



WEST DES MOINES WATER WORKS BOARD OF TRUSTEES MEETING COMMUNICATION

DATE: February 21, 2024

ITEM:

6. Recommendations from Staff
 - d. Resolution – Approving an Aquifer Storage and Recovery (ASR) Well Agreement with Microsoft

FINANCIAL IMPACT:

The agreement provides for a total of \$12.25 million with an additional \$750,000 cap for a total of \$13 million should construction prices come in higher due to the variable construction market. The cost will be paid in increments: 50% within 30 days of commencement of construction, 25% within 30 days of 50% construction completed and 25% within 30 days of substantial completion of the project.

SUMMARY:

It was recently announced Microsoft's plan to building a sixth data center in West Des Moines. WDMWW has been partnering with Microsoft since our first data center in 2008 to identify the necessary water system improvements.

WDMWW recently signed a Memorandum of Understanding (MOU) with Microsoft acknowledging our appreciation of Microsoft's commitment to supporting WDMWW's needs as demonstrated through Microsoft paying for the new Adams Street Water Tower and their continued commitment to paying for the new 3 million gallon per day (mgd) ASR well at 88th Street. Microsoft and WDMWW continue to have a strong partnership and work towards our respective sustainability goals and our efforts to meet the needs of Microsoft and the West Des Moines community. With the execution of this agreement, Microsoft has to date contributed \$21.56 million dollars to support WDMWW system projects.

This agreement has been reviewed by Amy Beattie of Brick Gentry Law and Steve Nadel, bond counsel, of Ahlers and Cooney Law Firm.

BACKGROUND:

Microsoft Corporation is undertaking construction of a new data center, the sixth in West Des Moines, known locally as Project Ruthenium. Water main extensions will be constructed with improved road projects as part of City construction projects. These are not fee district mains so they will not be reimbursed by the West Des Moines Water Works. Microsoft continues to support the necessary system infrastructure WDMWW needs to serve both Microsoft and our other customers. Once final execution of this agreement by both parties occurs, staff will withdraw from the State Revolving Fund application process.

RECOMMENDED ACTION BY THE BOARD OF TRUSTEES:

That the Board of Trustees Approve the Aquifer Storage and Recovery Well Agreement with Microsoft for the construction of a 3 MGD ASR.

Prepared by: Clt Murphy

Approved for Content by: Clt Murphy

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE FORM OF AGREEMENT WITH MICROSOFT CORPORATION AND AUTHORIZING THE EXECUTION OF THE AGREEMENT UPON RECEIPT OF A FULLY EXECUTED AGREEMENT FROM MICROSOFT CORPORATION

WHEREAS, Microsoft Corporation has proposed a multi-year, large-scale project that may include multiple buildings extending over a period of years with the use of one or more data centers and/or other facilities, as well as certain accessory uses or buildings and other related or associated uses, buildings or structures, commonly referred to as "Ruthenium" (the "Project");

WHEREAS, WDMWW finds developments such as the Project to be in the public interest of the citizens of West Des Moines and thus desires to encourage and aid the Project in order to recruit the Project to West Des Moines;

WHEREAS, WDMWW desires to provide, and Microsoft Corporation desires to obtain, Water service to the Project through the WDMWW System, on the terms and conditions set forth in the Aquifer Storage and Recovery Well Agreement attached as Exhibit "A"; and

WHEREAS, Microsoft Corporation has given its approval to the form of the Aquifer Storage and Recovery Well Agreement and anticipates execution of the Agreement on or after February 21, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of West Des Moines Water Works hereby approves the form of Aquifer Storage and Recovery Well Agreement attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Chairperson of West Des Moines Water Works is hereby authorized to execute said Aquifer Storage and Recovery Well Agreement upon receipt of the executed Aquifer Storage and Recovery Well Agreement from Microsoft Corporation.

Dated this 21st day of February 2024.

