

Exhibit "B"

Reclaimed Water Agreement

RECLAIMED WATER AGREEMENT

This Reclaimed Water Agreement ("Agreement") is entered into effective February 1, 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City") and Intel Corporation, a Delaware corporation ("Intel"). City and Intel may be referred to individually in this Agreement as a "Party" or collectively as the "Parties."

RECITALS

A. Intel owns and operates a semiconductor manufacturing facility located at 4500 S. Dobson Road in the City of Chandler, Arizona.

B. City and Intel are parties to that certain Small Volume Reclaimed Water Use Agreement dated July 1, 2020 (the "Existing Agreement"), which provides that City will use its best efforts to deliver Reclaimed Water to Intel in an amount up to an annual average of 2.47 million gallons per day (MGD), plus or minus 20% and with a peak daily volume of no more than 3.2 MGD. The Existing Agreement is for a one-year term ending at 5:00 p.m. on June 30, 2021.

C. Intel desires to firm City's commitment to deliver Reclaimed Water under the Existing Agreement by removing the one-year term.

D. City requires additional infrastructure to firm its commitment to deliver Reclaimed Water to Intel and to meet any future Intel Reclaimed Water needs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. **Definitions.** The following definitions apply to this Agreement:

1.1. **Costs of Construction.** "Costs of Construction" means all direct costs, fees, or expenses associated with the construction of a specified infrastructure project, including: design and engineering costs; the cost of any land, easements, rights-of-way or other real property interests required in connection with the project; broker commissions; escrow fees and premiums for title insurance (including endorsements); permitting fees and costs; amounts paid to contractors, subcontractors, and material suppliers; amounts paid to construction managers and similar personnel; the cost of studies or reports required in connection with the construction; casualty, "wrap," and liability insurance; the cost of any appurtenant facilities and structures; and staging costs.

1.2. **Operational Year.** "Operational Year" means a calendar year commencing January 1 and ending December 31.

1.3. Overage. "Overage" means an increase in the Costs of Construction, regardless of the cause.

1.4. Planned Canal Outage Schedule. "Planned Canal Outage Schedule" means the scheduled dry-up or other major maintenance resulting in unavailability of a canal provided to City by the canal operator.

1.5. Potable Non-Residential Rate. "Potable Non-Residential Rate" means the then-current rate per gallon that City charges non-residential customers for delivery of potable water.

1.6. Reclaimed Water. "Reclaimed Water" shall mean water that has been treated at a City of Chandler wastewater treatment facility for delivery to Intel.

1.7. Reclaimed Water Rate. "Reclaimed Water Rate" means the then-current per gallon rate that City charges to users of treated effluent under Chandler City Code Chapter 50.

1.8. Shortage. "Shortage" means any reduction in City's capacity to deliver Reclaimed Water, such as unforeseen issues with water quality, a canal dry-up or other outage, or major scheduled or unscheduled maintenance on City Water Reclamation Facilities.

1.9. Wastewater. "Wastewater" means water that Intel delivers to any City of Chandler wastewater treatment facility which satisfies all applicable federal, state and City pre-treatment standards.

1.10. Water Reclamation Facilities. "Water Reclamation Facilities" means any infrastructure that City uses or relies upon to deliver Reclaimed Water to Intel under this Agreement, including, but not limited to, City's Airport Water Reclamation Facility (AWRF), City's Ocotillo Water Reclamation Facility (OWRF), and any other infrastructure or improvements constructed under this Agreement or any future development agreement between City and Intel.

2. Phase 1 Improvements. To enable City to firm Reclaimed Water deliveries to Intel, City and Intel will partner on the construction of a small membrane water treatment facility at AWRF as set forth below.

2.1. Reclaimed Water Interconnect Facility (RWIF). City has initiated a long-lead design contract for the design of a small membrane water treatment facility with a capacity of five MGD for delivery to City's reclaimed water distribution system and aquifer storage facilities at Veteran's Oasis Park and Tumbleweed Park (the "Long-Lead Design Contract").

2.2. Intel Participation in RWIF. For the benefit of Intel, City will increase the design capacity of its RWIF from five MGD to ten MGD (the "Phase 1 Improvements"). The estimated Costs of Construction related to the Phase 1 Improvements is \$23.4 million as set forth in Table A below.

