

RECLAIMED WATER USER AGREEMENT

Iron Wolf Golf Course

This Reclaimed Water User Agreement ("Agreement") by and between Lake Havasu City, an Arizona municipal corporation, ("City") and Iron Wolf Golf & Country Club, LLC ("User") is entered into and effective as of December 9, 2025.

RECITALS

The Arizona Department of Environmental Quality ("ADEQ") issued to City a Verification of General Permit Conformance No. R105829, which authorizes City to discharge reclaimed water under a Type 3 Agent General Reclaimed Water Permit.

User desires to obtain from City reclaimed water for irrigation of a golf course. User owns and manages the golf course located at 3275 Latrobe Drive, Lake Havasu City, AZ 86404 ("Property"). The Property is owned by Eyota-Waya LLC ("Eyota"). Eyota granted to City an easement for the flow of water through the effluent water line under the Property to facilitate the delivery of the reclaimed water to User. User has read and understand the applicable state, county and local statutes, standards, rules, regulations, and guidelines associated with the use of reclaimed water.

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

1. **LOCATION OF USE:** City will deliver to User reclaimed water in accordance with the applicable standards contained in the Arizona Administrative Code. Reclaimed water delivered under this Agreement can only be stored and used within the site area as described as follows:

Site Name: Iron Wolf Golf & Country Club Site Contact: John Quinn
Site Address/Description: 3275 Latrobe Drive, Lake Havasu City, AZ 86404
Meter Number(s): 40065760-10

2. **TERM:** The term of this Agreement shall be for ten (10) years beginning on the day and year it is executed by all parties. As long as User is not in default under the terms and conditions of this Agreement on the date renewal is requested, User may renew for an additional term of five (5) years, subject to the approval of the City, by notifying the City in writing at least two (2) months prior to the expiration of the then current term of the Agreement. Regardless of whether User elects to renew the Agreement or not, User and City reserve the right to terminate this Agreement for any reason upon ninety (90) calendar days written notice directed to the other party.

3. **METERING AND EFFLUENT LINE:** A meter was installed to record the quantity of reclaimed water delivered to the Site. User is responsible to ensure the maintenance and replacement of this meter, which shall be in good working condition at

all times during this Agreement. User agrees to install a control valve on its flow meter within six months of the execution of this Agreement.

4. COMMODITY RATE: User shall pay for reclaimed water delivered under this Agreement according to the rate and fee schedule established by the City Council, which may be amended from time to time. The City reclaimed water rate and fee(s) is a separate classification specifically applicable to non-potable water uses.

5. COSTS OF USER: City's reclaimed water distribution system terminates at the private property line and User is responsible for safe use of the water from the outlet connection of the meter and beyond, including all requirements by state, federal, and local laws, regulations, and standards. User is solely responsible for any private delivery system costs, including the initial construction cost of valve stations for automated control of storage facilities arising out of User's use of reclaimed water and from the construction, maintenance, or operations of the private reclaimed water delivery system on the Property.

6. RECLAIMED WATER DELIVERY SCHEDULE: User shall, prior to execution of this Agreement, submit a written schedule to City estimating the monthly reclaimed water requirements and provide the date the reclaimed water deliveries are requested to commence.

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

User agrees that City may request User to accept reasonable deliveries of reclaimed water in excess of User's then current irrigation needs for the purpose of disposing of reclaimed water supplies which exceed the storage capabilities of the City. User shall take commercially reasonable efforts to assist City in absorbing such excess reclaimed water. City shall document but shall not bill User for deliveries of excess reclaimed water made pursuant to this paragraph. City will grant User a credit against the monthly reclaimed water usage bill for User's documented monthly on-site pump station electrical costs incurred by User to pump the excess reclaimed water throughout the Site.

7. POTENTIAL DISRUPTION OF SERVICE:

- a. User acknowledges and accepts that City may be required to disrupt reclaimed water service to User's site due to emergency conditions, peak demands, and/or planned system maintenance.
- b. User shall be responsible for any damage that may be caused to User-owned facilities by such disruptions, and User releases City from all liability and claims for such damage.

- c. When there is an unforeseen emergency relating to City's reclaimed water delivery system, City may terminate deliveries of reclaimed water to User without notice.
- d. When notice of an emergency is given, User agrees to reduce or cease usage of reclaimed water service upon City's request.

In order to accommodate planned maintenance of its reclaimed water delivery system, City shall provide User with as much notice practical for the need to cease reclaimed water usage altogether, or significantly reduce the volume of reclaimed water used. Upon being provided such notice, User will alter the allotted reclaimed water usage according to City's request.

8. **SHORTAGE OF RECLAIMED WATER:** In the event City determines, in the exercise of the City's sole discretion, that there is insufficient reclaimed water available to meet the demand of all entities using or requesting the use of City reclaimed water, including but not limited by enumeration to, the City itself for municipal purposes, a reduction in reclaimed water deliveries to User may be made by City. In the event City elects to reduce deliveries of reclaimed water to User, City shall notify User in writing thirty (30) days in advance of its intent to reduce deliveries of water to City under the terms of the Agreement.

