

**FIRST AMENDMENT TO THE
CAP/SRP INTERCONNECTION FACILITY LEASE AND WATER TRANSPORTATION AGREEMENT**

AMONG

CITY OF GOODYEAR,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

June 2020

**FIRST AMENDMENT TO THE
CAP/SRP INTERCONNECTION FACILITY LEASE AND WATER TRANSPORTATION AGREEMENT
AMONG
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SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**

This First Amendment to the CAP/SRP Interconnection Facility Lease And Water Transportation Agreement dated the 12th of June 2020 ("Amendment"), by and among the City of Goodyear, an Arizona municipality ("Goodyear"), the Salt River Valley Water Users Association, an Arizona corporation ("Association"), and the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("District"). The Association and District are referred to collectively as "SRP." Goodyear and SRP are referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties entered into a CAP/SRP Interconnection Facility Lease and Water Transportation Agreement on February 7th, 2017 ("Agreement").

WHEREAS, pursuant to Section 26.1 of the Agreement, the Parties have mutually agreed to amend the Agreement to add Points of Delivery, change the flow measurement requirements, and clarify fees to deliver Goodyear Water to the Roosevelt Irrigation District (RID) water delivery system for recharge purposes.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follow:

1. POINTS OF DELIVERY:

1.1 The Parties agree to add the following Points of Delivery to deliver Goodyear Water to the Roosevelt Irrigation District (RID) water delivery system to Exhibit 4.14:

- Grand Canal Tail at 103rd AVE – 2-23.6-01.00
- Grand Canal Lateral at 47th Ave/Mohave – 2-16.4-20.00
- Grand Canal Lateral at 59th Ave/Pima St – 2-18.0-55.90
- Grand Canal Lateral at 67th Ave/North of Grant St – 2-19.0-47.90
- Grand Canal Lateral at 75th Ave/Van Buren St – 2-20.0-40.50
- Grand Canal Lateral at 63rd Ave/Van Buren St – 2.21.0-54.10

1.2 The Parties agree to add the following Points of Delivery to deliver Goodyear Water to serve a potable water treatment plant (WTP) to Exhibit 4.14:

- Raw Water Pump Station, Phase I - Association Gate #2-23-97.4 – 0.05E-2.25N

2. FLOW MEASUREMENT:

2.1 For Points of Delivery listed in Section 1.1, SRP shall be responsible for the flow measurement system at the Point of Delivery.

3. FEES AND CHARGES:

3.1 For Goodyear Water transported to the Points of Delivery listed in Section 1.1 for the purpose of storing water under a water storage permit, Goodyear shall pay SRP a CSIF Lease Fee of thirteen dollars and seventy-seven cents (\$13.77) per acre-foot or fractional acre-foot (2020 fee) for the discharge of Goodyear Water through the CSIF to the Association Water Delivery System for delivery from the Points of Receipt to the Points of Delivery that serve RID. Goodyear shall pay SRP the CSIF Lease Fee based on the quantity of Goodyear Water discharged through the CSIF in a year.

3.2 For Goodyear Water transported to the Points of Delivery listed in Section 1.1 for the purpose of storing water under a water storage permit, Goodyear shall pay SRP a Water Transportation Fee of thirty seven dollars and fifty cents (\$37.50) per acre-foot or fractional acre-foot (2020 fee) for the diversion of Goodyear Water through the CSIF and transportation through the Association Water Delivery System from the Points of Receipt to the Points of Delivery that serve RID.

3.3 For Goodyear Water transported to the Points of Delivery listed in Section 1.1 for the purpose of storing water under a water storage permit, SRP shall not charge an Annual Administrative Fee.

4. WATER ACCOUNTING AND REPORTING:

4.1 For Goodyear Water delivered to the Points of Delivery listed in Section 1.1, SRP shall prepare a monthly Water Accounting report (Goodyear-RID Report) and provide a copy of such report to Goodyear and RID within forty-five (45) days after the end of the month in which water is transported to Points of Delivery that serve

RID. The Goodyear-RID Report shall specify the total quantity of water transported to Points of Delivery that serve RID as verified by the CAWCD delivery schedule, Transportation Losses, and Evacuated Water for (i) the Reporting Month and (ii) the calendar year to date through the end of the Reporting Month. SRP shall prepare the report based on the Water Accounting provided under Paragraph 12 of the Agreement.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

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By: David Roberts 6/12/2020 | 6:29:24 PM MST
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Name: David C. Roberts
Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

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By: Patrick Sigl 6/15/2020 | 12:58:01 PM MST
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Name: Patrick B. Sigl
Title: Senior Attorney

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

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By: David Roberts 6/12/2020 | 6:29:24 PM MST
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Name: David C. Roberts
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Name: Patrick B. Sigl
Title: Senior Attorney

CITY OF GOODYEAR

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**CAP/SRP INTERCONNECTION FACILITY
AND
WATER TRANSPORTATION AGREEMENT
BETWEEN
SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF GOODYEAR**

EXHIBIT 4.14

POINTS OF DELIVERY FOR GOODYEAR

| Location Name | SRP Coordinates |
|----------------------|------------------------|
|----------------------|------------------------|