Table A

Work Item Description	Est. Cost
Design	\$ 2,008,560
Equipment (including membranes, large equipment, and electrical gear)	6,000,000
Construction	13,391,440
Construction Administration and Inspection Services	2,000,000
Total	\$ 23,400,000

Intel will pay one-half of all Costs of Construction related to completion of the RWIF, including the Long-Lead Design Contract and any other sunk costs as of the date of this Agreement ("Intel's Share"). Any Overage will be paid by the Party whose actions cause the Overage. If the Parties have agreed to the Overage, or if the cause of the Overage is beyond the control of either Party or reasonably cannot be determined, City and Intel will each pay one-half of the Overage. Intel's Share will be Public Infrastructure Improvement Project 4 under the terms of the Public Infrastructure Master Agreement between Intel and City dated May 24, 2019 (the "Master Agreement"). City will seek reimbursement of 80% of Intel's Share from the Arizona Department of Revenue ("ADOR") under the terms of the Master Agreement, and Intel shall reimburse City for 20% of Intel's Share as set forth in Table B below. Intel agrees that it will pay City for any portion of Intel's Share not reimbursed by ADOR for any reason.

Table B
(\$ million)

Est. Total Cost	City Share	Est. City Cost	Intel Share	Est. Intel Cost	Intel % Funding	Est. Intel \$ Funding	ADOR % Funding	Est. ADOR \$ Funding
\$ 23.4	50%	\$11.7	50%	\$11.7	20%	\$2.34	80%	\$9.36

2.3. Extension of Existing Agreement. City and Intel agree to extend the term of the Existing Agreement until City completes construction of the RWIF.

2.4. Reclaimed Water Delivery Agreement. Upon completion of the RWIF and payment in full of Intel's Share, City and Intel will enter into a Reclaimed Water Delivery Agreement in the form attached as Exhibit "A".

2.5. Termination of Existing Agreement. Upon execution of the Reclaimed Water Delivery Agreement, the Existing Agreement shall terminate.

3. Phase 2 Improvements. When Intel determines that its demand will exceed the volume of Reclaimed Water being delivered under the Reclaimed Water Delivery Agreement, Intel may initiate Phase 2 Improvements by providing written Notice to City. City and Intel will enter into a development agreement under A.R.S. § 9-500.05 addressing the expansion of Intel's manufacturing facilities and the requirements for public infrastructure associated with that expansion (the "Phase 2 Development Agreement"), which shall include at least the following:

3.1. Intel Expansion. A description of Intel's planned expansion and a projection of the economic impacts of same through increased property tax revenues, job creation, and other economic development.

3.2. Infrastructure. For the purpose of providing necessary supply and redundancy in the system, design, construction, and financing of a transmission line capable of delivering up to 11 MGD of Reclaimed Water from AWRF to City's Ocotillo Water Reclamation Facility and Intel's Blended Reuse Water Tank, plus any other infrastructure required to enable City to deliver a total annual average of five MGD of Reclaimed Water to Intel, including any volumes required for peaking ("Phase 2 Improvements").

3.3. City's Delivery Commitment. City will commit to delivering an annual average of five MGD of Reclaimed Water to Intel upon completion of the Phase 2 Improvements and subject to the terms and conditions set forth in this Section 3.

3.4. Supply/Demand Forecasting. By September 1 of each year, Intel will provide City with an annual Reclaimed Water use plan and a Wastewater supply plan for the following Operational Year. On the 15th of every month Intel will provide City with a Reclaimed Water demand and Wastewater supply forecast for the following month. To ensure that an adequate volume of reclaimed water is available to serve City's other reclaimed water users, Intel's annual Reclaimed Water demand should not exceed the volume of Wastewater that Intel delivers to City Water Reclamation Facilities. City and Intel agree to work cooperatively to resolve any operational difficulties experienced by either Party.

3.5. Priority and Shortage Sharing. City's delivery of an annual average of five MGD of Reclaimed Water to Intel will be exempt from the provisions of City Code Section 53-3.1. Shortages will be allocated between Intel and City as follows:

3.5.1. Shortage Lasting Less Than Seven Days. For a Shortage lasting less than seven days, City will continue to meet deliveries to Intel using other City water resources.

