,780.71
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 104,330.34
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 60, LLC	Refunding is to be governed by on-site agreement. No on-site executed yet.	\$ 470,772.68
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Agreement -- \$3500/EDU	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Agreement -- \$3500/EDU	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Agreement -- \$3500/EDU	\$ -

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Schedule 2.1(c) Line Extension Agreements

JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Agreement -- \$3500/EDU	\$	-
N/A	CIAC	Valencia Water Company, Inc.	N/A		Move all Valencia Master Plan Payments to CIAC	\$	2,672.00
N/A	CIAC	Valencia Water Company, Inc.	N/A		Move all Valencia Master Plan Payments to CIAC	\$	(2,672.00)
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Agreement -- \$3500/EDU	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds moved to EDU Agreement -- Well Group Agmt (\$2600/EDU) Evergreen - Apache & Broadway, LLC for Apache Farms.	\$	-
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Broadway, LLC	Refunding is to be governed by the onsite agreement, no on-site has been executed. Side letter states on-site terms will be 7% for 22 years. AIAC refunds may be payable to Global, per side letter	\$	6,680.62
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Broadway, LLC	Refunding is to be governed by the onsite agreement, no on-site has been executed. Side letter states on-site terms will be 7% for 22 years. AIAC refunds may be payable to Global, per side letter	\$	179,235.50
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Broadway, LLC	Refunding is to be governed by the onsite agreement, no on-site has been executed. Side letter states on-site terms will be 7% for 22 years. AIAC refunds may be payable to Global, per side letter	\$	107,282.26
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Broadway, LLC	Refunding is to be governed by the onsite agreement, no on-site has been executed. Side letter states on-site terms will be 7% for 22 years. AIAC refunds may be payable to Global, per side letter	\$	8,980.23

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Broadway, LLC	Refunding is to be governed by the onsite agreement, no on-site has been executed. Side letter states on-site terms will be 7% for 22 years. AIAC refunds may be payable to Global, per side letter	\$	121,003.58
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds moved to EDU Agreement -- Well Group Agmt (\$2600/EDU) Evergreen - Apache & Broadway, LLC for Apache Farms.	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds moved to EDU Agreement -- Well Group Agmt (\$2600/EDU) Evergreen - Apache & Broadway, LLC for Apache Farms.	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds moved to EDU Agreement -- Well Group Agmt (\$2600/EDU) Evergreen - Apache & Broadway, LLC for Apache Farms.	\$	-
On-Site	Refunding	Valencia Water Company, Inc.	12/3/2008	Buckeye Elementary School District No. 33	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	7,500.00

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	Refunding	Valencia Water Company, Inc.	5/15/2006	Buckeye Elementary School District	Letter agreement did not contain refunding terms. Use terms of onsite agreement for Bales Elementary (MILBU-000-00F): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	41,181.27
Letter Agreement	Refunding	Valencia Water Company, Inc.	11/19/2001	Buckeye Elementary School District	Letter agreement did not contain refunding terms. Use terms of onsite agreement for Bales Elementary (MILBU-000-00F): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	14,251.25
Letter Agreement	N/A	Valencia Water Company, Inc.	N/A	Bales Storage Tank	Funds divided among participants in Bales Storage Tank Phase 1 Letter Agreement: Blue Hills, LLC - \$3975.91; Sunset Point - \$6300.50; Sunset Vista - \$4519.85; Dove Cove - \$2,205.88; Bales Elementary \$715.80	\$	(0.00)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	-

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	-

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	Refunding	Valencia Water Company, Inc.	11/19/2001	Buckeye Elementary School District 33	Letter agreement did not contain refunding terms. Use terms of onsite agreement for Bales Elementary (MILBU-000-00F): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	715.80
On-Site	Refunding	Valencia Water Company, Inc.	2/24/2009	Buckeye Elementary School District 33	See side letter in offsite agreement file regarding transfer of a water campus site not yet conveyed. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter install (11/09/09) as acceptance of the facilities.	\$	7,500.00
EDU	Refunding	Valencia Water Company, Inc.	11/17/2008	Buckeye Elementary School District 33	See side letter in offsite agreement file regarding transfer of a water campus site not yet conveyed. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter install (11/09/09) as acceptance of the facilities.	\$	343,200.00

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On-Site	Refunding	Valencia Water Company, Inc.	5/1/2009	Harkiran Bajwa, LLC	On-site privately owned. Use date of execution of agreement as date of conveyance/acceptance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company"	\$	7,500.00
EDU	Refunding	Valencia Water Company, Inc.	4/25/2008	Harkiran Bajwa, LLC	On-site privately owned. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. Use later of first meter installation or the execution of the agreement as the date of acceptance of the Facilities.	\$	50,050.00
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	(122,009.02)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	122,009.82
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	(238,400.92)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	238,400.92

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On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 419,533.04
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 4,500.00
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (8,434.28)
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (436,642.56)
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 122,364.00
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	BHC Homes LLC (45%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (63,600.00)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	Mission Land 2004 LLC (55%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	512,762.60
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	Mission Land 2004 LLC (55%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	5,500.00
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	Mission Land 2004 LLC (55%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(10,308.71)
On-Site	CIAC	Valencia Water Company, Inc.	6/16/1999	Mission Land 2004 LLC (55%)	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(533,674.09)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	(92,501.39)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	82,501.39

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Schedule 2.1(c) Line Extension Agreements

Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	N/A	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ 31,200.00
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Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	N/A	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ 600.00
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Schedule 2.1(c) Line Extension Agreements

JPA	2015 Refunds Be Valencia Water Company, Inc.	2/24/2003	Hodges Family Limited Partnership	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. "Effective Date" is defined as the date the agreement is approved by the ACC, which occurred 4/13/2005. Park View Plaza REH LLC purchased the property and an administrative fee to Valencia in 2006. However, there is no evidence in the file that the agreement was assigned by Hodges to Park View Plaza REH LLC.	\$ 44,734.21
JPA	2015 Refunds Be Valencia Water Company, Inc.	2/24/2003	Hodges Family Limited Partnership	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. "Effective Date" is defined as the date the agreement is approved by the ACC, which occurred 4/13/2005. Park View Plaza REH LLC purchased the property and an administrative fee to Valencia in 2006. However, there is no evidence in the file that the agreement was assigned by Hodges to Park View Plaza REH LLC.	\$ 76,234.03

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Schedule 2.1(c) Line Extension Agreements

JPA	2015 Refunds Be	Valencia Water Company, Inc.	2/24/2003	Hodges Family Limited Partnership	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. "Effective Date" is defined as the date the agreement is approved by the ACC, which occurred 4/13/2005. Park View Plaza REH LLC purchased the property and an administrative fee to Valencia in 2006. However, there is no evidence in the file that the agreement was assigned by Hodges to Park View Plaza REH LLC.	\$ 7,717.68
N/A	CIAC	Valencia Water Company, Inc.	N/A	Hodges Family Limited Partnership	Move all Valencia Master Plan Payments to CIAC	\$ 5,344.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Hodges Family Limited Partnership	Move all Valencia Master Plan Payments to CIAC	\$ (5,344.00)
On-Site	CIAC	Valencia Water Company, Inc.	1/26/2001	Creative Classics Company	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Correspondence in file indicates improvements were accepted approximately 10/10/2002, the date of the Approval of Construction.	\$ 294,135.68
On-Site	CIAC	Valencia Water Company, Inc.	1/26/2001	Creative Classics Company	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Correspondence in file indicates improvements were accepted approximately 10/10/2002, the date of the Approval of Construction.	\$ (5,761.67)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	1/26/2001	Creative Classics Company	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Correspondence in file indicates improvements were accepted approximately 10/10/2002, the date of the Approval of Construction.	\$ 23,698.00
On-Site	CIAC	Valencia Water Company, Inc.	1/26/2001	Creative Classics Company	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Correspondence in file indicates improvements were accepted approximately 10/10/2002, the date of the Approval of Construction.	\$ (312,072.01)
JPA	CIAC	Valencia Water Company, Inc.	1/12/2004	Spiker Holdings - Buckeye, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to temporary) water service to the Property; or (b) ten (10) years from the Effective Date.	\$ 8,890.00
On-Site	CIAC	Valencia Water Company, Inc.	9/26/2008	Spiker Holdings - Buckeye, LLC	No on-sites were ever conveyed. Refunds commence "July 1, 2004 continuing thereafter in each succeeding calendar year for a total of ten (10) years "	\$ (2,215.22)
On-Site	CIAC	Valencia Water Company, Inc.	9/26/2008	Spiker Holdings - Buckeye, LLC	No on-sites were ever conveyed. Refunds commence "July 1, 2004 continuing thereafter in each succeeding calendar year for a total of ten (10) years "	\$ 3,520.00

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	9/26/2008	Spiker Holdings - Buckeye, LLC	No on-sites were ever conveyed. Refunds commence "July 1, 2004 continuing thereafter in each succeeding calendar year for a total of ten (10) years "	\$	7,500.00
JPA	CIAC	Valencia Water Company, Inc.	1/12/2004	Spiker Holdings - Buckeye, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$	(40,949.51)
JPA	CIAC	Valencia Water Company, Inc.	1/12/2004	Spiker Holdings - Buckeye, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$	23,254.73
On-Site	CIAC	Valencia Water Company, Inc.	2/15/2001	Cholla Ranch, LP	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Correspondence in file indicates first refund was paid 2001.	\$	160,995.16
On-Site	CIAC	Valencia Water Company, Inc.	2/15/2001	Cholla Ranch, LP	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Correspondence in file indicates first refund was paid 2001.	\$	(28,196.02)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	2/15/2001	Cholla Ranch, LP	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Correspondence in file indicates first refund was paid 2001.	\$	3,432.00
On-Site	CIAC	Valencia Water Company, Inc.	2/15/2001	Cholla Ranch, LP	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Correspondence in file indicates first refund was paid 2001.	\$	(136,231.14)
EDU	Refunding	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter as acceptance date. Funds transferred from JPA to EDU Agreement. Watson Road SS, LLC 40% of Lower Buckeye & Apache Booster.	\$	40,856.63
EDU	TBD	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. On-site agreement has not yet been executed. Yuma -- Watson Crossing, LLC 60% of Lower Buckeye & Apache Booster IPA	\$	61,284.94
EDU	TBD	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. On-site agreement has not yet been executed. Yuma -- Watson Crossing, LLC 60% of Frv's Section 16 Pipeline.	\$	39,329.65
EDU	TBD	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. On-site agreement has not yet been executed. Yuma -- Watson Crossing, LLC 60% of Miller Rd Pipeline.	\$	13,454.92

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. On-site agreement has not yet been executed. Yuma -- Watson Crossing, LLC 60% of RID North Miller Road Line.	\$	24,639.82
JPA	N/A	Valencia Water Company, Inc.	1/10/2006		Funds moved to EDU Agreement -- Commercial surrounding Fry's Offsite Extension Agreement.	\$	-
JPA	N/A	Valencia Water Company, Inc.	4/18/2006		Funds moved to EDU Agreement -- Commercial surrounding Fry's Offsite Extension Agreement.	\$	-
JPA	N/A	Valencia Water Company, Inc.	1/25/2006		Funds moved to EDU Agreement -- Commercial surrounding Fry's Offsite Extension Agreement.	\$	-
JPA	N/A	Valencia Water Company, Inc.	1/13/2006		Funds moved to EDU Agreement -- Commercial surrounding Fry's Offsite Extension Agreement.	\$	-
EDU	Refunding	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter as acceptance date. Funds transferred from JPA to EDU Agreement. Watson Road SS, LLC 40% of Fry's Section 16 Pipeline.	\$	26,219.77
EDU	Refunding	Valencia Water Company, Inc.	4/11/2008	Yuma -- Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter as acceptance date. Funds transferred from JPA to EDU Agreement. Watson Road SS, LLC 40% of Miller Rd Line.	\$	8,969.95

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Schedule 2.1(c) Line Extension Agreements

EDU	Refunding	Valencia Water Company, Inc.	4/11/2008	Yuma – Watson Crossing, LLC and Watson Road SS, LLC	Determined by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Use date of first permanent meter as acceptance date. Funds transferred from JPA to EDU Agreement. Watson Road SS, LLC 40% of RID North Miller Road Line.	\$	16,426.55
On-Site	Refunding	Valencia Water Company, Inc.	11/26/2008	Watson Road SS, LLC	On-site infrastructure privately owned. Should vacate easement. Refunds begin with installation of meter on 11/23/2009. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
On-Site	TBD	Valencia Water Company, Inc.	9/12/2006	KB Home Phoenix Inc.	Refunds commence with the sale of water to permanent water customers residing on the property, and shall continue until either all advance have been paid or 10 years after the date the company accepts the last of the water-related facilities to be constructed. No funds received to date.	\$	-
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Miller & Southern, LLC	Refunding governed by Onsite side letter says that the onsite will be 7%/22yrs, See side letter in file, exhibit A: AIAC refunds may be payable to Global. Copper Falls was given a credit of	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$2600/EDU Agreement.	\$	-