Chairperson

ATTEST:

Secretary

AQUIFER STORAGE AND RECOVERY WELL AGREEMENT (Exhibit A)

THIS AQUIFER STORAGE AND RECOVERY WELL AGREEMENT (this “Agreement”) is made and entered into as of _____, 2024 (“Effective Date”) by and between West Des Moines Water Works, a municipal utility existing under the laws of the State of Iowa (“WDMWW”), and Microsoft Corporation, a Washington corporation (together with its affiliates and their respective successors and assigns, “Customer”). WDMWW and Customer are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. Customer owns certain land located in the City of West Des Moines, Madison County, Iowa as more particularly described or depicted on Exhibit A hereto (the “Property” or “Properties”).

B. Customer has proposed to establish on the Properties a multi-year, large-scale project that may include multiple buildings extending over a period of years with the use of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, cooling systems, power supplies, and environmental controls, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures (the “Project”). The Project is commonly referred to as “Ruthenium”.

C. WDMWW finds developments such as the Project to be in the public interest of the citizens of West Des Moines and thus desires to encourage and aid the Project in order to recruit the Project to West Des Moines.

D. The Project will require adequate, reliable potable water (“Water”).

E. WDMWW owns and operates within the municipal limits of the City of West Des Moines a potable Water system (the “Water System” or “System”).

F. The Parties wish to provide for the construction of certain improvements to the System to be performed by WDMWW that will enhance the System as a whole, thereby enhancing Water services provided to the Project and other WDMWW customers.

G. WDMWW desires to provide, and Customer desires to obtain, Water service to the Project through the System, on the terms and conditions set forth herein and the WDMWW service rules as revised from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WDMWW and Customer hereby agree as follows:

1. CURRENT AVAILABILITY; PERMITTED CAPACITY. WDMWW represents, warrants and covenants to Customer as follows:

(a) Availability. WDMWW Water service will be made available to the Property, and such Water service shall remain available to the Property during the entire period of operation of the Project. Customer shall be a general public user of the System with service pursuant to the WDMWW service rules and applicable rates and charges under the generally applicable and uniformly applied WDMWW rate schedules as adopted and revised from time to time by the Board of Trustees of WDMWW.

(b) Quality. WDMWW has the ability to provide and will provide Water services through the System to the Property of a quality (such quality, the “Required Quality”) as is required by all applicable local, state and federal laws and regulations (collectively, “Laws”).

(c) Water System Buildout. WDMWW and Customer agree to the following:

1. WDMWW shall construct an aquifer storage and recovery well and related improvements (collectively, the “ASR”) in accordance with the schedule attached hereto as Exhibit B, such that it is in service prior to peak loading for Customer’s Building 1 Ruthenium, which has an anticipated operational date in 2028 based on current planning.

2. The ASR shall be designed and constructed to enable the Water System to provide projected standard pressures of not less than 35 pounds per square inch of water pressure in accordance with the American Water Works Standards.

3. Ownership of the ASR and the land necessary for construction of the ASR, commonly known as the 88th Street Aquifer Storage and Recovery Well and described on Exhibit C attached hereto (the “Land”) remains with WDMWW. Customer shall have no rights to either the ASR, the capacity thereof, or the Land. WDMWW will determine access rights to the ASR. No access rights shall be provided to Customer during construction or operation. Operational decisions will be at the sole discretion of, and are subject to change by, WDMWW.

4. The City of West Des Moines for the benefit of WDMWW currently owns the Land and will provide the Land for the ASR at no cost.

5. All operation and maintenance of the ASR shall be the responsibility of WDMWW.

6. Delays by the contractor, delays in material availability, the Department of Natural Resources (“DNR”), or unforeseen acts of God are not the fault of WDMWW and WDMWW will not be held liable for any impact on the construction timeline.

