

20

AGREEMENT CONCLUDED BY THE MUNICIPALITY OF LORETO. IN THE STATE OF BAJA CALIFORNIA SUR, IN SUCE5VO a THE MUNICIPALITY", REPRESENTED IN THIS ACT BY ITS MUNICIPAL PRESIDENT LAC. ARELY ARCE PERALTA; NACIONAL FINANOERA, SOCIEDAD NACIONAL DE CREDITO, INSTITUCI6N DE BANCA DE DESARROLLO, AS TRUSTEE IN THE TRUST NAMINADO FONDO NACIONAL DE FOMENTO AL TURISMO, EN LO SUCESIVO NFOATUR", REPRESENTED IN THIS ACT BY ARQ. FELIPE MOISES BEILES TAPIA, IN HIS CAPACITY AS GENERAL PROXY; AND THE ORGANISMO OPERADOR MUNIOPAL DEL SISTEMA DE AGUA POTABLE Y ALCANTARILLADO DE LORETO, HEREINAFTER REFERRED TO AS "OOMSAPA LORETO", REPRESENTED BY ITS GENERAL DIRECTOR, C.P, ALEJANDRO VILLEGAS FIMBRES: WHO TOGETHER WILL BE REFERRED TO AS "THE PARTIES", IN ACCORDANCE WITH THE FOLLOWING:

AN TECE D ENTS

I. Drinking water supply to the towns of Loreto and the tourist development of Nopol6 is historically supplied by two local deep wells, whose production volume is limited.

11. At the end of the 1976-1982 administration, agreements were initiated to enter into an agreement between the Federal Government through the then Secretary of Agriculture and Hydraulic Resources, the Government of Baja California Sur and FONATUR to supply potable water to the town of Loreto and the development of Nopol6 in the short and medium term.

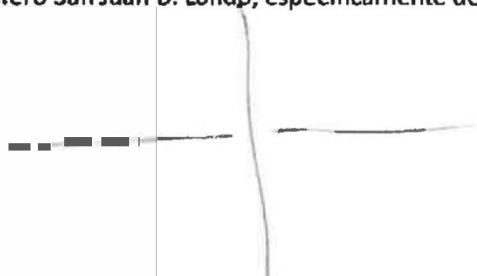
ID. The then Secretary of Agriculture and Hydraulic Resources carried out geohydrological baseline studies, which determined that the San Juan Lond6 Valley, located within the San Juan B. Londo aquifer 32 km north of the town of Loreto, with an aquifer potential of 300 liters per second (LPS), is an alternative source of supply.

IV, On February 20, 1990, the Government of the State of Baja California Sur, the Municipality of Loreto, the National Water Commission, the Ministry of Tourism and FONATUR, entered into an agreement where joint actions were agreed upon for the construction and operation of the Aqueduct expansion in the San Juan Lond6-Loreto section, reason for which FONATUR took charge of the management, administration, construction and equipping of the Aqueduct expansion. In this agreement, a pipeline was agreed upon to provide 160 lt/sec. to Nopol6 and 160 lt/sec. to the city of Loreto.

V. On March 18, 1983, FONATUR and Mr. Juan Drew Drew entered into a purchase and sale agreement for two areas in the property called Montecabello, where wells 6 and 7 and part of the San Juan Lond6-Loreto aqueduct are located.

VI. The Organismo Operador Municipal del Sistema de Agua Potable y Alcantarillado de #e is the holder of the National Water Commission's allocations for the exploitation of drinking water wells.

ubicados en el acuífero San Juan B. Londó, específicamente dentro del en el predio Montecabello.

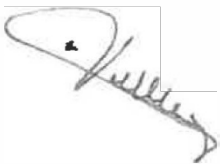


Vllr A c c o r d i n g to the study for the analysis of electromechanical efficiency of wells and pumping plant and leak detection of the San Juan Lond6 Aqueduct, in Loreto, B.C.S., the design flow of the Aqueduct is 300 lt/sec., but only 120 lt/sec. are extracted.

