



TERMINATION OF PRIOR LARGE WATER METER (MLM) PERMIT AND ISSUANCE OF NEW MLM PERMIT AS OF OCTOBER 1, 2026

In accordance with the provisions of Title 8, Chapter 10 of the Mesa City Code, Permittee



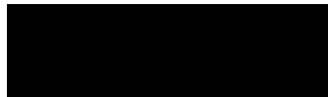
Mesa, Arizona, 85212

is hereby allowed metered water deliveries as an MLM Customer pursuant to Title 8, Chapter 10 of the Mesa City Code (See Exhibit A) at the above identified address, through the City approved water meter(s) as identified herein in accordance with the conditions set forth in this Permit. Compliance with this Permit does not relieve the Permittee of the obligation to comply with any or all other applicable requirements under local, State, or Federal laws, including any such regulations, requirements, standards, or laws that may become effective during the term of this Permit.

Noncompliance with any term or condition of this Permit shall constitute a violation of Title 8, Chapter 10 of the Mesa City Code.

The MLM Permit previously issued and effective January 1, 2025, is hereby terminated as of October 1, 2026. This new MLM Permit (this "Permit") is effective on October 1, 2026, and will automatically terminate in accordance with Section 13 below and is nontransferable by the Permittee.

By: _____



Joe Giudice
Water Resources Director
City of Mesa, Arizona

Issued on October 1, 2026.

{00604949.1}

PERMIT PROVISIONS

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Demand Ceiling. City hereby permits the Permittee to the applicable Demand Ceiling as specified in Exhibit A. Permittee acknowledges and agrees to limit metered water deliveries at the Property for the Project and all other uses thereon (through all meters) to the Demand Ceiling, subject to the City Water Shortage Management Plan. See Exhibit A. Permittee must comply with the applicable Demand Ceiling except as authorized by compliance with an Allowance under this Permit.
3. Sustainable Water Service Application. Permittee submitted a Sustainable Water Service Application to the City, as required by M.C.C. § 8-10-9.
4. Allowance. An Allowance is an amount of System water available in excess of the Demand Ceiling as specified in Exhibit A and based on the completed conveyance of Long-Term Storage Credits to the City by Permittee, compliance with this Permit, and all other requirements of this M.C.C. § 8-10-9.

- 
6. No Conveyance. Nothing in this Permit shall constitute a transfer or conveyance of ownership of any water rights by City to Permittee.
 7. City Service. Permittee acknowledges that all City utility service is made available subject to the terms and limitations of, and Permittee's continued compliance with, the City's Terms and Conditions for the Sale of Utilities, the City's Water Shortage Management Plan (notwithstanding the issuance of this Permit or any of the provisions hereof, water usage at the Property remains subject to any water reduction and other conservation measures adopted by the City under the Water Shortage Management Plan), and the timely payment of applicable rates, fees and charges. All service is made available in the manner provided to other similarly situated customers, without special rights or remedies.
 8. Compliance with this Permit and applicable Laws. Permittee shall take all measures to comply with this Permit and prevent excessive pressure fluctuations and otherwise mitigate impacts on the City's water utility system and avoid disrupting utility service to other customers, including but not limited to designing, engineering, constructing, operating, and maintaining sufficient water storage on-site, all at its sole cost and expense. Permittee shall comply with all applicable Federal, State, and local laws, regulations, and ordinances. Permittee shall comply with any applicable conservation requirements under the Management Plans as adopted and administered directly by the Arizona Department of Water Resources. Permittee shall comply with all applicable City of Mesa Code

requirements, ordinances, and regulations. This Permit does not modify, change, or alter the City of Mesa Code requirements, ordinances, or regulations; accordingly, separate from this Permit, Permittee shall obtain all other applicable permits and approvals as required by the City of Mesa for the construction or installation of improvements on the Property.

9. Liability and Damages. Permittee shall be solely responsible and liable for any and all damages, injuries, and losses arising from, or related to, the design, construction, installation, location, operation, or maintenance of facilities.

10. Reporting Requirements. All reporting (including written notifications and oral notification) required by this Permit shall, unless otherwise specified, be addressed to:

City of Mesa
Water Resources Department
Water Policy Division
P.O. Box 1466
Mesa, Arizona 85211-1466

During normal business hours (7:00 a.m. to 6:00 p.m.), the City of Mesa's Water Policy division should be notified by telephone at (480) 644-3305. At all other times notification is to be made by email at WaterMLM@mesaaz.gov.