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Cotton Meadows North, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A – refunds may be payable to the Company.	\$	264,460.32
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Cotton Meadows North, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A – refunds may be payable to the Company.	\$	128,824.67
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Cotton Meadows North, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A – refunds may be payable to the Company.	\$	10,074.88
JPA	N/A	Valencia Water Company, Inc.	N/A	Evergreen - Cotton Meadows North, LLC	Funds transferred to EDU Agreement – Well Group Agmt (\$2600/EDU) – Evergreen Cotton Meadows North, LLC	\$	-
JPA	CIAC	Valencia Water Company, Inc.	N/A		Move all Valencia Master Plan Payments to CIAC	\$	2,672.00
JPA	CIAC	Valencia Water Company, Inc.	N/A		Move all Valencia Master Plan Payments to CIAC	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$2600/EDU Agreement.	\$	-
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Southern, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A – refunds may be payable to the Company.	\$	1,430,813.25
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Southern, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A – refunds may be payable to the Company.	\$	73,966.77

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Apache & Southern, LLC	Refunding governed by on-site agreement; side letter says on-site will be 7% for 22 years. See also side Letter in file, Exhibit A -- refunds may be payable to the Company.	\$	15,692.53
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$2600/EDU Agreement.	\$	-
N/A	CIAC	Valencia Water Company, Inc.	N/A	Evergreen - Apache & Southern, LLC	Move all Valencia Master Plan Payments to CIAC	\$	5,110.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Evergreen - Apache & Southern, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(5,110.00)
JPA	Refunding	Valencia Water Company, Inc.	9/29/2005	Crystal Vista Investors, LLC/Metro CV 300 LLC	Commencing for each individual Participant from the earlier of:(i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or(ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property	\$	40,725.12
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(5,335.05)
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Note that after the on-site agreement refunding period ends, refunds should continue until the refunding periods of the JPAs for Crystal Vista are complete.	\$	80,541.18

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	561,616.98
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	10,000.00
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	7,170.00
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	302,570.24
On-Site	Refunding	Valencia Water Company, Inc.	6/29/2005	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	10,000.00
JPA	Refunding	Valencia Water Company, Inc.	9/29/2004	Crystal Vista Investors, LLC	Commencing from the earlier of: 1) the date when Company commences formal (as opposed to temporary) water service to the Property; or 2) 10 years from the Effective Date	\$	348,789.19
N/A	CIAC	Valencia Water Company, Inc.	N/A	Crystal Vista Investors, LLC	Move all Valencia Master Plan Payments to CIAC	\$	2,363.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Crystal Vista Investors, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(2,363.00)

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Schedule 2.1(c) Line Extension Agreements

JPA	CIAC	Valencia Water Company, Inc.	6/2/2004	David M Brennan, Cutter T Holt, Roger F Peabody, W.D. Williams and Dale S Parker	Commencing the earlier of 1) when the company commences former as opposed to temporary water service to the property or 2) 10 years from the effective date. Brennan's property had the first meter, so this is the refund <i>effective date 1/1/01</i>	\$ (83.21)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Roger F Peabody	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (10,148.65)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Roger F Peabody	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (951.14)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Roger F Peabody	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 11,183.00
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	David Brennan	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (10,551.73)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	David Brennan	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (1,248.27)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	David Brennan	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 11,800.00
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Cutter Holt	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (11,962.36)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Cutter Holt	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (237.64)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Cutter Holt	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 12,200.00
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	Cutter Holt	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 700.00
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (13,452.25)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (3,761.58)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (5,815.84)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (2,672.33)
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 7,412.00
On-Site	CIAC	Valencia Water Company, Inc.	5/15/2004	WD Williams/Dale Parker	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 18,290.00

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Schedule 2.1(c) Line Extension Agreements

Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	Various	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ 630.00
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Schedule 2.1(c) Line Extension Agreements

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Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	Various	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ (256,998.42)
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Schedule 2.1(c) Line Extension Agreements

Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	Various	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ 428,448.72
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Schedule 2.1(c) Line Extension Agreements

Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	Diamante Homes	Apply to Individual Customer Account per R14-2-405. B. 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.	\$	810.00
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	CVS Offsite CVS 5934 AZ, LLC	Refunding terms governed by on-site agreement. No on-site agreement executed vet.	\$	70,000.00

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On-Site	CIAC	Valencia Water Company, Inc.	4/27/2000	SPT AZ Land Holdings, LLC	Earlier of date of company's acceptance of water related facilities or first day of the month following 180 days from execution of agreement. Funds have been contributed by Desert Moon Shadows to the EDU Program. When property develops, a new on-site agreement will need to be executed as the EDU agreement states that refunds are payable, pursuant to the terms of the on-site agreement.	\$	-
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	329,960.99
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	708,228.58
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	310,676.96

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	126,727.04
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	757,453.51
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	AZ Pro Developments, Inc.	Refunding is governed by on-site agreement. Existing on-site agreement is expired. When Desert Moon Shadows begins development, will need to enter into new on-site agreement, which will then determined the refunding terms for the EDU agreement.	\$	355,830.68
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500EDU Agreement (DMS et al)	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500EDU Agreement (DMS et al)	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500EDU Agreement (DMS et al)	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500EDU Agreement (DMS et al)	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500EDU Agreement (DMS et al)	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	(71,030.94)

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	71,030.94
Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	(142,204.06)
Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	142,204.06
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	(49,211.34)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	49,211.34
On-Site	CIAC	Valencia Water Company, Inc.	4/27/2000	AWI, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	455,747.03
On-Site	CIAC	Valencia Water Company, Inc.	4/27/2000	AWI, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(72,000.12)

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On-Site	CIAC	Valencia Water Company, Inc.	4/27/2000	AWI, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 83,304.00
On-Site	CIAC	Valencia Water Company, Inc.	4/27/2000	AWI, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (467,050.91)
JPA	CIAC	Valencia Water Company, Inc.	3/28/2003	AWI, LLC	10% for 10 years -- Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ (32,219.90)
JPA	CIAC	Valencia Water Company, Inc.	3/28/2003	AWI, LLC	10% for 10 years -- Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ 32,219.90
EDU	CIAC	Valencia Water Company, Inc.	4/25/2008	DYRCZ Commercial Venture, LLC (aka Rose Properties LLC)	Administratively dissolved by ACC in 2010 for failure to maintain a statutory agent., mail not deliverable by ACC since 2010. Property was sold pursuant to a trustee's sale. No evidence that the agreement was transferred. Move to CIAC.	\$ 56,000.00
EDU	CIAC	Valencia Water Company, Inc.	4/25/2008	DYRCZ Commercial Venture, LLC (aka Rose Properties LLC)	Administratively dissolved by ACC in 2010 for failure to maintain a statutory agent., mail not deliverable by ACC since 2010. Property was sold pursuant to a trustee's sale. No evidence that the agreement was transferred. Move to CIAC.	\$ (56,000.00)

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EDU	TBD	Valencia Water Company, Inc.	4/25/2008	Empire Southwest, LLC	Refunding governed by on-site agreement terms (EMP00-001-001): Refunds shall be paid by Company on or before the first day of August commencing in the calendar year in which title to the main is transferred to and accepted by the Company and continuing thereafter in each succeeding calendar year for 10 years.	\$	120,000.00
On-Site	TBD	Valencia Water Company, Inc.	12/10/2014	Empire Southwest, LLC	Administrative fee waived. Refunds shall be paid by Company on or before the first day of August commencing in the calendar year in which title to the main is transferred to and accepted by the Company and continuing thereafter in each succeeding calendar year for 10 years.	\$	-
On-Site	CIAC	Valencia Water Company, Inc.	1/31/2001	Estrella Vista Investors, LLC	Addendum 12-28-2001 -- Commencing from the first day of the month following 545 days from the execution of the Agreement. 1-31-2001 plus 545 days is 7/30/2002, then 8-1-2002	\$	(2,630.33)
On-Site	CIAC	Valencia Water Company, Inc.	1/31/2001	Estrella Vista Investors, LLC	Addendum 12-28-2001 -- Commencing from the first day of the month following 545 days from the execution of the Agreement. 1-31-2001 plus 545 days is 7/30/2002, then 8-1-2002	\$	11,536.00
On-Site	CIAC	Valencia Water Company, Inc.	1/31/2001	Estrella Vista Investors, LLC	Addendum 12-28-2001 -- Commencing from the first day of the month following 545 days from the execution of the Agreement. 1-31-2001 plus 545 days is 7/30/2002, then 8-1-2002	\$	(8,905.67)

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JPA	Refunding	Valencia Water Company, Inc.	3/28/2003	Estrella Vista Investors, LLC	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. First meter was installed 05/01/2006. Note that even though the on-site agreement refunding period has ended, the off-site agreement has a different refunding period.	\$ 66,741.15
On-Site	Refunding	Valencia Water Company, Inc.	12/3/2008	Buckeye Elementary School District No. 33	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Once all offsite JPAs complete refunding at 10% in 2016, refunding terms will be to 7% for 22 years, beginning in 2017, per the on-site agreement. Note that refunding for the on-site agreement is limited to \$7,500, the value of the on-site administrative fee, as no on-site infrastructure was conveyed. On-site infrastructure should be owned by the School District. Vacate any on-site easements.	\$ (5,219.64)

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On-Site	Refunding	Valencia Water Company, Inc.	12/3/2008	Buckeye Elementary School District No. 33	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Once all offsite JPAs complete refunding at 10% in 2016, refunding terms will be to 7% for 22 years, beginning in 2017, per the on-site agreement. Note that refunding for the on-site agreement is limited to \$7,500, the value of the on-site administrative fee, as no on-site infrastructure was conveyed. On-site infrastructure should be owned by the School District. Vacate any on-site easements.	\$ 7,500.00
JPA	Refunding	Valencia Water Company, Inc.	3/28/2003	Estrella Vista Investors, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date Once offsite JPA completed Refunding. Note that once the JPA agreements end, the on-site agreement refunding period continues at a rate of 7%. However, the on-site AIAC value is only \$7500.	\$ (23,797.11)
JPA	Refunding	Valencia Water Company, Inc.	3/28/2003	Estrella Vista Investors, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date Once offsite JPA completed Refunding. Note that once the JPA agreements end, the on-site agreement refunding period continues at a rate of 7%. However, the on-site AIAC value is only \$7500.	\$ 34,194.78

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JPA	Refunding	Valencia Water Company, Inc.	4/18/2006	Watson & Yuma Properties, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ (6,036.30)
JPA	Refunding	Valencia Water Company, Inc.	4/18/2006	Watson & Yuma Properties, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ 207,742.01
JPA	Refunding	Valencia Water Company, Inc.	4/18/2006	Watson & Yuma Properties, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property.	\$ (8,006.35)
JPA	Refunding	Valencia Water Company, Inc.	4/18/2006	Watson & Yuma Properties, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property.	\$ 275,542.16
JPA	Refunding	Valencia Water Company, Inc.	2/25/2004	Watson & Yuma Properties, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ (779.13)

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JPA	Refunding	Valencia Water Company, Inc.	2/25/2004	Watson & Yuma Properties, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ 26,814.96
JPA	Refunding	Valencia Water Company, Inc.	2/27/2006	Watson & Yuma Properties, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ (2,493.15)
JPA	Refunding	Valencia Water Company, Inc.	2/27/2006	Watson & Yuma Properties, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$ 85,803.66
N/A	CIAC	Valencia Water Company, Inc.	N/A	Watson & Yuma Properties, LLC	Move all Valencia Master Plan Payments to CIAC	\$ (19.41)
N/A	CIAC	Valencia Water Company, Inc.	N/A	Watson & Yuma Properties, LLC	Move all Valencia Master Plan Payments to CIAC	\$ 668.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Watson & Yuma Properties, LLC	Move all Valencia Master Plan Payments to CIAC	\$ (648.59)
JPA	N/A	Valencia Water Company, Inc.	N/A	Frys Section 16 Pipeline	Funds transferred to individual line items.	\$ -
On-Site	CIAC	Valencia Water Company, Inc.	7/2/1999	Grace Fellowship Church	Commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from execution of this Agreement. Bill of Sale transferring the assets is 02/06/2001.	\$ 96,316.85

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On-Site	CIAC	Valencia Water Company, Inc.	7/2/1999	Grace Fellowship Church	Commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from execution of this Agreement. Bill of Sale transferring the assets is 02/06/2001.	\$ (3,571.56)
On-Site	CIAC	Valencia Water Company, Inc.	7/2/1999	Grace Fellowship Church	Commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from execution of this Agreement. Bill of Sale transferring the assets is 02/06/2001.	\$ (92,745.29)
On-Site	TBD	Valencia Water Company, Inc.	9/7/2006	Stratland Enterprises of Buckeye, Inc.	Commencing with the year following the sale of water to permanent water customers residing on the Property and shall continue thereafter from year to year until the earlier of the following: (i) all advances have been returned, or (ii) ten (10) years after the date Company accepts the last of the Water-Related Facilities to be constructed hereunder. Note: No funds have been received to date for this agreement.	\$ -
JPA	2017 Refunds Be	Valencia Water Company, Inc.	8/4/2005	Stratland Enterprises of Buckeye, Inc.	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property- onsite signed 9/19/06	\$ 34,652.34