## STATEMENTS

I. FONATUR declares the following:

- 1.1 That it is a public trust of the Federal Government established in National Financiera S.N.C. Instituci6n de Banca de Desarrollo, by means of a trust agreement dated March 29, 1974, entered into between the Ministry of Finance and Public Credit as sole trustor of the Federal Government and the trustee in accordance with the provisions of the then Federal Law for the Promotion of Tourism published in the Official Gazette of the Federation on January 28, 1974. This contract was modified by means of an agreement dated June 30, 2000, to adapt it to the current legislation on parastatal entities.
- 1.2 That it is a parastatal entity in accordance with the provisions of articles 40 and following of the Federal Law of Parastatal Entities and in terms of article 42 of the General Law of Tourism, FONATUR will contribute to the planning, programming, promotion and development of the tourist activity and tourist resources, as well as to the promotion of the financing of private and social investments. Likewise, article 44 refers, among other functions, to the creation and consolidation of tourist centers, in accordance with the master development plans, in which the urban and architectural designs of the zone must be identified, preserving the ecological balance and guaranteeing the economic and social development of the region.
- 1.3 Its attorney-in-fact accredits its personality in terms of the public deed N° 70,429 dated November 10, 2008, granted before the faith of Lie. Luis Antonio Montes de Oca Mayagoitia, Notary Public N° 29 in Mexico City, registered in the Public Registry of Property and Commerce, under the mercantile folio 1275, powers that to date have not been revoked, limited or modified in any way.
- 1.4. For the purposes of this Collaboration Agreement, its address is Tecoyotitla No. 100, Colonia Florida, Alcadia Alvaro Obreg6n, Zip Code 01030, Mexico City.
- 1.5. Appears to the celebration of the present instrument, with the purpose of making of the installations related to the Aqueduct in the section Sai Juan Lond6-Loreto, which is made through its subsidiary FONATUR INFRESTRUCTURA, S.Az DE C.V., for which it is in this agreement agreement with the Municipality of Loreto in the operating expenses, in accordance with the established



**II. THE MUNICIPALITY" declares the following:**

**11.1 That it is a free and sovereign municipality with legal personality and its own patrimony, in accordance with the provisions of section II of Article 115 of the Political Constitution of the United Mexican States.**

**Z In accordance with the Political Constitution of the United States of America, article 115, section III, paragraph a), establishes that it is the power of the Municipality and under its responsibility to provide the public services of potable water, drainage, sewage, treatment and disposal of its wastewater.**

**11.3 I n accordance with the provisions of Article 21 of the Water Law of the State of Baja California Sur, the municipalities may provide the public service of potable water, sewerage and sanitation through municipal operating agencies, and that within said locality the "OOMSAPA LORETO" is already formed to provide this public service.**

**11.4 That C. Arely Arce Peralta, Municipal President of Loreto, Baja California Sur, has the powers to enter into this Collaboration Agreement, in accordance with the provisions of Articles 51, sections III, clause e) and IV, 53, sections VII and XIII of the Organic Law of the Municipal Government of the State of Baja California Sur, as well as the authorization of the City Council.**

**11.5 That the address for the purposes of this contract is Magdalena de Kino Street between Fco. I. Madero and Paseo Juan M. de Salvatierra, Colonia Centro, C.P. 23880, Loreto, Baja California Sur+.**

**tt.6 It appears to the celebration of the present instrument with the purpose that the "OOMSAPA LORETO" receives for its operation, the facilities related to the Aqueduct in the section San Juan Lond6- Loreto.**

**III EL "OOMSAPA LORETO" declares the following:**

**III.1. It is a decentralized agency of the municipal public administration with legal personality and its own assets, in terms of the provisions of Article 25 of the Water Law of the State of Baja California Sur.**

**111.2 That it has the powers conferred by Article 27, in relation to Article 19, of the Water Law of the State of Baja California Sur, for the operation and distribution of water in t h e jurisdiction of the Municipality of Loreto.**

**111.3 That its creation and reason for its existence is for the purpose of rendering services water supply, for which it has sufficient legal endowed by the municipal entity technical, administrative and powers recognized and**

111.4 That its General Director has the powers to sign this agreement, in terms of the provisions of article 36, section VI, of the Water Law of the State of Baja California Sur.