9. **ROUTINE MAINTENANCE:** User agrees to monthly check and maintain the valves, controllers, sprinklers, etc. and maintain a written record of the maintenance. The maintenance record shall be kept at User's office for at least three years after expiration of this Agreement and be available for inspection by City during normal business hours.

10. **INSPECTION:** User acknowledges and agrees that City, state, county or other agencies with jurisdiction may inspect the site 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 and ADEQ, for certain activities relating to the construction, maintenance, and operation of its private reclaimed water system, including, but not limited to, materials, construction, facility testing, violations, and emergency situations.

11. **COMPLIANCE WITH REGULATIONS:** User agrees to abide by all state, federal, and local laws, regulations, and standards that may apply to User's use of reclaimed water during the term of this Agreement. Such laws, regulations, and standards may include, but are not limited to: requirements and restrictions governing use of reclaimed water; application methods that reasonably preclude certain kinds of human contact with reclaimed water; control of access to reclaimed water, User's reclaimed water delivery system, and the area of storage and use; requirements to prevent reclaimed water from standing on open access areas during normal periods of use; requirement to prevent reclaimed water from coming into contact with drinking fountains, water coolers, or eating areas; requirements to identify certain components of the delivery system or to

provide public notice that reclaimed water is used on User's site; and appropriate or specific signage.

User acknowledges that the above list of laws, regulations, and standards is provided by City as an example only, and User is solely responsible for determining and abiding by all applicable laws, regulations, and standards.

12. REPORTING REQUIREMENTS: User shall report to City on an annual basis regarding the inspection and operations of User's system due every June 30. The report shall include: list of valves with replacements list; list of breaks depicted on the site map; current site map with changes identified; documentation of any changes to the system with appropriate approvals from the City; and certification that the water has not been given or sold to another party.

13. RESALE OF RECLAIMED WATER: User shall not resell or give reclaimed water to any other person or legal entity.

14. HOSE BIBS: User specifically agrees not to install hose bibs or utilize existing hose bibs on any component of the private reclaimed water delivery system.

15. TRANSFER AND ASSIGNMENT: User shall not transfer or assign its rights in this Agreement without the express written consent of City; and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

16. TERMINATION OF SERVICE: City reserves the right to terminate reclaimed water delivery and use upon change in ownership, business type, or any significant changes to the reclaimed water delivery system that may have an adverse effect on City's reclaimed water system. User acknowledges that reclaimed water services also may be discontinued for failure to comply with the terms and conditions of this Agreement.

17. INDEMNIFICATION: To the extent permitted by law, User agrees to indemnify, defend, save, and hold harmless City, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of User or any of its owners, officers, directors, agents, volunteers, employees, or contractors, arising out of or related to this Agreement. It is agreed that User will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

18. NOTICES: All notices, demands, or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or

as of the second business day after mailing by United States mail, postage prepaid, by certified mail, return receipt required, addressed as follows:

To City: Public Works Department
900 London Bridge Road
Lake Havasu City, AZ 86403

To User: Iron Wolf Golf & Country Club
3275 Latrobe Drive
Lake Havasu City, AZ 86404

Copy to: Office of the City Attorney
2330 McCulloch Blvd. N
Lake Havasu City, AZ 86404

Notice of address change shall be provided in writing to the other party in writing.

19. AMENDMENT: This Agreement may be amended only by a written agreement fully executed by the parties hereto.

20. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement shall be deemed made and entered into in Mohave County.

21. WAIVER: No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held as a waiver of any succeeding or preceding breach of the same of any other term, covenant or condition herein contained.

22. SEVERABILITY: In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null and void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null and void, or against any public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law, except if the remaining portions of the Agreement do not provide one or both of the parties with the essential consideration for entering into this Agreement.

23. NON-EXCLUSIVE: This Agreement shall be non-exclusive in nature and User and City acknowledge that City has entered into reclaimed water use and delivery agreements with other entities and reserves the right to do so in the future.

24. NO PARTNERSHIP; NO THIRD PARTY RIGHTS: Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between City and User. Except as expressly provided herein, no term or provision of this Agreement is intended to or shall be for the benefit of any person not a party

25. SECTION HEADINGS: The section headings contained in this Agreement are for purposes of convenience and reference only and shall not limit, describe or define the

meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, plural as the Agreement may require.

26. ENTIRE AGREEMENT: This Agreement constitutes the complete and entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set forth their hands effective as of the date first set forth above.

LAKE HAVASU CITY

Cal Sheehy, Mayor

ATTEST:

Kelly Williams, City Clerk

APPROVED AS TO FORM:

Kelly Garry, City Attorney

USER

Its: _____

STATE OF ARIZONA)
)ss.
COUNTY OF _____)

Acknowledged before me this ____ day of _____, 20__, by _____.

Notary Public