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JPA	2017 Refunds Be	Valencia Water Company, Inc.	8/4/2005	Stratland Enterprises of Buckeye, Inc.	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property- onsite signed 9/19/06	\$	67,423.87
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Buckeye Elementary School District	Refunding governed by on-site agreement for Inca Elementary: Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. On-site infrastructure is owned by the School District, use later of execution date (5-31-08) or first permanent meter as date facilities (11-5-08) were accepted.	\$	374,223.86
On-Site	Refunding	Valencia Water Company, Inc.	5/31/2008	Buckeye Elementary School District No. 33	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. On-site infrastructure is owned by the School District, use later of execution date (5-31-08) or first permanent meter as date facilities (11-5-08) were accepted.	\$	7,500.00
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to \$3500/EDU Agreement (DMS et al)	\$	-
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 40, LLC	Refunding is governed by the Onsite Agreement. Currently in discussions with owner 12.16.14. No Onsite Agreement	\$	96,000.00

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EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Buckeye 40, LLC	Refunding is governed by the Onsite Agreement. Currently in discussions with owner 12.16.14. No Onsite Agreement	\$	48,458.56
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buckeye 40, LLC	Move all Valencia Master Plan Payments to CIAC	\$	1,436.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buckeye 40, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(1,436.00)
EDU	2015 Refunds Be	Valencia Water Company, Inc.	10/23/2009	The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints	Refunding governed by terms of on-site agreement (CMLDS-001-001): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. All on-site infrastructure is privately owned. Use installation of first permanent meter as the date of acceptance of the facilities.	\$	30,260.00
On-Site	2015 Refunds Be	Valencia Water Company, Inc.	10/23/2009	The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints	Refunding governed by terms of on-site agreement (CMLDS-001-001): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. All on-site infrastructure is privately owned. Use installation of first permanent meter as the date of acceptance of the facilities.	\$	7,500.00
JPA	CIAC	Valencia Water Company, Inc.	N/A	Buena Vista of Arizona, LLC	Letter to file August 14, 2006 says that Leaf Verde choose to not execute the Agreements. Convert funds to CIAC.	\$	12,380.65
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buena Vista of Arizona, LLC	Move all Valencia Master Plan Payments to CIAC	\$	2,004.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buena Vista of Arizona, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(2,004.00)
On-Site	CIAC	Valencia Water Company, Inc.	7/23/1996	Patricia Sawyer c/o Don Bennett	The agreement does not provide any delay with regard to when refunding begins.	\$	245,976.29

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On-Site	CIAC	Valencia Water Company, Inc.	7/23/1996	Patricia Sawyer c/o Don Bennett	The agreement does not provide any delay with regard to when refunding begins.	\$	(2,643.04)
On-Site	CIAC	Valencia Water Company, Inc.	7/23/1996	Patricia Sawyer c/o Don Bennett	The agreement does not provide any delay with regard to when refunding begins.	\$	4,400.00
On-Site	CIAC	Valencia Water Company, Inc.	7/23/1996	Patricia Sawyer c/o Don Bennett	The agreement does not provide any delay with regard to when refunding begins.	\$	(247,733.35)
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Evergreen - Broadway & Watson, LLC	Invoice says initial down payment deferred (\$500/EDU). No funds received. No on-site agreement yet. Refunds will be governed by on-site agreement, side letter says terms will be 7% for 22 years. See also side letter in file at Exhibit A -- refunds may be payable to Global	\$	-
Letter Agreement	N/A	Valencia Water Company, Inc.	N/A	Maricopa Rd Pipeline	Funds divided among participants in Bales Storage Tank Phase 1 Letter Agreement: Blue Hills, LLC - \$101684.22; Sunset Point - \$161135.95; Sunset Vista - 115595.56 Dove Cove - 56415.71 Bales Elementary \$18306.78	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-

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Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	-
Letter Agreement	Refunding	Valencia Water Company, Inc.	11/19/2001	Buckeye Elementary School District 33	Letter agreement did not contain refunding terms. Use terms of onsite agreement for Bales Elementary (MILBU-000-00F): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	18,306.78

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Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Miller Family Homes LLC	Letter agreement did not contain refunding terms. On-site agreement was assigned to Westmark Buckeye 80, LLC on August 25, 2006. On April 6, 2007, articles of termination were filed for Westmark Buckeye 80, LLC with the Arizona Corporation Commission. Contributions were transferred to CIAC in 2008.	\$	78,940.25
Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Miller Family Homes LLC	Letter agreement did not contain refunding terms. On-site agreement was assigned to Westmark Buckeye 80, LLC on August 25, 2006. On April 6, 2007, articles of termination were filed for Westmark Buckeye 80, LLC with the Arizona Corporation Commission. Contributions were transferred to CIAC in 2008.	\$	(78,940.25)
On-Site	N/A	Valencia Water Company, Inc.	1/24/2006	Miller Family Homes LLC	Letter agreement did not contain refunding terms. On-site agreement was assigned to Westmark Buckeye 80, LLC on August 25, 2006. On April 6, 2007, articles of termination were filed for Westmark Buckeye 80, LLC with the Arizona Corporation Commission. Contributions were transferred to CIAC in 2008.	\$	-
JPA	2015 Refunds En	Valencia Water Company, Inc.	9/19/2006	Richmond American Homes of Arizona, Inc.	Use terms of on-site agreement: Commencing with the year following the sale of water to permanent water customers residing on the Property. First refund was calculated and paid in 2006.	\$	34,887.61

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On-Site	2015 Refunds En Valencia Water Company, Inc.	9/19/2006	Richmond American Homes of AZ	Commencing with the year following the sale of water to permanent water customers residing on the Property. First refund was calculated and paid in 2006.	\$ (44,692.42)	
On-Site	2015 Refunds En Valencia Water Company, Inc.	9/19/2006	Richmond American Homes of AZ	Commencing with the year following the sale of water to permanent water customers residing on the Property. First refund was calculated and paid in 2006.	\$ 2,049,499.87	
On-Site	2015 Refunds En Valencia Water Company, Inc.	9/19/2006	Richmond American Homes of AZ	Commencing with the year following the sale of water to permanent water customers residing on the Property. First refund was calculated and paid in 2006.	\$ 20,000.00	
On-Site	2015 Refunds En Valencia Water Company, Inc.	9/19/2006	Richmond American Homes of AZ	Commencing with the year following the sale of water to permanent water customers residing on the Property. First refund was calculated and paid in 2006.	\$ 71,811.00	
JPA	2015 Refunds En Valencia Water Company, Inc.	1/22/2003	SW Buckeye, LLC	Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. First refund was calculated and paid in 2006.	\$ 15,090.94	
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Armstrong Miller, LLC	Refunding terms are governed by the onsite	\$ 41,500.00
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Miller Market Place, LLC	Located at SEC of Miller and Southern. This is the initial EDU payment for 4.01 Acres under the \$3500/EDU Agreement, which covered Walgreens and Shops A.	\$ 16,000.00
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Miller Market Place, LLC	Located at SEC of Miller and Southern. EDU payment for Lot A.	\$ 5,500.00

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EDU	TBD	Valencia Water Company, Inc.	6/3/2008	Miller Market Place, LLC	Refunding terms governed by the on-site agreement; no on-site agreement has been signed yet for this portion of the development. Walgreens and Shops A signed the \$3500/EDU agreement, January 25, 2008. Miller Marketplace, Lots A, B and C, then signed a separate EDU agreement , June 3, 2008. The EDU fee under both agreements was the same.	\$	4,500.00
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Miller Market Place, LLC	Refunding terms governed by on-site agreement. No on-site agreement executed yet.	\$	2,000.00
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Miller Market Place, LLC	EDU Cash Advance for Miller Marketplace Shops A. Water line runs through the development, on property lines. Need to verify if there is an easement and get bill of sale. Refunding terms governed by on-site agreement CMMMA-001-00A: Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company.	\$	50,464.00
On-Site	TBD	Valencia Water Company, Inc.	6/9/2008	Miller Market Place, LLC	Water line runs through the development, on property lines. Need to verify if there is an easement and get bill of sale. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company.	\$	7,500.00

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EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Miller Market Place, LLC	EDU Cash Advance for Walgreens. Water line runs through the development, on property lines. Need to verify if there is an easement and get bill of sale. Refunding terms governed by on-site agreement CMMMA-001-WAL: Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company.	\$ 45,536.00
On-Site	TBD	Valencia Water Company, Inc.	6/9/2008	Miller Market Place, LLC	Water line runs through the development, on property lines. Need to verify if there is an easement and get bill of sale. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company.	\$ 7,500.00
On-Site	TBD	Valencia Water Company, Inc.	6/9/2008	Miller Market Place, LLC	Water line runs through the development, on property lines. Need to verify if there is an easement and get bill of sale. Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company.	\$ -
EDU	TBD	Valencia Water Company, Inc.	1/25/2008	Armstrong Miller, LLC	Located at SWC of Miller and Southern. Planned as Chase Bank. Refunding terms are governed by on-site agreement. No on-site agreement executed yet	\$ 38,636.24

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Schedule 2.1(c) Line Extension Agreements

On-Site	TBD	Valencia Water Company, Inc.	2/12/2010	Armstrong Miller, LLC	Located at SWC of Miller and Southern. Refunding commences Refunds commence in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	11/4/2005	Scott Homes II LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (8,626.51)
On-Site	Refunding	Valencia Water Company, Inc.	11/4/2005	Scott Homes II LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 240,637.00
On-Site	Refunding	Valencia Water Company, Inc.	11/4/2005	Scott Homes II LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 20,000.00
On-Site	Refunding	Valencia Water Company, Inc.	11/4/2005	Scott Homes II LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 11,724.00
JPA	Refunding	Valencia Water Company, Inc.	1/10/2003	Miller & Southern, LLP	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date. Think this money transferred to EDU- Verify	\$ -

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Schedule 2.1(c) Line Extension Agreements

JPA	Refunding	Valencia Water Company, Inc.	1/10/2003	Miller & Southern, LLP	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date. Think this money transferred to EDU- Verify	\$ 11,897.95
JPA	N/A	Valencia Water Company, Inc.	N/A	Miller Rd Pipeline	Funds transferred to individual line items.	\$ -
EDU	TBD	Valencia Water Company, Inc.	4/25/2008	Miller Road 13, LLC	Refunding is governed by on-site agreement. No on-site agreement executed yet. Company is in good standing with ACC, property taxes are paid current	\$ 31,500.00
EDU	TBD	Valencia Water Company, Inc.	4/25/2008	Miller Road Property, LC	Refunding is governed by the on-site agreement. No on-site agreement executed yet. Company is active in Utah, Property taxes are paid current.	\$ 15,000.00
JPA	2016 Refunds Be	Valencia Water Company, Inc.	9/29/2005	Apache 70 Investors, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property	\$ 39,098.86
On-Site	CIAC	Valencia Water Company, Inc.	12/17/2001	Apache 70 Investors, LLC	Commencing the first day of the month following 180 days from the execution of this Agreement. No funds received under this agreement.	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Program: Monte Verde/Shea Homes Offsite Extension Agreement.	\$ -

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Schedule 2.1(c) Line Extension Agreements

JPA	Unknown	Valencia Water Company, Inc.	Various	Shea Homes Limited Partnership	Master Financing Agreement, Advance in Aid of Construction Agreement for Participants in the Apache Road Water Line Improvement Agreement dated August 23, 2005; Advance in Aid of Construction Agreement for Participants in the Roeser Road Water Line Improvement Agreement assigned from Shea to Crosswinds at Monte Verde, LLC. Master Financing Agreement; Advance in Aid of Construction Agreements for Apache Road, Roeser Road, and Acquisition of Evergreen Wells No. 4 & 5, and Water Well Development Agreement assigned from Crosswinds at Monte Verde, L.L.C. to LNR Capital Services, Inc. and Barclays. Walton purchased the land out of foreclosure. It is unclear whether Walton is entitled to the benefit of these agreements pursuant to the foreclosure documents.	\$	1,622,430.39
JPA	N/A	Valencia Water Company, Inc.	N/A	Shea Homes Limited Partnership	Funds transferred to EDU Program: Monte Verde/Shea Homes Offsite Extension Agreement.	\$	-
EDU	TBD	Valencia Water Company, Inc.	4/4/2008	Shea Homes Limited Partnership	On-site agreement governs refunding. Shea has not executed the on-site agreements for MVE00-001.1, MVE00-000-003.9 or MVE00-000-001.1	\$	387,936.09
EDU	TBD	Valencia Water Company, Inc.	4/4/2008	Shea Homes Limited Partnership	On-site agreement governs refunding. Shea has not executed the on-site agreements for MVE00-001.1, MVE00-000-003.9 or MVE00-000-001.1	\$	212,792.68