3.5.2. Shortage Lasting Seven Days or Longer. For a Shortage lasting seven days or longer, reductions will be shared equally between City and Intel resulting in a reduced annual average delivery volume for both. City will provide at least 48 hours' Notice to Intel prior to reducing the volume of Reclaimed Water delivered to Intel.

3.5.3. Planned Outage. City will share the Planned Canal Outage Schedule with Intel annually or as revised by the source water entity.

3.5.4. Makeup Water. Any reduction in annual average delivery volume may be addressed during the remaining months of the Operational Year by adjusting monthly flows to make up the reduced volume up to an annual average volume of five MGD at the Reclaimed Water Rate.

3.6. Additional Water. Intel may purchase an annual average volume of more than five MGD of Reclaimed Water, if available and with the prior approval of City's Director of Public Works & Utilities, at City's then-current Potable Water Non-Residential Rate, to be reconciled annually and billed separately as the difference between the Potable Non-Residential Rate and the Reclaimed Water Rate previously paid through the monthly billing process.

3.7. Limitation on Use. Intel shall limit its use of Reclaimed Water delivered by City to industrial cooling purposes only.

3.8. Termination of Reclaimed Water Delivery Agreement. Upon completion of the Phase 2 Improvements, the Reclaimed Water Delivery Agreement shall terminate and the Parties shall operate according to the terms and conditions of the Phase 2 Development Agreement.

4. Ownership of Improvements. City shall own, operate, and maintain all Phase 1 and Phase 2 Improvements completed under this Agreement and any future development agreement between City and Intel.

5. Title 34 Compliance. City shall design and construct all Phase 1 and Phase 2 Improvements in compliance with the requirements of Arizona Revised Statutes Title 34.

6. Additional Terms and Conditions.

6.1. Notice. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered United States Mail, return receipt requested or by United States Priority Mail; or (iii) by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective

addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To Intel: Corporate Services Ocotillo Site Manager
4500 S. Dobson Rd.
Chandler, AZ 85248
OC4-009
(480) 432-8230

With copy to: Director Global Utilities & Infrastructure
4500 S. Dobson Rd.
Chandler, AZ 85248
OC2-137
(480) 715-0999

To City: Public Works & Utilities Director
City of Chandler
215 E. Buffalo St., Suite 202
Chandler, AZ 85225
(480) 782-3590

With copy to: Chandler City Attorney
175 S. Arizona Avenue, 2nd Floor
Chandler, AZ 85225
(480) 782-4640

6.2. Effective Date of Notices. Regardless of delivery method, any Notice will be deemed effective upon actual delivery or refusal to accept delivery by the addressee. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee. The Parties hereby acknowledge and agree that any Notice transmitted solely by facsimile or by electronic mail shall be deemed ineffective.

6.3. Cooperation; Further Acts. The Parties agree to cooperate with each other consistent with this Agreement, as reasonably necessary to facilitate the design and construction of the RWIF and the infrastructure associated with future expansion of Intel's operations in accordance with the terms of this Agreement. In furtherance of the foregoing, each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6.4. Default. Subject to the limitations set forth in this Agreement, in the event of a default by a Party of the terms of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity, including, without limitation, specific

performance of any obligation created under this Agreement and the issuance of an injunction; provided, however, each Party waives any right to seek recovery of, or recover, any special, consequential, punitive, or other monetary damages of any kind, other than actual damages.

6.5. Venue; Attorneys' Fees. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other Party for all reasonable costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the court.

6.6. Conflicts of Interest. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

6.7. No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

6.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

6.9. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

6.10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be conclusively determined to be invalid or unenforceable to any extent, such provision shall be ineffective to the extent of such invalidation or unenforceability, but such determination shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

6.11. Calculation of 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 Arizona. If the last day of any time period stated in this Agreement or the date on which any obligation to be

performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

6.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.13. Recitals; Exhibits. The Recitals of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

6.14. Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

6.15. Warranty Against Payment of Consideration for Agreement. Intel warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

6.16. Non-liability of City Officials and Employees. No member, official or employee of the City will be personally liable to Intel, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Intel or its successor, or on any obligation under the terms of this Agreement.