S That its address for the purposes of this Collaboration Agreement is located at Paseo Pedro de Ugarte, S/N, Esquelna Laimones, Colonia Centro, C.P. 23880, Loreto Baja California Sur.

IV. "THE PARTIES" declare the following:

IV.1 That it is their will to collaborate in the most ample and respectful way for the fulfillment and development of the object and activities derived from the present agreement.

IV.2 That they have the necessary means to reciprocally provide assistance, collaboration and support for the achievement of the objective of this instrument, in accordance with the following:

## CLAUSES

FIRST. The purpose of this agreement is to carry out the delivery-reception of the hydraulic infrastructure, electromechanical equipment and facilities operated by FONATUR in San Juan Londo, Baja California Sur to "THE MUNICIPALITY", facilities that will be operated by "OOMSAPA LORETO" Operating Agency to provide the service of potable water supply in the Municipality of Loreto in the State of Baja California Sur, including Nopol6, which until today are operated, managed and maintained by FONATUR through its subsidiary FONATUR INFRAESTRUCTURA.

SECOND. For the DELIVERY-RECEPTION of the hydraulic infrastructure, electromechanical equipment and facilities operated by FONATUR in San Juan Londo, Baja California Sur, which are described in Annex 1 of this agreement, "THE MUNICIPALITY will offer its support and will carry out the necessary actions that in right corresponds to carry out the DELIVERY-RECEPTION referred to in this agreement in favor of OOMSAPA LORETO, so that this organism can operate the facilities for the rendering of public service of potable water supply in Loreto and Nopol6.

THIRD.- "OOMSAPA LORETO" undertakes to receive from "FONATUR", within 15 (fifteen) working days following the signing of this instrument, the hydraulic infrastructure, its electromechanical equipment and facilities operated by "FONATUR" in San Juan Londo, Baja California Sur, as identified in Annex 1, in the physical state in which they are operating, as well as any other infrastructure and facilities that may be necessary for their operation, as identified in Annex 2, as well as any other infrastructure and facilities operated by "FONATUR" in San Juan Londo, Baja California Sur, as identified in Annex 2.

documentation that supports the operation of these, therefore, the "OOMSAPA ETO" becomes responsible for the operation, administration and maintenance of the same, being in charge of the distribution, maintenance, sanitation, operation, regularization and all those operations resulting from the DELIVERY-RECEPTION of the facilities, which shall be recorded in the corresponding minutes.

provide training to "OOMSAPA LORETO" personnel.

are listed in Annex I of this Agreement.

On, Da Mrc Sh Al v Po As L Om Re Em To Or i, clicheirnacidaes, , r , , ,

RECEPC6N

FOURTH: "FONATUR" agrees to deliver monthly to "OOMSAPA LORETO" the amount that corresponding to the costs and expenses of operating the infrastructure of the San Aqueeduct section. FONATUR INFRAESTRUCTURA has been disbursing during the year 2020 for an amount of monthly amount of \$160,000.00 (one hundred and sixty thousand pesos 00/100 m.n.) VAT included. Likewise \$4,924,008.11 (four million three hundred twenty-four thousand) for the electric service operation of the facilities described in Annex 1; including the charge for the service originated by the electric energy to CFE, eight pesos 11/100 M.N.) corresponding to 4 maturities for said concept; both pages to which has

This clause shall be executed for a period of 2 years following the date of signature of this

... b- 'cEd " b... " " IINaFRfiArmESaTRdUelCTaUctRa  
... i MpUeNr hCpOos re h...ypoasteFrOioNriAdTaUd Ra

ENdeTREtoGdAa

RECEPC6N, Na, p OOMSAPA LORETO, FONATUR any judicial or extrajudicial claim filed against "FONATUR" or "FONATUR" for any other reason. INFRAESTRUCTURA for acts or facts subsequent to the date of signature of the aforementioned minutes.