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	4/4/2008	Shea Homes Limited Partnership	On-site agreement governs refunding. Shea has not executed the on-site agreements for MVE00-001.1, MVE00-000-003.9 or MVE00-000-001.1	\$	41,730.00
On-Site	TBD	Valencia Water Company, Inc.	1/29/2010	Monte Verde Investments LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
On-Site	TBD	Valencia Water Company, Inc.	1/29/2010	Monte Verde Investments LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
On-Site	TBD	Valencia Water Company, Inc.	1/29/2010	Monte Verde Investments LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
On-Site	TBD	Valencia Water Company, Inc.	1/29/2010	Monte Verde Investments LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
JPA	N/A	Valencia Water Company, Inc.	N/A	Shea Homes Limited Partnership	Funds transferred to EDU Program: Monte Verde/Shea Homes Offsite Extension Agreement.	\$	-
On-Site	Refunding	Valencia Water Company, Inc.	5/16/2008	Buckeye Union High School District	On-sites privately owned. Use later of meter install or execution date as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00

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Schedule 2.1(c) Line Extension Agreements

On-Site	TBD	Valencia Water Company, Inc.	6/19/2006	D.R. Horton, Inc. - Dietz Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. See also the JPA for Mystic Vista. Since the terms of the JPA require 10% refunding for 10 years, if the refunding period for the JPA has not expired, the refunds should be 10%. Once the JPA period expires, the on-site agreement continues at 7% until the 22 year term is completed.	\$ 7,500.00
JPA	2016 Refunds Be	Valencia Water Company, Inc.	9/29/2005	Mystic Vista Investors, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. Note that after JPA refunding period ends, the refunding period for the on-site agreement may still be in effect.	\$ 34,589.14

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(c) Line Extension Agreements

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JPA	2016 Refunds Be Valencia Water Company, Inc.	9/29/2005	Mystic Vista	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. Note that after JPA refunding period ends, the refunding period for the on-site agreement may still be in effect.	\$	52,959.21
JPA	2016 Refunds Be Valencia Water Company, Inc.	9/29/2005	FER Properties	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property	\$	1,264.10
JPA	2016 Refunds Be Valencia Water Company, Inc.	N/A	FER Properties	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property	\$	1,302.36
N/A	CIAC	Valencia Water Company, Inc.	N/A	Arizona Machinery Group, Inc.	Move all Valencia Master Plan Payments to CIAC	\$ 668.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Arizona Machinery Group, Inc.	Move all Valencia Master Plan Payments to CIAC	\$ (668.00)

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Schedule 2.1(c) Line Extension Agreements

JPA	Refunding	Valencia Water Company, Inc.	1/3/2003	Arizona Machinery Group, Inc.	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$	-
JPA	Refunding	Valencia Water Company, Inc.	1/3/2003	Arizona Machinery Group, Inc.	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$	19,654.79
EDU	TBD	Valencia Water Company, Inc.	4/25/2008	PT Corporation	Refunding is determined by on-site agreement. No on-site agreement executed yet. Company is in good standing with NV Secretary of State. Property taxes are paid current. Waiting for onsite. Note date 12.10.14	\$	75,600.00
EDU	TBD	Valencia Water Company, Inc.	6/6/2008	MP 9635 McKay, LLC	McKemy assigned a portion of the property to QuikTrip. Refunding terms are governed by the on-site agreement. As other portions of the property develop, and sign an on-site agreement, those portions may have different refunding periods, percentages, etc.	\$	102,054.56
On-Site	2017 Refunds Be	Valencia Water Company, Inc.	9/1/2011	QuikTrip Corporation	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	2,685.00
On-Site	2017 Refunds Be	Valencia Water Company, Inc.	9/1/2011	QuikTrip Corporation	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	15,155.00

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Schedule 2.1(c) Line Extension Agreements

On-Site	2017 Refunds Be	Valencia Water Company, Inc.	9/1/2011	QuikTrip Corporation	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
Meter Deposits	Refunding	Valencia Water Company, Inc.	N/A	Customer Meter Dep.	Apply to Individual Customer Account per R14-2-405. B. 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.	\$ 5,400.00
JPA	CIAC	Valencia Water Company, Inc.	3/28/2003	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (63,971.09)

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

JPA	CIAC	Valencia Water Company, Inc.	3/28/2003	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 63,971.09
On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 113,185.00
On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (1,511,401.14)
On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 7,200.00
On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 607,065.20
On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (96,603.38)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	11/12/2000	The Crossings at Miller & Broadway	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 880,554.32
EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	D.R. Horton Inc., Dietz-Crane	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company	\$ 472,902.00
EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	D.R. Horton Inc., Dietz-Crane	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company	\$ 29,274.91
EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	D.R. Horton	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company	\$ 619,618.22
EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	Riata West, LLC	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company	\$ 139,549.73
EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	D.R. Horton Inc., Dietz-Crane	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company	\$ 394,797.27

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Schedule 2.1(c) Line Extension Agreements

EDU	Refunding	Valencia Water Company, Inc.	2/15/2008	D.R. Horton Inc., Dietz-Crane	Refunding is governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 21,488.92
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 675,307.18
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ (95,844.91)
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 633,641.88
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 949,596.23
On-Site	Refunding	Valencia Water Company, Inc.	6/19/2008	D.R. Horton Inc., Dietz-Crane	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 313,084.00
JPA	N/A	Valencia Water Company, Inc.	N/A	D.R. Horton Inc., Dietz-Crane	Funds transferred to EDU Program: Well Group AGMT (\$2,600/Edu)	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	D.R. Horton Inc., Dietz-Crane	Funds transferred to EDU Program: Well Group AGMT (\$2,600/Edu)	\$ -

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N/A	CIAC	Valencia Water Company, Inc.	N/A	D.R. Horton Inc., Dietz-Crane	Move all Valencia Master Plan Payments to CIAC	\$	8,078.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	D.R. Horton Inc., Dietz-Crane	Move all Valencia Master Plan Payments to CIAC	\$	(8,078.00)
JPA	N/A	Valencia Water Company, Inc.	N/A	D.R. Horton Inc., Dietz-Crane	Funds transferred to EDU Program: Well Group AGMT (\$2,600/Edu)	\$	-
JPA	TBD	Valencia Water Company, Inc.	11/19/2002	Safeway, Inc.	Commencing from the date when Company commences permanent (as opposed to temporary) water service to the Property. The project has not been built. When it moves forward, will need to execute an on-site agreement.	\$	42,191.06
JPA	TBD	Valencia Water Company, Inc.	11/19/2002	Safeway, Inc.	Commencing from the date when Company commences permanent (as opposed to temporary) water service to the Property. The project has not been built. When it moves forward, will need to execute an on-site agreement.	\$	-
JPA	TBD	Valencia Water Company, Inc.	11/19/2002	Safeway, Inc.	Commencing from the date when Company commences permanent (as opposed to temporary) water service to the Property. The project has not been built. When it moves forward, will need to execute an on-site agreement.	\$	8,930.72
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	The Varney Family Trust, The Marital Trust, Judy A. Dickman, Clemence Varney	Invoice says initial down payment deferred (\$500/EDU), no fund received to date. Refunding is determined by on-site agreement. No on-site agreement executed yet. Side letter says that terms will be 7% for 22 years. See also side letter in file. Refunds may be payable to Global.	\$	-

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

JPA	CIAC	Valencia Water Company, Inc.	4/2/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	(5,222.98)
JPA	CIAC	Valencia Water Company, Inc.	4/2/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	5,222.98
JPA	CIAC	Valencia Water Company, Inc.	4/3/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	(40,643.04)
JPA	CIAC	Valencia Water Company, Inc.	4/3/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	40,643.04

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Schedule 2.1(c) Line Extension Agreements

JPA	CIAC	Valencia Water Company, Inc.	4/3/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$ (17,122.85)
JPA	CIAC	Valencia Water Company, Inc.	4/3/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$ 17,122.85
On-Site	CIAC	Valencia Water Company, Inc.	4/2/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$ (51,873.85)
On-Site	CIAC	Valencia Water Company, Inc.	4/2/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$ 747,329.79

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	4/2/2003	Voyager Investment Properties, LLC	There is no on-site agreement. Add value of on-site conveyance to offsite agreement and follow those terms. Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$ (692,238.98)
EDU	Unknown	Valencia Water Company, Inc.	4/25/2008	SD Residentials, LLC	Maricopa County GIS indicates current owner is Buckeye Express Food LLC. Unsure whether agreement was assigned to new owner. Hold in AIAC until ownership can be determined. Refunding is governed by on-site agreement. No no-site agreement executed yet.	\$ 17,000.00
JPA	Refunding	Valencia Water Company, Inc.	10/14/2002	ENG Enterprises, LTD	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date.	\$ -
JPA	Refunding	Valencia Water Company, Inc.	10/14/2002	ENG Enterprises, LTD	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date.	\$ 16,123.02

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Schedule 2.1(c) Line Extension Agreements

JPA	2016 Refunds Be Valencia Water Company, Inc.	6/29/2006	FER Properties	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. No on-site agreement has been signed yet.	\$ 16,024.83
JPA	Refunding Valencia Water Company, Inc.	4/26/2004	FER Properties	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date.	\$ -
JPA	Refunding Valencia Water Company, Inc.	4/26/2004	FER Properties	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date.	\$ 22,845.09
JPA	2016 Refunds Be Valencia Water Company, Inc.	6/29/2006	FER Properties	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ 51,881.37
N/A	CIAC Valencia Water Company, Inc.	N/A	FER Properties	Move all Valencia Master Plan Payments to CIAC	\$ 668.00
N/A	CIAC Valencia Water Company, Inc.	N/A	FER Properties	Move all Valencia Master Plan Payments to CIAC	\$ (668.00)

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Schedule 2.1(c) Line Extension Agreements

JPA	2016 Refunds Be	Valencia Water Company, Inc.	6/29/2006	Arizona Machinery Group, Inc.	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. No on-site agreement has been signed yet.	\$	16,024.84
JPA	Refunding	Valencia Water Company, Inc.	4/26/2004	Arizona Machinery Group, Inc.	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	-
JPA	Refunding	Valencia Water Company, Inc.	4/26/2004	Arizona Machinery Group, Inc.	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or(b) ten (10) years from the Effective Date	\$	22,845.09
JPA	2016 Refunds Be	Valencia Water Company, Inc.	6/29/2006	Arizona Machinery Group, Inc.	Commencing from the earlier of:(a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date	\$	51,881.37
N/A	CIAC	Valencia Water Company, Inc.	N/A	Arizona Machinery Group, Inc.	Move all Valencia Master Plan Payments to CIAC	\$	668.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Arizona Machinery Group, Inc.	Move all Valencia Master Plan Payments to CIAC	\$	(668.00)

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

On-Site	2016 Refunds Be Valencia Water Company, Inc.	9/25/2011	WPP, IV, LLC., Avalon Investments	On-sites privately owned. Use meter install as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company"	\$ 7,500.00
On-Site	2016 Refunds Be Valencia Water Company, Inc.	9/25/2011	WPP, IV, LLC., Avalon Investments	On-sites privately owned. Use meter install as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company"	\$ 1,075.00
JPA	Refunding Valencia Water Company, Inc.	9/29/2004	Sonoran Vista Development Group, LLC	Commencing from the earlier of:1) the date when Company commences formal (as opposed to temporary) water service to the Property; or2) 10 years from the Effective Date	\$ 348,789.18
On-Site	Refunding Valencia Water Company, Inc.	6/10/2008	DR Horton, Inc. Dietz Crane, and CHI Construction Company	CHI Construction originally signed a 16.6 Acre LXA. A new LXA was signed by CHI and DR Horton/Dietz Crane covering the all of Sonoran Vista, including the 16.6 acres. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ (17,999.36)

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Schedule 2.1(c) Line Extension Agreements

On-Site	Refunding	Valencia Water Company, Inc.	6/10/2008	DR Horton, Inc. Dietz Crane, and CHI Construction Company	CHI Construction originally signed a 16.6 Acre LXA. A new LXA was signed by CHI and DR Horton/Dietz Crane covering the all of Sonoran Vista, including the 16.6 acres. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	6/10/2008	DR Horton, Inc. Dietz Crane, and CHI Construction Company	CHI Construction originally signed a 16.6 Acre LXA. A new LXA was signed by CHI and DR Horton/Dietz Crane covering the all of Sonoran Vista, including the 16.6 acres. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 131,000.00
On-Site	Refunding	Valencia Water Company, Inc.	6/10/2008	DR Horton, Inc. Dietz Crane, and CHI Construction Company	CHI Construction originally signed a 16.6 Acre LXA. A new LXA was signed by CHI and DR Horton/Dietz Crane covering the all of Sonoran Vista, including the 16.6 acres. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 1,243,825.45
On-Site	Refunding	Valencia Water Company, Inc.	6/10/2008	DR Horton, Inc. Dietz Crane, and CHI Construction Company	CHI Construction originally signed a 16.6 Acre LXA. A new LXA was signed by CHI and DR Horton/Dietz Crane covering the all of Sonoran Vista, including the 16.6 acres. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 21,000.00

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Schedule 2.1(c) Line Extension Agreements