6.17. Authority to Execute. The person signing this Agreement on behalf of Intel represents and warrants that they have the necessary authorization to enter into this Agreement on behalf of the corporation and to bind the corporation to the terms and conditions of this Agreement.

6.18. No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

6.19. Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

6.20. Governing Statutes. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

6.21. No Israel Boycott. By entering into this contract, Developer certifies that Developer is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

[Signatures on following page.]

10

EXHIBIT "A"
Reclaimed Water Delivery Agreement

When recorded mail to:

City Clerk
City of Chandler
P. O. Box 4008, Mail Stop 606
Chandler, AZ 85244-4008

RECLAIMED WATER DELIVERY AGREEMENT

This Reclaimed Water Delivery Agreement ("Agreement") is entered into effective _____, 20__, by and between Intel Corporation, a Delaware corporation ("User"), and the City of Chandler, an Arizona municipal corporation ("City").

WHEREAS, the Arizona Department of Environmental Quality (ADEQ) has issued Aquifer Protection Permit Nos. P-10317, P-103145, P-100140 and P-105338 classifying City's water reclamation facilities as producing A+ reclaimed water and allowing reclaimed water from these facilities to be distributed and utilized for any applicable Class A+ use pursuant to a reuse permit issued under Arizona Administrative Code (AAC) Title 18, Chapter 9, Articles 5 and 7; and

WHEREAS, User intends to operate an onsite private reclaimed water system and has read and understands the provisions of Chapter 53 of the Chandler City Code and applicable state, county, and local statutes, ordinances, standards, rules, and regulations associated with the use of reclaimed water.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, City hereby agrees to sell and User hereby agrees to purchase reclaimed water under the following terms and conditions:

1. **COMMODITY RATE.** The rate to be paid by User for reclaimed water delivered by City shall be the then-applicable rate set forth in Chapter 50 of the Chandler City Code.
2. **QUALITY STANDARDS.** The reclaimed water delivered to User shall meet or exceed state standards established for open access landscape irrigation under AAC Title 18, Chapter 11, Article 3, Table A. User shall not be obligated to accept reclaimed water that does not meet this standard.

3. PLACE OF USE. Reclaimed water delivered under this Agreement shall be stored and used only on the property legally described in the attached Exhibit A ("Place of Use").
4. POINT(S) OF DELIVERY. City shall deliver the reclaimed water at the point(s) identified on the attached Exhibit B ("Point(s) of Delivery").
5. METERING. User shall install 1 meter(s) to record the quantity of reclaimed water delivered to the Place of Use.
6. CONTROL BOX. User shall place a diagram in each control box identifying the areas served by each sprinkler circuit. User shall seal the diagram in plastic and store it securely in the control box.
7. USE. The reclaimed water delivered under this Agreement shall be used solely for industrial cooling. No other use of the reclaimed water is contemplated or allowed under this Agreement.
8. QUANTITY. City agrees to use its best efforts to deliver to User up to an annual average of 2.47 million gallons per day (MGD), plus or minus 20%, up to a maximum of 3.2 MGD in any 24-hour period. However, nothing in this Agreement obligates City to deliver reclaimed water in uniformly equal daily or monthly quantities, and City does not guarantee that any quantity of reclaimed water will be available for delivery in any given year throughout the term of this Agreement. Notwithstanding the foregoing, the daily reclaimed water amount delivered to User in any 24-hour period may exceed 3.2 MGD if additional reclaimed water is available for delivery to User as determined by the Director of Public Works & Utilities.
9. PERMIT REQUIRED. No reclaimed water will be delivered under this Agreement unless and until ADEQ issues User a valid reuse permit under AAC Title 18, Chapter 9, Articles 5 and 7.
10. RECLAIMED WATER DELIVERY SCHEDULE. If reclaimed water infrastructure is currently available to deliver reclaimed water to the Place of Use, User shall, within 90 days of execution of this Agreement, submit a written schedule to the City estimating User's reclaimed water requirements by month and the date reclaimed water deliveries are to commence. The schedule should show the expected reclaimed water requirements for each month. Within 30 days of receipt of such schedule, the City shall develop a reclaimed water delivery schedule which estimates the monthly quantities of reclaimed water available for User and sets the time of the day and the days of the week when User may take the reclaimed water.