11. Property Rights. The issuance of this permit does not convey any property rights of any sort or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

12. Permit Not Transferable. Large Water Meter Permits are issued to a specific user for a specific operation and are not assignable to another user or transferable to any other location. In the event of sale or transfer of ownership, the Permittee must give written notification to the Mesa's Water Policy division prior to the effective date of sale or ownership transfer. **THE PURCHASER, OR NEW OWNER, MUST OBTAIN A PERMIT TO CONTINUE USING AT OR ABOVE THE DEMAND CEILING PER TITLE 8, CHAPTER 10.**

13. Automatic Termination of Permit. This Permit will terminate, without further notice from City, upon the earlier of any of the following: (i) on September 30, 2029, which is three years from the date of issuance of this Permit; (ii) upon Customer's use of water in exceedance of the Demand Ceiling equal to the long-term storage credits transferred to City as shown in Exhibit A; or (iii) upon six (6) months' notice of termination from City to Customer that City has determined, in its sole discretion, that due to water limitations, restrictions, or limited availability it is in the best interest of the community to terminate. If, upon termination, Customer has not used all the long-term storage credits it transferred to City, City will return the unused long-term storage credits to Customer.

14. Application for New Permit. Customer must submit a new Sustainable Water Service Application to City not less than one hundred and twenty (120) days prior to termination of this Permit if Customer

seeks a new Permit with an Allowance and the required Long-Term Storage Credits for the Allowance. The issuance of a new Permit is in the sole discretion of the City.

15. Planned Changes. The Permittee shall complete a Sustainable Water Service Application and submit to the City of Mesa no later than 180 days prior to any proposed facility expansion, production increase, or process modification which results in increased demand. The issuance of a new or revised Permit remains in the sole discretion of the City.

16. Anticipated Potential Noncompliance. The Permittee shall give ninety (90) days advance notice to the City of Mesa of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.

17. Signatory Requirements. All applications, reports, or information submitted to the City of Mesa must contain the following certification statement and be signed as required in Sections (a), (b), (c) or (d) below:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

- a) By a responsible corporate officer, if the Permittee submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
 - (i) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
 - (ii) The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million, if authority to sign documents has been assigned or delegated to the Manager in accordance with corporate procedures.
- b) By a general partner or proprietor if the Permittee submitting the reports is a partnership or sole proprietorship, respectively.
- c) By a duly authorized representative of the individual designated in paragraph (a) or (b) of this section if:
 - (i) The authorization is made in writing by the individual described in paragraph (a) or (b);
 - (ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the use originates, such as the position of plant manager, CEO; and

(iii) The written authorization is submitted to the City.

- d) If an authorization under paragraph (c) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of paragraph (c) of this section must be submitted to the City prior to or together with any reports to be signed by an authorized representative.

18. Civil and Criminal Liability for Violations. Nothing in this Permit shall be construed to relieve the Permittee from administrative, civil and/or criminal penalties for noncompliance under Title 8, Chapter 10 of the Mesa City Code. A Permittee who violates permit conditions may be subject to imprisonment and/or fines up to \$2,500.00 per day per violation. The Permittee may also be subject to sanctions under State and/or Federal law.

19. Recovery of Costs Incurred. In addition to administrative, civil and/or criminal liability, the Permittee violating any of the provisions of this permit or Title 8, Chapter 10 of the Mesa City Code, shall be liable to the City of Mesa for any expense, loss, or damage caused by such violation. The City of Mesa shall bill the Permittee for the costs incurred by the City of Mesa for any repair, or replacement work caused by the violation. Refusal to pay the assessed costs shall constitute a separate violation of Title 8, Chapter 10 of the Mesa City Code.

20. Limitation. This Permit is governed by Mesa City Code 8-10-12 Limitation which states: Nothing in this Chapter, including the authorization of an Allowance by Permit or Sustainable Service Agreement, guarantees a particular level of water delivery or service, conveys any rights to the ownership of water, or creates a reservation of a specific quantity of water to any Permittee, Customer, or Person.