N/A	CIAC	Valencia Water Company, Inc.	N/A	Sonoran Vista Development Group, LLC	Move all Valencia Master Plan Payments to CIAC	\$	5,202.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Sonoran Vista Development Group, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(5,202.00)
EDU	Refunding	Valencia Water Company, Inc.	4/25/2008	Speedsmart 112, LLC	On-sites have not been conveyed, use meter install as date of acceptance/conveyance. Refunds commence in the fourth calendar year following the calendar year in which title to the facilities is transferred and accepted by the company	\$	63,074.66
On-Site	Refunding	Valencia Water Company, Inc.	3/3/2010	Speedsmart 112, LLC	On-sites have not been conveyed, use meter install as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the facilities is transferred and accepted by the company	\$	7,500.00
EDU	2016 Refunds Be	Valencia Water Company, Inc.	8/7/2012	St Henry Roman Catholic Parish Buckeye	No on-site facilities to convey. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	116,400.00
On-Site	2016 Refunds Be	Valencia Water Company, Inc.	8/7/2012	St Henry Roman Catholic Parish Buckeye	No on-site facilities to convey. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	7,500.00
On-Site	2016 Refunds Be	Valencia Water Company, Inc.	8/7/2012	St Henry Roman Catholic Parish Buckeye	No on-site facilities to convey. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$	2,685.00

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	N/A	Gary Gerard Construction	Unable to locate copy of on-site agreement. Schedules show refunds began in 2004 at 10%. Continue refunding at 10% for 10 years.	\$ (403,718.41)
On-Site	CIAC	Valencia Water Company, Inc.	N/A	Gary Gerard Construction	Unable to locate copy of on-site agreement. Schedules show refunds began in 2004 at 10%. Continue refunding at 10% for 10 years.	\$ (1,540.65)
On-Site	CIAC	Valencia Water Company, Inc.	N/A	Gary Gerard Construction	Unable to locate copy of on-site agreement. Schedules show refunds began in 2004 at 10%. Continue refunding at 10% for 10 years.	\$ 405,259.06
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (186,144.55)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 186,144.55

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$	(379,206.62)
Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$	379,206.82
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$	(121,230.28)
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$	131,230.28

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	8/22/2001	Buckeye 103, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (562,468.99)
On-Site	CIAC	Valencia Water Company, Inc.	8/22/2001	Buckeye 103, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 577,033.54
On-Site	CIAC	Valencia Water Company, Inc.	8/22/2001	Buckeye 103, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ (115,296.55)
On-Site	CIAC	Valencia Water Company, Inc.	8/22/2001	Buckeye 103, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement.	\$ 100,732.00
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$ (133,574.24)

Settlement Agreement for Stipulated Condemnation
 Schedule 2.1(c) Line Extension Agreements

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Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	133,574.24
Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	(271,431.30)

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(c) Line Extension Agreements

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Letter Agreement	CIAC	Valencia Water Company, Inc.	5/12/2006	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$ 271,431.73
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$ (93,932.07)

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(c) Line Extension Agreements

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Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	93,932.07
On-Site	CIAC	Valencia Water Company, Inc.	10/31/2002	Brentwood Investments, Inc.	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2002. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	(390,565.96)
On-Site	CIAC	Valencia Water Company, Inc.	10/31/2002	Brentwood Investments, Inc.	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of he month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	370,572.91

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	10/31/2002	Brentwood Investments, Inc.	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$ (66,802.95)
On-Site	CIAC	Valencia Water Company, Inc.	10/31/2002	Brentwood Investments, Inc.	Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$ 86,796.00
On-Site	2019 Refunds Be	Valencia Water Company, Inc.	9/25/2013	Buckeye Development Group, LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 15,000.00
On-Site	2019 Refunds Be	Valencia Water Company, Inc.	9/25/2013	Buckeye Development Group, LLC	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 1,075.00
JPA	N/A	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Funds transferred to EDU Program: Well Group AGMT (\$2600/EDU)	\$ -
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Buckeye 50, LLC	Refunding is governed by the on-site agreement. No on-site agreement executed vet.	\$ 114,152.84
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Buckeye 50, LLC	Refunding is governed by the on-site agreement. No on-site agreement executed vet.	\$ 9,725.88

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Buckeye 50, LLC	Refunding is governed by the on-site agreement. No on-site agreement executed vet.	\$ 6,994.15
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Buckeye 50, LLC	Refunding is governed by the on-site agreement. No on-site agreement executed vet.	\$ 131,631.51
EDU	TBD	Valencia Water Company, Inc.	2/15/2008	Buckeye 50, LLC	Refunding is governed by the on-site agreement. No on-site agreement executed vet.	\$ 194,117.87
JPA	N/A	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Funds transferred to EDU Program: Well Group AGMT (\$2600/EDU)	\$ -
JPA	N/A	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Funds transferred to EDU Program: Well Group AGMT (\$2600/EDU)	\$ -
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Move all Valencia Master Plan Payments to CIAC	\$ 2,338.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Move all Valencia Master Plan Payments to CIAC	\$ (2,338.00)
JPA	N/A	Valencia Water Company, Inc.	N/A	Buckeye 50, LLC	Funds transferred to EDU Program: Well Group AGMT (\$2600/EDU)	\$ -
EDU	Refunding	Valencia Water Company, Inc.	2/4/2010	US Charter Group	On-sites privately owned. Use meter install as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company"	\$ 202,944.00
On-Site	Refunding	Valencia Water Company, Inc.	2/4/2010	US Charter Group	On-sites privately owned. Use meter install as date of acceptance/conveyance. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company"	\$ 7,500.00

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Schedule 2.1(c) Line Extension Agreements

JPA	2016 Refunds Be	Valencia Water Company, Inc.	1/10/2006	Buena Vista 170, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date. No on-site agreement signed yet. Development has not been constructed.	\$ 15,438.29
JPA	TBD	Valencia Water Company, Inc.	6/29/2006	Buena Vista 170, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. No on-site agreement has been signed; therefore, the refunding period is yet to be determined.	\$ 576,933.16
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buena Vista 170, LLC	Move all Valencia Master Plan Payments to CIAC	\$ 6,079.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Buena Vista 170, LLC	Move all Valencia Master Plan Payments to CIAC	\$ (6,079.00)
JPA	Refunding	Valencia Water Company, Inc.	9/29/2005	Vista Bonita Investors, LLC	Commencing for each individual Participant from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to such individual Participant's property; or (ii) ten (10) years from the effective date of the last AIAC Agreement signed relating to Water-Related Facilities for such individual Participant's property. Onsite agreement signed September 21, 2005.	\$ 43,160.44

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Schedule 2.1(c) Line Extension Agreements

JPA	2015 Refunds Be	Valencia Water Company, Inc.	2/24/2003	Vista Bonita Investors, LLC	Unable to locate signed agreement for Vista Bonita/SW Apache Booster. Use same terms as other participants to the SW Apache Booster. Commencing from the earlier of: (a) the date when Company commences formal (as opposed to Temporary) water service to the Property, or (b) ten (10) years from the Effective Date. "Effective Date" is defined as the date the agreement is approved by the ACC, which occurred 4/13/2005. Park View Plaza REH LLC purchased the property and an administrative fee to Valencia in 2006. However, there is no evidence in the file that the agreement was assigned by Hodges to Park View Plaza REH LLC.	\$	7,138.86
N/A	CIAC	Valencia Water Company, Inc.	N/A	Vista Bonita Investors, LLC	Move all Valencia Master Plan Payments to CIAC	\$	2,672.00
N/A	CIAC	Valencia Water Company, Inc.	N/A	Vista Bonita Investors, LLC	Move all Valencia Master Plan Payments to CIAC	\$	(2,672.00)
On-Site	Refunding	Valencia Water Company, Inc.	9/21/2005	Vista Bonita Investors, LLC	No funds received yet. Commencing from the earlier of the date of companies acceptance of water related facilities or first day of month following 180 days from signing	\$	-
On-Site	CIAC	Valencia Water Company, Inc.	8/19/2002	Walmart	GWRI inherited this AIAC Balance and paid refunds until the AIAC balance was depleted. Letter in file dated 9/23/04 says agreement was signed in 2002 and approved by ACC. Agreement is missing from file. Refunds were paid beginning in 2004 until the AIAC balance was depleted.	\$	49,389.54

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On-Site	CIAC	Valencia Water Company, Inc.	8/19/2002	Walmart	GWRI inherited this AIAC Balance and paid refunds until the AIAC balance was depleted. Letter in file dated 9/23/04 says agreement was signed in 2002 and approved by ACC. Agreement is missing from file. Refunds were paid beginning in 2004 until the AIAC balance was depleted.	\$ (49,389.54)
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Taylor Morrison, Arizona, Inc.	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by	\$ -
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Taylor Morrison, Arizona, Inc.	Company Refunding governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. Funds transferred from Miller Road JPA: Shea: Project \$50,596.69; Valencia Surcharge \$2,529.84; Total: \$53,126.53. Woodside: Project \$61,331.42; Valencia Surcharge \$3066.57; Total: \$64,397.99. Morrison: Project \$60,933.83; Valencia Surcharge \$3046.69; Total: \$63,980.53.	\$ 63,980.52
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Taylor Morrison, Arizona, Inc.	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Funds transferred from Fry's Section 16 Pipeline JPA. Morrison Homes Credit.	\$ 207,536.39

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EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Taylor Morrison, Arizona, Inc.	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Funds transferred from Lower Buckeye & Apache Booster JPA. Morrison Homes Credit.	\$ 544,292.85
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Taylor Morrison, Arizona, Inc.	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. Funds transferred from RID North Miller Road Line JPA. Morrison Homes Credit.	\$ 248,397.82
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 158,284.00
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Woodside Homes of Arizona	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. Funds transferred from Fry's Section 16 Pipeline JPA. Woodside Credit	\$ -
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Woodside Homes of Arizona	Refunds governed by on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. Funds transferred from Lower Buckeye & Apache Booster JPA. Woodside Homes Credit	\$ 256,280.76

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EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Woodside Homes of Arizona	Refunding governed by terms of on-site agreement. Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by the Company. Funds transferred from RID North Miller Road Line JPA. Woodside Homes Credit.	\$ 250,020.86
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Shea Homes Limited Partnership	Funds transferred from EDU Program: Watson Estates EDU. Shea: Miller Road Project \$50,596.69; Valencia Surcharge \$2,529.84 Shea Total: \$53,126.53. Woodside: Miller Road Project \$61,331.42; Valencia Surcharge \$3066.57. Woodside Total: \$64,397.99. Morrison: Miller Road Project \$60,933.83; Valencia Surcharge \$3046.69. Morrison Total: \$63,980.53.	\$ 53,126.53
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Shea Homes Limited Partnership	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 791,608.90
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Shea Homes Limited Partnership	Funds transferred from Fry's Section 16 Pipeline. Shea Credit.	\$ -
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Shea Homes Limited Partnership	Funds transferred from Lower Buckeye & Apache Booster JPA. Shea Credit.	\$ 332,033.68
EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Shea Homes Limited Partnership	Funds transferred from RID North Miller Road Line JPA. Shea Credit.	\$ 206,198.95

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EDU	Refunding	Valencia Water Company, Inc.	2/25/2008	Woodside Homes of Arizona	Funds transferred from EDU Program: Watson Estates EDU. Shea: Miller Road Project \$50,596.69; Valencia Surcharge \$2,529.84 Shea Total: \$53,126.53. Woodside: Miller Road Project \$61,331.42; Valencia Surcharge \$3066.57. Woodside Total: \$64,397.99. Morrison: Miller Road Project \$60,933.83; Valencia Surcharge \$3046.69. Morrison Total: \$63,980.53.	\$	64,397.99
EDU	TBD	Valencia Water Company, Inc.	2/25/2008	Watson Holdings, Inc.	Funds transferred from Sonoran Vista Well Transmission Line JPA. Watson Holdings Inc. Credit. Refunding determined by on-site agreement. No on-site agreement signed.	\$	31,803.64
EDU	TBD	Valencia Water Company, Inc.	2/25/2008	Watson Holdings, Inc.	Funds transferred from Well Group JPA. Watson Holdings Inc. Credit. Refunding determined by on-site agreement. No on-site agreement signed	\$	429,638.88
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: Watson Estates. Morrison Homes Credit.	\$	-
JPA	N/A	Valencia Water Company, Inc.	2/25/2008		Funds transferred to EDU Program: Watson Estates. Woodside Homes Credit.	\$	-
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: Watson Estates. Shea Credit.	\$	-
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Program: Watson Estates. Morrison Homes Credit.	\$	-
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: Watson Estates EDU. Woodside Homes Credit.	\$	-
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: Watson Estates. Shea Credit.	\$	-

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JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: \$ 0.01 Watson Estates EDU. Shea: Miller Road Project \$50,596.69; Valencia Surcharge \$2,529.84 Shea Total: \$53,126.53. Woodside: Miller Road Project \$61,331.42; Valencia Surcharge \$3066.57. Woodside Total: \$64,397.99. Morrison: Miller Road Project \$60,933.83; Valencia Surcharge \$3046.69. Morrison Total: \$63,980.53.
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: \$ - Watson Estates. Morrison Homes Credit.
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: \$ - Watson Estates. Woodside Homes Credit.
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: \$ - Watson Estates. Shea Credit.
JPA	N/A	Valencia Water Company, Inc.			Funds transferred to EDU Program: \$ - Watson Estates EDU. Watson Holdings Inc. Credit
N/A	CIAC	Valencia Water Company, Inc.	N/A	Watson Estates	Move all Valencia Master Plan Payments \$ 7,515.00 to CIAC
N/A	CIAC	Valencia Water Company, Inc.	N/A	Watson Estates	Move all Valencia Master Plan Payments \$ (7,515.00) to CIAC
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year \$ (6,466.84) following the calendar year in which title to the Facilities is transferred to and accepted by Company.
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year \$ 7,500.00 following the calendar year in which title to the Facilities is transferred to and accepted by Company.