If at the time of executing this Agreement reclaimed water infrastructure is not available to deliver reclaimed water to the Place of Use, User must have an alternative source of water to irrigate until such infrastructure is available and, within 90 days after such infrastructure becomes available, User shall submit a written schedule to the City estimating User's reclaimed water requirements by month and setting forth the date when reclaimed water deliveries should commence. Within 30 days of receipt of such schedule, City shall develop a reclaimed water delivery schedule which estimates the monthly quantities of reclaimed water available for User and sets the time of the day and the days of the week when User may take the reclaimed water.

For each subsequent year after reclaimed water deliveries commence, User shall submit on or before October 1, a written schedule to City estimating User's reclaimed water requirements for each month of the following year. On or before December 31, City shall develop a reclaimed water delivery schedule which estimates the monthly quantities of reclaimed water available for User and sets the time of the day and the days of the week when User may take the reclaimed water.

User shall notify City of any revisions to User's monthly delivery schedule. User's delivery schedule may be adjusted by City or at the request of User. However, nothing in this Agreement obligates City to deliver reclaimed water in uniformly equal daily or monthly quantities or to increase the reclaimed water to be delivered.

11. SHORTAGE OF RECLAIMED WATER. In the event that there is insufficient reclaimed water available to meet the demand of all entities using reclaimed water, a reduction in reclaimed water deliveries to User may be made in accordance with Chapter 53 of the Chandler City Code.
12. OPERATION OF THE TURNOUT. It shall be the responsibility of User to operate User's turnout and other infrastructure in accordance with the delivery schedule developed under Paragraph 10 of this Agreement, to accept deliveries of reclaimed water in the quantities set forth in City's delivery schedule developed under Paragraph 10 of this Agreement, and to properly manage and use the reclaimed water after delivery.
13. ROUTINE MAINTENANCE. User shall periodically check and maintain the valves, controllers, sprinklers, and other equipment necessary for the delivery of reclaimed water and shall maintain a written record of the maintenance. All maintenance records shall be kept at the Place of Use for at least three years and shall be available for inspection by City during normal business hours.

14. COSTS TO USER. Any costs arising out of the use of reclaimed water by User or for the maintenance or operation of the reclaimed water delivery system downstream of the Delivery Point(s) shall be the sole responsibility of User.
15. COMPLIANCE WITH REGULATIONS. User agrees to, at its sole cost, comply with Chapter 53 of the Chandler City Code and all state, federal, and local statutes, ordinances, regulations, rules, and standards, as now exist, and are later lawfully enacted, relating to the use of reclaimed water. Such statutes, ordinances, regulations, rules, and standards include, but are not limited to, requirements and restrictions governing use of the reclaimed water, contact with employees, guests, members of the public, and adjoining properties, control of access to the reclaimed water and to the delivery system, and posting of warning signs on the delivery system and the area of storage and use.
16. TERM. Unless renewed under this Paragraph or terminated early under Paragraph 21, this Agreement shall terminate on the expiration or termination of User's reuse permit. This Agreement shall be automatically renewed if User's reuse permit is renewed by ADEQ, without substantive changes, prior to the expiration of the permit. If ADEQ makes any substantive changes to User's reuse permit or fails to renew such permit prior to the expiration of the permit, this Agreement shall terminate and a new agreement between City and User shall be required. If User has not obtained a reuse permit at the time of executing this Agreement because reclaimed water infrastructure is not yet available to deliver reclaimed water to the Place of Use, the term of this Agreement automatically shall be modified to reflect the term of User's reuse permit when issued.
17. RESALE OF RECLAIMED WATER; FURTHER REUSE. User shall not resell reclaimed water delivered under this Agreement or allow any other person to use the reclaimed water unless approved in writing by the Public Works Director.
18. AGREEMENT RUNS WITH THE LAND. This Agreement shall run with the land and shall be binding upon, and inure to the benefit of, User's successors and assigns.
19. INSPECTION. User acknowledges and agrees that city, state, county or other agency with jurisdiction may inspect the premises being served reclaimed water at reasonable times.