As a consequence of the foregoing, "OOMSAPA LORETO" undertakes to remove in p z and safe "FONATUR" and FONATUR INFRAESTRUCTURA from any judicial or extrajudicial claims, including those of saactocisopnoests iemripourestaaslapfiornr aubieidatecommpentio te, which is attempted hmeuchlhtaoss oo

against it and/or deriving from SadEmXTinAist aEtLivMo nUeNcleCslaPriOo p aara FONATU ", which is a sufficient reason for "FONATUR", at the signing of t h i s agreement, to itOoOdMeSsAuPsAcLoOmRpEeTtOe RECEPC6N.

lyasafguinlicziaornaecuqaulqeuhearstaraamntietes deliver the facilities to "OOMSAPA LORETO" upon signing the Act of DELIVERY.

"**FEOI** NMAUTNUIRC " "" rLR Ae ndedelarefichrhoaledgeall partgeusennotgeuceoenjveemcior  
" PyOd 5 arepsaertirvar ,

the operation of the San Juan-London Aqueduct facilities. dee

/7

SfPTIMA.- "THE MUNICIPALITY" will implement protection and surveillance work on the facilities that  
INFRAESTRUCTURA HIDRAUUCA, for which it will entrustentos of security /Tx  
operation of this infrastructure, as well as the DELIVERY .

(I

The

• \_

\_\_\_\_\_

\_\_\_\_\_



EIGHTH-- This agreement shall become effective as of the date of its signature and shall be enforceable by "THE PARTIES", in accordance with the commitments assumed in this agreement.

NINTH - "THE PARTIES" agree that any change to the addresses stated in the declarations of each one of them, shall be previously made known to the other, for such purpose they shall notify in writing with acknowledgment of receipt the change of address that corresponds with 10 (ten) working days prior to the date on which such change shall take effect.

In the absence of such notification of change of address, any notice, request or application made at the address specified in this agreement shall be fully effective.

TENTH: This agreement is a product of good faith, therefore "THE PARTIES" undertake to take all possible actions for its compliance and only in case of discrepancy on its interpretation, they expressly agree that it will be resolved in amicable composition.

Notwithstanding the foregoing, in the event that no agreement is reached, "THE PARTIES" agree to submit to the competence and jurisdiction of the federal courts of the City of La Paz, Baja California Sur, expressly waiving any other jurisdiction or venue that by reason of their present or future domiciles may correspond to them.

Having read this agreement and duly informed "THE PARTIES" of its contents and legal scope, they sign it in three copies in La Paz, State of Baja California Sur on the 23rd day of December, 2020.

**MUNICIPAL PRESIDENT OF LORETO**

**GENERAL DIRECTOR OF OOMSAPA  
LORETO**

  
**PROFRA. ARELY ARCE PERALTA**

  
**C.P. ALEJANDRO VILLEGAZMBRES**

FOIQTub

ARCHITECT, FELIPE MOISÉS EILES TAPIA

APODERADO

TESTIGO

ING.   
**DIRECTOR GE. JESUS ANTONIO SORIANO LEYVA**  
**GENERAL DE LA COMISION ESTATAL DEL AGUA**

## ANNEX

**CHARACTERISTICS OF THE INSTALLED INFRASTRUCTURE OF THE SAN JUAN LONDO AND LORETO PUMPING STATION, DRINKING WATER EXTRACTION WELLS AND WATER STORAGE STORAGE, WHICH FORM AN INTEGRAL PART OF THE RECEIPTION DELIVERY THAT IS THE SUBJECT OF THIS AGREEMENT.**