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On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 21,360.00
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 425,404.15
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ -
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 78,590.00
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 379,116.85
On-Site	Refunding	Valencia Water Company, Inc.	5/15/2008	Shea Homes Limited Partnership	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ (25,879.14)
On-Site	Refunding	Valencia Water Company, Inc.	5/15/2008	Shea Homes Limited Partnership	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00

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On-Site	Refunding	Valencia Water Company, Inc.	5/15/2008	Shea Homes Limited Partnership	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 115,300.00
On-Site	Refunding	Valencia Water Company, Inc.	5/15/2008	Shea Homes Limited Partnership	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 414,628.76
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ (17,967.42)
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 3,600.00
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	6/20/2008	Taylor Morrison, Arizona, Inc.	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 184,460.82
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ -
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 2,880.00

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On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 7,500.00
On-Site	Refunding	Valencia Water Company, Inc.	5/27/2008	Woodside Homes of Arizona	Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company.	\$ 222,006.25
JPA	N/A	Valencia Water Company, Inc.	N/A		Funds transferred to EDU Program: Watson Estates EDU. Watson Holdings Inc. Credit	\$ -
Letter Agreement	N/A	Valencia Water Company, Inc.	N/A	4th & Baseline	Funds divided among participants in Bales Storage Tank Phase 1 Letter Agreement: Blue Hills, LLC - \$16351.58; Sunset Point - \$25911.86; Sunset Vista - \$18588.63; Dove Cove - \$9072.07; Bales Elementary \$2943.860	\$ -
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Blue Hills, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Blue Hills and use the refunding terms of the on-site.	\$ -
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye 103, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Point and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ -

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Schedule 2.1(c) Line Extension Agreements

Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Brentwood Investments, Inc.	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Sunset Vista and use the refunding terms of the on-site. Commencing from the earlier of: 1) the date of Company's acceptance of the Water Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Agreement was executed 10/31/2012. Water facilities accepted 10/19/2005. First eligible for refund August 2003.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	AWI, LLC	Letter agreement did not contain refunding terms. Add values to the on-site agreement for Dove Cove and use the refunding terms of the on-site.	\$	-
Letter Agreement	CIAC	Valencia Water Company, Inc.	11/19/2001	Buckeye Elementary School District 33	Letter agreement did not contain refunding terms. Use terms of onsite agreement for Bales Elementary (MILBU-000-00F): Commencing in the fourth calendar year following the calendar year in which title to the Facilities is transferred to and accepted by Company. No on-site facilities to be conveyed. Use later of first meter or execution date of the on-site agreement as the refund begin period. First meter installed 2003 date of execution is 12/3/2008.	\$	2,943.86

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JPA	CIAC	Valencia Water Company, Inc.	1/29/2003	Roston Company	Commencing from the earlier of: a) the date when Company commences permanent (as opposed to temporary) water service to the property; or (b) ten (10) years from the Effective Date. First permanent meter installed 8-30-2004. This JPA "supersedes and replaces" the Line Extension Agreement dated March 27, 2001, a letter amendment thereof dated March 29, 2002, and second letter amendment thereof dated April 23, 2002. Quitclaim Deed, Assignment, Bill of Sale and Settlement Agreement in file, executed 8-21-2008.	\$ 219,572.04
JPA	CIAC	Valencia Water Company, Inc.	1/29/2003	Roston Company	Commencing from the earlier of: a) the date when Company commences permanent (as opposed to temporary) water service to the property; or (b) ten (10) years from the Effective Date. First permanent meter installed 8-30-2004. This JPA "supersedes and replaces" the Line Extension Agreement dated March 27, 2001, a letter amendment thereof dated March 29, 2002, and second letter amendment thereof dated April 23, 2002. Quitclaim Deed, Assignment, Bill of Sale and Settlement Agreement in file, executed 8-21-2008.	\$ (219,572.04)
JPA	CIAC	Valencia Water Company, Inc.	1/29/2003	Roston Company	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ (60,524.03)

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JPA	CIAC	Valencia Water Company, Inc.	1/29/2003	Roston Company	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ (58,299.14)
JPA	CIAC	Valencia Water Company, Inc.	1/29/2003	Roston Company	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ 118,823.17
JPA	CIAC	Valencia Water Company, Inc.	1/13/2006	AZ Property Co Holding, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ (106,000.00)
JPA	CIAC	Valencia Water Company, Inc.	1/13/2006	AZ Property Co Holding, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ (42,998.35)
JPA	CIAC	Valencia Water Company, Inc.	1/13/2006	AZ Property Co Holding, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ 42,998.35
JPA	CIAC	Valencia Water Company, Inc.	1/13/2006	AZ Property Co Holding, LLC	Commencing from the earlier of: (i) the date when Company commences formal (as opposed to temporary) water service to the first Property; or (ii) ten (10) years from the Effective Date.	\$ 106,000.00
On-Site	CIAC	Valencia Water Company, Inc.	9/5/2008	AZ Property Co Holding, LLC	Commencing on September 1, 2004 and continuing thereafter in each succeeding calendar year for a total of 10 years.	\$ (3,063,692.11)

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Valencia Water Company, Inc.	9/5/2008	AZ Property Co Holding, LLC	Commencing on September 1, 2004 and continuing thereafter in each succeeding calendar year for a total of 10 years.	\$ 3,114,189.81
On-Site	CIAC	Valencia Water Company, Inc.	9/5/2008	AZ Property Co Holding, LLC	Commencing on September 1, 2004 and continuing thereafter in each succeeding calendar year for a total of 10 years.	\$ (378,817.70)
On-Site	CIAC	Valencia Water Company, Inc.	9/5/2008	AZ Property Co Holding, LLC	Commencing on September 1, 2004 and continuing thereafter in each succeeding calendar year for a total of 10 years.	\$ 328,320.00
Grand Total -- Valencia Water Company, Inc.						\$ 28,279,535.67
Side Letter	In effect	Valencia Water Company, Inc.	12/17/2007	Buckeye 40, LLC	\$3,500 EDU Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	1/14/2008	Azpro Developments, Inc.	\$3,500 EDU Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	12/20/2007	Buckeye 60, LLC	\$3,500 EDU Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	11/13/2008	Buckeye Elementary School District #33	Buckeye Elementary School District #33, District Offices Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	7/5/2008	Mahoney Properties	Miller Commerce Park Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	4/4/2008	Shea Homes Limited Partnership	Monte Verde Agreement	N/A
Side Letter	In effect	Valencia Water Company, Inc.	12/20/2007	Watson Holdings, Inc.	Watson Estates Agreement	N/A

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Side Letter	In effect	Valencia Water Company, Inc.	2/15/2008	Evergreen-Apache & Southern, LLC; Evergreen-Cotton Meadows North, LLC; Evergreen-Apache & Broadway, LLC; Evergreen-Broadway & Watson LLC; Evergreen-Miller & Southern LLC; Judy A. Dickman, Clemence Varney, the Varney Family Trust and The Marital Trust	Well Group (\$2,600 EDU) Agreement	N/A
Meter	Refunding	Water Utility of Greater Buckeye, Inc.	N/A	Customer Meter Dep.	Apply to Individual Customer Account per R14-2-405.B.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 meters. 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 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.	\$ 167,645.00

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Meter	Refunding	Water Utility of Greater Buckeye, Inc.	N/A	Customer Meter Dep.	Apply to Individual Customer Account per R14-2-405.B.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 meters. 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 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.	\$ (58,052.50)
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Meter	Refunding	Water Utility of	N/A	Customer Meter Dep.	Apply to Individual Customer Account per R14-2-405.B.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 meters. 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 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.	\$	(104,836.50)
		Greater Buckeye, Inc.					
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	6,065.08
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	810.00

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On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (16,957.37)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 10,082.29
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ 401,266.77
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ -
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ -
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$ (4,335.76)

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On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/4/2000	Sonoran Ridge, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(396,931.00)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	196,402.08
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	(1,295.27)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	(195,106.81)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	1,124.79
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	(2,383.24)

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On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	9/16/1996	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities.	\$	1,258.45
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	52,458.44
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(2,486.51)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(50,426.17)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	449.58

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On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	(679.50)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	4/1/1999	Sunrise Holdings, LLC	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement.	\$	684.16
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Refunds shall commence upon the acceptance of the Improvements by Company.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Refunds shall commence upon the acceptance of the Improvements by Company.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Refunds shall commence upon the acceptance of the Improvements by Company.	\$	(600.00)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Refunds shall commence upon the acceptance of the Improvements by Company.	\$	600.00
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Refunds shall commence upon the acceptance of the Improvements by Company.	\$	-

Settlement Agreement for Stipulated Condemnation

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Schedule 2.1(c) Line Extension Agreements

On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	8/18/1995	West Phoenix Estates, Inc.	Shall commence ninety (90) days after acceptance by the Company of the Phase Two Improvements.	\$	600.00
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	8/18/1995	West Phoenix Estates, Inc.	Shall commence ninety (90) days after acceptance by the Company of the Phase Two Improvements.	\$	(600.00)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Shall commence on the earlier of: 1) the date all Phase Three Improvement are accepted by Company in writing, or b) December 1, 1998. Refund began in 1999 and were paid until 2006. Correspondence in file indicates there was a liquidation in 2006.	\$	1,200.00
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	2/7/1995	West Phoenix Estates, Inc.	Shall commence on the earlier of: 1) the date all Phase Three Improvement are accepted by Company in writing, or b) December 1, 1998. Refund began in 1999 and were paid until 2006. Correspondence in file indicates there was a liquidation in 2006.	\$	(1,200.00)
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	12/18/1996	Ira S. Feldman	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities. Correspondence and information in file shows that refunds were paid beginning with 1997.	\$	2,406.37
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	12/18/1996	Ira S. Feldman	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities. Correspondence and information in file shows that refunds were paid beginning with 1997.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	12/18/1996	Ira S. Feldman	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities. Correspondence and information in file shows that refunds were paid beginning with 1997.	\$	-
On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	12/18/1996	Ira S. Feldman	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities. Correspondence and information in file shows that refunds were paid beginning with 1997.	\$	(2,157.58)

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(c) Line Extension Agreements

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On-Site	CIAC	Water Utility of Greater Buckeye, Inc.	12/18/1996	Ira S. Feldman	Refunds shall be payable for a period of ten (10) years from the date of Company's acceptance of the Water-Related Facilities. Correspondence and information in file shows that refunds were paid beginning with 1997.	\$ (248.79)
On-Site	Refunding	Water Utility of Greater Buckeye, Inc.	4/5/2006	Talas Construction	Refunds shall be payable for a period of ten (10) years commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 365 days from the execution of this Agreement. Construction was started and then abandoned. Nothing transferred to the utility.	\$ -
On-Site	Terminated	Water Utility of Greater Buckeye, Inc.	1/3/2007	CM Westwind, LLC	Administrative fee of \$20,000 due at execution was never paid. Under Section 11, CM Westwind, LLC had an obligation to commence construction of Water-Related Facilities no later than November 1, 2007. Email correspondence in file from Richard Cross to Tim Wyss, dated September 5, 2007, states, "After speaking with the Joint Development Partners for the Westwind Community, it's everyone's opinion to hold off on any submittals at this time. The project is on hold indefinitely." On October 1, 2007, a notice of cancellation of the LLC was filed with the Arizona Corporation Commission. Letter sent to Cm Westwind 3-3-2015 stating that the agreement was void ab initio for failure to pay the admin fee, and that in the alternative, notice of termination delivered via certified mail.	
On-Site	Refunding	Water Utility of Greater Buckeye, Inc.	3/9/2005	50 Sun Valley Parkway, LLC and Peporidae Investments, LLC	Commencing from the earlier of: 1) the date of Company's acceptance of the Water-Related Facilities, or b) the first day of the month following 180 days from the execution of this Agreement. Developer's obligations, including payment of the Administrative Fee have not been met and no refunds paid.	\$0

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(c) Line Extension Agreements

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Grand Total –
Water Utility of
Greater Buckeye,
Inc.