7. Customer shall provide twelve (12) months’ written notice prior to adding each additional building for Customer’s the Ruthenium Project to the service provided by the Water System. WDMWW has sufficient capacity to serve

Customer's Ruthenium Project as currently designed and previously communicated to WDMWW. Water service for any additional buildings (i.e., other than the buildings mentioned above for the Ruthenium Project) is subject to System capacity at such time. Customer will provide WDMWW with not less than twelve (12) months' prior written notice of any proposed additional building or any changes or additions to the Project that may affect Water service in a material manner or may cause a material increase in Customer's projected water usage. Such additional buildings, changes or additions shall be subject to WDMWW review and approval prior to providing Water Service, provided that said approval shall be determined based on the WDMWW service rules and System capacity to provide the requested Water service and shall not be unreasonably withheld, or unreasonably conditioned or delayed. Customer shall be responsible for the cost of any System improvements necessitated by additional buildings beyond the Ruthenium Project as currently designed, changes or additions to the Project or Customer's water usage. The type, timing and cost of any such improvement must be acceptable to Customer in its reasonable discretion.

8. WDMWW shall hire a licensed professional engineer to complete the design for the ASR. WDMWW shall select said Engineer.

9. WDMWW will comply with all local, state, and federal guidelines for construction of the ASR and will file all necessary permits for the construction. Permitting and filing fees will be included in the lump sum total cost below.

10. WDMWW will continue to pay upfront the engineering funds necessary to maintain the estimated timeline to complete the ASR. Design fees will be included in the amount required to be paid by Customer pursuant to Section 1(d)(1) below. This Agreement shall be in place prior to issuing notice to builders.

(d) Terms of payment. Customer shall make payments as follows:

(1) Provided that WDMWW commences and completes construction of the ASR as required in Section 1(c) above, Customer shall owe WDMWW the total sum of \$12,250,000, payable as follows: Customer shall pay fifty percent (50%) of said amount to WDMWW within 30 days following Customer's receipt of written notice from WDMWW that construction of the ASR has commenced; Customer shall pay twenty-five percent (25%) of said amount within 30 days following Customer's receipt of written notice from WDMWW that construction is fifty percent (50%) completed; and Customer shall pay the remaining twenty-five percent (25%) within 30 days following Customer's receipt of written notice of substantial completion of construction from WDMWW. Notwithstanding anything to the contrary herein, if the total cost of constructing the ASR, including engineering, construction, and any cost overruns, exceeds \$12,250,000, Customer shall pay the excess amount, up to an additional \$750,000, at the time of the third payment after substantial completion of construction.

Customer has no obligation to contribute more than \$13,000,000 to the cost of constructing the ASR, unless Customer agrees in writing to pay for any amount above \$13,000,000. If WDMWW incurs more than \$13,000,000 in ASR construction costs without obtaining Customer's written agreement to pay for same, WDMWW shall be responsible for such excess costs.

- (2) If WDMWW terminates this Agreement by reason of a default hereunder by Customer, which default is not cured as provided in Section 6, Customer shall pay the balance due and payable at the time of termination under Section 1(d)(1).
- (3) In the event of default by Customer in making such payments, Customer agrees to pay to WDMWW all costs and expenses incurred by WDMWW in enforcing its rights hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

(e) General. WDMWW Board of Trustees, after conducting a duly-noticed public meeting, adopted Resolution No. [REDACTED] on [REDACTED, 2024], effective immediately upon adoption, which resolution (i) confirmed WDMWW Board's approval of this Agreement and (ii) authorized the execution of this Agreement. WDMWW has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

2. Customer Usage Limitations. Customer agrees to the following:

(a) Not to exceed a total of five (5) million gallons per day of peak day usage (the "Maximum Usage Per Day") for Customer's combined data center water use (as of the date of this Agreement, six data center locations including Project Ruthenium located in Polk, Dallas, Warren and Madison counties) for a period of seven years (7) from the date of the Agreement or such time as may be necessary to complete construction and placement of such quantities of additional system treatment capacity into service, as will enable WDMWW to meet the actual and projected peak demand of all its customers including but not limited to Customer's combined data center water usage, whichever is longer (the "Limitation Period"). Customer shall not exceed the Maximum Usage Per Day during the Limitation Period, and the Limitation Period shall continue until its conclusion as provided in this subsection is certified in writing by the WDMWW General Manager. For the avoidance of doubt, the Maximum Usage Per Day is a ceiling on Customer's usage during the Limitation Period, and is not a guaranteed amount of water, a priority right, or a dedication of capacity.