### S♦J♦ANLONDO

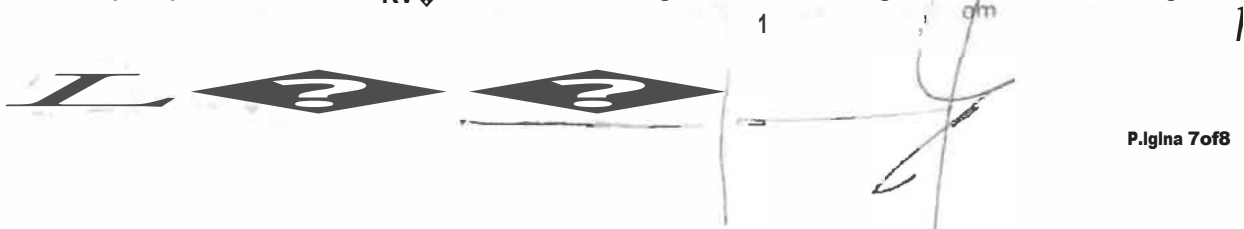
- 28 km aqueduct from pumping station to shallow tank in Loreto
- Steel pipe of various diameters (20", 18"), 52 relief valves and safety fence and guard.
- Pumphouse of 1,400 m<sup>2</sup>, where it is housed:
  - Electrical substation with two transformers of 1,000 kva each and one of 500 kva.
  - Pumping equipment (4 vertical centrifugal turbine type pumps to handle a flow rate of 120 lt/sec. Each one at a total dynamic load of 184 mca. with an electric motor of 400 hp of power each).
  - A 350 hp, vertical centrifugal turbine pump to handle a flow rate of 100 lt/sec with a 350 hp electric motor.
  - A seccionator for pump control.
  - Engine control house 185 m<sup>2</sup>.
  - Guardhouse (45 m<sup>2</sup>)
  - Two tanks (air chambers)
  - Storage, gardens and parking.
- 4 wells that extract 30 ltfseg each.
  - 4 submersible pumps of 60 hp 3,000 rpm.
  - 4 tpo pole transformers of 75 kva.
  - 4 control walls
  - perimeter mesh

### LORETO

- 1100 m<sup>3</sup> surface tank made of reinforced hydraulic concrete, to provide drinking water supply to the urban area of Loreto.
- 1100 m<sup>3</sup> surface tank made of reinforced hydraulic concrete, built to provide drinking water supply to the FONATUR housing developments (Poligono II and Nopol6).

### PR♦QIO OF PUMPING STATION

In this area is located the electrical substation (two transformers of 1,900 A each), which supplies the disconnecting switchgear and 4 vertical centrifugal pumps, type "Urbina", for handling a 120 LPS. output each at a total dynamic load of 184 M.C.A. with an electrical output of 400 h p. of power each, a 500 KV♦ transformer feeding a vertical centrifugal b vertical centrifuge -/





turbine type to handle an output of 100 LPS, which pump the vital liquid to the concentration tanks in urban areas.

The area is delimited in an area of 2,500 m<sup>2</sup>, of which 750 m<sup>2</sup> are built between civil works, accesses and exterior anquetas.

**COndFCC56n IFnA**

The pipeline has a total length of 28 kilometers, which goes from the pumping station in San Juan Lond6 to the town of Loreto, and in turn, a surplus line of 8 km that goes from Loreto to Nopol6.

**WELLS IN OPERATION**

Four wells are currently in operation: well number 6 which is located 20 meters from the pumping station at coordinates (450157.78 E 2896275.40 N); well number 7 located 970 meters from the same station, at coordinates (449215.11 m E 2896356.29 m N); well number 8 located 2,100 meters from the pumping station at coordinates (449215.11 m E 2896356.29 m N); well number 8 which is located 2,100 meters from the pumping station at coordinates (449446.40 E 2896356.29 m N); well number 8 which is located 2,100 meters from the pumping station at coordinates (449446.40 E 2896275.40 N).

coordinates (449446.40 E 2898322.77 N) and well number 10 located 1,480 meters from the pumping station at coordinates (450805c60 E 2897629.80 N), each well operates with a 60 HP pump and generates 30 LPS. of drinking water supply each.