Points of Delivery to deliver to the Roosevelt Irrigation District (RID)

| | |
|--|--------------|
| Grand Canal Tail at 103rd AVE | 2-23.6-01.00 |
| Grand Canal Lateral at 47th Ave/Mohave | 2-16.4-20.00 |
| Grand Canal Lateral at 59th Ave/Pima St. | 2-18.0-55.90 |
| Grand Canal Lateral at 67th Ave/North of Grant St. | 2-19.0-47.90 |
| Grand Canal Lateral at 75th Ave/Van Buren St. | 2-20.0-40.50 |
| Grand Canal Lateral at 63rd Ave/Van Buren St. | 2.21.0-54.10 |

Points of Delivery to serve a Potable Water Treatment Plant (WTP)

| | |
|---|-------------|
| Raw Water Pump Station, Phase I - Association Gate #2-23-97.4 | 0.05E-2.25N |
|---|-------------|

Date: June 12, 2020

**CAP/SRP INTERCONNECTION FACILITY
AND
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SALT RIVER VALLEY WATER USERS' ASSOCIATION
AND
CITY OF GOODYEAR**

Exhibit 13.7

**PARAGRAPH 13 FEE AND CHARGE TABLE FOR DELIVERIES WHICH SERVE A POTABLE WATER
TREATMENT PLANT**

| Fee or Charge | Paragraph | Description |
|----------------------------|-----------|--|
| CSIF Lease Fee | 13.1 | CSIF Lease Fee of thirteen dollars and zero cents (\$13.00) per acre foot or fractional acre foot for the lease of capacity in the CSIF for the diversion of Goodyear Water through the CSIF as provided in this Agreement and described in Subparagraph 13.1 and subject to adjustment and revision as described in Subparagraphs 13.4 and 13.5. |
| Water Transportation Fee | 13.2 | Water Transportation Fee consisting of Canal Transportation Fee and Lateral Transportation Fee, as described below. |
| Canal Transportation Fee | 13.2 | Canal Transportation Fee of thirty-seven dollars and fifty cents (\$37.50) per acre foot or fractional acre foot (2017 fee) for the transportation of Goodyear Water through the Association Water Delivery System from the Points of Receipt to the Points of Delivery provided in this Agreement as described in Subparagraph 13.2 and subject to adjustment and revision as described in Subparagraphs 13.4 and 13.5. |
| Lateral Transportation Fee | 13.2 | Lateral Transportation Fee of twenty-one dollars and fifty cents (\$21.50) per acre foot or fractional acre foot (2017 fee) for the transportation of Goodyear Water through the Association Water Delivery System from the Points of Receipt to the Points of Delivery provided in this Agreement as described in Subparagraph 13.2 and subject to adjustment and revision as described in Subparagraphs 13.4 and 13.5. |

| | | |
|---------------------------|------|--|
| Annual Administrative Fee | 13.3 | Annual Administrative Fee of two thousand, five hundred and twenty-five dollars and no cents (\$2,525.00) (2017 fee) for the administration and water accounting related to Goodyear's lease of capacity in the CSIF and water transportation services provided under this Agreement as described in Subparagraph 13.3 and subject to adjustment and revision as described in Subparagraphs 13.4 and 13.5. For each additional Point of Receipt or Point of Delivery added under Subparagraphs 4.14 and 4.15, and Annual Administrative Fee shall be increased by seven hundred and eighty-six dollars and no cents (\$786.00) (2017 fee). |
| Other | 13.6 | Tax, tariff, duty, toll, fee, impost, charge or other exaction, or any increase thereof as described in Subparagraph 13.6. |

AMENDED FEE AND CHARGE TABLE FOR DELIVERIES TO THE ROOSEVELT IRRIGATION DISTRICT
FOR RECHARGE PURPOSES

| Fee or Charge | Paragraph | Description |
|--------------------------|---------------|--|
| CSIF Lease Fee | Amendment 3.1 | For Goodyear Water transported to the Points of Delivery listed in Section 1.1 for the purpose of storing water under a water storage permit, Goodyear shall pay SRP a CSIF Lease Fee of thirteen dollars and no cents (\$13.77) per acre-foot or fractional acre-foot (2020 fee) for the discharge of Goodyear Water through the CSIF to the Association Water Delivery System for delivery from the Points of Receipt to the Points of Delivery that serve RID. Goodyear shall pay SRP the CSIF Lease Fee based on the quantity of Goodyear Water discharged through the CSIF. |
| Canal Transportation Fee | Amendment 3.2 | For Goodyear Water transported to the Points of Delivery listed in Section 1.1 for the purpose of storing water under a water storage permit, Goodyear shall pay SRP a Water Transportation Fee of thirty seven dollars and fifty cents (\$37.50) per acre-foot or fractional acre-foot (2020 fee) for the diversion of Goodyear Water through the CSIF and transportation through the Association Water Delivery System from the Points of Receipt to the Points of Delivery that serve RID. |

| | | |
|--------------------|---------------|---|
| Administration Fee | Amendment 3.3 | For Points of Delivery listed in Section 1.1 and water accounting related to Goodyear Water transported to the Points of Delivery listed in Section 1.1, SRP shall not charge an Annual Administrative Fee. |
|--------------------|---------------|---|