(b) Microsoft acknowledges that jurisdictions near West Des Moines, Iowa, share or use common water supply sources with WDMWW and that data centers located in such jurisdictions may impact WDMWW's current and future water supply due to such shared sources. Microsoft agrees to consider and mitigate potential impacts to WDMWW's water supply when planning for new data center sites in such jurisdictions. While Microsoft retains the right to make final siting decisions, it will collaborate in good faith with WDMWW during the planning phase to identify and avoid potential adverse impacts on WDMWW's water supply by implementing mitigation strategies and adjusting the siting of such facilities to minimize such impacts.

3. METERS.

(a) Water meters shall be provided and installed by WDMWW or contractor(s) acceptable to Customer, and Customer's use of water shall be measured, as provided in WDMWW service rules and customary practices. Said rules and practices are summarized in part as follows: Customer's use of water shall be measured based on Customer's actual withdrawals from the Water System using meters purchased by WDMWW. Costs for meters will be paid for as part of the monthly service charge fee billed to Customer. Meters will be replaced when the meter reaches its useful life or before if determined appropriate by the WDMWW. WDMWW shall be granted access to the meters as determined by WDMWW. Disputes over water charges will be handled in the customary practice as handled with all WDMWW customers. For additional details, see the WDMWW service rules.

4. WATER SYSTEM OPERATION.

(a) Nature of Operation of System. WDMWW acknowledges and agrees that the nature of the operation of the Project requires continuous and uninterrupted Water services, and accordingly, WDMWW agrees to exercise commercially reasonable efforts in accordance with its regular practices and procedures to operate the ASR and Water System to maintain the water pressure standards set forth in Section 1(c) above. If any Water shortage or curtailment is declared, WDMWW will prioritize Water supply to services affecting public health, welfare and safety, including hospitals and booster stations. The Parties acknowledge that normal and routine use of the ASR is anticipated to occur only during an approximate three (3) to four (4) month duration of time each calendar year. Such duration will generally occur from June to September each calendar year. The duration and timing of the ASR operation will be determined solely by WDMWW. When in operation the ASR is for the benefit of the entire Water System and is not dedicated to Customer. Customer and the Project may be served from any portion of the Water System at any time, both during periods of time when the ASR is in operation and when the ASR is not in operation.

(b) Repairs; Maintenance. Pursuant to and in accordance with its regular practices and procedures, WDMWW shall, at its cost, keep and maintain the System in good working condition and repair. WDMWW shall, as soon as may be reasonably practicable under the circumstances, following the commencement of any material service interruption affecting the Water System, identify the cause of such service interruption and commence appropriate repair, restoration and maintenance measures to restore full System operations and service. WDMWW shall diligently pursue such repair, restoration and maintenance measures until full System operations are restored. WDMWW shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances necessary for WDMWW to fulfill its obligations hereunder in accordance with its regular practices and procedures. WDMWW shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week in accordance with its regular practices and procedures.

5. FEES AND RATES FOR CONNECTIONS AND SERVICES. The Parties acknowledge and agree that standard fees, rates or other charges for the connection to or use of the Water System (collectively, the “Water Rate” or the “Rate”) are set forth in a schedule of rates and charges adopted and modified from time to time by resolution of the Board of Trustees of the West Des Moines Water Works and shall apply to Customer. Customer shall not be charged for any costs other than those set forth in Section 1(d) and this Section 4 unless otherwise agreed to by the Parties.