User specifically acknowledges that it has the responsibility to inform, notify, and/or request inspection and approvals from various agencies, including

City, MCDES, and ADEQ for certain activities relating to the construction, maintenance, and operation of its private reclaimed water system, including, but not necessarily limited to, materials, construction, facility testing, violations, and emergency situations.

20. **SUSPENSION OF RECLAIMED WATER DELIVERIES.** City may suspend reclaimed water deliveries in accordance with Chapter 53 of the Chandler City Code if User is not in compliance with that chapter or any other applicable federal, state, county, or local law. City will resume reclaimed water deliveries only after compliance is re-established.
21. **TERMINATION.** City may terminate this Agreement in accordance with Chapter 53 of the Chandler City Code if User breaches any provision of this Agreement or fails to comply with any applicable federal, state, county, or local law.
22. **INDEMNIFICATION.** City is responsible for the treatment and transportation of reclaimed water only upstream of the Point(s) of Delivery. User shall and does hereby agree to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against all claims, losses, fines, and damages arising out of or connected with the reclaimed water from the Point(s) of Delivery and downstream of the Point(s) of Delivery.
23. **EXCUSABLE NON-PERFORMANCE.** In the event of an Act of God, natural catastrophe, war, civil insurrection, accidents, acts of governmental or judicial bodies other than City, or any unexpected occurrences beyond the control of either Party which shall materially interfere with the ability of City to deliver reclaimed water, or the ability of User to accept, transmit, or distribute reclaimed water, the failure of either Party to perform its obligations under this Agreement shall be excused for as long as the condition interfering with performance continues. The maintenance and operation of City's sewage system and of the AWRF shall be solely within the discretion of City; and in the event that City discontinues operation of the AWRF, all obligations of either Party to perform shall cease without prejudice to any claimed or asserted rights of either.
24. **ATTORNEYS' FEES.** Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or amount payable under this Agreement, then all reasonable litigation expenses, witness fees, court costs, and attorneys' fees shall be awarded to the prevailing party. Nothing herein shall preclude the Parties from agreeing to resolve disputes through non-binding arbitration or any other alternative dispute resolution.

25. ENTIRE AGREEMENT. Unless expressly stated otherwise, this Agreement constitutes the complete and entire Agreement between the Parties.
26. USER REPRESENTATIONS. User represents and warrants that its execution, delivery, and performance of this Agreement are duly authorized.
27. CITY REPRESENTATIONS. City represents and warrants that its execution, delivery, and performance of this Agreement has been duly authorized and entered into in compliance with the Chandler City Code.
28. NOTICES. Unless expressly stated otherwise, all notices, demands, or other communications relating to this Agreement shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the fifth business day after mailing by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To User: Sharon W. Anderson, Utilities Purchasing Manager
Intel Corporation
4500 S. Dobson Rd. OC2-137
Chandler, Arizona 85248

To City: Utility Operations Manager
Public Works & Utilities Department
City of Chandler
PO Box 4008, MS 905
Chandler, Arizona 85244-4008

The address for notice under this Agreement may be changed by written notice in compliance with this Section.

29. AMENDMENTS. Amendments to this Agreement must be in writing and signed by both Parties.
30. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is made and entered into in Maricopa County.
31. WAIVER. No waiver by either Party of a breach of any of the terms, covenants, or conditions of this Agreement shall be construed as waiving any succeeding or preceding breach of the same or any other term, covenant, or condition.

32. SEVERABILITY. In the event that a court declares any portion of this Agreement void for any reason, the remaining portions of this Agreement shall remain in effect to the fullest extent permissible by law.
33. CONFLICT OF INTEREST. This Agreement is subject to cancellation for a conflict of interest under A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

**Intel Corporation, a Delaware
corporation**

By _____
[name]
[title]

CITY OF CHANDLER, an Arizona municipal
corporation

ATTEST:

By _____
City Clerk

By _____
Director of Public Works & Utilities

APPROVED AS TO FORM:

By _____
(Asst.) City Attorney