\$ 4,756.01

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(e) Real Property

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Owner Name	APN	Instrument No.	Property Description	Document Type
Water Utility of Greater Buckeye, Inc.	502-09-011B	2002-0920853	Sonoran Ridge Estates Unit 1, Tract C	Special Warranty Deed
Water Utility of Greater Buckeye, Inc.	502-43-096A	1991-0486805	Sweetwater Estates 2, North Lot 66	Warranty Deed
Water Utility of Greater Buckeye, Inc.	502-43-105E	1991-0486805	Sweetwater Estates 2, Portion of Lot 75	Warranty Deed
Water Utility of Greater Buckeye, Inc.	502-46-042A	1997-0696085	Los Ranchitos De Los Conejos, Tract A	Special Warranty Deed
Water Utility of Greater Buckeye, Inc.	502-46-043	1992-0239839	Los Ranchitos De Los Conejos, Tract B	Warranty Deed
Water Utility of Greater Buckeye, Inc.	504-15-041L	1991-0486805	Sweetwater Estates, Portion Lot 9	Warranty Deed
Water Utility of Greater Buckeye, Inc.	504-15-041M	1991-0486805	Sweetwater Estates, Portion Lot 9	Warranty Deed
Water Utility of Greater Buckeye, Inc.	504-15-061B	1991-0486805	Sweetwater Estates, Portion Lot 29	Warranty Deed
Water Utility of Greater Buckeye, Inc.	504-15-313	1995-0432106	West Phoenix Estates XI, Well Site	Quit-Claim Deed
Water Utility of Greater Buckeye, Inc.	504-15-318	1995-0432106	West Phoenix Estates XII, Lot 591	Quit-Claim Deed
Water Utility of Greater Buckeye, Inc.	504-15-574E	1996-0247317	295th Ave & Roosevelt	Special Warranty Deed
Valencia Water Company, Inc.	504-24-005N	2007-0467689	Miller Rd. (N. of Broadway)	Special Warranty Deed
Valencia Water Company, Inc.	504-24-389	2006-1153374	Rancho Vista - Tract D	Special Warranty Deed
Valencia Water Company, Inc.	504-26-001H	1997-0078119	Love's Commercial Center	Special Warranty Deed
Valencia Water Company, Inc.	504-26-060	1996-0818807	Northwood Park - Tract A	Warranty Deed
Valencia Water Company, Inc.	504-26-667	2006-0748872	Westpark - Parcel 1, Tract O8	Quit-Claim Deed
Valencia Water Company, Inc.	504-40-003C	2004-1508919	Crystal Vista	Special Warranty Deed
Valencia Water Company, Inc.	504-40-008L	2004-1514079	Rooks Rd./Southern (AZM)	Special Warranty Deed
Valencia Water Company, Inc.	504-40-015E	2006-0682959	Bales Elementary	Special Warranty Deed
Valencia Water Company, Inc.	504-40-025G	2004-1508911	Blue Hills	Special Warranty Deed
				Quit Claim and Special
Valencia Water Company, Inc.	504-41-001C	2005-1340915	Sonoran Vista	Warranty Deed
Valencia Water Company, Inc.	504-41-001E	2004-1508898	Sonoran Vista	Special Warranty Deed
Valencia Water Company, Inc.	504-41-002F	2004-1532741	Riata West	Special Warranty Deed
				Quit Claim and Special
Valencia Water Company, Inc.	504-41-004C	2005-1340915	Sonoran Vista	Warranty Deed
Valencia Water Company, Inc.	504-41-004F	2007-1229011	Sonoran Vista	Special Warranty Deed
Valencia Water Company, Inc.	504-41-005M	2004-1112620	Riata West	Special Warranty Deed
Valencia Water Company, Inc.	504-41-005Z	2005-0351729	Cotton Meadows North	Special Warranty Deed
Valencia Water Company, Inc.	504-41-007	2005-0351729	Cotton Meadows North	Special Warranty Deed
Valencia Water Company, Inc.	504-41-008	2005-0351729	Cotton Meadows North	Special Warranty Deed
Valencia Water Company, Inc.	504-51-011A	1999-06315652	Valencia - Block 10, Lot 6	Warranty Deed
Valencia Land Company, Inc.	504-53-020	1992-0359234	Valencia - Block 24, Lot 20	Warranty Deed

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(e) Real Property

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Valencia Land Company, Inc.	504-53-930	1992-0359234	Valencia - Block 24, Lot 19	Warranty Deed
Valencia Land Company, Inc.	504-54-071	1992-0359234	Valencia - Block 15, Lot 11	Warranty Deed
Valencia Land Company, Inc.	504-54-072	1992-0359234	Valencia - Block 15, Lot 12	Warranty Deed
Valencia Land Company, Inc.	504-54-073	1992-0359234	Valencia - Block 15, Lot 13	Warranty Deed
Valencia Land Company, Inc.	504-54-074	1992-0359234	Valencia - Block 15, Lot 14	Warranty Deed
Valencia Land Company, Inc.	504-54-075	1992-0359234	Valencia - Block 15, Lot 15	Warranty Deed
Valencia Land Company, Inc.	504-59-930	1992-359234	Valencia Manor - Lot 12	Warranty Deed
Valencia Water Company, Inc.	504-63-008D	1987-0117668	Lower Buckeye & Apache	Quit-Claim Deed
Valencia Land Company, Inc.	504-63-138	1983-0464219	Buckeye North - Tract A	Warranty Deed
Valencia Water Company, Inc.	504-65-001B	2005-0351731	Cotton Meadows South	Special Warranty Deed
Valencia Water Company, Inc.	504-65-001D	2006-0366770	Cotton Meadows South	Special Warranty Deed
Valencia Water Company, Inc.	504-65-001E	2006-0366771	Cotton Meadows South	Special Warranty Deed
Valencia Water Company, Inc.	504-65-001H	2006-0184008	Cotton Meadows South	Special Warranty Deed
Valencia Water Company, Inc.	504-63-002H	2008-0940789	Lower Buckeye & Apache	Special Warranty Deed
Easements				
Valencia Water Company, Inc.		1996-0865436		Easement Deed
Valencia Water Company, Inc.		1997-0358441		Public Utilities Easement
Valencia Water Company, Inc.		1998-0641755		Public Utilities Easement
Valencia Water Company, Inc.		2002-0378067		Water Utility Easement
Valencia Water Company, Inc.		2003-0112638		Public Utility Easement
Valencia Water Company		2004-1089052		Easement for Well Site
Valencia Water Company		2004-1112621		Temporary Public Utility Easement
Valencia Water Company, Inc.		2004-1508920		Assignment of Easement
Valencia Water Company, Inc.		2004-1508928		Water Utility Easement
Valencia Water Company, Inc.		2004-1508937		Temporary Access Easement
Valencia Water Company, Inc.		2004-1514080		Public Utility Easement Ingress/Egress
Valencia Water Company, Inc.		2004-1535775		Public Utility Easement
Valencia Water Company, Inc.		2005-0351730		Public Utility Easement
Valencia Water Company, Inc.		2005-0351732		Public Utility Easement
Valencia Water Company, Inc. and APS		2005-1516194		Public Utility Easement

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(e) Real Property

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Valencia Water Company, Inc. and APS	2005-1516195	Public Utility Easement
Valencia Water Company, Inc.	2005-1663486	Utility Easement
Valencia Water Company, Inc.	2005-1705819	Underground Water Line Easement
Valencia Water Company, Inc.	2006-0016637	Easement
Valencia Water Company, Inc.	2006-0184009	Easement
Valencia Water Company, Inc.	2006-0366773	Temporary Access Easement Providing for Release and Reconveyance
Valencia Water Company, Inc.	2006-0701679	Public Utility Easement
Valencia Water Company, Inc.	2006-0951426	Public Utility Easement
Valencia Water Company, Inc.	2007-0645644	Easement Agreement
Valencia Water Company, Inc.	2007-0703537	Easement Agreement
Valencia Water Company	2007-1140734	Temporary Construction Easement Agreement
Valencia Water Company	2007-1273617	Temporary Access and Utility Easement Agreement
Valencia Water Company	2008-0034206	Temporary Access and Utility Easement Agreement
Valencia Water Company	2008-0728578	Consent to Use Easement
Valencia Water Company, Inc.	2008-0731357	Easement Agreement
Valencia Water Company, Inc.	2008-0731358	Easement Agreement
Valencia Water Company, Inc.	2008-0731359	Easement Agreement
Valencia Water Company, Inc.	2008-0783905	Access/Utility Easement Agreement
Valencia Water Company, Inc.	2008-0791862	Express Assignment of Waterline Easements
Valencia Water Company, Inc.	2008-0940790	Access/Utility Easement Agreement
Valencia Water Company, Inc.	2008-1072164	Easement Agreement

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(e) Real Property

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Valencia Water Company, Inc.

2009-0156693

Consent to Use of Easement
Agreement

Valencia Water Company

2012-0975515

Easement Agreement

Valencia Water Company

2013-0722236

Easement Agreement

Valencia Water Company

2014-0776741

Easement Agreement

11/6/2008 Valencia Water Company Franchise Agreement with Board of Supervisors of Maricopa County, Arizona
for portions of Maricopa County described therein.

County may require consent
to transfer or a new franchise.

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(f) Construction Work in Progress

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Company	Project ID	Project	Status
Valencia Water Company, Inc.	EMP00-001-000 Empire Southwest Convey Insp	618039000001	Active
Valencia Water Company, Inc.	SVWDC Treatment & Backwash Improvements	61813005	Active
Valencia Water Company, Inc.	Wal-Mart Well	61811005	On Hold
Valencia Water Company, Inc.	Shult WDC	61806001	On Hold
Valencia Water Company, Inc.	Apache Road In-Line Booster	618006008	On Hold
Valencia Water Company, Inc.	Shult Well Group Transmission	61806020	On Hold
Valencia Water Company, Inc.	Shult Arsenic Treatment	618006040	On Hold
Valencia Water Company, Inc.	Vessel Flushing	61807702	On Hold
Water Utility of Greater Buckeye, Inc.	None	N/A	N/A

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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Permit	Type	Description	Active DWR Well No.	Inactive DRW Well No.
MCESD Project # 2012239	Approval of Construction	Sonoran Vista Arsenic Removal System Optimization. Correction of Operator Certification Level required to operate site.	N/A	N/A
MCESD Project # 2011960	Approval of Blending Plan	4th and Baseline Blending Plan	N/A	N/A
MCESD Project # 2011961	Approval of Blending Plan	Bales Distribution System Blending Plan	N/A	N/A
MCESD Project # 2014113	Approval of Blending Plan	Bales Revised Blending Plan	N/A	N/A
MCESD Project # 2011198	Approval of Construction	7th and Alarcon Arsenic Treatment (Note: Site currently deactivated)	N/A	N/A
MCESD Project # 2011428	Approval of Construction	Bales Well Arsenic Treatment System	N/A	N/A
MCESD Project # 20111432	Approval of Construction	4th and Baseline Arsenic Removal System	N/A	N/A
MCESD Project # 2011427	Approval of Construction	Blue Hills Well #1 Arsenic Treatment System	N/A	N/A
MCESD Project # 2011433	Approval of Construction	4th and Central Well Arsenic Removal System	N/A	N/A
MCESD Project # 20111446	Approval of Construction	Sonoran Vista Groundwater Treatment Plant Arsenic Treatment System	N/A	N/A
MCESD Project # 2011941	Approval of Blending Plan	Sonoran Vista Blending Plan approval	N/A	N/A
MCESD Project # 20111538	Approval of Construction	Sonoran Ridge Well Arsenic Removal System	N/A	N/A
ADEQ Letter Dated 6/12/2013	VWC VOC Waiver	Reduction to Triennial Monitoring for Volatile Organic Chemical EPDS 1,4,& 6	N/A	N/A
MCESD Permit 110017	Air Quality Permit	Permit for Emergency Generator	N/A	N/A
MCESD Permit 110016	Air Quality Permit	Permit for Emergency Generator	N/A	N/A

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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MCESD # 072546	Approval of Construction	Rancho Vista Chlorination System	N/A	N/A
Service Area Permit 56-022046	Permit to Operate	Service Area Right -- Valencia Water Company	N/A	N/A
Service Area Permit 56-002288	Permit to Operate	Service Area Right -- Water Utility of Greater Buckeye	N/A	N/A
MCESD Permit # 07114/Right Permit 07-114	Permit to Operate	Bulfer Permit to Operate Well	55-618513	N/A
MCESD Permit # 07732/Right Permit 56-002288	Permit to Operate	Sonoran Ridge Permit to Operate Well	55-572657	N/A
MCESD Permit # 07129/Right Permit 56-002288	Permit to Operate	Sweetwater II Permit to Operate Well	55-802333	55-802332
MCESD Permit # 07195/Right Permit 56-002288	Permit to Operate	Sun Valley Permit to Operate Well	55-800947	55-800946
MCESD Permit # 07195/Right Permit 56-002288	Permit to Operate	Sweetwater I (old 07-036)	55-802328	55-802329; 55-802330
MCESD Permit # 07078/Right Permit #56-002046	Permit to Operate	VWC Permit to Operate Wells -- See listing below.	See below.	See below.
MCESD Permit # 07078/Right Permit #56-002046	Permit to Operate	4th & Central	55-607657	N/A
MCESD Permit # 07078/Right Permit #56-002046	Permit to Operate	4th & Baseline - Small Well #1	55-607656	N/A
MCESD Permit # 07078/Right Permit #56-002046	Permit to Operate	4th & Baseline - Large Well #2	55-577508	N/A