6. TERM. The term of this Agreement (the “Term”) shall commence on the Effective Date and expire on the later of (i) the date that is seven (7) years following the Effective Date or (ii) the date the WDMWW General Manager certifies in writing that the Limitation Period has concluded. For avoidance of doubt, construction of the ASR shall be completed as provided herein within the Term and Customer’s obligations to make payment to WDMWW as provided in Section 1(d) hereof shall survive termination of this Agreement. For the avoidance of doubt, after termination of this Agreement, WDMWW shall continue to provide Water Service to the Project in accordance with its regular practices and procedures. Such service will be under WDMWW’s service rules and applicable law, not this Agreement, and subject to System capacity.

7. DEFAULT AND REMEDIES.

(a) Generally. Customer shall be in default under this Agreement if it fails to timely pay the amounts set forth in Section 1(d) and such failure continues for 10 days after written notice from WDMWW to Customer. In the event of any other default by a Party in the performance of its obligations under this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than 15 days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default within said cure period or extended cure period, as applicable, the non-defaulting Party may either (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both.

(b) Mutual Waiver of Consequential Damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

8. MISCELLANEOUS.

(a) Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

(b) Notice. Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 8(b), notices to the Parties shall be delivered as follows:

WDMWW: West Des Moines Water Works
Attention: General Manager
1505 Railroad Avenue
West Des Moines, IA 50265

Customer: Microsoft Corporation
One Microsoft Way
Redmond, WA 98052
Attention: General Manager, Cloud Infrastructure, Strategy
and Architecture, MCIO
Attention: Sr. Director, Land Development Organization CO-I

with a copy to:
Microsoft Corporation
Corporate, External and Legal Affairs
One Microsoft Way
Redmond, WA 98052
Attention: MCIO CELA

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second Business Day (defined below) after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

(c) Assignment. Customer may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with Customer (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) with approval of WDMWW which approval shall not be unreasonably withheld, conditioned or delayed, a subsequent owner of all or any portion of the Property (such assignment shall not relieve Customer of its covenants, commitments and obligations hereunder arising prior to or relating to the period prior to the effective date of the assignment).

(d) Entire Agreement. This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter herein, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are superseded

by this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by WDMWW, the citizens of West Des Moines and Customer.

(e) Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(f) Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Iowa. Any legal action shall be commenced in Polk or Dallas County, Iowa.

(g) Interpretation. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

(h) Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(i) Business Days. As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Iowa. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Iowa, then the date for performance thereof shall be extended to the next Business Day.

(j) Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable Law, or by any other agreement or contract executed by WDMWW and Customer in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

(k) Attorneys’ Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 8(l) shall survive the termination of this Agreement.

(l) Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

(m) Waiver of Jury Trial. **Each party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this agreement or (ii) in any way connected with or related or incidental to this agreement or any of the transactions related hereto. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by a court trial without a jury and that either party may file a copy of this agreement with any court as evidence of such waiver.**

[Signatures appear on following pages]

WDMWW:

WEST DES MOINES WATER WORKS,
a municipal utility existing under the laws of the State of Iowa

By: _____
Name: _____
Title: _____

[Signature page continues]

CUSTOMER:

MICROSOFT CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY

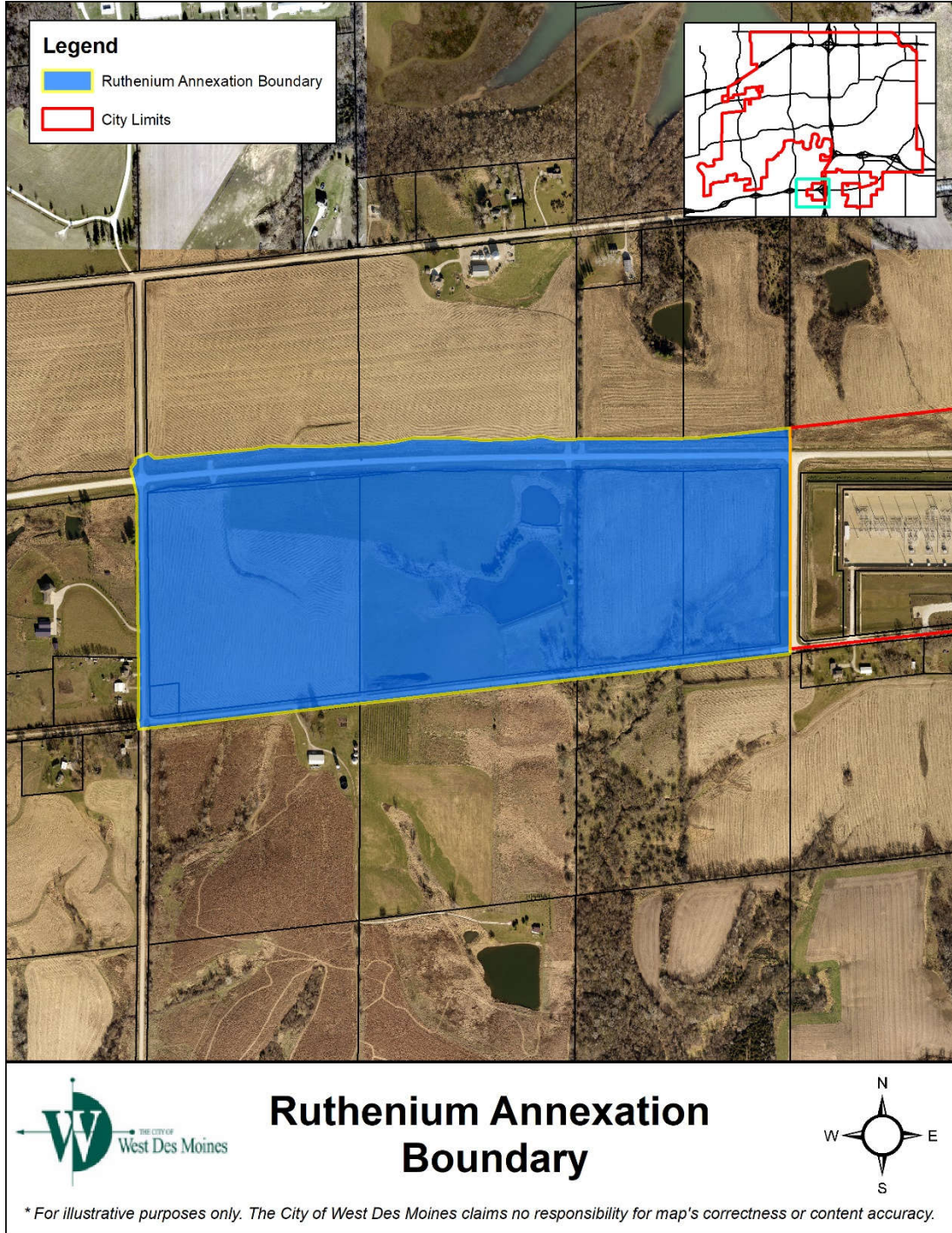


EXHIBIT B

SCHEDULE OF AQUIFER STORAGE AND RECOVERY WELL

Design	– Completed by March 29, 2024
Bid	– Completed by May 31, 2024
Substantial Completion and in service	– Completed by July 15, 2027

EXHIBIT C

LAND



Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on 1/23/2024 5:02:25 PM	
Style name: KL Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://USWWRKDMS.IMANAGE.KLDOMAIN.COM/USW_Active01/5073226 55/1	
Modified DMS: iw://USWWRKDMS.IMANAGE.KLDOMAIN.COM/USW_Active01/5073226 55/2	
Changes:	
<u>Add</u>	16
<u>Delete</u>	10
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	26