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	7th & Alarcon - Small Well #1	55-607658	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	7th & Alarcon - Large Well #2	55-599950	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Blue Hills - Shallow Well #1	55-599204	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Blue Hills - Deep Well #2	55-592220	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Sonoran Vista South West	55-595258	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Sonoran Vista South East	55-200564	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Sonoran Vista North East	55-201740	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	AZ Machinery Well	55-595289	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Bales School Well	55-202400	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Schult Well	55-203643	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Riata Well #1	55-201055	N/A

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Riata Well #2	55-202399	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Evergreen Well #1	55-203651	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Evergreen Well #2	55-203650	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Evergreen Well #3	55-205450	N/A
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Evergreen Well #4		
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Crystal Vista	55-201739	
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Montana Vista		
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Mystic Vista		
MCESD Permit # 07078/Right Permit #56- 002046	Permit to Operate	Miller Manor (inactive)		

Settlement Agreement for Stipulated Condemnation
 Schedule 2.1(g) Permits

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Decision #	Date	Docket #s	Utility	Comments
17778	12/8/1947	U-1212	Valencia Water Company	Initial Valencia CC&N. For "Valencia Town site"
40413	12/24/1969	U-2082	Joe D. Garcia d/b/a Garcia Water Company	CC&N for Garcia System, a/k/a Sweetwater I and II
40701	6/22/1970	U-2067	West Phoenix Water Company	Transfer of CC&N from C. S. Jensen d/b/a Rose View Water Company
46160	6/16/1975	U-2182	Travis N. Jones and Mary Louise Jones d/b/a Los Ranchitos de los Conejo's. D/B/A name later changed to Bulfer Water Company	CC&N for Bulfer System
54121	7/19/1984	U-2082-83-275	Garcia Water Company, Inc.	Transfer of CC&N from Joe D. Garcia to new owner with incorporated company
54123	7/19/1984	U-2132-83-319; U-1212-83-320	Valencia Land Company, Inc. Valencia Land Company Inc. changed its name to Valencia Water Company, Inc. in July 1991	CC&N transfer from Western National Land Corporation d/b/a Durango Water Company

Settlement Agreement for Stipulated Condemnation
 Schedule 2.1(g) Permits

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54418	4/1/1985	U-2067-84-182	Northwest Buckeye Water Company. Northwest Buckeye Water Company changed its name to Water Utility of Greater Buckeye, Inc. in November 1985.	CC&N Transfer of part of the CC&N of West Phoenix Properties, Inc. d/b/a West Phoenix Water Co., Inc.[4] Decision notes that transfer area "is located east of the River and north of the Town and encompasses approximately 3300 acres" (page 2, lines 19-20). See Finding of Fact No. 3 for exact legal description of transferred area. Remainder of the CC&N of West Phoenix Water Company transferred to remainder transferred to West Buckeye Water Company, Inc. by Decision No. 54419. West Buckeye Water Company, Inc. changed its name to Water Utility of Greater Tonopah in November 1985.
54876	2/5/1986	U-1212-83-367	Valencia Land Company, Inc.	Approximately 10 sections; opposed by Town of Buckeye
54924	3/6/1986	U-1212-83-367	Valencia Land Company, Inc.	Denies Application for Rehearing filed by the Town of Buckeye

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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57607	11/6/1991	U-2082-91-147; U-2451-91-147; U-2451-91-148	Water Utility of Greater Buckeye, Inc.	Transfer of CC&N from Garcia Water Company, Inc. to Water Utility of Greater Buckeye, Inc.
57808	4/22/1992	U-2182-91-342; U-2451-91-342; U-2451-91-343	Water Utility of Greater Buckeye, Inc.	Transfer from Josephine L. Jones d/b/a Bulfer Water Company to Water Utility of Greater Buckeye, Inc.
59494	1/31/1996	U-2451-95-444	Water Utility of Greater Buckeye, Inc.	Adds 17 acres to CC&N.
62756	6/24/2000	W-02451A-00-0093	Water Utility of Greater Buckeye, Inc.	Adds 320 acres to CC&N. (Sonoran Ridge Estates)
70182	2/27/2008	W-02451A-06-0792	Water Utility of Greater Buckeye, Inc.	Adds subdivision called "Montana Vista". Finding of Fact No. 6 notes this docket "will add 70.5 acres to WUGB's 4,273 acres of existing Certificated area."

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(g) Permits

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N/A (Staff Report)	9/7/2007	W-01212A-06-0666 W-02451A-06-0666	Valencia Water Company, Inc.	ACC Staff Report in this docket states that Valencia Water Company's CC&N area is 7,480 acres, and that Water Utility of Greater Buckeye's CC&N area is 4,273 acres. The Staff Report also contains a November 8, 2006 memorandum from Staff's engineering section providing maps of the CC&N areas of the two companies.
70183	2/27/2008	W-01212A-06-0666 W-02451A-06-0666	Valencia Water Company, Inc.	Transfer of CC&N from Water Utility of Greater Buckeye, Inc. to Valencia Water Company, Inc. Transferred area becomes new division of Valencia (=Valencia Water Company, Greater Buckeye Division). Finding of Fact No. 9 states that the total CC&N areas of the two companies are "more than 11,000 acres."

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(h) Water Rights

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Type/ID	Title	Executed	Parties	Status
Subcontract No. 07-XX-30-W0474	Subcontract Among the United States, the Central Arizona Water Conservation District, and the Water Utility of Greater Buckeye, Inc. Providing for Water Service	3/29/2007	United States, the Central Arizona Water Conservation District, and the Water Utility of Greater Buckeye, Inc.	Section 6.7 requires approval by the Contracting Officer with CAWCD to assign.
EX082-07	Agreement between the Central Arizona Water Conservation District and Water Utility of Greater Buckeye, Inc. providing for the Delivery of Excess Central Arizona Project Water	1/22/2007	Central Arizona Water Conservation District and Water Utility of Greater Buckeye, Inc.	Section 19 requires written approval by CAWCD to assign.
Assignment	Assignment of Rights and Assumption of Obligations of Amended Central Arizona Project Municipal and Industrial Water Service Subcontract	5/24/2010	Water Utility of Greater Buckeye, Inc. and Valencia Water Company, Inc.	Assignment of Water Utility of Greater Buckeye, Inc.'s 43 acre-feet to Valencia Water Company, Inc.
Amended Subcontract No. 10-XX-30-W0550	Subcontract Among the United States, the Central Arizona Water Conservation District, and Valencia Water Company, Inc. Providing for Water Service	5/24/2010	Central Arizona Water Conservation District and Valencia Water Company, Inc.	Section 6.7 requires approval by the Contracting Officer with CAWCD to assign.

Settlement Agreement for Stipulated Condemnation
Schedule 2.1(h) Water Rights

CLERK COPY

IR088-08

Agreement between the Central Arizona Water Conservation District and Valencia Water Company, Inc. providing for the Delivery of Excess Central Arizona Project Water 11/6/2008 Central Arizona Water Conservation District and Valencia Water Company, Inc.

Section 19
requires written
approval by
CAWCD to
assign.

Settlement Agreement for Stipulated Condemnation
Schedule 2.7 Assumed Liabilities

CLERK COPY

Liability

Description

None as of the date of execution.

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.3 Required Consents

CLERK COPY

Type/ID	Title	Executed	Parties	Status
Water Rights	Central Arizona Water Conservation District Agreements for CAP Water	Various	Valencia Water Company or Water Utility of Greater Buckeye and Central Arizona Water Conservation District	Water right agreements are listed specifically on Schedule 2.1(h). Consent to assignment is required.
Ground Lease	Lease of Property	38596	Union Pacific Railroad Company and West Maricopa Combine, Inc.	In effect. Consent to assignment required.
Franchise	Franchise Agreement with Board of Supervisors of Maricopa County, Arizona for portions of Maricopa County described therein.	39758	Valencia Water Company and Maricopa County, Arizona.	Consent of County or new franchise may be required.

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.7 Undisclosed Liabilities

CLERK COPY

Liability

None as of the date of execution.

Description

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.8 Changes in Business

CLERK COPY

Change

None as of the date of execution.

Description

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.9 Taxes

CLERK COPY

Type

Transaction Privilege Taxes

Status

Transaction privilege sales taxes are charged to customers, collected, and then remitted to the State of Arizona the following month. Since there is an approximate one month lag between tax collection and tax remittance, transaction privileges taxes for the most recent month preceding the Execution Date are listed as an exception to Section 3.1.9 of the agreement.

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.10 Litigation

CLERK COPY

Style

None as of the date of execution.

Status

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.12 Exceptions to Marketable Title

CLERK COPY

Type

Real property for Miller Manor Tank and Well Site.
Utility Easement Instrument No. 2005-1705819

Description

Discrepancy regarding ownership.
First page of legal description of easement was not recorded.

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.15 Contracts

CLERK COPY

Type/ID	Title	Executed	Parties	Status
Schedules 2.1(b), 2.1(c) 2.1(g), and 2.1(h) are hereby incorporated by reference.				

Settlement Agreement for Stipulated Condemnation
Schedule 3.1.17 Environmental Matters

CLERK COPY

Description

None as of the date of execution.

Settlement Agreement for Stipulated Condemnation
Schedule 4.1.1 Employees

CLERK COPY

Name	Position	Exempt/Non-Exempt
Conrad, Leland	Operator	Non-Exempt
Defilippo, Robert	Maintenance Technician	Non-Exempt
Duhamell, Mark	Distribution and Backflow Supervisor	Exempt
Fernandez, Edward	Maintenance Technician	Non-Exempt
Fink, Joshua	Operator	Non-Exempt
Llamas-Varela, Elsa	Customer Service Rep/Field Service Rep	Non-Exempt
McKeon, Chad A	Field Service Rep	Non-Exempt
Nuno Perez, Paulo	Operator	Non-Exempt
Ouellette, David	AMMX Superintendent	Exempt
Perez, Roy	Senior Operator	Non-Exempt
Reynolds, James	Customer Service Rep	Non-Exempt
Ringhoffer, Antal	Client Services Regional Supervisor	Exempt

Settlement Agreement for Stipulated Condemnation
Schedule 4.3.7 Non-Owned Assets

CLERK COPY

Description

None as of date of execution.

**SETTLEMENT AGREEMENT FOR STIPULATED CONDEMNATION
BY AND AMONG
GLOBAL WATER RESOURCES, INC.,
GLOBAL WATER, LLC,
WEST MARICOPA COMBINE, INC.,
VALENCIA WATER COMPANY, INC.,
WATER UTILITY OF GREATER BUCKEYE, INC.,
AND
CITY OF BUCKEYE
DATED MARCH 19, 2015**

Signature below acknowledges receipt of three (3) executed originals of the above referenced document.

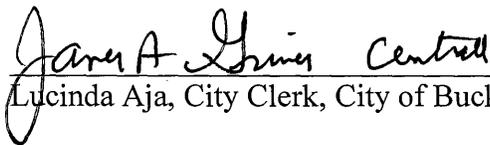


Name

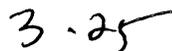


Date

Delivered by:



Lucinda Aja, City Clerk, City of Buckeye



Date

EXHIBIT A

DECLARATION OF OFFICIAL INTENT UNDER TREASURY REGULATION SECTION 1.150-2 TO REIMBURSE AN EXPENDITURE WITH PROCEEDS OF TAX-EXEMPT OBLIGATIONS

The undersigned is the Finance Director of the City of Buckeye, Arizona, (the "City"), and has been designated by the Mayor and Council of the City to declare official intent on behalf of the City with respect to the reimbursement of expenditures with proceeds of tax-exempt obligations.

Section 1. Declaration of Official Intent. The undersigned hereby declares under Treasury Regulation Section 1.150-2 the official intent of the City to reimburse the capital expenditures made in connection with the Project described in Section 3 hereof with the proceeds of tax-exempt obligations.

Section 2. Timeliness of Declaration. This declaration is being made not later than sixty (60) days after payment of the expenditure(s) to be reimbursed.

Section 3. Project Description. The project for which the expenditures were made is described as follows (Instructions: Generally describe the project for which the expenditure is paid. A project includes any property, project or program (e.g., highway capital improvement program, hospital equipment acquisition, or school building renovation). A project description is sufficient if it identifies, by name and functional purpose, the fund or account from which the original expenditure is paid (e.g., parks and recreation fund -- recreational facility capital improvement program.)):

Acquire Global Water Company. Purchase
price of \$55M plus COI.

Section 4. Maximum Principal Amount. The maximum principal amount of obligations expected to be issued for the project described in Section 3 above is \$ 56M.

Section 5. Reasonable Expectation to Reimburse. This Declaration as of its date is consistent with the budgetary and financial circumstances of the City and the City reasonably expects to reimburse the expenditures with respect to the project described in Section 3 with proceeds of tax-exempt obligations.

Dated: April, 29, 2015.



Larry D. Price, Finance Director, City of Buckeye,
Arizona,